

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

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FORM 8-K

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CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 20, 2013

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

Delaware	1-8400	75-1825172
Delaware	1-2691	13-1502798
Delaware	1-8444	54-1194634
Delaware	1-8442	53-0218143
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4333 Amon Carter Blvd., Fort Worth, Texas	76155
4333 Amon Carter Blvd., Fort Worth, Texas	76155
111 West Rio Salado Parkway, Tempe, Arizona	85281
111 West Rio Salado Parkway, Tempe, Arizona	85281
(Address of principal executive offices)	(Zip Code)

(817) 963-1234  
(817) 963-1234  
(480) 693-0800  
(480) 693-0800  
(Registrant's telephone number)

(Former name or former address, if changed since last report.)

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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 2.03 Creation of a Direct Financial Obligation

American Airlines, Inc. (“American”), a wholly-owned subsidiary of American Airlines Group Inc., and Wilmington Trust Company, as loan trustee (the “Loan Trustee”), entered into seventy-five (75) separate second participation agreement amendments (each, a “Second Participation Agreement Amendment”) to Existing Participation Agreements (as defined hereinafter). American and the Loan Trustee entered into seventy-five separate participation agreements on September 9, 2013 or September 16, 2013, as the case may be (each such participation agreement, an “Original Participation Agreement”; each Original Participation Agreement, as amended by the related first participation agreement amendment entered into by American on November 27, 2013 (each, a “First Participation Agreement Amendment”), an “Existing Participation Agreement”; and each Existing Participation Agreement, as amended by the related Second Participation Agreement Amendment, an “Amended Participation Agreement”), in connection with the financing of the Aircraft (as defined hereafter). The other parties to the Second Participation Agreement Amendments are Wilmington Trust Company, as subordination agent (the “Subordination Agent”); as pass through trustee (the “Class A Trustee”) under the existing pass through trust formed by American on July 31, 2013 in connection with the issuance and sale of American Airlines, Inc. Pass Through Certificates, Series 2013-2A (the “Class A Certificates”); as pass through trustee (the “Class B Trustee”) under the existing pass through trust formed by American on November 27, 2013 in connection with the issuance and sale of American Airlines, Inc. Pass Through Certificates, Series 2013-2B (the “Class B Certificates”); and as pass through trustee (the “Class C Trustee” and, together with the Class A Trustee and the Class B Trustee, the “Trustees”) under the pass through trust newly formed by American on the date hereof in connection with the issuance and sale of American Airlines, Inc. Pass Through Certificates, Series 2013-2C (the “Class C Certificates”). The Second Participation Agreement Amendments provide for the issuance by American of series C equipment notes (the “Series C Equipment Notes”), pursuant to seventy-five (75) separate second indenture amendments (each, a “Second Indenture Amendment”) to Existing Indentures (as defined hereinafter). American and the Loan Trustee entered into seventy-five separate indenture and security agreements on September 9, 2013 or September 16, 2013, as the case may be (each such indenture and security agreement, an “Original Indenture”; each Original Indenture, as amended by the related first indenture amendment entered into by American on November 27, 2013 (each, a “First Indenture Amendment”), an “Existing Indenture”; and each Existing Indenture, as amended by the related Second Indenture Amendment, an “Amended Indenture”) in connection with the financing of the Aircraft, in the aggregate principal amount of \$256,018,000. The Series C Equipment Notes are secured by 41 Boeing 737-823 aircraft, 14 Boeing 757-223 aircraft, one Boeing 767-323ER aircraft and 19 Boeing 777-223ER aircraft, each currently owned by American (each such aircraft, an “Aircraft” and, collectively, the “Aircraft”). The Aircraft also secure the series A equipment notes and the series B equipment notes previously issued pursuant to the Existing Indentures. The Second Participation Agreement Amendment, the Second Indenture Amendment and the Series C Equipment Note with respect to the Aircraft bearing U.S. Registration Number N907AN are filed herewith as Exhibits 4.9, 4.10 and 4.11, respectively. The Second Participation Agreement Amendment, the Second Indenture Amendment and the Series C Equipment Note with respect to the other seventy-four (74) Aircraft are substantially identical in all material respects, except for the differences set forth in Schedule I filed herewith as Exhibit 99.2.

The Series C Equipment Notes have been purchased by the Class C Trustee, using the proceeds from the sale of a total of \$256,018,000 of Class C Certificates. The Series C Equipment Notes bear interest at the rate of 6.00% per annum. The Class C Certificates rank generally junior to the Class A Certificates and the Class B Certificates.

The interest on the issued and outstanding Series C Equipment Notes is payable semi-annually on each January 15 and July 15, beginning on January 15, 2014. The entire principal amount of each issued and outstanding Series C Equipment Note is scheduled to be paid, depending on the applicable Aircraft, on July 15, 2015, July 15, 2016 or January 15, 2017. Maturity of the Series C Equipment Notes may be accelerated upon the occurrence of certain events of default, including failure by American (in some cases after notice or the expiration of a grace period, or both) to make payments under the applicable Amended Indenture when due or to comply with certain covenants, as well as certain bankruptcy and insolvency events involving American. The Series C Equipment Notes issued with respect to each Aircraft will be secured by a lien on such Aircraft and also will be cross-collateralized by the other Aircraft financed pursuant to the Amended Participation Agreements and the Amended Indentures.

The Class C Certificates were sold in a private placement to “qualified institutional buyers” as defined in, and in reliance on, Rule 144A under the Securities Act of 1933, as amended. Pursuant to a registration rights agreement, which American entered into upon the issuance of the Class C Certificates, American expects to file an exchange offer registration statement or, under specific circumstances, a shelf registration statement with respect to the Class C Certificates. In addition, the Class C Certificates may be sold only to “qualified institutional buyers”, as defined in Rule 144A under the Securities Act of 1933, as amended, for so long as they are outstanding.

The foregoing description of the Amended Participation Agreements, the Amended Indentures and the other agreements and instruments is qualified in its entirety by reference to such agreements and instruments, copies of which are filed herewith as exhibits and are incorporated by reference herein.

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**Item 8.01 Other Events**

American is filing herewith a press release issued on December 20, 2013 by American as Exhibit 99.1, which is included herein. This press release was issued to announce the closing of the transactions described under Item 2.03 above.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

The Exhibit Index attached to this Current Report is hereby incorporated by reference.

**SIGNATURES**

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 Group Inc.**

/s/ Derek J. Kerr

\_\_\_\_\_  
Derek J. Kerr  
Chief Financial Officer

Dated: December 20, 2013

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/ Derek J. Kerr

\_\_\_\_\_  
Derek J. Kerr  
Chief Financial Officer

Dated: December 20, 2013

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.

**US Airways Group, Inc.**

/s/ Derek J. Kerr

\_\_\_\_\_  
Derek J. Kerr  
Chief Financial Officer

Dated: December 20, 2013

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.

**US Airways, Inc.**

/s/ Derek J. Kerr

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Derek J. Kerr  
Chief Financial Officer

Dated: December 20, 2013

## EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
4.1	Pass Through Trust Agreement, dated as of March 12, 2013, between American Airlines, Inc. and Wilmington Trust Company (filed as Exhibit 4.1 to American's Current Report on Form 8-K, dated March 12, 2013, and incorporated by reference herein)
4.2	Trust Supplement No. 2013-2C, dated as of December 20, 2013, among American Airlines, Inc. and Wilmington Trust Company, as Class C Trustee, to the Pass Through Trust Agreement, dated as of March 12, 2013
4.3	Form of Pass Through Trust Certificate, Series 2013-2C (included in Exhibit A to Exhibit 4.2)
4.4	Amended and Restated Intercreditor Agreement (2013-2), dated as of December 20, 2013, among Wilmington Trust Company, as Trustee of American Airlines Pass Through Trust 2013-2A, American Airlines Pass Through Trust 2013-2B and American Airlines Pass Through Trust 2013-2C, Morgan Stanley Bank, N.A., as Class A Liquidity Provider and as Class B Liquidity Provider, and Wilmington Trust Company, as Subordination Agent
4.5	Participation Agreement (N907AN), dated as of September 9, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements in effect as of the date thereof, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein (filed as Exhibit 4.6 to American's Current Report on Form 8-K, dated November 27, 2013, and incorporated by reference herein)
4.6	Indenture and Security Agreement (N907AN), dated as of September 9, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee (filed as Exhibit 4.7 to American's Current Report on Form 8-K, dated November 27, 2013, and incorporated by reference herein)
4.7	First Amendment to Participation Agreement (N907AN), dated as of November 27, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein (filed as Exhibit 4.8 to American's Current Report on Form 8-K, dated November 27, 2013, and incorporated by reference herein)
4.8	First Amendment to Indenture and Security Agreement (N907AN), dated as of November 27, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee (filed as Exhibit 4.9 to American's Current Report on Form 8-K, dated November 27, 2013, and incorporated by reference herein)
4.9	Second Amendment to Participation Agreement (N907AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
4.10	Second Amendment to Indenture and Security Agreement (N907AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
4.11	Series 2013-2C N907AN Equipment Note No. 1, dated December 20, 2013
4.12	Registration Rights Agreement, dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Trustee under Trust Supplement No. 2013-2C, dated as of December 20, 2013, and Morgan Stanley & Co. LLC, Credit Suisse Securities (USA) LLC, Deutsche Bank

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Securities Inc., Goldman, Sachs & Co., Citigroup Global Markets Inc. and J.P. Morgan Securities LLC, in their capacity as representatives of the Initial Purchasers

- 99.1 Press Release of American Airlines, Inc. dated December 20, 2013
- 99.2 Schedule I\*

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\* Pursuant to Instruction 2 to Item 6.01 of Regulation S-K, Exhibit 99.2 filed herewith contains a list of documents applicable to the financing of the Aircraft in connection with the offering of the Class C Certificates, which documents are substantially identical to those filed herewith as Exhibits 4.9, 4.10 and 4.11. Exhibit 99.2 sets forth the details by which such documents differ from the corresponding Exhibits.

**TRUST SUPPLEMENT NO. 2013-2C**

Dated as of December 20, 2013

between

AMERICAN AIRLINES, INC.

and

WILMINGTON TRUST COMPANY,  
as Trustee,

to

**PASS THROUGH TRUST AGREEMENT**

Dated as of March 12, 2013

American Airlines Pass Through Trust 2013-2C  
American Airlines Pass Through Certificates,  
Series 2013-2C

Trust Supplement No. 2013-2C  
AA Aircraft EETC

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EXHIBITS

Exhibit A	—	Form of Certificate
Exhibit B	—	DTC Letter of Representations

**TRUST SUPPLEMENT NO. 2013-2C**

This TRUST SUPPLEMENT NO. 2013-2C, dated as of December 20, 2013 (as amended from time to time, the "Trust Supplement"), between AMERICAN AIRLINES, INC., a Delaware corporation (together with any successor in interest pursuant to Section 5.02 of the Basic Agreement, the "Company" or "American"), and WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity but solely as trustee (together with any successor in interest and any successor or other trustee appointed as provided in the Basic Agreement, the "Trustee") under the Pass Through Trust Agreement, dated as of March 12, 2013, between the Company and Wilmington Trust Company (the "Basic Agreement").

**WITNESSETH:**

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

WHEREAS, the Company owns the 75 Boeing aircraft described in Schedule I to the NPA (each, an "Aircraft", and collectively, the "Aircraft");

WHEREAS, American has issued the Class A Certificates on July 31, 2013 and the Class B Certificates on November 27, 2013 in order to finance the Aircraft;

WHEREAS, American has issued a Series A Equipment Note and a Series B Equipment Note related to each Aircraft and American wishes to issue a Series C Equipment Note pursuant to the Indenture related to each such Aircraft;

WHEREAS, the Trustee shall hereby declare the creation of the Class C Trust for the benefit of Holders of the Class C Certificates to be issued in respect of such Class C Trust, and the initial Holders of the Class C Certificates, as grantors of such Class C Trust, by their respective acceptances of the Class C Certificates, shall join in the creation of the Class C Trust with the Trustee;

WHEREAS, all Class C Certificates to be issued by the Class C Trust will evidence Fractional Undivided Interests in the Class C Trust and will have no rights, benefits or interests in respect of any other separate Trust or the property held therein;

WHEREAS, pursuant to the terms and conditions of the Basic Agreement, as supplemented by this Trust Supplement, and each Second Amendment to Participation Agreement, the Trustee on behalf of the Class C Trust shall on the date hereof purchase the Series C Equipment Notes relating to the Aircraft issued by the Company pursuant to the Indentures related to the Aircraft having the identical interest rate as, and final maturity dates not later than the final expected Regular Distribution Date of, the Class C Certificates issued hereunder and shall hold such Series C Equipment Notes in trust for the benefit of the Class C Certificateholders;

Trust Supplement No. 2013-2C  
AA Aircraft EETC

WHEREAS, pursuant to the terms and conditions of the Intercreditor Agreement referred to in Section 3.02(i) hereof, the Trustee and the other parties thereto will agree to the terms of subordination set forth therein;

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

WHEREAS, upon the occurrence of a Registration Event, the Basic Agreement, as supplemented by this Trust Supplement, shall become subject to the provisions of the Trust Indenture Act and shall, to the extent applicable, be governed by such provisions;

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

## ARTICLE I

### DEFINITIONS

Section 1.01 Definitions. Unless otherwise specified herein or the context otherwise requires, capitalized terms used but not defined herein, including in the recitals hereto, shall have the respective meanings set forth, and shall be construed and interpreted in the manner described, in the Basic Agreement. As used herein, the term "Agreement" shall mean the Basic Agreement, as supplemented by this Trust Supplement. For all purposes of the Basic Agreement as supplemented by this Trust Supplement, the following capitalized terms have the following meanings (any term used herein which is defined in both this Trust Supplement and the Basic Agreement shall have the meaning assigned thereto in this Trust Supplement for purposes of the Basic Agreement as supplemented by this Trust Supplement).

Affiliate: Has the meaning specified in the Intercreditor Agreement.

Agreement: Has the meaning specified in the first paragraph of Section 1.01 of this Trust Supplement.

Aircraft: Means the "Aircraft" specified in the recitals to this Trust Supplement and as further defined in the applicable Indenture, and any Replacement Aircraft (as defined in the applicable Indenture) in replacement thereof in accordance with the applicable Indenture.

American: Has the meaning specified in the preamble to this Trust Supplement.

Bankruptcy Code: Means the United States Bankruptcy Code, 11 United States Code §§101 et seq., as amended from time to time, or any successor statutes thereto.

Bankruptcy Court: Means the Bankruptcy Court for the Southern District of New York.

Basic Agreement: Has the meaning specified in the preamble to this Trust Supplement.

Business Day: Has the meaning specified in the Intercreditor Agreement.

Certificate: Means a Class A Certificate, a Class B Certificate or a Class C Certificate, as applicable.

Certificate Buy-Out Event: Has the meaning specified in the Intercreditor Agreement.

Certificate Purchase Agreement: Means the Purchase Agreement, dated as of December 13, 2013, among the Initial Purchasers and American, relating to the purchase of the Class C Certificates by the Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

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

Class: Has the meaning specified in the Intercreditor Agreement.

Class A Certificateholder: Means, at any time, any Certificateholder of one or more Class A Certificates.

Class A Certificates: Has the meaning specified in the Intercreditor Agreement.

Class A Liquidity Provider: Has the meaning specified in the Intercreditor Agreement.

Class A Trust: Has the meaning specified in the Intercreditor Agreement.

Class A Trust Agreement: Has the meaning specified in the Intercreditor Agreement.

Class A Trustee: Has the meaning specified in the Intercreditor Agreement.

Class B Certificateholder: Means, at any time, any Certificateholder of one or more Class B Certificates.

Class B Certificates: Has the meaning specified in the Intercreditor Agreement.

Class B Liquidity Provider: Has the meaning specified in the Intercreditor Agreement.

Class B NPA Joinder: Means the Joinder to Note Purchase Agreement, dated as of November 27, 2013, by the Class B Trustee, in favor of the Company, the Class A

Trustee, the Subordination Agent, the Escrow Agent (as defined in the NPA) and the Paying Agent (as defined in the NPA).

Class B Trust: Has the meaning specified in the Intercreditor Agreement.

Class B Trust Agreement: Has the meaning specified in the Intercreditor Agreement.

Class B Trustee: Has the meaning specified in the Intercreditor Agreement.

Class C Certificateholder: Means, at any time, any Certificateholder of one or more Class C Certificates.

Class C Certificates: Has the meaning specified in Section 3.01 of this Trust Supplement.

Class C NPA Joinder: Means the Joinder to Note Purchase Agreement, dated as of the date hereof, by Wilmington Trust Company, as Trustee, in favor of the Company, the Class A Trustee, the Class B Trustee, the Subordination Agent, the Escrow Agent (as defined in the NPA) and the Paying Agent (as defined in the NPA).

Class C Trust: Has the meaning specified in Section 2.01 of this Trust Supplement.

Code: Means the Internal Revenue Code of 1986, as amended.

Company: Has the meaning specified in the preamble to this Trust Supplement.

Corporate Trust Office: Has the meaning specified in the Intercreditor Agreement.

Definitive Certificates: Has the meaning specified in Section 4.01(e) of this Trust Supplement.

Distribution Date: Means a Regular Distribution Date or a Special Distribution Date.

DTC: Has the meaning specified in Section 3.02(f) of this Trust Supplement.

DTC Participants: Has the meaning specified in Section 4.01(b) of this Trust Supplement.

Equipment Notes: Has the meaning specified in the Intercreditor Agreement.

ERISA: Means the Employee Retirement Income Security Act of 1974, as amended.

Event of Default: With respect to any Indenture, has the meaning specified in Section 4.01 of such Indenture.

Exchange Certificates: Has the meaning specified in Section 3.01 of this Trust Supplement.

Exchange Offer Registration Statement: Has the meaning specified in the Third 2013-2 Registration Rights Agreement.

Existing Bankruptcy Case: Means the cases of the Company and certain of its affiliates commenced under Chapter 11 of the Bankruptcy Code on November 29, 2011 in the Bankruptcy Court and jointly administered under case number 11-15463 (SHL).

Fractional Undivided Interests: Has the meaning specified in the Intercreditor Agreement.

Global Certificate: Has the meaning specified in Section 4.01(b) of this Trust Supplement.

Global Exchange Certificate: Has the meaning specified in Section 4.01(f) of this Trust Supplement.

Holder: Means a Certificateholder.

Indenture: Has the meaning specified in the Intercreditor Agreement.

Indirect Participants: Has the meaning specified in Section 4.01(b) of this Trust Supplement.

Initial Certificates: Has the meaning specified in Section 3.01 of this Trust Supplement.

Initial Purchasers: Means the several initial purchasers listed as such in the Certificate Purchase Agreement.

Intercreditor Agreement: Has the meaning specified in Section 3.02(i) of this Trust Supplement.

Issuance Date: Has the meaning specified in Section 7.01(a) of this Trust Supplement.

Liquidity Provider: Has the meaning specified in the Intercreditor Agreement.

Loan Trustee: Means, with respect to any Indenture, the bank, trust company or other financial institution designated as loan trustee thereunder, and any successor to such loan trustee.

Note Documents: Means, collectively, the Participation Agreements, the Indentures, each Indenture Supplement (as defined in any Indenture), each Manufacturer's Consent (as defined in any Indenture) and the Equipment Notes.

**NPA:** Means the Note Purchase Agreement, dated as of July 31, 2013, among the Class A Trustee, the Company, Wilmington Trust, National Association, as escrow agent, Wilmington Trust Company, as paying agent, and the Subordination Agent, providing for, among other things, the purchase of Series A Equipment Notes by the Class A Trustee on behalf of the Class A Trust, giving effect to the Class B NPA Joinder and the Class C NPA Joinder, as the same may be amended, supplemented or otherwise modified from time to time, in accordance with its terms.

**Offering Memorandum:** Means the final offering memorandum dated December 13, 2013 relating to the offering of the Class C Certificates.

**Officer's Certificate:** Means a certificate signed, (a) in the case of the Company, by the Chairman or Vice Chairman of the Board of Directors, the President, any Executive Vice President, any Senior Vice President, any Vice President or the Treasurer of the Company, or (b) in the case of the Trustee or the Loan Trustee, a Responsible Officer of the Trustee or such Loan Trustee, as the case may be.

**Operative Agreements:** Has the meaning specified in the Intercreditor Agreement.

**Other Agreements:** Means (i) the Class A Trust Agreement, (ii) the Class B Trust Agreement, and (iii) the Basic Agreement as supplemented by a Trust Supplement (as defined in the Basic Agreement) relating to any Refinancing Trust.

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

**Other Trusts:** Means the Class A Trust and the Class B Trust, or any Refinancing Trust or Trusts, if any, in each case created by the applicable Other Agreement.

**Participation Agreement:** Has the meaning specified in the Intercreditor Agreement.

**Paying Agent:** Means, with respect to the Class C Certificates, the paying agent maintained and appointed for such Class C Certificates pursuant to Section 7.12 of the Basic Agreement.

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

**Plan:** Means a retirement plan or other employee benefit plan or arrangement, including for this purpose an individual retirement account, annuity or Keogh plan, that is subject to Title I of ERISA or Section 4975 of the Code, or such a plan or arrangement which is a foreign, church or governmental plan or arrangement exempt from Title I of ERISA and Section 4975 of the Code but subject to a Similar Law.

Plan Effective Date: Means the effective date of any plan of reorganization filed in the Existing Bankruptcy Case and confirmed pursuant to Section 1129 of the Bankruptcy Code, which has occurred on December 9, 2013.

Pool Balance: Means, as of any date, (i) the original aggregate face amount of the Class C Certificates less (ii) the aggregate amount of all distributions made as of such date in respect of the Class C Certificates other than distributions made in respect of interest or Premium or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any date shall be computed after giving effect to the payment of principal, if any, of the Series C Equipment Notes or payment with respect to other Trust Property and the distribution thereof to be made on such date.

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

Premium: Has the meaning specified in the Intercreditor Agreement.

Private Restricted Legend: Has the meaning specified in Section 4.02(a) of this Trust Supplement.

Public Restricted Legend: Has the meaning specified in Section 4.03 of this Trust Supplement.

QIB: Has the meaning specified in Section 4.05(a) of this Trust Supplement.

Rating Agencies: Has the meaning specified in the Intercreditor Agreement.

Refinancing Certificate: Has the meaning specified in the Intercreditor Agreement.

Refinancing Certificateholder: Has the meaning specified in the Intercreditor Agreement.

Refinancing Equipment Notes: Has the meaning specified in the Intercreditor Agreement.

Refinancing Trust: Has the meaning specified in the Intercreditor Agreement.

Refinancing Trust Agreement: Has the meaning specified in the Intercreditor Agreement.

Register: Has the meaning specified in Section 4.06 of this Trust Supplement.

Registrar: Has the meaning specified in Section 4.06 of this Trust Supplement.



Registration Event: Has the meaning specified in Exhibit A of this Trust Supplement.

Regular Distribution Date: Has the meaning specified in Section 3.02(c) of this Trust Supplement.

Replacement Liquidity Facility: Has the meaning specified in the Intercreditor Agreement.

Replacement Liquidity Provider: Has the meaning specified in the Intercreditor Agreement.

Responsible Officer: Has the meaning specified in the Intercreditor Agreement.

Restricted Legend: Means either the Private Restricted Legend or the Public Restricted Legend.

Rule 144A: Has the meaning specified in Section 4.01(b) of this Trust Supplement.

Scheduled Payment: Has the meaning specified in the Intercreditor Agreement.

Second Amendment to Indenture: Has the meaning specified in the Intercreditor Agreement.

Second Amendment to Participation Agreement: Has the meaning specified in the Intercreditor Agreement.

Securities Act: Means the Securities Act of 1933, as amended.

Series A Equipment Notes: Has the meaning specified in the Intercreditor Agreement.

Series B Equipment Notes: Has the meaning specified in the Intercreditor Agreement.

Series C Equipment Notes: Has the meaning specified in the Intercreditor Agreement.

Shelf Registration Statement: Has the meaning specified in the Third 2013-2 Registration Rights Agreement.

Similar Law: Means a foreign, federal, state, or local law which is substantially similar to the prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

Special Distribution Date: Means, with respect to the Class C Certificates, each date on which a Special Payment is to be distributed as specified in this Agreement.

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

**Special Payments Account:** Means, with respect to the Class C Certificates, the account or accounts created and maintained for such series pursuant to Section 4.01(b) of the Basic Agreement (as modified by Section 7.01(c) of this Trust Supplement) and this Trust Supplement.

**Subordination Agent:** Has the meaning specified in the Intercreditor Agreement.

**Third 2013-2 Registration Rights Agreement:** Has the meaning specified in the Intercreditor Agreement.

**transfer:** Has the meaning specified in Section 4.05(a) of this Trust Supplement.

**Triggering Event:** Has the meaning specified in the Intercreditor Agreement.

**Trust:** Means the Class A Trust, the Class B Trust or the Class C Trust, as applicable.

**Trust Indenture Act:** Means the Trust Indenture Act of 1939, as amended.

**Trust Property:** Means (i) subject to the Intercreditor Agreement, the Series C Equipment Notes held as the property of the Class C Trust, all monies at any time paid thereon and all monies due and to become due thereunder, (ii) funds from time to time deposited in the Certificate Account and the Special Payments Account and, subject to the Intercreditor Agreement, any proceeds from the sale by the Trustee pursuant to Article VI of the Basic Agreement of any Equipment Notes and (iii) all rights of the Class C Trust and the Trustee, on behalf of the Class C Trust, under the Intercreditor Agreement and the NPA, including, without limitation, all rights to receive certain payments thereunder, and all monies paid to the Trustee on behalf of the Class C Trust pursuant to the Intercreditor Agreement.

**Trust Supplement:** Has the meaning specified in the preamble to this Trust Supplement.

**Trustee:** Has the meaning specified in the preamble to this Trust Supplement.

## ARTICLE II

### DECLARATION OF TRUST

Section 2.01 **Declaration of Trust.** The Trustee hereby declares the creation of a Trust, designated the “American Airlines Pass Through Trust 2013-2C” (the “**Class C Trust**”), for the benefit of the Holders of the Class C Certificates to be issued in respect of such Class C Trust, and the initial Holders of the Class C Certificates, as grantors of such Class C Trust, by their respective acceptances of the Class C Certificates, join in the creation of such Class C Trust

with the Trustee. The Trustee, by the execution and delivery of this Trust Supplement, acknowledges its acceptance of all right, title and interest in and to the Trust Property to be acquired pursuant to Section 7.01(b) of this Trust Supplement and each Second Amendment to Participation Agreement, and the Trustee will hold such right, title and interest for the benefit of all present and future Holders of the Class C Certificates, upon the trusts set forth in the Basic Agreement and this Trust Supplement. The provisions of this Section 2.01 supersede and replace the provisions of Sections 2.03 of the Basic Agreement, with respect to the Class C Trust.

Section 2.02 Permitted Activities. The Class C Trust may only engage in the transactions contemplated by the Operative Agreements, subject to Section 9.05 of this Trust Supplement.

### ARTICLE III

#### THE CERTIFICATES

Section 3.01 The Certificates. There is hereby created a series of Certificates to be issued under this Agreement designated as “American Airlines Initial Pass Through Certificates, Series 2013-2C” (the “Initial Certificates”). The exchange certificates which may be issued and offered in exchange for the Initial Certificates pursuant to the Third 2013-2 Registration Rights Agreement shall be known as the “American Airlines Exchange Pass Through Certificates, Series 2013-2C” (the “Exchange Certificates”). The Initial Certificates and the Exchange Certificates are hereinafter defined as the “Class C Certificates”. Each Class C Certificate represents a Fractional Undivided Interest in the Class C Trust created hereby. The Class C Certificates shall be the only instruments evidencing a Fractional Undivided Interest in the Class C Trust. The Class C Certificates do not represent indebtedness of the Class C Trust, and references herein to interest accruing on the Class C Certificates are included for purposes of computation only.

Section 3.02 Terms and Conditions. The terms and conditions applicable to the Class C Certificates and the Class C Trust are as follows:

(a) The aggregate face amount of the Class C Certificates that may be authenticated and delivered under this Agreement (except for Class C Certificates authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Class C Certificates pursuant to Sections 3.03, 3.05 and 3.06 of the Basic Agreement and Sections 4.03, 4.04, 4.05 and 4.06 of this Trust Supplement) is \$256,018,000.

(b) [Intentionally omitted].

(c) The distribution dates with respect to any payment of Scheduled Payments (each such distribution date, a “Regular Distribution Date”) shall be each January 15 and each July 15, commencing on January 15, 2014, until payment of all of the Scheduled Payments to be made under the Equipment Notes has been made; provided, however, that, if any such day shall not be a Business Day, the related distribution shall be made on the next succeeding Business Day without additional interest.

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

(e) [Intentionally omitted].

(f) The Class C Certificates shall be in the form attached hereto as Exhibit A, shall be Book-Entry Certificates (subject to Section 3.05(d) of the Basic Agreement and Section 4.04 of this Trust Supplement), and shall be subject to the conditions set forth in the Letter of Representations between the Class C Trust and The Depository Trust Company and any successor agency thereto ("DTC"), as initial Clearing Agency, attached hereto as Exhibit B.

(g) The proceeds of the offering of Class C Certificates issued by the Class C Trust shall be used by the Trustee in accordance with the Second Amendment to Participation Agreement related to each Aircraft to acquire on the date hereof the Series C Equipment Notes described in Schedule I to the Second Amendment to Indenture related to each Aircraft.

(h) Any Person acquiring or accepting a Class C Certificate or an interest therein will, by such acquisition or acceptance, be deemed to represent and warrant to the Company, the Loan Trustees and the Trustee that either (i) no assets of a Plan or any trust established with respect to a Plan have been used to purchase Class C Certificates or an interest therein or (ii) the purchase and holding of Class C Certificates or interests therein by such Person is exempt from the prohibited transaction restrictions of ERISA and the Code or provisions of Similar Law pursuant to one or more prohibited transaction statutory or administrative exemptions.

(i) The Class C Certificates will be subject to the following Intercreditor Agreement (and to the extent the terms thereof (including the definitions of defined terms) are inconsistent with the terms of this Agreement, such Intercreditor Agreement shall control): that certain Amended and Restated Intercreditor Agreement (2013-2), dated as of the date hereof, among Wilmington Trust Company, as Class A Trustee, Class B Trustee and Trustee, Morgan Stanley Bank, N.A., as Class A Liquidity Provider and as Class B Liquidity Provider, and Wilmington Trust Company, as Subordination Agent thereunder (as may be further amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Intercreditor Agreement"). Upon the occurrence of a Certificate Buy-Out Event, the holders of the Class B Certificates or the Class C Certificates shall have the rights set forth in Article VI hereof. The Trustee and, by acceptance of any Class C Certificate, each Certificateholder thereof, agrees to be bound by all of the provisions of the Intercreditor Agreement, including the subordination provisions of Section 9.09 thereof.

(j) [Intentionally omitted].

(k) The Class C Certificates will not have the benefit of any liquidity facility.

(l) The Responsible Party is the Company.

(m) The Parent will not initially guarantee the obligations of the Company under any Series C Equipment Notes to be acquired by the Class C

Trust.

(n) The Company, any other obligor upon the Class C Certificates, the Parent and any Affiliate of any thereof may acquire, tender for, purchase, own, hold, become the pledgee of and otherwise deal with any Class C Certificate.

#### ARTICLE IV

##### ISSUANCE AND TRANSFER OF THE CLASS C CERTIFICATES

Section 4.01 Issuance of Class C Certificates. (a) The Initial Certificates will be issued in minimum denominations of \$200,000 and integral multiples of \$1,000 in excess thereof, except that one Certificate may be issued in a different denomination. The Exchange Certificates will be issued in denominations of \$2,000 (or such other denomination that is the lowest integral multiple of \$1,000 that is, at the time of issuance, equal to at least 1,000 euros) and integral multiples of \$1,000 in excess thereof, except that one Certificate may be issued in a different denomination. Each Class C Certificate shall be dated the date of its authentication.

(b) The Initial Certificates offered and sold in reliance on Rule 144A under the Securities Act, or any successor regulation thereto ("Rule 144A") shall be issued initially in the form of one or more global Certificates in definitive, fully registered form without interest coupons, substantially in the form of Exhibit A hereto (each, a "Global Certificate"), duly executed and authenticated by the Trustee as hereinafter provided. Each Global Certificate will be registered in the name of a nominee for DTC for credit to the account of members of, or participants in, DTC ("DTC Participants") or to the account of indirect participants that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly ("Indirect Participants"), and will be deposited with the Trustee, at its Corporate Trust Office, as custodian for DTC. The aggregate principal amount of a Global Certificate may from time to time be increased or decreased by adjustments made on the records of DTC or its nominee, or of the Trustee, as custodian for DTC for such Global Certificate, which adjustments shall be conclusive as to the aggregate principal amount of any such Global Certificate.

(c) [Reserved]

(d) [Reserved]

(e) Certificated Certificates in registered form shall be issued in substantially the form set forth as Exhibit A hereto (the "Definitive Certificates") and shall be in fully registered form and shall be typed, printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner, all as determined by the officers executing such Definitive Certificates, as evidenced by their execution of such Definitive Certificates.

(f) The Exchange Certificates shall be issued in the form of one or more global certificates substantially in the form of Exhibit A hereto (each, a "Global Exchange Certificate"), except that (i) the Private Restricted Legend shall be replaced with the Public Restricted Legend and (ii) such Exchange Certificates shall contain such appropriate insertions, omissions, substitutions and other variations from the form set forth in Exhibit A hereto relating to the nature of the Exchange Certificates as the Responsible Officer of the Trustee executing such

Exchange Certificates on behalf of the Trust may determine, as evidenced by such officer's execution on behalf of the Trust of such Exchange Certificates. Such Global Exchange Certificates shall be in registered form and be registered in the name of a nominee for DTC and deposited with the Trustee, at its Corporate Trust Office, as custodian for DTC. The aggregate principal amount of any Global Exchange Certificate may from time to time be increased or decreased by adjustments made on the records of DTC or its nominee, or of the Trustee, as custodian for DTC for such Global Exchange Certificate, which adjustments shall be conclusive as to the aggregate principal amount of any such Global Exchange Certificate.

Section 4.02 Private Restricted Legends. (a) Subject to Sections 4.03, 4.04, 4.05 and 4.06, unless and until (i) an Initial Certificate is sold under an effective Shelf Registration Statement or (ii) an Initial Certificate is exchanged for an Exchange Certificate pursuant to an effective Exchange Offer Registration Statement, in each case as provided for in the Third 2013-2 Registration Rights Agreement, each Global Certificate and each Definitive Certificate shall bear a legend to the following effect (the "Private Restricted Legend") on the face thereof, unless the Company and the Trustee determine otherwise consistent with applicable law:

THIS CERTIFICATE IS SUBJECT TO TRANSFER RESTRICTIONS. THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED, PLEDGED, SOLD OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT); (2) AGREES THAT, FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT WILL NOT OFFER, PLEDGE, RESELL OR OTHERWISE TRANSFER THIS CERTIFICATE EXCEPT (I) (A) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO AMERICAN AIRLINES, INC. OR ANY AFFILIATE THEREOF; AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS; (3) AGREES THAT PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE TRUSTEE AND AMERICAN AIRLINES, INC. SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE IN COMPLIANCE WITH THE FOREGOING CLAUSE (2) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CERTIFICATE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO

THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS CERTIFICATE, THE TRANSFEREE MUST COMPLETE THE FORM ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT SUCH FORM TO THE TRUSTEE. TRUST SUPPLEMENT NO. 2013-2C TO THE PASS THROUGH TRUST AGREEMENT CONTAINS A PROVISION REQUIRING THE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE FOREGOING RESTRICTIONS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

(b) Each Global Certificate and each Global Exchange Certificate shall also bear the following legend on the face thereof:

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

(c) Each Class C Certificate shall also bear the following legend on the face thereof:

BY ITS ACQUISITION OR ACCEPTANCE HEREOF OR ANY INTEREST HEREIN, THE HOLDER HEREOF OR OF SUCH INTEREST REPRESENTS THAT EITHER (A) NO ASSETS OF (I) AN EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), (II) A PLAN DESCRIBED IN SECTION 4975(E)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), (III) AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR (IV) A NON-U.S., GOVERNMENTAL OR CHURCH PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL, OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”), HAVE BEEN USED TO PURCHASE THIS SECURITY OR ANY INTEREST HEREIN, OR (B) THE PURCHASE AND HOLDING OF THIS SECURITY OR ANY INTEREST

HEREIN BY THE HOLDER IS EXEMPT FROM THE PROHIBITED TRANSACTION RESTRICTIONS OF ERISA AND THE CODE OR ANY PROVISION OF SIMILAR LAW PURSUANT TO ONE OR MORE PROHIBITED TRANSACTION STATUTORY OR ADMINISTRATIVE EXEMPTIONS.

Section 4.03 Public Restricted Legends. Each (i) Class C Certificate (whether it is a Global Certificate or a Definitive Certificate), following sale thereof under an effective Shelf Registration Statement and (ii) Exchange Certificate issued pursuant to an effective Exchange Offer Registration Statement, shall bear a legend to the following effect (the "Public Restricted Legend") on the face thereof, unless the Company and the Trustee determine otherwise consistent with applicable law:

THIS CERTIFICATE IS SUBJECT TO TRANSFER RESTRICTIONS. FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT MAY NOT BE OFFERED, PLEDGED, SOLD OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")); (2) AGREES THAT, FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT WILL NOT OFFER, PLEDGE, RESELL OR OTHERWISE TRANSFER THIS CERTIFICATE EXCEPT (I)(A) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO AMERICAN AIRLINES, INC. OR ANY AFFILIATE THEREOF; AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS; (3) AGREES THAT PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE TRUSTEE AND AMERICAN AIRLINES, INC. SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE IN COMPLIANCE WITH THE FOREGOING CLAUSE (2) AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CERTIFICATE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS CERTIFICATE, THE TRANSFEREE MUST COMPLETE THE FORM ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT SUCH FORM TO THE TRUSTEE. TRUST SUPPLEMENT NO. 2013-2C TO THE PASS THROUGH TRUST AGREEMENT CONTAINS A PROVISION REQUIRING THE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE FOREGOING RESTRICTIONS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO



Section 4.04 Book-Entry Provisions for Global Certificates and Global Exchange Certificates. (a) DTC Participants shall have no rights under this Agreement with respect to any Global Certificate or Global Exchange Certificate held on their behalf by DTC, or the Trustee as its custodian, and DTC may be treated by the Trustee and any agent of the Trustee as the absolute owner of such Global Certificate or Global Exchange Certificate for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Trustee or any agent of the Trustee from giving effect to any written certification, proxy or other authorization furnished by DTC or shall impair, as between DTC and its DTC Participants, the operation of customary practices governing the exercise of the rights of a holder of any Class C Certificate. Upon the issuance of any Global Certificate or Global Exchange Certificate, the Registrar or its duly appointed agent shall record CEDE & Co. or another nominee of DTC as the registered holder of such Global Certificate or Global Exchange Certificate.

(b) Transfers of any Global Certificate or Global Exchange Certificate shall be limited to transfers of such Global Certificate or Global Exchange Certificate in whole, but not in part, to nominees of DTC, its successor or such successor's nominees. Beneficial interests in Global Certificates or Global Exchange Certificates may be transferred in accordance with the rules and procedures of DTC and the provisions of Article IV of this Trust Supplement. Beneficial interests in Global Certificates or Global Exchange Certificates shall be delivered to all beneficial owners thereof in the form of Definitive Certificates, if (i) DTC notifies the Trustee in writing that it is no longer willing or able to discharge properly its responsibilities as depository for the Global Certificates or Global Exchange Certificates, and a successor depository is not appointed by the Trustee within 90 days of such notice, (ii) the Company, at its option, advises the Trustee in writing that it elects to terminate the book-entry system through DTC or (iii) after the occurrence and during the continuance of an Event of Default, Class C Certificateholders with Fractional Undivided Interests aggregating not less than a majority in interest in the Class C Trust advise the Trustee, the Company and DTC through DTC Participants in writing that the continuation of a book-entry system through DTC (or a successor thereto) is no longer in the Class C Certificateholders' best interests. Neither the Company nor the Trustee shall be liable if the Company or the Trustee is unable to locate a qualified successor clearing system.

(c) [Reserved]

(d) In connection with the transfer of the entire amount of a Global Certificate or Global Exchange Certificate to the beneficial owners thereof pursuant to paragraph (b) of this Section 4.04, such Global Certificate or Global Exchange Certificate shall be deemed to be surrendered to the Trustee for cancellation, and the Trustee shall execute, authenticate and deliver to each beneficial owner, in exchange for the beneficial interest thereof in such Global Certificate or Global Exchange Certificate, an equal aggregate principal amount of Definitive Certificates of authorized denominations, in each case as such beneficial owner and related aggregate principal amount shall have been identified and otherwise set forth (together with such other information as may be required for the registration of such Definitive Certificates) in registration instructions that shall have been delivered by or on behalf of DTC to the Trustee.

None of the Company, the Registrar, the Paying Agent nor the Trustee shall be liable for any delay in delivery of such registration instructions and each such Person may conclusively rely on, and shall be protected in relying on, such registration instructions. Upon the issuance of any Definitive Certificate, the Trustee shall recognize the Person in whose name such Definitive Certificate is registered in the Register as a Certificateholder hereunder.

(e) Any Definitive Certificate delivered in exchange for an interest in a Global Certificate or Global Exchange Certificate, pursuant to paragraph (b) of this Section 4.04 shall bear the Private Restricted Legend or the Public Restricted Legend, respectively.

(f) The registered Holder of a Global Certificate or Global Exchange Certificate may grant proxies and otherwise authorize any Person, including DTC Participants and Persons that may hold interests through DTC Participants, to take any action which a Holder is entitled to take under this Agreement or the Class C Certificates.

(g) Neither the Company, nor the Trustee, nor the Registrar, nor the Paying Agent shall have any responsibility or liability for: (i) any aspect of the records relating to or payments made on account of beneficial ownership interests in the Global Certificates or Global Exchange Certificates, (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests or (iii) the performance by DTC, any DTC Participant or any Indirect Participant of their respective obligations under the rules, regulations and procedures creating and affecting DTC and its operation or any other statutory, regulatory, contractual or customary procedures governing their obligations.

#### Section 4.05 Special Transfer Provisions

(a) Transfers to QIBs. The following provisions shall apply with respect to the registration of any proposed offer, pledge, resale or other transfer (each a “transfer”) of Class C Certificates:

(i) If the Class C Certificate to be transferred consists of Definitive Certificates, the Registrar shall register the transfer, if such transfer is being made by a proposed transferor who has made the statement set forth on the form of Class C Certificate stating, or has otherwise advised the Trustee and the Registrar in writing, that the sale has been made in compliance with the provisions of Rule 144A to a transferee who has signed the certification provided for on the form of the Class C Certificate stating, or has otherwise advised the Trustee and the Registrar in writing, that it is purchasing the Class C Certificate for its own account or an account with respect to which it exercises sole investment discretion and that it, and the Person on whose behalf it is acting with respect to any such account, is a qualified institutional buyer (“QIB”) within the meaning of Rule 144A, and unless and until (i) an Initial Certificate is sold under an effective Shelf Registration Statement, or (ii) an Initial Certificate is exchanged for an Exchange Certificate pursuant to an effective Exchange Offer Registration Statement, in each case pursuant to the Third 2013-2 Registration Rights Agreement, is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Trust and/or the Company as it has requested pursuant to Rule 144A or has determined not to request such information and that it is

aware that the transferor is relying upon its foregoing representations in order to claim the exemption from registration provided by Rule 144A.

(ii) If the proposed transferee is a DTC Participant and the Class C Certificate to be transferred consists of Definitive Certificates, upon receipt by the Registrar of the documents referred to in clause (i) above and instructions given in accordance with DTC's and the Registrar's procedures therefor, the Registrar shall reflect on its books and records the date of such transfer and an increase in the principal amount of Global Certificates in an amount equal to the principal amount of the Definitive Certificates being transferred, and the Trustee shall cancel such Definitive Certificates so transferred.

(iii) At all times for so long as Class C Certificates are outstanding, by its acceptance of any Class C Certificate, each Holder of a Class C Certificate acknowledges the restrictions on transfer of such Class C Certificate and any interest therein set forth in this Trust Supplement and agrees that it will transfer such Class C Certificate and any interest therein only as provided in this Trust Supplement. The Registrar shall not register a transfer of any Class C Certificate, for so long as the Class C Certificates are outstanding, unless such transfer is being made to a proposed transferee who has provided the transfer notice attached to the form of Class C Certificate stating that it is purchasing the Class C Certificate for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB. Unless and until (i) an Initial Certificate is sold under an effective Shelf Registration Statement, or (ii) an Initial Certificate is exchanged for an Exchange Certificate pursuant to an effective Exchange Offer Registration Statement, in each case pursuant to the Third 2013-2 Registration Rights Agreement, each Class C Certificateholder, by its acceptance of the Class C Certificates, agrees, in connection with any transfer of its Class C Certificates, to furnish the Registrar or the Trustee and the Company such certifications, legal opinions or other information as either of them may reasonably require to confirm that such transfer is being made to a QIB in compliance with Rule 144A under the Securities Act and pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and in accordance with the terms and provisions of this Article IV of this Trust Supplement; provided that the Registrar and the Trustee shall not be required to determine the sufficiency of any such certifications, legal opinions or other information and shall be fully protected in relying thereon. From and after the occurrence of a Registration Event, each Class C Certificateholder, by its acceptance of the Class C Certificates, agrees, in connection with any transfer of its Class C Certificates, to furnish the Registrar or the Trustee and the Company such certifications, legal opinions or other information as either of them may reasonably require to confirm that such transfer is being made to a QIB in compliance with Rule 144A under the Securities Act.

(b) General. By acceptance of any Class C Certificate, each Holder of such a Class C Certificate will be deemed to:

(i) Represent that it is accepting such Class C Certificate for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB;

(ii) Agree that any sale or other transfer by it of any Class C Certificate will only be made to a QIB;

(iii) Agree that it will, and that it will inform each subsequent transferee that such transferee will be required to, deliver to each person to whom it transfers Class C Certificates notice of these restrictions on transfer of the Class C Certificates;

(iv) Agree that no registration of the transfer of a Class C Certificate will be made unless the transferee completes and submits to the Trustee the form included on the reverse of the Class C Certificate in which it states that it is purchasing such Class C Certificate for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a QIB;

(v) Understand that the Class C Certificates will bear a legend substantially to the effect of the Private Restricted Legend or the Public Restricted Legend, as applicable;

(vi) Acknowledge that the Company, the Trustee, the Registrar, the Initial Purchasers, and others will rely on the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agree that, if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the Class C Certificates is no longer accurate, it shall promptly notify the Company, the Trustee, the Registrar and the Initial Purchasers. If it is acquiring any Class C Certificates as a fiduciary or agent of one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such investor account;

(vii) Acknowledge that the foregoing restrictions apply to holders of beneficial interests in the Class C Certificates as well as to registered holders of Class C Certificates; and

(viii) Acknowledge that the Trustee will not be required to accept for registration of transfer any Class C Certificate unless evidence satisfactory to the Company and the Trustee that the restrictions on transfer set forth herein have been complied with is submitted to them.

Until such time as no Class C Certificates remain Outstanding, the Registrar shall retain copies of all letters, notices and other written communications received pursuant to this Section 4.05. The Trustee, if not the Registrar at such time, shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

Section 4.06 Transfer and Exchange. The Registrar shall cause to be kept at the office or agency to be maintained by it in accordance with the provisions of Section 7.12 of the Basic Agreement a register (the "Register") of the Class C Certificates in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration of such Class C Certificates and of transfers and exchanges of such Class C Certificates as herein provided. The Trustee shall initially be the registrar (the "Registrar") for the purpose of

registering such Class C Certificates and transfers and exchanges of such Class C Certificates as herein provided. Promptly upon the Trustee's request therefor, (a) the Registrar shall provide to the Trustee a true and complete copy of the Register, and (b) the Registrar shall provide to the Trustee such information regarding the Class C Certificates and the Class C Certificateholders as is reasonably available to the Registrar.

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

Upon surrender for registration of transfer of any Class C Certificate at the Corporate Trust Office or such other office or agency designated by the Registrar with the form of transfer notice thereon duly completed and executed, and otherwise complying with the terms of this Agreement, including providing evidence of compliance with any restrictions on transfer, in form satisfactory to the Trustee, the Registrar and the Company, the Trustee shall execute, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Class C Certificates, in authorized denominations of a like aggregate Fractional Undivided Interest. Whenever any Class C Certificates are surrendered for exchange, the Trustee shall execute, authenticate and deliver the Class C Certificates that the Class C Certificateholder making the exchange is entitled to receive. Every Class C Certificate presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by the Class C Certificateholder thereof or its attorney duly authorized in writing. The Registrar and/or the Trustee may request and shall be entitled to receive as a prerequisite to the registration of transfers of any Class C Certificate in connection with any transfer signature guarantees satisfactory to it in its reasonable discretion.

The Registrar shall not register the transfer or exchange of any Class C Certificate in the name of any Person unless and until evidence satisfactory to the Company and the Trustee that the conditions to any such transfer or exchange set forth in Sections 4.02 through 4.05 shall have been satisfied is submitted to them and the Company has so notified the Trustee and the Registrar in writing of such satisfaction. The Registrar and the Trustee shall not be liable to any Person for registering any transfer or exchange, or for executing, authenticating or delivering any Class C Certificate based on such certification. The Registrar and the Trustee may treat the Person in whose name any Class C Certificate is registered as the sole owner of the beneficial interest in the Class C Trust evidenced by such Class C Certificate.

To permit registrations of transfers and exchanges in accordance with the terms, conditions and restrictions hereof, the Trustee shall execute and authenticate Class C Certificates at the Registrar's request. No service charge shall be made to a Class C Certificateholder for any registration of transfer or exchange of Class C Certificates, but the Trustee and the Registrar shall require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Class C Certificates. All Class C Certificates surrendered for registration of transfer or exchange shall be canceled and subsequently destroyed by the Trustee. Notwithstanding anything contained herein or elsewhere to the contrary, neither the Registrar nor the Trustee shall have any duty or obligation with

respect to any transfer, exchange or other disposition of an economic interest in a Class C Certificate (other than a transfer of a Class C Certificate itself) or any personal liability to any Person in connection with the same.

## ARTICLE V

### DISTRIBUTION; STATEMENTS TO CERTIFICATEHOLDERS

Section 5.01 Statements to Certificateholders. (a) On each Regular Distribution Date and Special Distribution Date, the Trustee will include with each distribution to the Class C Certificateholders a statement, giving effect to the distribution to be made on such Regular Distribution Date or Special Distribution Date, setting forth the following information (per \$1,000 aggregate face amount of Class C Certificates as to (ii) and (iii) below):

- (i) the aggregate amount of funds distributed on such Distribution Date under this Agreement, indicating the amount, if any, allocable to each source;
- (ii) the amount of such distribution under this Agreement allocable to principal and the amount allocable to Premium (if any);
- (iii) the amount of such distribution under this Agreement allocable to interest; and
- (iv) the Pool Balance and the Pool Factor.

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

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

(c) Promptly following:

(i) [Intentionally omitted]

(ii) the date of any early redemption or purchase of, or any default in the payment of principal or interest in respect of, any of the Series C Equipment Notes held in the Class C Trust,

the Trustee shall furnish to Class C Certificateholders of record on such date a statement setting forth (x) the expected Pool Balances for each subsequent Regular Distribution Date following such date, (y) the related Pool Factors for such Regular Distribution Dates and (z) the expected principal distribution schedule of the Series C Equipment Notes, in the aggregate, held as Trust Property at the date of such notice. With respect to the Class C Certificates registered in the name of DTC, the Trustee will request from DTC a securities position listing setting forth the names of all DTC Participants reflected on DTC's books as holding interests in the Class C Certificates on such date. The Trustee will mail to each such DTC Participant the statement described above and will make available additional copies as requested by such DTC Participant for forwarding to holders of interests in the Class C Certificates.

(d) [Intentionally omitted].

(e) The provisions of this Section 5.01 supersede and replace the provisions of Section 4.03 of the Basic Agreement in their entirety with respect to the Class C Trust.

## ARTICLE VI

### DEFAULT

Section 6.01 Purchase Rights of Certificateholders. (a) By acceptance of its Class C Certificate, each Class C Certificateholder agrees that at any time after the occurrence and during the continuation of a Certificate Buy-Out Event:

(i) each Class C Certificateholder (other than the Company or any of its Affiliates) shall have the right to purchase, at the price set forth in the Class A Trust Agreement and the Class B Trust Agreement, respectively, all, but not less than all, of the Class A Certificates and the Class B Certificates upon ten days' prior written irrevocable notice to the Trustee, the Class A Trustee, the Class B Trustee and each other Class C Certificateholder, on the third Business Day following the expiration of such ten-day notice period, *provided*, that (A) if prior to the end of such ten-day period any other Class C Certificateholder(s) (other than the Company or any of its Affiliates) notifies such purchasing Class C Certificateholder that such other Class C Certificateholder(s) want(s) to participate in such purchase, then such other Class C Certificateholder(s) (other than the Company or any of its Affiliates) may join with the purchasing Class C Certificateholder to purchase all, but not less than all, of the Class A Certificates and the Class B Certificates pro rata based on the Fractional Undivided Interest in the Class C Trust held by each such Class C Certificateholder and (B) upon consummation of such purchase no Class C Certificateholder shall have a right to purchase the Class A

Certificates and the Class B Certificates pursuant to this Section 6.01(a)(i) during the continuance of such Certificate Buy-Out Event; and

(ii) if any Refinancing Certificates are issued to refinance the Class C Certificates, each Holder of such Refinancing Certificates shall have the same right (subject to the same terms and conditions) to purchase Certificates pursuant to this Section 6.01(a) (and to receive notice in connection therewith) as the Holders of the Class C Certificates.

(b) This Section 6.01 supplements and, to the extent inconsistent with any provision of Section 6.01(d) of the Basic Agreement, replaces the provisions of Section 6.01(d) of the Basic Agreement. Notwithstanding anything to the contrary set forth herein or in any Operative Agreement, the provisions of this Section 6.01 may not be amended in any manner without the consent of each Class A Certificateholder, Class B Certificateholder and Class C Certificateholder or, as the case may be, Refinancing Certificateholder (in each case, other than the Company or any of its Affiliates in its respective capacity as a Certificateholder) that would be adversely affected thereby; provided that the purchase price under this Section 6.01 (as in effect on the date hereof) for any Certificate held by the Company or any of its Affiliates shall not be modified without the prior written consent of the Company. For the avoidance of doubt, if a Certificate Buy-Out Event ceases to exist and another Certificate Buy-Out Event occurs and is continuing, the purchase rights set forth in Section 6.01(a) shall be revived notwithstanding any exercise of such rights during the continuance of any preceding Certificate Buy-Out Event.

## ARTICLE VII

### THE TRUSTEE

Section 7.01 Delivery of Documents; Delivery Dates. (a) The Trustee is hereby directed (i) to execute and deliver the Intercreditor Agreement, the Class C NPA Joinder and each Second Amendment to Participation Agreement on or prior to the date of the initial issuance of the Initial Certificates (the "Issuance Date"), each in the form delivered to the Trustee by the Company, and (ii) subject to the respective terms thereof, to perform its obligations under the Intercreditor Agreement, the NPA, the Class C NPA Joinder and the Participation Agreements. Upon request of the Company and the satisfaction or waiver of the closing conditions specified in the Certificate Purchase Agreement, the Trustee shall execute, deliver, authenticate, issue and sell Class C Certificates in authorized denominations equaling in the aggregate the amount set forth, with respect to the Class C Trust, in Schedule A to the Certificate Purchase Agreement evidencing the entire ownership interest in the Class C Trust, which amount equals the maximum aggregate principal amount of Series C Equipment Notes to be purchased on the date hereof by the Trustee pursuant to each Second Amendment to Participation Agreement. Except as provided in Sections 3.03, 3.05 and 3.06 of the Basic Agreement, Sections 4.03, 4.04, 4.05 and 4.06 of this Trust Supplement or upon exchange of the Initial Certificates for Exchange Certificates, the Trustee shall not execute, authenticate or deliver Class C Certificates in excess of the aggregate amount specified in this paragraph. The provisions of this Section 7.01(a) supersede and replace the first three sentences of Section 2.02(a) of the Basic Agreement and the first sentence of Section 3.02(a) of the Basic Agreement, with respect to the Class C Trust.



(b) On the Issuance Date, upon satisfaction of the conditions set forth in each Second Amendment to Participation Agreement, the Trustee shall purchase the Series C Equipment Notes to be purchased thereunder. The purchase price of each Series C Equipment Note shall equal the principal amount of such Series C Equipment Note. No provisions of the Basic Agreement relating to Postponed Notes shall apply to the Class C Trust.

(c) With respect to the Class C Trust, Section 4.01(b) of the Basic Agreement is superseded and replaced in its entirety with the following: “The Trustee shall establish and maintain on behalf of the Class C Certificateholders a Special Payments Account as one or more accounts, which shall be non-interest bearing except as provided in Section 4.04 of the Basic Agreement. The Trustee shall hold the Special Payments Account in trust for the benefit of the Class C Certificateholders and shall make or permit withdrawals therefrom only as provided in the Agreement or the Intercreditor Agreement. On each day when one or more Special Payments are made to the Trustee under the Intercreditor Agreement, the Trustee, upon receipt thereof, shall immediately deposit the aggregate amount of such Special Payments in the Special Payments Account.”

(d) With respect to the Class C Trust, the second sentence of Section 4.02(c) of the Basic Agreement shall be superseded and replaced in its entirety with the following sentence: “Subject to the provisions of the Intercreditor Agreement: (i) in the event of redemption or purchase of Series C Equipment Notes held in the Class C Trust, such notice shall be mailed not less than 15 days prior to the Special Distribution Date for the Special Payment resulting from such redemption or purchase, which Special Distribution Date shall be the date of such redemption or purchase; and (ii) in the case of any other Special Payments, such notice of Special Payment shall be mailed as soon as practicable after the Trustee has confirmed that it has received funds for such Special Payment and shall state the Special Distribution Date for such Special Payment, which shall occur 15 days after the date of such notice of Special Payment or (if such 15th day is not practicable) as soon as practicable thereafter.”

(e) With respect to the Class C Trust, clause (ii) of the third sentence of Section 4.02(c) of the Basic Agreement shall be amended by deleting in its entirety the parenthetical phrase “(taking into account any payment to be made by the Responsible Party pursuant to Section 2.02(b)).”

Section 7.02 [Intentionally omitted].

Section 7.03 The Trustee. (a) Subject to Section 7.04 of this Trust Supplement and Section 7.15 of the Basic Agreement, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Trust Supplement, the Intercreditor Agreement, the NPA or the Class C NPA Joinder or the due execution hereof or thereof by the Company or the other parties thereto (other than the Trustee), or for or in respect of the recitals and statements contained herein or therein, all of which recitals and statements are made solely by the Company or the other parties thereto (other than the Trustee), except that the Trustee hereby represents and warrants that each of this Trust Supplement, the Basic Agreement, each Class C Certificate, the Intercreditor Agreement and the Class C NPA Joinder has been executed and delivered by one of its officers who is duly authorized to execute and deliver such document on its behalf.

(b) The Trustee shall at all times be a bank or trust company, organized and doing business under the laws of the United States or any state thereof, a substantial part of the business of which consists of (i) receiving deposits and making loans or (ii) exercising fiduciary powers similar to those permitted to national banks by the Comptroller of the Currency, and which is subject to supervision and examination by state or federal authority having supervision over banking institutions.

Section 7.04 Representations and Warranties of the Trustee. The Trustee hereby represents and warrants that:

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

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

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

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

Section 7.05 Trustee Liens. The Trustee in its individual capacity agrees, in addition to the agreements contained in Section 7.17 of the Basic Agreement, that it will at its own cost and expense promptly take any action as may be necessary to duly discharge and satisfy in full any Trustee's Liens on or with respect to the Trust Property which are attributable to the Trustee in its individual capacity and which are unrelated to the transactions contemplated by the Intercreditor Agreement or the NPA.

## ARTICLE VIII

### ADDITIONAL AMENDMENT; SUPPLEMENTAL AGREEMENTS

Section 8.01 Amendment of Section 5.02 of the Basic Agreement. Section 5.02 of the Basic Agreement shall be amended, with respect to the Class C Trust, by (i) replacing the phrase "of this Agreement" set forth in paragraph (a) thereof with the phrase "of the Note Documents, of the NPA and of this Agreement", and (ii) replacing the phrase "under this Agreement" set forth in paragraph (b) thereof with the phrase "under this Agreement, the NPA and any Note Document".

Section 8.02 Supplemental Agreements Without Consent of Class C Certificateholders. Without limitation of Section 9.01 of the Basic Agreement, under the terms of, and subject to the limitations contained in, Section 9.01 of the Basic Agreement, the Company may (but will not be required to), and the Trustee (subject to Section 9.03 of the Basic Agreement) shall, at the request of the Company at any time and from time to time, enter into (i) one or more agreements supplemental to the NPA for any of the purposes set forth in clauses (1) through (15) of such Section 9.01, and (without limitation of the foregoing or Section 9.01 of the Basic Agreement) (a) clauses (2) and (3) of such Section 9.01 shall also be deemed to include the Company's obligations under (in the case of clause (2)), and the Company's rights and powers conferred by (in the case of clause (3)), the NPA, (b) references in clauses (4) and (5) of such Section 9.01 to "any Intercreditor Agreement, any Note Purchase Agreement" shall also be deemed to refer to "the Intercreditor Agreement, the NPA, any Participation Agreement", (c) references to "any Intercreditor Agreement" in clause (7) of such Section 9.01 shall also be deemed to refer to "the Intercreditor Agreement, the NPA, any Participation Agreement" and (d) references to "any Intercreditor Agreement, any Note Purchase Agreement, any Indenture" and to "any Intercreditor Agreement" in clause (8) of such Section 9.01 shall also be deemed to refer to "the Intercreditor Agreement, the NPA, any Indenture, any Participation Agreement" and (ii) one or more agreements supplemental to any Operative Agreement or the NPA to provide for the formation of one or more Refinancing Trusts, the issuance of Refinancing Certificates, the purchase by any Refinancing Trust of applicable Refinancing Equipment Notes and other matters incidental thereto or as otherwise contemplated by Section 2.01(b) of the Basic Agreement, all as provided in Section 4(a) (v) of the NPA and Section 8.01(c) of the Intercreditor Agreement. In addition, the following provisions of Section 9.01 of the Basic Agreement shall be amended, with respect to the Class C Trust, as follows: (A) Section 9.01(1) of the Basic Agreement shall be amended by replacing the word "including" with the word "or"; (B) Section 9.01(6) of the Basic Agreement shall be amended by inserting the phrase "(or to facilitate any listing of any Certificates on any exchange or quotation system) or any requirement of DTC or like depository," after the phrase "any exchange or quotation system on which the Certificates of any series are listed" but before the phrase "or of any regulatory body"; (C) Section 9.01(7) of the

Basic Agreement shall be amended by inserting the phrase “to establish or” after the phrase “to such extent as shall be necessary” but before the phrase “to continue”; and (D) Section 9.01(8) of the Basic Agreement shall be amended by inserting the phrase “, or to evidence the substitution of a Liquidity Provider with a Replacement Liquidity Provider or to provide for a Replacement Liquidity Facility, all as provided in any Intercreditor Agreement” after the phrase “one or more Trusts” but before the phrase “and to add to or change”.

Section 8.03 Supplemental Agreements with Consent of Class C Certificateholders. Without limitation of Section 9.02 of the Basic Agreement, the provisions of Section 9.02 of the Basic Agreement shall apply to agreements or amendments for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the NPA or modifying in any manner the rights and obligations of the Class C Certificateholders under the NPA.

Section 8.04 Consent of Trustees for Amendment of Section 6.01. Notwithstanding any provision in Section 8.02 or Section 8.03 of this Trust Supplement to the contrary, no amendment or modification of Section 6.01 of this Trust Supplement shall be effective unless the trustee for each Class of Certificates affected by such amendment or modification shall have consented thereto.

Section 8.05 Amendment of Section 3.04 of the Basic Agreement. Sections 4.04, 4.05 and 4.06 of this Trust Supplement supersede and replace Section 3.04 of the Basic Agreement with respect to the Trust.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.01 Final Termination Date. The respective obligations and responsibilities of the Company and the Trustee created hereby and the Class C Trust created hereby shall terminate upon the distribution to all Class C Certificateholders and the Trustee of all amounts required to be distributed to them pursuant to this Agreement and the disposition of all property held as part of the Trust Property; provided, however, that in no event shall the Trust created hereby continue beyond the expiration of 21 years from the death of the last survivor of the descendants of Joseph P. Kennedy, Sr., the father of John F. Kennedy, former President of the United States, living on the date of this Trust Supplement.

Section 9.02 Basic Agreement Ratified. Except and so far as herein expressly provided, all of the provisions, terms and conditions of the Basic Agreement are in all respects ratified and confirmed; and the Basic Agreement and this Trust Supplement shall be taken, read and construed as one and the same instrument. To the extent that any provisions of the Basic Agreement are superseded by any provisions of this Trust Supplement, any reference to such provisions of the Basic Agreement herein or in the Basic Agreement shall be deemed to be such provisions of this Trust Supplement.

Section 9.03 Governing Law. THIS AGREEMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND THIS AGREEMENT AND THE CLASS C

CERTIFICATES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

Section 9.04 Counterparts. This Trust Supplement may be executed in any number of counterparts (and each of the parties shall not be required to execute the same counterpart). Each counterpart of this Trust Supplement including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Trust Supplement, but all of such counterparts together shall constitute one instrument.

Section 9.05 Intention of Parties. The parties hereto intend that the Class C Trust be classified for United States federal income tax purposes as a grantor trust under Subpart E, Part I, Subchapter J, Chapter 1 of Subtitle A of the Code, and not as a trust or association taxable as a corporation or as a partnership. Each Certificateholder of, and each Person acquiring a beneficial interest in, a Class C Certificate, by its acceptance of its Class C Certificate or a beneficial interest therein, agrees to treat the Class C Trust as a grantor trust for all United States federal, state and local income tax purposes. The Trustee shall not be authorized or empowered to do anything that would cause the Class C Trust to fail to qualify as a grantor trust for such tax purposes (including as subject to this restriction, acquiring any Aircraft by bidding the Equipment Notes relating thereto or otherwise, or taking any action with respect to any such Aircraft once acquired).

Section 9.06 Submission to Jurisdiction. Each of the parties hereto hereby (i) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto or thereto, or their successors or permitted assigns and (ii) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts.

IN WITNESS WHEREOF, the parties have caused this Trust Supplement to be duly executed by their respective officers thereto duly authorized as of the date first written above.

AMERICAN AIRLINES, INC.

By: /s/ Thomas T. Weir

Name: Thomas T. Weir

Title: Vice President and Treasurer

WILMINGTON TRUST COMPANY, as Trustee

By: /s/ Anita Roselli Woolery

Name: Anita Roselli Woolery

Title: Vice President

Trust Supplement No. 2013-2C  
AA Aircraft EETC

**FORM OF CERTIFICATE**

[THIS CERTIFICATE IS SUBJECT TO TRANSFER RESTRICTIONS. THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED, PLEDGED, SOLD OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT); (2) AGREES THAT, FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT WILL NOT OFFER, PLEDGE, RESELL OR OTHERWISE TRANSFER THIS CERTIFICATE EXCEPT (I)(A) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO AMERICAN AIRLINES, INC. OR ANY AFFILIATE THEREOF; AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS; (3) AGREES THAT PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE TRUSTEE AND AMERICAN AIRLINES, INC. SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE IN COMPLIANCE WITH THE FOREGOING CLAUSE (2) AND PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CERTIFICATE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS CERTIFICATE, THE TRANSFEREE MUST COMPLETE THE FORM ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT SUCH FORM TO THE TRUSTEE. TRUST SUPPLEMENT NO. 2013-2C TO THE PASS THROUGH TRUST AGREEMENT CONTAINS A PROVISION REQUIRING THE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE FOREGOING RESTRICTIONS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO

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AA Aircraft EETC

BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.]<sup>1</sup>

[THIS CERTIFICATE IS SUBJECT TO TRANSFER RESTRICTIONS. FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT MAY NOT BE OFFERED, PLEDGED, SOLD OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OR ACCEPTANCE HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"); (2) AGREES THAT, FOR SO LONG AS THIS CERTIFICATE IS OUTSTANDING, IT WILL NOT OFFER, PLEDGE, RESELL OR OTHERWISE TRANSFER THIS CERTIFICATE EXCEPT (I)(A) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OR (B) TO AMERICAN AIRLINES, INC. OR ANY AFFILIATE THEREOF; AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OF AMERICA AND OTHER APPLICABLE JURISDICTIONS; (3) AGREES THAT PRIOR TO SUCH TRANSFER, IT WILL FURNISH TO THE TRUSTEE AND AMERICAN AIRLINES, INC. SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE IN COMPLIANCE WITH THE FOREGOING CLAUSE (2) AND (4) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CERTIFICATE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS CERTIFICATE, THE TRANSFEREE MUST COMPLETE THE FORM ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT SUCH FORM TO THE TRUSTEE. TRUST SUPPLEMENT NO. 2013-2C TO THE PASS THROUGH TRUST AGREEMENT CONTAINS A PROVISION REQUIRING THE REGISTRAR TO REFUSE TO REGISTER ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE FOREGOING RESTRICTIONS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.]<sup>2</sup>

<sup>1</sup> To be included on the face of each Global Certificate and each Definitive Certificate issued in exchange for beneficial interests in a Global Certificate.

<sup>2</sup> To be included on the face of (a) each Global Exchange Certificate and each Definitive Certificate issued in exchange for beneficial interests in a Global Exchange Certificate and (b) each Class C Certificate (whether it is a Global Certificate or a Definitive Certificate) following the sale thereof under an effective Shelf Registration Statement.



[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE TRUSTEE OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]<sup>3</sup>

BY ITS ACQUISITION OR ACCEPTANCE HEREOF OR ANY INTEREST HEREIN, THE HOLDER HEREOF OR OF SUCH INTEREST REPRESENTS THAT EITHER (A) NO ASSETS OF (I) AN EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), (II) A PLAN DESCRIBED IN SECTION 4975(E)(1) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), (III) AN ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR (IV) A NON-U.S., GOVERNMENTAL OR CHURCH PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL, OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”), HAVE BEEN USED TO PURCHASE THIS SECURITY OR ANY INTEREST HEREIN, OR (B) THE PURCHASE AND HOLDING OF THIS SECURITY OR ANY INTEREST HEREIN BY THE HOLDER IS EXEMPT FROM THE PROHIBITED TRANSACTION RESTRICTIONS OF ERISA AND THE CODE OR ANY PROVISION OF SIMILAR LAW PURSUANT TO ONE OR MORE PROHIBITED TRANSACTION STATUTORY OR ADMINISTRATIVE EXEMPTIONS.

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<sup>3</sup> This legend to appear on Book-Entry Certificates to be deposited with The Depository Trust Company.

[GLOBAL CERTIFICATE]<sup>1</sup>

AMERICAN AIRLINES PASS THROUGH TRUST 2013-2C

AMERICAN AIRLINES [INITIAL] [EXCHANGE] PASS THROUGH CERTIFICATE, SERIES 2013-2C

Final Expected Regular Distribution Date: January 15, 2017

evidencing a fractional undivided interest in the Trust, the property of which includes or will include, among other things, certain Equipment Notes each secured by an Aircraft owned by American Airlines, Inc.

Certificate No. \_\_\_\_\_

\$ \_\_\_\_\_ Fractional Undivided Interest  
representing 0.00039059753611074200% of the  
Trust per \$1,000 face amount

CUSIP No. \_\_\_\_\_

THIS CERTIFIES THAT \_\_\_\_\_, for value received, is the registered owner of a \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars) Fractional Undivided Interest (or such lesser amounts as shall be the aggregate outstanding face amount hereof as set forth in the records of the Trustee) in the American Airlines Pass Through Trust, Series 2013-2C (the "Trust") created by WILMINGTON TRUST COMPANY, as trustee (together with any successor in interest and any successor or other trustee appointed pursuant to the Trust Supplement referred to below, the "Trustee") under a Pass Through Trust Agreement, dated as of March 12, 2013 (the "Basic Agreement"), between Wilmington Trust Company and American Airlines, Inc., a Delaware corporation (together with any successor in interest pursuant to Section 5.02 of the Basic Agreement, the "Company"), as supplemented by Trust Supplement No. 2013-2C thereto, dated as of December 20, 2013 (collectively with the Basic Agreement, and as may be amended from time to time, the "Agreement"), between the Trustee and the Company, a summary of certain of the pertinent provisions of which is set forth below. To the extent not otherwise defined herein, the capitalized terms used herein have the meanings assigned to them in the Agreement. This Certificate is one of the duly authorized Certificates designated as "American Airlines [Initial] [Exchange] Pass Through Certificates, Series 2013-2C" (herein called the "Certificates"). This Certificate is issued under and is subject to the terms, provisions and conditions of the Agreement. By virtue of its acceptance hereof, the Certificateholder of this Certificate assents to and agrees to be bound by all of the provisions of the Agreement and the Intercreditor Agreement, including the subordination provisions of Section 9.09 of the Intercreditor Agreement. The Trust Property is expected to include certain Equipment Notes and includes all rights of the Trust and the Trustee, on behalf of the Trust, to receive any payments under the Intercreditor Agreement. Each issue of the Equipment Notes will be secured by, among other things, a security interest in the Aircraft owned by the Company.

<sup>1</sup> To be included on the face of each Global Certificate and each Global Exchange Certificate.

Trust Supplement No. 2013-2C  
AA Aircraft EETC

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

Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, from funds then available to the Trustee, there will be distributed on each January 15 and July 15 (each, a "Regular Distribution Date"), commencing on January 15, 2014, to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the Regular Distribution Date, an amount in respect of the Scheduled Payments on the Series C Equipment Notes due on such Regular Distribution Date, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Scheduled Payments. Subject to and in accordance with the terms of the Agreement and the Intercreditor Agreement, in the event that Special Payments on the Series C Equipment Notes are received by the Trustee, from funds then available to the Trustee, there shall be distributed on the applicable Special Distribution Date, to the Person in whose name this Certificate is registered at the close of business on the 15th day preceding the applicable Special Distribution Date, an amount in respect of such Special Payments on the Series C Equipment Notes, the receipt of which has been confirmed by the Trustee, equal to the product of the percentage interest in the Trust evidenced by this Certificate and an amount equal to the sum of such Special Payments so received. If a Regular Distribution Date or Special Distribution Date is not a Business Day, distribution shall be made on the immediately following Business Day and no interest shall accrue during the intervening period. The Trustee shall mail notice of each Special Payment and the Special Distribution Date therefor to the Certificateholder of this Certificate.

The Holder of this Certificate is entitled to the benefits of the Registration Rights Agreement, dated as of December 20, 2013, among the Company, the Trustee and the representatives of the Initial Purchasers named therein (the "Third 2013-2 Registration Rights Agreement"). Subject to the terms of the Third 2013-2 Registration Rights Agreement, in the event that neither the consummation of the Exchange Offer nor the declaration by the Commission of a Shelf Registration Statement to be effective (a "Registration Event") occurs on or prior to the 90<sup>th</sup> day after the Exchange Deadline (as defined below) (or, if the last day of such 90<sup>th</sup> day period is not a Business Day, the first Business Day thereafter) (the "Shelf Registration Deadline"), the interest rate per annum borne by the Certificates shall be increased by 0.50% per annum effective as of the first day after the Shelf Registration Deadline but only until the Exchange Offer is consummated or the Shelf Registration Statement is declared or otherwise becomes effective under Securities and Exchange Commission rules. In the event that the Shelf Registration Statement ceases to be available at any time in the manner prescribed and during the period specified by the Third 2013-2 Registration Rights Agreement for more than 45 days during any three-month period or 120 days within any one-year period, the interest rate per annum borne by the Certificates shall be increased by 0.50% from the 46<sup>th</sup> day or 121<sup>st</sup> day, as applicable, until such time as the Shelf Registration Statement again becomes available. The

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“Exchange Deadline” means the 270<sup>th</sup> day after the Plan Effective Date (or, if the last day of such 270-day period is not a Business Day, the first Business Day thereafter).<sup>2</sup>

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

The Certificates do not represent a direct obligation of, or an obligation guaranteed by, or an interest in, the Company, the Trustee, the Subordination Agent, any Loan Trustee or any Affiliate of any thereof. The Certificates are limited in right of payment, all as more specifically set forth on the face hereof and in the Agreement. All payments or distributions made to Certificateholders under the Agreement shall be made only from the Trust Property and only to the extent that the Trustee shall have sufficient income or proceeds from the Trust Property to make such payments in accordance with the terms of the Agreement. Each Certificateholder of this Certificate, by its acceptance hereof, agrees that it will look solely to the income and proceeds from the Trust Property to the extent available for any payment or distribution to such Certificateholder pursuant to the terms of the Agreement and that it will not have any recourse to the Company, the Trustee, the Loan Trustees or any Affiliate of any thereof except as otherwise expressly provided in the Agreement, in any Note Document or in the Intercreditor Agreement. This Certificate does not purport to summarize the Agreement and reference is made to the Agreement for information with respect to the interests, rights, benefits, obligations, proceeds and duties evidenced hereby. A copy of the Agreement may be examined during normal business hours at the principal office of the Trustee, and at such other places, if any, designated by the Trustee, by any Certificateholder upon request.

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

As provided in the Agreement and subject to certain limitations set forth therein, the transfer of this Certificate is registrable in the Register upon surrender of this Certificate for registration of transfer at the offices or agencies maintained by the Trustee in its capacity as

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<sup>2</sup> To be included only on each Initial Certificate.

Registrar, or by any successor Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and the Registrar, duly executed by the Certificateholder hereof or such Certificateholder's attorney duly authorized in writing, and thereupon one or more new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust will be issued to the designated transferee or transferees.

[The Certificates are issuable only as registered Certificates without coupons in minimum denominations of \$200,000 and multiples of \$1,000 in excess thereof, except that one Certificate may be issued in a different denomination.]<sup>3</sup> [The Certificates are issuable in denominations of \$2,000 (or such other denomination that is the lowest integral multiple of \$1,000 that is, at the time of issuance, equal to at least 1,000 euros) and integral multiples of \$1,000 in excess thereof, except that one Certificate may be issued in a different denomination.]<sup>4</sup> As provided in the Agreement and subject to certain limitations therein set forth, the Certificates are exchangeable for new Certificates of authorized denominations evidencing the same aggregate Fractional Undivided Interest in the Trust, as requested by the Certificateholder surrendering the same.

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

The Company, the Trustee, the Registrar and any Paying Agent shall deem and treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Company, the Trustee, the Registrar or any such agent shall be affected by any notice to the contrary.

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

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

Any Person acquiring or accepting this Certificate or an interest herein will, by such acquisition or acceptance, be deemed to represent and warrant to the Company, the Loan Trustees and the Trustee that either: (i) no assets of a Plan or any trust established with respect to a Plan have been used to acquire this Certificate or an interest herein or (ii) the purchase and holding of this Certificate or interest herein by such Person are exempt from the prohibited transaction restrictions of ERISA and the Code or provisions of Similar Law pursuant to one or more prohibited transaction statutory or administrative exemptions.

<sup>3</sup> To be included only in the Exchange Certificates.

<sup>4</sup> To be included only in the Initial Certificates.

**THIS CERTIFICATE AND THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

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

Trust Supplement No. 2013-2C  
AA Aircraft EETC

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

AMERICAN AIRLINES PASS THROUGH TRUST 2013-2C

By: WILMINGTON TRUST COMPANY, as Trustee

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

Dated:

Trust Supplement No. 2013-2C  
AA Aircraft EETC

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

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

WILMINGTON TRUST COMPANY, as Trustee

By: \_\_\_\_\_  
Authorized Officer

Trust Supplement No. 2013-2C  
AA Aircraft EETC



[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED the undersigned registered holder hereby sell(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.

\_\_\_\_\_  
Please print or typewrite name and address including zip code of assignee

\_\_\_\_\_  
the within Certificate and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney to transfer said Certificate on the books of the Trustee with full power of substitution in the premises.

[THE FOLLOWING PROVISION TO BE INCLUDED ON ALL CERTIFICATES]

In connection with any transfer of this Certificate, the undersigned confirms that this Certificate is being transferred to a "qualified institutional buyer" in compliance with, and within the meaning of, Rule 144A under the Securities Act of 1933, as amended

Trust Supplement No. 2013-2C  
AA Aircraft EETC

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

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatsoever.

SIGNATURE GUARANTEE: \_\_\_\_\_

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

TO BE COMPLETED BY PURCHASER

The undersigned represents and warrants that it is purchasing this Certificate for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: \_\_\_\_\_

NOTICE: To be executed by an executive officer

Trust Supplement No. 2013-2C  
AA Aircraft EETC

EXHIBIT B to  
TRUST SUPPLEMENT NO. 2013-2C

**DTC LETTER OF REPRESENTATIONS**

Trust Supplement No. 2013-2C  
AA Aircraft EETC

**AMENDED AND RESTATED  
INTERCREDITOR AGREEMENT**

(2013-2)

Dated as of December 20, 2013

among

WILMINGTON TRUST COMPANY,  
as Trustee of the  
American Airlines Pass Through Trust 2013-2A,  
American Airlines Pass Through Trust 2013-2B,

and

American Airlines Pass Through Trust 2013-2C,

MORGAN STANLEY BANK, N.A.,  
as Class A Liquidity Provider,

and

as Class B Liquidity Provider,

and

WILMINGTON TRUST COMPANY,  
as Subordination Agent

Amended and Restated Intercreditor Agreement (2013-2)  
AA Aircraft EETC

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## AMENDED AND RESTATED INTERCREDITOR AGREEMENT

This AMENDED AND RESTATED INTERCREDITOR AGREEMENT, dated as of December 20, 2013, is made by and among WILMINGTON TRUST COMPANY, a Delaware trust company (in its individual capacity, together with its successors and permitted assigns, "**WTC**"), not in its individual capacity but solely as trustee of each Trust (such term and other capitalized terms used herein without definition being defined as provided in Article I); MORGAN STANLEY BANK, N.A., a national banking association ("**MS Bank**"), as Class A Liquidity Provider and as Class B Liquidity Provider, and WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity except as expressly set forth herein, but solely as Subordination Agent and trustee hereunder (in such capacity, together with any successor appointed pursuant to Article VII, the "**Subordination Agent**").

WHEREAS, the Class A Trustee, the Class A Liquidity Provider and the Subordination Agent entered into that certain Intercreditor Agreement (2013-2), dated as of July 31, 2013 (as amended by Amendment No. 1 to Intercreditor Agreement (2013-2), dated as of November 27, 2013, among the Class A Trustee, the Class B Trustee, the Class A Liquidity Provider, the Class B Liquidity Provider and the Subordination Agent, the "**Original Intercreditor Agreement**");

WHEREAS, American had a right to issue "Additional Series Equipment Notes" (as defined in the Original Note Purchase Agreement) pursuant to the terms of Section 2.02 of each Indenture (as in effect immediately prior to the Class C Closing Date), Section 4(a)(v) of the Original Note Purchase Agreement and Section 8.01(d) of the Original Intercreditor Agreement, and such Section 8.01(d) provides that the Original Intercreditor Agreement shall be amended by written agreement of American and the Subordination Agent to give effect to the issuance of the "Additional Series Pass Through Certificates" (as defined in the Original Note Purchase Agreement) and the addition of the "Additional Series Pass Through Trustee" (as defined in the Original Note Purchase Agreement) as a party to the Original Intercreditor Agreement;

WHEREAS, American has entered into a Trust Supplement with respect to the Class C Trust in connection with the issuance of the Class C Certificates (which constitute such "Additional Series Pass Through Certificates") to provide financing for the purchase by the Class C Trustee (which constitutes such "Additional Series Pass Through Trustee") of the Series C Equipment Notes (which constitute such "Additional Series Equipment Notes"), in respect of, and secured by a security interest in, the Aircraft;

WHEREAS, the Trust created by the Class C Trust Agreement proposes to issue the Class C Certificates bearing the interest rate and having the final distribution date described in the Class C Trust Agreement on the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Class C Certificate Purchase Agreement, the Class C Initial Purchasers propose to purchase the Class C Certificates on the terms and subject to the conditions set forth therein;



WHEREAS, pursuant to the Indenture with respect to each Aircraft, American has issued a Series A Equipment Note and a Series B Equipment Note and will issue a Series C Equipment Note on the date hereof;

WHEREAS, pursuant to the Participation Agreement with respect to each Aircraft, the Class A Trust and the Class B Trust have acquired the related Series A Equipment Note and the related Series B Equipment Note, respectively, and the Class C Trust will acquire the related Series C Equipment Note on the date hereof;

WHEREAS, the Class A Liquidity Provider has entered into a revolving credit agreement on July 31, 2013 with the Subordination Agent, as agent and trustee for the Class A Trustee for the benefit of the Class A Certificateholders, and the Class B Liquidity Provider has entered into a revolving credit agreement on November 27, 2013 with the Subordination Agent, as agent and trustee for the Class B Trustee for the benefit of the Class B Certificateholders; and

WHEREAS, it is a condition precedent to the obligations of the Class C Initial Purchasers under the Class C Certificate Purchase Agreement, (x) that this Agreement be executed and delivered by each party hereto to amend and restate the Original Intercreditor Agreement in its entirety in connection with the issuance of the Class C Certificates and (y) that the Subordination Agent, the Trustees and the Liquidity Providers agree to the terms of subordination set forth in this Agreement in respect of each Class of Certificates, and the Subordination Agent, the Trustees and the Liquidity Providers, by entering into this Agreement, hereby acknowledge and agree to such terms of subordination and the other provisions of this Agreement;

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

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. (a) The definitions stated herein apply equally to the singular and the plural forms of the terms defined.

(b) All references in this Agreement to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement.

(c) The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(d) Unless the context otherwise requires, whenever the words "including", "include" or "includes" are used herein, it shall be deemed to be followed by the phrase "without limitation".

(e) All references in this Agreement to a Person shall include successors and permitted assigns of such Person.

(f) For purposes of this Agreement, unless the context otherwise requires, the following capitalized terms shall have the following meanings:

**“60-Day Period”** means 60-day period specified in Section 1110(a)(2)(A) of the Bankruptcy Code.

**“Acceleration”** means, with respect to the amounts payable in respect of the Equipment Notes issued under any Indenture, such amounts becoming immediately due and payable by declaration or otherwise. “Accelerate”, “Accelerated” and “Accelerating” have meanings correlative to the foregoing.

**“Actual Disposition Event”** means, in respect of any Equipment Note: (i) the sale or disposition by the applicable Loan Trustee of the Aircraft securing such Equipment Note for cash, (ii) the occurrence of the mandatory redemption date for such Equipment Note following an Event of Loss (as defined in such Indenture) with respect to such Aircraft or (iii) the sale by the Subordination Agent of such Equipment Note for cash.

**“Administration Expenses”** has the meaning specified in clause “first” of Section 3.02.

**“Advance”** means, with respect to any Liquidity Facility, any Advance as defined in such Liquidity Facility.

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

**“Agreement”** means this Amended and Restated Intercreditor Agreement, dated as of December 20, 2013, as it may be amended, supplemented or otherwise modified from time to time.

**“Aircraft”** means, with respect to each Indenture, the “Aircraft” referred to therein.

**“American”** means American Airlines, Inc., a Delaware corporation, and its successors and permitted assigns.

**“American Bankruptcy Event”** means:

(a) prior to the Plan Effective Date, the occurrence of any of the following:

(i) American or any other AMR Group Member shall file a motion or other pleading in the Existing Bankruptcy Case: (A) to reverse, stay or vacate the Bankruptcy Court Order; (B) to dismiss the Existing Bankruptcy Case or to convert the Existing Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code; (C) to appoint a trustee, a responsible officer, a receiver, or an examiner with enlarged powers relating to the operation of the business (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; (D) to recover from any portion of the Collateral any costs or expenses of preserving or disposing of such Collateral under Section 506(c) of the Bankruptcy Code; or (E) to reject or challenge the enforceability of any Operative Agreement or alleging that any provision thereof has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms;

(ii) an order of the Bankruptcy Court or appellate court is entered: (A) reversing, staying or vacating the Bankruptcy Court Order in a manner that (1) does not result in an Indenture Event of Default other than under Section 4.01(l)(ii)(A) of any Indenture or in an event that would constitute such an Indenture Event of Default but for the requirement that notice be given or time elapse or both and (2) results in a material adverse effect on the rights of the Loan Trustee, any holder of Equipment Notes or any holder of Certificates thereunder, and such material adverse effect shall continue unremedied for a period of 60 days after receipt by American of written notice thereof from the Loan Trustee; provided that, if such material adverse effect is capable of being remedied, no such material adverse effect shall constitute an American Bankruptcy Event for a period of one year after such notice is received by American so long as American is diligently proceeding to remedy such material adverse effect; provided further that any order of the Bankruptcy Court or the United States Court of Appeals for the Second Circuit or any other court entered in the proceedings captioned *U.S. Bank Trust National Association, et al. v. American Airlines, et al.*, Nos. 13-1204, 13-1207, 13-1208 (2d. Cir.) or on remand to a lower court or review by a higher court shall be deemed to not have such a material adverse effect to the extent that it requires the payment of any Prepetition Make-Whole Amount with respect to any of the Existing Financings; (B) dismissing the Existing Bankruptcy Case or converting the Existing Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code; or (C) appointing a trustee, a responsible officer, a receiver, or an examiner with enlarged powers relating to the operation of the business (beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; or

(iii) (A) the filing by American or any other AMR Group Member of (x) any motion or other pleading in the Existing Bankruptcy Case that, if approved, would permit or require any Person to repay the Equipment Notes issued and outstanding under any Indenture in full in a single transaction or a series of transactions prior to the Plan Effective Date (except in accordance with Section 2.10 of any Indenture) or (y) any plan of reorganization in the Existing Bankruptcy Case that, if confirmed, would permit or require any Person to repay the Equipment Notes issued and outstanding under any Indenture in full in a single transaction or series of transactions prior to the Plan Effective Date (except in accordance with Section 2.10 of the Indenture) or (B) the first date by which both (x) any Equipment Note issued and outstanding under any Indenture may be repaid in full (except in accordance with Section 2.10 of such Indenture) pursuant to an order entered in the Existing Bankruptcy Case or a plan of

reorganization confirmed in the Existing Bankruptcy Case, in each case permitting or requiring the repayment in full of the Equipment Notes issued and outstanding under such Indenture in a single transaction or a series of transactions prior to the Plan Effective Date (except in accordance with Section 2.10 of such Indenture) and (y) material steps shall have been taken to make such repayment; or

(b) on or after the Plan Effective Date, the occurrence and continuance of any of the following:

(i) American consents to the appointment of or the taking of possession by a receiver, trustee or liquidator of itself or of a substantial part of its property, admits in writing its inability to pay its debts generally as they come due or makes a general assignment for the benefit of creditors; or

(ii) American files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, liquidation or other relief as a debtor in a case under any bankruptcy laws or insolvency laws (as in effect at such time) or an answer admitting the material allegations of a petition filed against American as a debtor in any such case, or American seeks relief as a debtor by voluntary petition, answer or consent, under the provisions of any other bankruptcy or other similar law providing for the reorganization or winding-up of corporations (as in effect at such time), or American seeks an agreement, composition, extension or adjustment with its creditors under such laws; or

(iii) an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of American, a receiver, trustee or liquidator of American or sequestering any substantial part of its property, or granting any other relief in respect of American as a debtor under any bankruptcy laws or insolvency laws (as in effect at such time), and any such order, judgment or decree of appointment or sequestration remains in force undismissed, unstayed and unvacated for a period of 90 days after the date of entry thereof; or

(iv) a petition against American as a debtor in a case under the federal bankruptcy laws or other insolvency laws (as in effect at such time) is filed and not withdrawn or dismissed within 90 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations that applies to American, any court of competent jurisdiction assumes jurisdiction, custody or control of American or of any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed and unterminated for a period of 90 days.

**“American Provisions”** has the meaning specified in Section 8.01(a).

**“AMR Group Member”** means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any Person that is directly or indirectly controlled by American Airlines Group Inc. For the purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or by contract or otherwise.

“**Appraisal**” has the meaning specified in Section 4.01(a)(iv).

“**Appraised Current Market Value**” of any Aircraft means the lower of the average and the median of the three most recent Post-Default Appraisals of such Aircraft.

“**Appraisers**” means Aircraft Information Systems, Inc., BK Associates, Inc. and Morten Beyer & Agnew, Inc. or, so long as the Person entitled or required hereunder to select such Appraiser acts reasonably, any other nationally recognized appraiser reasonably satisfactory to the Subordination Agent and the Controlling Party.

“**Available Amount**” means, with respect to any Liquidity Facility on any drawing date, subject to the proviso contained in the first sentence of Section 3.05(g), an amount equal to (a) the Stated Amount of such Liquidity Facility at such time, less (b) the aggregate amount of each Interest Drawing honored by the Liquidity Provider under such Liquidity Facility on or prior to such date that has not been reimbursed or reinstated as of such date; *provided* that, following a Downgrade Drawing, a Non-Extension Drawing, a Special Termination Drawing or a Final Drawing under such Liquidity Facility, the Available Amount of such Liquidity Facility shall be zero.

“**Bankruptcy Code**” means the United States Bankruptcy Code, 11 United States Code §§101 *et seq.*, as amended, or any successor statutes thereto.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of New York.

“**Bankruptcy Court Order**” means, collectively, (i) the Bankruptcy Court order entitled “Order Pursuant to 11 U.S.C. §§ 105(a), 362, 363, 364, 503(b) and 507 and Fed. R. Bankr. P. 4001 and 6004 (I) Authorizing Debtors to Obtain Postpetition Secured First Priority Aircraft Financing and Grant Security Interests and Liens with Respect Thereto, (II) Authorizing Debtors to Repay Existing Prepetition Debt Relating to Certain Aircraft, (III) Denying Requests by U.S. Bank Trust National Association for Relief from Automatic Stay and (IV) Granting Related Relief”, dated February 1, 2013, and entered by the Bankruptcy Court on February 1, 2013 (ECF No. 6521), and (ii) the Bankruptcy Court order entitled “Order Pursuant to 11 U.S.C. §§ 105(a), 362, 364, 503(b) and 507 and Fed. R. Bankr. P. 4001 (I) Authorizing Debtors to Obtain Postpetition Secured First Priority Aircraft Financing and Grant Security Interests and Liens With Respect Thereto, and (II) Granting Related Relief”, dated October 17, 2013, and entered by the Bankruptcy Court on October 17, 2013 (ECF No. 10327).

“**Basic Agreement**” means that certain Pass Through Trust Agreement, dated as of March 12, 2013, between American and Wilmington Trust Company, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms, but does not include any Trust Supplement.

“**Business Day**” means, with respect to the Certificates of any Class, any day other than a Saturday, or a Sunday or a day on which commercial banks are required or authorized to close in New York, New York, Fort Worth, Texas, Wilmington, Delaware, or, so long as any Certificate is outstanding, the city and state in which any Trustee, the Subordination Agent or any related Loan Trustee maintains its Corporate Trust Office or receives and disburses

funds, and that, solely with respect to draws under any Liquidity Facility, also is a “Business Day” as defined in such Liquidity Facility.

“**Cash Collateral Account**” means the Class A Cash Collateral Account or the Class B Cash Collateral Account, as applicable.

“**Certificate**” means a Class A Certificate, a Class B Certificate or a Class C Certificate, as applicable.

“**Certificate Buy-Out Event**” means that an American Bankruptcy Event has occurred on or after the Plan Effective Date and is continuing and either of the following events has occurred: (A) (i) the 60-Day Period has expired, and (ii) American has not entered into one or more agreements under Section 1110(a)(2)(A) of the Bankruptcy Code to perform all of its obligations under all of the Indentures and cured defaults under all of the Indentures in accordance with Section 1110(a)(2)(B) of the Bankruptcy Code or, if it has entered into such agreements, has at any time thereafter failed to cure any default under any of the Indentures in accordance with Section 1110(a)(2)(B) of the Bankruptcy Code; or (B) prior to the expiry of the 60-Day Period, American shall have abandoned any Aircraft.

“**Certificateholder**” means, with respect to any Class of Certificates, the Person in whose name a Certificate is registered in the Register for the Certificates of such Class.

“**Citizen of the United States**” has the meaning specified for such term in Section 40102(a)(15) of Title 49 of the United States Code or any similar legislation of the United States enacted in substitution or replacement therefor.

“**Class**” means a single class of Certificates issued by a Trust pursuant to a Trust Agreement.

“**Class A Cash Collateral Account**” means, in respect of the Class A Liquidity Facility, an Eligible Deposit Account in the name of the Subordination Agent maintained at an Eligible Institution, which shall be the Subordination Agent if it so qualifies, into which amounts shall be deposited as referred to in Section 3.05(f).

“**Class A Certificate Purchase Agreement**” means the Purchase Agreement, dated as of July 24, 2013, among the Class A Initial Purchasers and American, relating to the purchase of the Class A Certificates by the Class A Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“**Class A Certificateholder**” means, at any time, any Certificateholder of one or more Class A Certificates.

“**Class A Certificates**” means the certificates issued by the Class A Trust, substantially in the form of Exhibit A to the Class A Trust Agreement, and authenticated by the Class A Trustee, representing Fractional Undivided Interests in the Class A Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class A Trust Agreement.

“**Class A Initial Purchasers**” means the several initial purchasers listed as such in the Class A Certificate Purchase Agreement.

“**Class A Liquidity Expenses**” means all Class A Liquidity Obligations other than (i) the principal amount of any Drawings under the Class A Liquidity Facility and (ii) any interest accrued on any Class A Liquidity Obligations.

“**Class A Liquidity Facility**” means, initially, the Revolving Credit Agreement (2013-2A), dated as of July 31, 2013, between the Subordination Agent, as agent and trustee for the Class A Trustee, and MS Bank and, from and after the replacement of such agreement pursuant hereto, the Replacement Liquidity Facility therefor, if any, in each case as amended, supplemented or otherwise modified from time to time in accordance with its terms; *provided*, that, for purposes of any obligation of American, no amendment, modification or supplement to, or substitution or replacement of, any Class A Liquidity Facility shall be effective unless consented to by American.

“**Class A Liquidity Obligations**” means all principal, interest, fees and other amounts owing to the Class A Liquidity Provider under the Class A Liquidity Facility, Section 4.02 of the Participation Agreements or the applicable Fee Letter.

“**Class A Liquidity Provider**” means MS Bank, together with any Replacement Liquidity Provider that has issued a Replacement Liquidity Facility to replace the Class A Liquidity Facility pursuant to Section 3.05(c) or 3.05(e).

“**Class A Registration Rights Agreement**” means the Registration Rights Agreement, dated as of July 31, 2013, among American, the Class A Initial Purchasers and the Class A Trustee, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“**Class A Trust**” means the American Airlines Pass Through Trust 2013-2A created and administered pursuant to the Class A Trust Agreement.

“**Class A Trust Agreement**” means the Basic Agreement, as supplemented by Trust Supplement No. 2013-2A thereto, dated as of July 31, 2013, governing the creation and administration of the American Airlines Pass Through Trust 2013-2A and the issuance of the Class A Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“**Class A Trustee**” means Wilmington Trust Company, not in its individual capacity except as expressly set forth in the Class A Trust Agreement, but solely as trustee under the Class A Trust Agreement, together with any successor trustee appointed pursuant thereto.

“**Class B Adjusted Interest**” means, as of any Current Distribution Date: (I) any interest described in clause (II) of this definition accrued prior to the immediately preceding Distribution Date which remains unpaid and (II) the sum of (A) interest determined at the Stated Interest Rate for the Class B Certificates for the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Class B Closing Date) and ending on, but excluding, the Current

Distribution Date, on the Eligible B Pool Balance on such Current Distribution Date and (B) the sum of interest for each Series B Equipment Note with respect to which, or with respect to the Aircraft with respect to which such Equipment Note was issued, a disposition, distribution, sale or Deemed Disposition Event has occurred since the immediately preceding Distribution Date (but only if no such event has previously occurred with respect to such Series B Equipment Note), determined at the Stated Interest Rate for the Class B Certificates for each day during the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Class B Closing Date) and ending on, but excluding, the date of the earliest of such disposition, distribution, sale or Deemed Disposition Event with respect to such Series B Equipment Note or such Aircraft, as the case may be, on the principal amount of such Series B Equipment Note calculated pursuant to clause (B)(i), (ii), (iii) or (iv), as applicable, of the definition of Eligible B Pool Balance.

**“Class B Cash Collateral Account”** means, in respect of the Class B Liquidity Facility, an Eligible Deposit Account in the name of the Subordination Agent maintained at an Eligible Institution, which shall be the Subordination Agent if it so qualifies, into which amounts shall be deposited as referred to in Section 3.05(f).

**“Class B Certificate Purchase Agreement”** means the Purchase Agreement, dated as of November 21, 2013, among the Class B Initial Purchasers and American, relating to the purchase of the Class B Certificates by the Class B Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Class B Certificateholder”** means, at any time, any Certificateholder of one or more Class B Certificates.

**“Class B Certificates”** means the certificates issued by the Class B Trust, substantially in the form of Exhibit A to the Class B Trust Agreement, and authenticated by the Class B Trustee, representing Fractional Undivided Interests in the Class B Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class B Trust Agreement.

**“Class B Closing Date”** means November 27, 2013.

**“Class B Initial Purchasers”** means the several initial purchasers listed as such in the Class B Certificate Purchase Agreement.

**“Class B Liquidity Expenses”** means all Class B Liquidity Obligations other than (i) the principal amount of any Drawings under the Class B Liquidity Facility and (ii) any interest accrued on any Class B Liquidity Obligations.

**“Class B Liquidity Facility”** means, initially, the Revolving Credit Agreement (2013-2B), dated as of the Class B Closing Date, between the Subordination Agent, as agent and trustee for the Class B Trustee, and MS Bank and, from and after the replacement of such agreement pursuant hereto, the Replacement Liquidity Facility therefor, if any, in each case as amended, supplemented or otherwise modified from time to time in accordance with its terms; *provided*, that, for purposes of any obligation of American, no amendment, modification or



supplement to, or substitution or replacement of, any Class B Liquidity Facility shall be effective unless consented to by American.

**“Class B Liquidity Obligations”** means all principal, interest, fees and other amounts owing to the Class B Liquidity Provider under the Class B Liquidity Facility, Section 4.02 of the Participation Agreements or the applicable Fee Letter.

**“Class B Liquidity Provider”** means MS Bank, together with any Replacement Liquidity Provider that has issued a Replacement Liquidity Facility to replace the Class B Liquidity Facility pursuant to Section 3.05(c) or 3.05(e).

**“Class B Trust”** means the American Airlines Pass Through Trust 2013-2B created and administered pursuant to the Class B Trust Agreement.

**“Class B Trust Agreement”** means the Basic Agreement, as supplemented by Trust Supplement No. 2013-2B thereto, dated as of the Class B Closing Date, governing the creation and administration of the American Airlines Pass Through Trust 2013-2B and the issuance of the Class B Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Class B Trustee”** means Wilmington Trust Company, not in its individual capacity except as expressly set forth in the Class B Trust Agreement, but solely as trustee under the Class B Trust Agreement, together with any successor trustee appointed pursuant thereto.

**“Class C Adjusted Interest”** means, as of any Current Distribution Date: (I) any interest described in clause (II) of this definition accrued prior to the immediately preceding Distribution Date which remains unpaid and (II) the sum of (A) interest determined at the Stated Interest Rate for the Class C Certificates for the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Class C Closing Date) and ending on, but excluding, the Current Distribution Date, on the Eligible C Pool Balance on such Current Distribution Date and (B) the sum of interest for each Series C Equipment Note with respect to which, or with respect to the Aircraft with respect to which such Equipment Note was issued, a disposition, distribution, sale or Deemed Disposition Event has occurred since the immediately preceding Distribution Date (but only if no such event has previously occurred with respect to such Series C Equipment Note), determined at the Stated Interest Rate for the Class C Certificates for each day during the period commencing on, and including, the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, the Class C Closing Date) and ending on, but excluding, the date of the earliest of such disposition, distribution, sale or Deemed Disposition Event with respect to such Series C Equipment Note or such Aircraft, as the case may be, on the principal amount of such Series C Equipment Note calculated pursuant to clause (B)(i), (ii), (iii) or (iv), as applicable, of the definition of Eligible C Pool Balance.

**“Class C Certificate Purchase Agreement”** means the Purchase Agreement, dated as of December 13, 2013, among the Class C Initial Purchasers and American, relating to the purchase of the Class C Certificates by the Class C Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Class C Certificateholder”** means, at any time, any Certificateholder of one or more Class C Certificates.

**“Class C Certificates”** means the certificates issued by the Class C Trust, substantially in the form of Exhibit A to the Class C Trust Agreement, and authenticated by the Class C Trustee, representing Fractional Undivided Interests in the Class C Trust, and any certificates issued in exchange therefor or replacement thereof pursuant to the terms of the Class C Trust Agreement.

**“Class C Closing Date”** means December 20, 2013.

**“Class C Initial Purchasers”** means the several initial purchasers listed as such in the Class C Certificate Purchase Agreement.

**“Class C Trust”** means the American Airlines Pass Through Trust 2013-2C created and administered pursuant to the Class C Trust Agreement.

**“Class C Trust Agreement”** means the Basic Agreement, as supplemented by Trust Supplement No. 2013-2C thereto, dated as of the date hereof, governing the creation and administration of the American Airlines Pass Through Trust 2013-2C and the issuance of the Class C Certificates, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Class C Trustee”** means Wilmington Trust Company, not in its individual capacity except as expressly set forth in the Class C Trust Agreement, but solely as trustee under the Class C Trust Agreement, together with any successor trustee appointed pursuant thereto.

**“Closing Date”** means July 31, 2013.

**“Code”** means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

**“Collateral”** means, with respect to any Indenture, the “Collateral” referred to therein.

**“Collection Account”** means the Eligible Deposit Account established by the Subordination Agent pursuant to Section 2.02(a) in and from which the Subordination Agent shall make deposits and withdrawals in accordance with this Agreement.

**“Consent Notice”** has the meaning specified in Section 3.05(d)(ii).

**“Consent Period”** has the meaning specified in Section 3.05(d)(ii).

**“Controlling Party”** means the Person entitled to act as such pursuant to the terms of Section 2.06.

**“Corporate Trust Office”** means, with respect to any Trustee, the Subordination Agent or any Loan Trustee, the office of such Person in the city at which, at any particular time, its corporate trust business shall be principally administered.

**“Current Distribution Date”** means a Distribution Date specified as a reference date for calculating the Expected Distributions with respect to the Certificates of any Trust as of such Distribution Date.

**“Deemed Disposition Event”** means, in respect of any Equipment Note, the continuation of an Indenture Event of Default in respect of such Equipment Note without an Actual Disposition Event occurring in respect of such Equipment Note for a period of four years from the date of the occurrence of such Indenture Event of Default.

**“Delivery Period Termination Date”** has the meaning specified in the Note Purchase Agreement.

**“Deposit Agreement”** means, subject to Section 5 of the Note Purchase Agreement, the Deposit Agreement (Class A), dated as of July 31, 2013, between the Escrow Agent and the Depository, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

**“Depository”** means, subject to Section 5 of the Note Purchase Agreement, Deutsche Bank Trust Company Americas, as Depository under the Deposit Agreement.

**“Deposits”** has the meaning set forth in the Deposit Agreement.

**“Designated Representatives”** means the Subordination Agent Representatives, the Trustee Representatives and the LP Representatives identified under Section 2.05.

**“Distribution Date”** means a Regular Distribution Date or a Special Distribution Date.

**“Dollars” or “\$”** means the lawful currency of the United States.

**“Downgrade Date”** has the meaning specified in Section 3.05(c)(i).

**“Downgrade Drawing”** has the meaning specified in Section 3.05(c)(iii).

**“Downgrade Event”** with respect to any Liquidity Facility has the meaning specified in such Liquidity Facility.

**“Downgraded Facility”** has the meaning specified in Section 3.05(c)(i).

**“Drawing”** means an Interest Drawing, a Final Drawing, a Non-Extension Drawing, a Special Termination Drawing or a Downgrade Drawing, as the case may be.

**“DTC”** means The Depository Trust Company.

**“Eligible B Pool Balance”** means, as of any date of determination, the excess of (A) the Pool Balance of the Class B Certificates as of the immediately preceding Distribution Date (or, if such date of determination is on or before the first Distribution Date after the Class B Closing Date, the original aggregate face amount of the Class B Certificates) (after giving effect to distributions made on such date of determination) over (B) the sum of, with respect to each Series B Equipment Note, one of the following amounts, if applicable: (i) if there has previously been a sale or disposition by the applicable Loan Trustee of the applicable Aircraft for cash under the Indenture pursuant to which such Series B Equipment Note was issued, the outstanding principal amount of such Series B Equipment Note that remains unpaid as of such date of determination subsequent to such sale or disposition and after giving effect to any distributions of the proceeds of such sale or disposition applied under such Indenture to the payment of such Series B Equipment Note, (ii) if there has previously been an Event of Loss (as defined in such Indenture) with respect to the applicable Aircraft to which such Series B Equipment Note relates, the outstanding principal amount of such Series B Equipment Note that remains unpaid as of such date of determination subsequent to the scheduled date of mandatory redemption of such Series B Equipment Note following such Event of Loss and after giving effect to the distributions of any proceeds in respect of such Event of Loss applied under such Indenture to the payment of such Series B Equipment Note, (iii) if such Series B Equipment Note has previously been sold for cash by the Subordination Agent, the excess, if any, of (x) the outstanding amount of principal and interest as of the date of such sale by the Subordination Agent of such Series B Equipment Note over (y) the purchase price received with respect to such sale of such Series B Equipment Note for cash (net of any applicable costs and expenses of such sale) or (iv) if a Deemed Disposition Event has occurred with respect to such Series B Equipment Note, the outstanding principal amount of such Series B Equipment Note; *provided*, however, that if more than one of the clauses (i), (ii), (iii) and (iv) is applicable to any one Series B Equipment Note, only the amount determined pursuant to the clause that first became applicable shall be counted with respect to such Series B Equipment Note.

**“Eligible C Pool Balance”** means, as of any date of determination, the excess of (A) the Pool Balance of the Class C Certificates as of the immediately preceding Distribution Date (or, if such date of determination is on or before the first Distribution Date after the Class C Closing Date, the original aggregate face amount of the Class C Certificates) (after giving effect to distributions made on such date of determination) over (B) the sum of, with respect to each Series C Equipment Note, one of the following amounts, if applicable: (i) if there has previously been a sale or disposition by the applicable Loan Trustee of the applicable Aircraft for cash under the Indenture pursuant to which such Series C Equipment Note was issued, the outstanding principal amount of such Series C Equipment Note that remains unpaid as of such date of determination subsequent to such sale or disposition and after giving effect to any distributions of the proceeds of such sale or disposition applied under such Indenture to the payment of such Series C Equipment Note, (ii) if there has previously been an Event of Loss (as defined in such Indenture) with respect to the applicable Aircraft to which such Series C Equipment Note relates, the outstanding principal amount of such Series C Equipment Note that remains unpaid as of such date of determination subsequent to the scheduled date of mandatory redemption of such Series C Equipment Note following such Event of Loss and after giving effect to the distributions of any proceeds in respect of such Event of Loss applied under such Indenture to the payment of such Series C Equipment Note, (iii) if such Series C Equipment Note has previously been sold for cash by the Subordination Agent, the excess, if any, of (x) the

outstanding amount of principal and interest as of the date of such sale by the Subordination Agent of such Series C Equipment Note over (y) the purchase price received with respect to such sale of such Series C Equipment Note for cash (net of any applicable costs and expenses of such sale) or (iv) if a Deemed Disposition Event has occurred with respect to such Series C Equipment Note, the outstanding principal amount of such Series C Equipment Note; *provided, however*, that if more than one of the clauses (i), (ii), (iii) and (iv) is applicable to any one Series C Equipment Note, only the amount determined pursuant to the clause that first became applicable shall be counted with respect to such Series C Equipment Note.

**“Eligible Deposit Account”** means either (a) a segregated account with an Eligible Institution or (b) a segregated trust account with the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the securities of such depository institution has a Long-Term Rating of at least A- or its equivalent from S&P or at least A3 or its equivalent from Moody’s. An Eligible Deposit Account may be maintained with the Subordination Agent or a Liquidity Provider so long as the Subordination Agent or such Liquidity Provider is an Eligible Institution; *provided* that the Subordination Agent, in its individual capacity, or such Liquidity Provider shall have waived all rights of set-off and counterclaim with respect to such account.

**“Eligible Institution”** means (a) the corporate trust department of the Subordination Agent or any Trustee, as applicable, or (b) a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a Long Term Rating from each Rating Agency of at least A- or its equivalent by S&P or at least A3 or its equivalent by Moody’s.

**“Eligible Investments”** means investments in (a) obligations of the United States government or agencies thereof, or obligations guaranteed by the United States government, (b) open market commercial paper of any corporation incorporated under the laws of the United States or any state thereof having a Short-Term Rating of at least A-1 or its equivalent by S&P or at least P1 or its equivalent by Moody’s, (c) certificates of deposit issued by commercial banks organized under the laws of the United States or of any political subdivision thereof (or any United States branch of a foreign bank) having a combined capital and surplus in excess of \$500,000,000 which banks or their holding companies have a Long-Term Rating of at least A- or its equivalent by S&P or at least A3 or its equivalent by Moody’s; *provided, however*, that the aggregate amount at any one time invested in certificates of deposit issued by any one bank shall not be in excess of 5% of such bank’s capital and surplus, (d) Dollar denominated offshore certificates of deposit issued by, or offshore time deposits with, any commercial bank described in clause (c) or any subsidiary thereof, and (e) repurchase agreements with any financial institution having combined capital and surplus of at least \$500,000,000 with any of the obligations described in clauses (a) through (d) as collateral. If none of the above investments is available, the entire amounts to be invested may be used to purchase Federal funds from an entity described in clause (c). All Eligible Investments must be held in an Eligible Deposit Account. Any of the investments described herein may be made through or with, as applicable, the bank acting as Trustee or its Affiliates.

**“Equipment Note Special Payment”** means a Special Payment on account of the redemption, purchase or prepayment of all of the Equipment Notes issued pursuant to an Indenture.

**“Equipment Notes”** means, at any time, the Series A Equipment Notes, the Series B Equipment Notes and the Series C Equipment Notes and in each case, any Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of the Indentures.

**“Escrow Agent”** means Wilmington Trust, National Association, as escrow agent under the Escrow and Paying Agent Agreement, together with its successors in such capacity.

**“Escrow and Paying Agent Agreement”** means the Escrow and Paying Agent Agreement (Class A), dated as of July 31, 2013, among the Escrow Agent, the Class A Initial Purchasers, the Class A Trustee and the Paying Agent, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

**“Excess Liquidity Obligations”** means, with respect to an Indenture, the amounts payable under clauses (a), (b), (c), (d), (e) and (f) of Section 2.14 of such Indenture.

**“Existing Bankruptcy Case”** means cases of American and certain of its Affiliates commenced under Chapter 11 of the Bankruptcy Code on November 29, 2011 in the Bankruptcy Court and jointly administered under case number 11-15463 (SHL).

**“Existing Financings”** has the meaning specified in the Bankruptcy Court Order.

**“Expected Distributions”** means, with respect to the Certificates of any Trust on any Current Distribution Date, the difference between (A) the Pool Balance of such Certificates as of the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date after the date of issuance of such Certificates, the original aggregate face amount of the Certificates of such Trust) and (B) the Pool Balance of such Certificates as of the Current Distribution Date calculated on the basis that (i) the principal of any Non-Performing Equipment Notes held in such Trust has been paid in full and such payments have been distributed to the holders of such Certificates, (ii) the principal of any Performing Equipment Notes held in such Trust has been paid when due (whether at stated maturity or upon prepayment or purchase or otherwise, but without giving effect to any Acceleration of Performing Equipment Notes) and such payments have been distributed to the holders of such Certificates and (iii) the principal of any Equipment Notes formerly held in such Trust that have been sold pursuant to the terms hereof has been paid in full and such payments have been distributed to the holders of such Certificates, but, in the case of the Class A Certificates, without giving effect to any reduction in the Pool Balance as a result of any distribution attributable to Deposits occurring after the immediately preceding Distribution Date (or, if the Current Distribution Date is the first Distribution Date, occurring after the initial issuance of the Class A Certificates). For purposes of calculating Expected Distributions with respect to the Certificates of any Trust, any Premium paid on the Equipment Notes held in such Trust which has not been distributed to the Certificateholders of such Trust (other than such Premium or a portion thereof applied to the payment of interest in respect of the Certificates of such Trust or the reduction of the Pool Balance of such Trust) shall be added to the amount of such Expected Distributions.

**“Expiry Date”** with respect to any Liquidity Facility, has the meaning specified in such Liquidity Facility.

**“Fee Letter”** means any fee letter entered into among the Subordination Agent, American and a Liquidity Provider and **“Fee Letters”** has a correlative meaning.

**“Final Distributions”** means, with respect to the Certificates of any Trust on any Distribution Date, the sum of (x) the aggregate amount of all accrued and unpaid interest on such Certificates (excluding, in the case of the Class A Certificates, interest, if any, payable with respect to the Deposits) and (y) the Pool Balance of such Certificates as of the immediately preceding Distribution Date (less, in the case of the Class A Trust, the amount of Deposits as of such preceding Distribution Date other than any portion of such Deposits thereafter used to acquire Equipment Notes pursuant to the Note Purchase Agreement). For purposes of calculating Final Distributions with respect to the Certificates of any Trust, any Premium paid on the Equipment Notes held in such Trust which has not been distributed to the Certificateholders of such Trust (other than such Premium or a portion thereof applied to the payment of interest on the Certificates of such Trust or the reduction of the Pool Balance of such Trust) shall be added to the amount of such Final Distributions.

**“Final Drawing”** has the meaning specified in Section 3.05(i).

**“Final Legal Distribution Date”** means (i) with respect to the Class A Certificates, July 15, 2024, (ii) with respect to the Class B Certificates, January 15, 2022, and (iii) with respect to the Class C Certificates, January 15, 2017.

**“First Amendment to Indenture”** means, with respect to each Aircraft, the First Amendment to Indenture, dated as of the Class B Closing Date, between American and the Loan Trustee relating to such Aircraft.

**“First Amendment to Participation Agreement”** means, with respect to each Aircraft, the First Amendment to Participation Agreement, dated as of the Class B Closing Date, among American, the Loan Trustee, the Subordination Agent, the Class A Trustee, the Class B Trustee and WTC relating to such Aircraft.

**“Fitch”** means Fitch Ratings Inc.

**“Fractional Undivided Interest”** means the fractional undivided interest in a Trust that is represented by a Certificate relating to such Trust.

**“Indenture”** means each of the Indenture and Security Agreements entered into by the Loan Trustee and American pursuant to the Note Purchase Agreement, in each case, as amended by the First Amendment to Indenture related thereto and the Second Amendment to Indenture related thereto and as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Indenture Event of Default”** means, with respect to any Indenture, any Event of Default (as such term is defined in such Indenture) thereunder.

**“Interest Drawing”** has the meaning specified in Section 3.05(a).

**“Interest Payment Date”** means, with respect to any Liquidity Facility, each date on which interest is due and payable under such Liquidity Facility on a Downgrade Drawing, Non-Extension Drawing, Special Termination Drawing or Final Drawing thereunder, other than any such date on which interest is due and payable under such Liquidity Facility only on an Applied Provider Advance (as such term is defined in such Liquidity Facility).

**“Interim Restructuring Arrangement”** has the meaning specified in Section 4.01(c).

**“Investment Earnings”** means investment earnings on funds on deposit in the Trust Accounts net of losses and the Subordination Agent’s reasonable expenses in making such investments.

**“Lending Office”** has the meaning specified in the applicable Liquidity Facility.

**“Lien”** means any mortgage, pledge, lien, charge, claim, disposition of title, encumbrance, lease, sublease or security interest of any kind, including, without limitation, any of the foregoing arising under any conditional sales or other title retention agreement.

**“Liquidity Event of Default”**, with respect to any Liquidity Facility, has the meaning specified in such Liquidity Facility.

**“Liquidity Expenses”** means the Class A Liquidity Expenses and the Class B Liquidity Expenses.

**“Liquidity Facility”** means, at any time, the Class A Liquidity Facility or the Class B Liquidity Facility, as applicable.

**“Liquidity Obligations”** means the Class A Liquidity Obligations and the Class B Liquidity Obligations.

**“Liquidity Provider”** means, at any time, the Class A Liquidity Provider or the Class B Liquidity Provider, as applicable.

**“Loan Trustee”** means, with respect to any Indenture, the bank, trust company or other financial institution designated as loan trustee thereunder, and any successor to such loan trustee.

**“Long-Term Rating”** means, for any entity (a) in the case of Fitch, the long-term issuer default rating of such entity and (b) in the case of S&P, the long-term issuer credit rating of such entity.

**“LP Incumbency Certificate”** has the meaning specified in Section 2.05(c).

**“LP Representatives”** has the meaning specified in Section 2.05(c).



**“Majority in Interest of Noteholders”**, with respect to any Indenture, has the meaning specified in such Indenture.

**“Minimum Sale Price”** means, with respect to any Aircraft or the Equipment Notes issued in respect of such Aircraft, at any time, the lesser of (1) in the case of the sale of an Aircraft, 80%, or in the case of the sale of such Equipment Notes, 90%, of the Appraised Current Market Value of such Aircraft and (2) the sum of the aggregate Note Target Price of such Equipment Notes and an amount equal to the Excess Liquidity Obligations in respect of the Indenture under which such Equipment Notes were issued.

**“Moody’s”** means Moody’s Investors Service, Inc.

**“MS Bank”** has the meaning specified in the introductory paragraph of this Agreement.

**“Non-Controlling Party”** means, at any time, any Trustee or Liquidity Provider which is not the Controlling Party at such time.

**“Non-Extended Facility”** has the meaning specified in Section 3.05(d)(i).

**“Non-Extension Drawing”** has the meaning specified in Section 3.05(d)(i).

**“Non-Performing Equipment Note”** means an Equipment Note issued pursuant to an Indenture that is not a Performing Equipment Note.

**“Note Purchase Agreement”** means the Note Purchase Agreement, dated as of July 31, 2013, among American, the Class A Trustee, the Escrow Agent, the Subordination Agent and the Paying Agent, as supplemented by the Joinder to Note Purchase Agreement, dated as of the Class B Closing Date, by the Class B Trustee in favor of American, the Class A Trustee, the Subordination Agent, the Escrow Agent and the Paying Agent (the **“Original Note Purchase Agreement”**), and as further supplemented by the Joinder to Note Purchase Agreement, dated as of the Class C Closing Date, by the Class C Trustee in favor of American, the Class A Trustee, the Class B Trustee, the Subordination Agent, the Escrow Agent and the Paying Agent, and as further amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Note Target Price”** means, for any Equipment Note issued under any Indenture, (i) the aggregate outstanding principal amount of such Equipment Note, plus (ii) the accrued and unpaid interest thereon, together with all other sums owing on or in respect of such Equipment Note under such Indenture (including, without limitation, enforcement costs incurred by the Subordination Agent in respect of such Equipment Note).

**“Notice Date”** has the meaning specified in Section 3.05(d)(i).

**“Officer’s Certificate”** of any Person means a certification signed by a Responsible Officer of such Person.

**“Operative Agreements”** means this Agreement, the Liquidity Facilities, the Fee Letters, the Indentures, the Trust Agreements, the Participation Agreements, the Equipment Notes and the Certificates, together with all exhibits and schedules included with any of the foregoing.

**“Original Intercreditor Agreement”** has the meaning specified in the first recital hereto.

**“Original Note Purchase Agreement”** has the meaning specified in the definition of **“Note Purchase Agreement”**.

**“Outstanding”** means, when used with respect to each Class of Certificates, as of the date of determination, all Certificates of such Class theretofore authenticated and delivered under the related Trust Agreement, except:

(i) Certificates of such Class theretofore canceled by the Registrar (as defined in such Trust Agreement) or delivered to the Trustee thereunder or such Registrar for cancellation;

(ii) all of the Certificates of such Class for which money in the full amount required to make the Final Distribution with respect to such Certificates pursuant to Section 11.01 of such Trust Agreement has been theretofore deposited with the related Trustee in trust for the holders of such Certificates as provided in Section 4.01 of such Trust Agreement, pending distribution of such money to such Certificateholders pursuant to such Final Distribution payment; and

(iii) Certificates of such Class in exchange for or in lieu of which other Certificates of such Class have been authenticated and delivered pursuant to such Trust Agreement;

*provided, however*, that in determining whether the holders of the requisite Fractional Undivided Interest of such Certificates have given any request, demand, authorization, direction, notice, consent or waiver hereunder, any Certificates owned by American or any of its Affiliates shall be disregarded and deemed not to be Outstanding except that, in determining whether the Trustee of the applicable Trust shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Certificates that such Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, (x) if American and its Affiliates own 100% of the Certificates of any Class, such Certificates shall not be so disregarded and (y) if any amount of such Certificates owned by American and its Affiliates have been pledged in good faith, such Certificates shall not be disregarded if the pledgee establishes to the satisfaction of the applicable Trustee the pledgee’s right so to act with respect to such Certificates and that the pledgee is not American or any of its Affiliates.

**“Overdue Scheduled Payment”** means any Scheduled Payment which is not in fact received by the Subordination Agent within five days after the Scheduled Payment Date relating thereto.

**“Parent”** means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any other Person that directly or indirectly controls American, in each case together with its successors and assigns. For the purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of American, whether through the ownership of voting securities or by contract or otherwise.

**“Participation Agreement”** means each of the Participation Agreements entered into by American, the Loan Trustee, the Subordination Agent, the Class A Trustee and WTC pursuant to the Note Purchase Agreement, in each case, as amended by the First Amendment to Participation Agreement related thereto and the Second Amendment to Participation Agreement related thereto and as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Payees”** has the meaning specified in Section 2.04(c).

**“Paying Agent”** means Wilmington Trust Company, a Delaware trust company, as paying agent under the Escrow and Paying Agent Agreement, together with its successors in such capacity.

**“Payment Default”** with respect to any Indenture, has the meaning specified in such Indenture.

**“Performing Equipment Note”** means an Equipment Note issued pursuant to an Indenture with respect to which no Payment Default has occurred and is continuing (without giving effect to any Acceleration); *provided*, that in the event of a bankruptcy proceeding in which American is a debtor under the Bankruptcy Code occurring on or after the Plan Effective Date, (i) any payment default occurring before the date of the order for relief in such proceeding shall not be taken into consideration during the 60-Day Period (or such longer period as may apply under Section 1110(b) of the Bankruptcy Code) (the **“Section 1110 Period”**), (ii) any payment default occurring after the date of the order for relief in such proceeding shall not be taken into consideration if such payment default is cured under Section 1110(a)(2)(B) of the Bankruptcy Code before the later of 30 days after the date of such default or the expiration of the Section 1110 Period and (iii) any payment default occurring after the Section 1110 Period will not be taken into consideration if such payment default is cured before the end of the grace period, if any, set forth in the related Indenture.

**“Performing Note Deficiency”** means any time that less than 65% of the then aggregate outstanding principal amount of all Equipment Notes (other than any Series C Equipment Notes issued under any Indenture) are Performing Equipment Notes.

**“Person”** means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, trustee, unincorporated organization or government or any agency or political subdivision thereof.

**“Plan Effective Date”** means the effective date of any plan of reorganization filed in the Existing Bankruptcy Case and confirmed pursuant to Section 1129 of the Bankruptcy Code, which has occurred on December 9, 2013.

**“Pool Balance”** means, with respect to the Certificates of any Class, as of any date, (i) the original aggregate face amount of the Certificates of such Class less (ii) the aggregate amount of all distributions made in respect of such Certificates of such Class or (in the case of the Class A Certificates) in respect of Deposits, other than distributions made as of such date in respect of interest or Premium or reimbursement of any costs or expenses incurred in connection therewith. The Pool Balance as of any Distribution Date with respect to each Class shall be computed after giving effect to any distribution with respect to unused Deposits (in the case of the Class A Certificates), the payment of principal, if any, on the Equipment Notes or payment with respect to other Trust Property held in the related Trust and the distribution thereof to be made on such date.

**“Post-Default Appraisal”** has the meaning specified in Section 4.1(a)(iv).

**“Premium”** means any **“Premium Amount”** as such term is defined in any Indenture.

**“Prepetition Make-Whole Amount”** has the meaning specified in the Bankruptcy Court Order.

**“Proceeding”** means any suit in equity, action at law or other judicial or administrative proceeding.

**“PTC Event of Default”** means, with respect to each Trust Agreement, the failure to distribute within 10 Business Days after the applicable Distribution Date: (i) the outstanding Pool Balance of the applicable Class of Certificates on the Final Legal Distribution Date for such Class or (ii) interest scheduled for distribution on such Certificates on any Distribution Date (unless, in the case of the Class A Trust Agreement or the Class B Trust Agreement, the Subordination Agent shall have made an Interest Drawing or a withdrawal from the Cash Collateral Account relating to a Liquidity Facility for such Class, with respect thereto in an aggregate amount sufficient to pay such interest and shall have distributed such amount to the Trustee entitled thereto).

**“Rating Agencies”** means, with respect to any Class of Certificates, collectively, at any time, each nationally recognized rating agency which shall have been requested to rate such Class of Certificates and which shall then be rating such Class of Certificates. The initial Rating Agencies for the Certificates will be Fitch and S&P.

**“Ratings Confirmation”** means, with respect to any action proposed to be taken, with respect to any Class of Certificates, a written confirmation from each of the Rating Agencies to the effect that such action would not result in (i) a reduction of the rating for such Class of Certificates below the then current rating for such Class of Certificates or (ii) a withdrawal or suspension of the rating of such Class of Certificates.

**“Refinancing Certificateholders”** has the meaning specified in Section 8.01(c).

**“Refinancing Certificates”** has the meaning specified in Section 8.01(c).

**“Refinancing Equipment Notes”** has the meaning specified in Section 8.01(c).

**“Refinancing Trust Agreement”** has the meaning specified in Section 8.01(c).

**“Refinancing Trust”** has the meaning specified in Section 8.01(c).

**“Refinancing Trustee”** has the meaning specified in Section 8.01(c).

**“Register”**, with respect to any Trust, has the meaning ascribed to such term in the Trust Agreement for such Trust.

**“Regular Distribution Dates”** means each January 15 and each July 15, commencing on January 15, 2014; *provided, however*, that, if any such day shall not be a Business Day, the related distribution shall be made on the next succeeding Business Day without additional interest.

**“Replacement Airframe”** has the meaning specified in Section 6.11.

**“Replacement Depositary”** has the meaning specified in the Note Purchase Agreement.

**“Replacement Liquidity Facility”** means, for any Liquidity Facility, an irrevocable revolving credit agreement (or agreements) in substantially the form of the replaced Liquidity Facility, including reinstatement provisions, or in such other form (which may include a letter of credit, surety bond, financial insurance policy or guaranty) as shall permit the Rating Agencies to confirm in writing their respective ratings then in effect for the Certificates of the Class with respect to which such Liquidity Facility was issued (before downgrading of such ratings, if any, as a result of the downgrading, if any, of the applicable Liquidity Provider), in a face amount (or in an aggregate face amount) equal to the applicable Required Amount and issued by a Person (or Persons) having either the minimum Long-Term Rating or the minimum Short-Term Rating, if applicable, from each Rating Agency designated in the definition of “Threshold Rating” as the applicable Threshold Rating for such Rating Agency. Without limitation of the form that a Replacement Liquidity Facility otherwise may have pursuant to the preceding sentence, a Replacement Liquidity Facility for any Class of Certificates may have a stated expiration date earlier than 15 days after the Final Legal Distribution Date of such Class of Certificates so long as such Replacement Liquidity Facility provides for a Non-Extension Drawing as contemplated by Section 3.05(d) hereof.

**“Replacement Liquidity Provider”** means a Person (or Persons) who issues a Replacement Liquidity Facility.

**“Required Amount”** means, with respect to each Liquidity Facility or the Cash Collateral Account for any Class, for any day, the sum of the aggregate amount of interest, calculated at the rate per annum equal to the Stated Interest Rate for the related Class of Certificates on the basis of a 360-day year comprised of twelve 30-day months, that would be distributable on such Class of Certificates on each of the three successive Regular Distribution Dates immediately following such day, or if such day is a Regular Distribution Date, on such day and the two succeeding Regular Distribution Dates, in each case calculated on the basis of the Pool Balance of such Class of Certificates on such date and without regard to expected future distributions of principal on such Class of Certificates; *provided* that at any time prior to the

Step-Up Termination Date, the Required Amount shall be calculated assuming the application of the additional margin of 0.50% specified in the definition of Stated Interest Rate for the related Class of Certificates (whether or not such additional margin shall otherwise apply).

**“Responsible Officer”** means (i) with respect to the Subordination Agent and each of the Trustees, any officer in the Corporate Trust Department or similar department of the Subordination Agent or such Trustee, as the case may be, or any other officer customarily performing functions similar to those performed by the persons who at the time shall be such officers or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject, and (ii) with respect to any Liquidity Provider, any authorized officer of such Liquidity Provider.

**“Restructuring Arrangement”** has the meaning specified in Section 4.01(c).

**“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

**“Scheduled Payment”** means, with respect to any Equipment Note, (i) any payment of principal or interest on such Equipment Note (other than an Overdue Scheduled Payment) or (ii) any distribution in respect of interest on such Equipment Note to the Certificateholders of Certificates of the corresponding Class of Certificates with funds drawn under the Liquidity Facility for such Class or withdrawn from the Cash Collateral Account for such Class, which payment in the case of clause (i) or clause (ii) represents an installment of principal on such Equipment Note at the stated maturity of such installment, or the payment of regularly scheduled interest accrued on the unpaid principal amount of such Equipment Note, or both; *provided, however*, that any payment of principal, or interest resulting from the redemption or purchase of any Equipment Note, and any payment of any Premium, if any, shall not constitute a Scheduled Payment.

**“Scheduled Payment Date”** means, with respect to any Scheduled Payment, the date on which such Scheduled Payment is scheduled to be made.

**“Second 2013-2 Registration Rights Agreement”** means the Registration Rights Agreement, dated as of the Class B Closing Date, among American, the Class B Initial Purchasers and the Class B Trustee, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Second Amendment to Indenture”** means, with respect to each Aircraft, the Second Amendment to Indenture, dated as of the Class C Closing Date, between American and the Loan Trustee relating to such Aircraft.

**“Second Amendment to Participation Agreement”** means, with respect to each Aircraft, the Second Amendment to Participation Agreement, dated as of the Class C Closing Date, among American, the Loan Trustee, the Subordination Agent, the Trustees and WTC relating to such Aircraft.

**“Section 2.04 Fraction”** means, with respect to any Special Distribution Date, a fraction, the numerator of which shall be the amount of principal of the applicable Series A

Equipment Notes and Series B Equipment Notes being redeemed, purchased or prepaid on such Special Distribution Date, and the denominator of which shall be the aggregate unpaid principal amount of all Series A Equipment Notes and Series B Equipment Notes outstanding as of such Special Distribution Date immediately before giving effect to such redemption, purchase or prepayment.

**“Series A Equipment Notes”** means the equipment notes, if any, issued pursuant to each Indenture by American and authenticated by the Loan Trustee thereunder, and designated “Series A Equipment Notes” thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Indenture.

**“Series B Equipment Notes”** means the equipment notes, if any, issued pursuant to each Indenture by American and authenticated by the Loan Trustee thereunder, and designated “Series B Equipment Notes” thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Indenture.

**“Series C Equipment Notes”** means the equipment notes, if any, issued pursuant to each Indenture by American and authenticated by the Loan Trustee thereunder, and designated “Series C Equipment Notes” thereunder, and any such Equipment Notes issued in exchange therefor or replacement thereof pursuant to the terms of such Indenture.

**“Short-Term Rating”** means, for any entity, (a) in the case of Fitch, the short-term issuer default rating of such entity and (b) in the case of S&P, the short-term issuer credit rating of such entity.

**“Special Distribution Date”** means, with respect to any Special Payment, the Business Day chosen by the Subordination Agent pursuant to Section 2.04(a) for the distribution of such Special Payment in accordance with this Agreement.

**“Special Payment”** means any payment (other than a Scheduled Payment) in respect of, or any proceeds of, any Equipment Note or Collateral.

**“Special Payments Account”** means the Eligible Deposit Account created pursuant to Section 2.02(a) as a sub-account to the Collection Account.

**“Special Termination Drawing”** has the meaning specified in Section 3.05(k).

**“Special Termination Notice”** with respect to any Liquidity Facility has the meaning assigned to such term (if such term is used therein) in such Liquidity Facility.

**“Stated Amount”** with respect to any Liquidity Facility, means the Maximum Commitment (as defined in such Liquidity Facility) of the applicable Liquidity Provider thereunder.

**“Stated Expiration Date”** has the meaning specified in Section 3.05(d).

**“Stated Interest Rate”** means with respect to (i) the Class A Certificates, 4.95% per annum plus an additional margin of 0.50% for any period to the extent required by the Class

A Registration Rights Agreement, (ii) the Class B Certificates, 5.60% per annum plus an additional margin of 0.50% for any period to the extent required by the Second 2013-2 Registration Rights Agreement and (iii) the Class C Certificates, 6.00% per annum plus an additional margin of 0.50% for any period to the extent required by the Third 2013-2 Registration Rights Agreement.

“**Step-Up Termination Date**” has, with respect to each Liquidity Facility, the meaning specified in such Liquidity Facility.

“**Subordination Agent**” has the meaning specified in the introductory paragraph to this Agreement.

“**Subordination Agent Incumbency Certificate**” has the meaning specified in Section 2.05(a).

“**Subordination Agent Representatives**” has the meaning specified in Section 2.05(a).

“**Substitute Airframe**” has the meaning specified in Section 6.11.

“**Tax**” and “**Taxes**” means all governmental fees (including, without limitation, license, filing and registration fees) and all taxes (including, without limitation, franchise, excise, stamp, value added, income, gross receipts, sales, use and property taxes), withholdings, assessments, levies, imposts, duties or charges, of any nature whatsoever, together with any related penalties, fines, additions to tax or interest thereon imposed, withheld, levied or assessed by any country, taxing authority or governmental subdivision thereof or therein or by any international authority, including any taxes imposed on any Person as a result of such Person being required to collect and pay over withholding taxes.

“**Termination Notice**” has the meaning specified in the Liquidity Facility.

“**Third 2013-2 Registration Rights Agreement**” means the Registration Rights Agreement, dated as of the Class C Closing Date, among American, the Class C Initial Purchasers and the Class C Trustee, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“**Threshold Rating**” means, in the case of Fitch, either a Long-Term Rating of BBB- or a Short-Term Rating of F3 and, in the case of S&P, a Long-Term Rating of BBB-.

“**Treasury Regulations**” means regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

“**Triggering Event**” means (x) the occurrence of an Indenture Event of Default under all of the Indentures resulting in a PTC Event of Default with respect to the most senior Class of Certificates then Outstanding, (y) the Acceleration of all of the outstanding Equipment Notes; *provided*, that, with respect to the period prior to the Delivery Period Termination Date,



the aggregate principal balance of such Equipment Notes is in excess of \$925,000,000 or (z) the occurrence of an American Bankruptcy Event or, prior to the Plan Effective Date, an Indenture Event of Default under Section 4.01(k) of any Indenture.

“**Trust**” means the Class A Trust, the Class B Trust or the Class C Trust.

“**Trust Accounts**” has the meaning specified in Section 2.02(a).

“**Trust Agreement**” means the Class A Trust Agreement, the Class B Trust Agreement or the Class C Trust Agreement.

“**Trust Property**”, with respect to any Trust, has the meaning specified in the Trust Agreement for such Trust.

“**Trust Supplement**” means an agreement supplemental to the Basic Agreement pursuant to which (i) a separate trust is created for the benefit of the holders of Certificates of a Class, (ii) the issuance of the Certificates of a Class representing Fractional Undivided Interests in such trust is authorized and (iii) the terms of the Certificates of such Class are established, as such agreement may from time to time be supplemented, amended or otherwise modified.

“**Trustee**” means the Class A Trustee, the Class B Trustee or the Class C Trustee.

“**Trustee Incumbency Certificate**” has the meaning specified in Section 2.05(b).

“**Trustee Representatives**” has the meaning specified in Section 2.05(b).

“**Unapplied Provider Advance**” has the meaning specified in the applicable Liquidity Facility.

“**United States**” means the United States of America.

“**Withdrawal Notice**” has the meaning specified in Section 3.05(d)(ii).

“**Written Notice**” means, from the Subordination Agent, any Trustee or Liquidity Provider, a written instrument executed by the Designated Representative of such Person. An invoice delivered by a Liquidity Provider pursuant to Section 3.01 in accordance with its normal invoicing procedures shall constitute Written Notice under such Section.

“**WTC**” has the meaning specified in the introductory paragraph of this Agreement.

## ARTICLE II

### TRUST ACCOUNTS; CONTROLLING PARTY

Section 2.01. Agreement to Terms of Subordination; Payments from Monies Received Only. (a) Each Trustee hereby (i) acknowledges and agrees to the terms of subordination and distribution set forth in this Agreement in respect of each Class of Certificates

and (ii) agrees to enforce such provisions and cause all payments in respect of the Equipment Notes held by the Subordination Agent and the Liquidity Facilities to be applied in accordance with the terms of this Agreement. In addition, each Trustee hereby agrees to cause the Equipment Notes purchased by the related Trust to be registered in the name of the Subordination Agent or its nominee, as agent and trustee for such Trustee, to be held in trust by the Subordination Agent solely for the purpose of facilitating the enforcement of the subordination and other provisions of this Agreement.

(b) Except as otherwise expressly provided in the next succeeding sentence of this Section 2.01(b), all payments to be made by the Subordination Agent hereunder shall be made only from amounts received by it that constitute Scheduled Payments, Special Payments and other payments under the Operative Agreements, including payments under Section 4.02 of the Participation Agreements and Section 2.14 of the Indentures, and only to the extent that the Subordination Agent shall have received sufficient income or proceeds therefrom to enable it to make such payments in accordance with the terms hereof. Each of the Trustees and the Subordination Agent hereby agrees, and each Certificateholder, by its acceptance of a Certificate, and each Liquidity Provider, by entering into the Liquidity Facility to which it is a party, has agreed to look solely to such amounts to the extent available for distribution to it as provided in this Agreement, (in the case of the Class A Certificateholders only) the Deposits or the applicable Trust Agreement, as the case may be, and that none of the Trustees, the Loan Trustees or the Subordination Agent is personally liable to any of them for any amounts payable or any liability arising under this Agreement, any Trust Agreement, any Liquidity Facility or such Certificate, except (in the case of the Subordination Agent) as expressly provided herein or (in the case of the Trustees) as expressly provided herein and in each Trust Agreement or (in the case of the Loan Trustees) as expressly provided in any Operative Agreement.

(c) Notwithstanding anything to the contrary in this Agreement and in the other Operative Agreements, the Certificates do not represent indebtedness of the related Trust, and references in this Agreement and the Operative Agreements to accrued interest or principal amounts payable on the Certificates of any Class are included only for computational purposes. For purposes of such computations, the Certificates of any Class shall be deemed to be comprised of interest and principal components, with the principal component deemed to be the Pool Balance, and the interest component deemed to equal interest accruing at the Stated Interest Rate for such Class of Certificates from the later of (i) the date of the issuance thereof and (ii) the most recent but preceding Distribution Date to which such interest was distributed, to, but excluding, the applicable date of determination, such interest to be considered payable in arrears and to be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.02. Trust Accounts. (a) Upon the execution of this Agreement, the Subordination Agent shall establish and maintain in its name (i) the Collection Account as an Eligible Deposit Account, bearing a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Trustees, the Certificateholders and the Liquidity Providers, and (ii) as a sub-account in the Collection Account, the Special Payments Account as an Eligible Deposit Account, bearing a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Trustees, the Certificateholders and the Liquidity Providers. The Subordination Agent shall establish and maintain the Cash Collateral Accounts pursuant to and under the circumstances set forth in Section 3.05(f). Upon such establishment

and maintenance under Section 3.05(f), the Cash Collateral Accounts shall, together with the Collection Account, constitute the "Trust Accounts" hereunder. Without limiting the foregoing, all monies credited to the Trust Accounts shall be, and shall remain, the property of the relevant Trust(s).

(b) Funds on deposit in the Trust Accounts shall be invested and reinvested by the Subordination Agent in Eligible Investments selected by American or its designated representative if such investments are reasonably available and have maturities no later than the earlier of (i) 90 days following the date of such investment and (ii) the Business Day immediately preceding the Regular Distribution Date or the date of the related distribution pursuant to Section 2.04, as the case may be, next following the date of such investment; *provided, however*, that, following the making of a Non-Extension Drawing under any Liquidity Facility, the Subordination Agent shall invest and reinvest the amounts in the applicable Cash Collateral Account in Eligible Investments pursuant to the written instructions of the Liquidity Provider funding such Drawing, and *provided, further, however*, that upon the occurrence and during the continuation of a Triggering Event, the Subordination Agent shall invest and reinvest the amounts on deposit in the Trust Accounts (other than amounts in the Cash Collateral Accounts as a result of a Non-Extension Drawing, which shall be governed by the foregoing proviso) in Eligible Investments in accordance with the written instructions of the Controlling Party. Unless otherwise expressly provided in this Agreement (including, without limitation, with respect to Investment Earnings on amounts on deposit in the Cash Collateral Accounts, Section 3.05(f)), any Investment Earnings shall be deposited in the Collection Account when received by the Subordination Agent and shall be applied by the Subordination Agent in the same manner as the other amounts on deposit in the Collection Account are to be applied. The Subordination Agent's reasonable fees and expenses actually incurred in making such investments and any losses incurred in such investments shall be charged against the principal amount invested. The Subordination Agent shall not be liable for any loss resulting from any investment, reinvestment or liquidation required to be made under this Agreement other than by reason of its willful misconduct or negligence. Eligible Investments and any other investment required to be made hereunder shall be held to their maturities except that any such investment may be sold (without regard to its maturity) by the Subordination Agent without instructions whenever such sale is necessary to make a distribution required under this Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

(c) The Subordination Agent shall possess all right, title and interest in all funds on deposit from time to time in the Trust Accounts and in all proceeds thereof (including all income thereon, except as otherwise expressly provided herein with respect to Investment Earnings). The Trust Accounts shall be held in trust by the Subordination Agent under the sole dominion and control of the Subordination Agent for the benefit of the applicable Trustee, the applicable Certificateholders and the applicable Liquidity Provider, as the case may be. If, at any time, any of the Trust Accounts ceases to be an Eligible Deposit Account, the Subordination Agent shall within 10 Business Days (or such longer period, not to exceed 30 calendar days, to which a Rating Agency may consent) establish a new Collection Account, Special Payments Account or Cash Collateral Account, as the case may be, as an Eligible Deposit Account and shall transfer any cash and/or any investments to such new Collection Account, Special Payments Account or Cash Collateral Account, as the case may be. So long as the Subordination

Agent is an Eligible Institution, the Trust Accounts shall be maintained with it as Eligible Deposit Accounts.

Section 2.03. Deposits to the Collection Account and Special Payments Account. (a) The Subordination Agent shall, upon receipt thereof, deposit in the Collection Account all Scheduled Payments received by it (other than any Scheduled Payment which by the express terms hereof is to be deposited to a Cash Collateral Account).

(b) The Subordination Agent shall, on each day when one or more Special Payments are made to the Subordination Agent as holder of the Equipment Notes, deposit in the Special Payments Account the aggregate amount of such Special Payments.

Section 2.04. Distributions of Special Payments. (a) Notice of Special Payment. Except as provided in Section 2.04(c) below, upon receipt by the Subordination Agent, as registered holder of the Equipment Notes, of any notice of a Special Payment (or, in the absence of any such notice, upon receipt by the Subordination Agent of a Special Payment), the Subordination Agent shall promptly give notice thereof to each Trustee and the Liquidity Providers. The Subordination Agent shall promptly calculate the amount of the proceeds of any redemption or purchase of any Equipment Note or the amount of any Overdue Scheduled Payment or the proceeds of Equipment Notes or Collateral, as the case may be, comprising such Special Payment under the applicable Indenture or Indentures and shall promptly send to each Trustee and the Liquidity Providers a Written Notice of such amount and the amount allocable to each Trust. Such Written Notice shall also set the distribution date for such Special Payment (a "Special Distribution Date"), which shall be the Business Day which immediately follows the later to occur of (x) the 15th day after the date of such Written Notice or (y) the date the Subordination Agent has received or expects to receive such Special Payment. Amounts on deposit in the Special Payments Account shall be distributed in accordance with Sections 2.04(b) and 2.04(c) and Article III hereof, as applicable.

For the purposes of the application of any Special Payment in respect of any Equipment Note to be distributed on any Special Distribution Date in accordance with Section 3.02 hereof, so long as no Indenture Event of Default shall have occurred and be continuing under any Indenture:

(i) clause "second" thereof shall be deemed to read as follows: "second, accrued and unpaid Liquidity Expenses then overdue plus an amount equal to all accrued and unpaid Liquidity Expenses not yet overdue multiplied by the Section 2.04 Fraction shall be distributed to the Liquidity Providers pro rata on the basis of the amount of Liquidity Expenses owed to each Liquidity Provider";

(ii) clause "third" thereof shall be deemed to read as follows: "third, (i) such amount as shall be required to pay accrued and unpaid interest then overdue on all Liquidity Obligations (at the rate, or in the amount, provided in the applicable Liquidity Facility) plus an amount equal to the amount of accrued and unpaid interest on the Liquidity Obligations not yet overdue multiplied by the Section 2.04 Fraction and (ii) if one or more Special Termination Drawings have been made under the Liquidity Facilities that have not been converted into a Final Drawing, the outstanding amount of such Special Termination Drawings shall be

distributed to the Liquidity Providers pro rata on the basis of the amounts owed to each Liquidity Provider”;

(iii) clause “seventh” thereof shall be deemed to read as follows: “seventh, such amount as shall be required to pay accrued, due and unpaid interest at the Stated Interest Rate on the outstanding Pool Balance of the Class A Certificates, together with (without duplication) any other accrued and unpaid interest at the Stated Interest Rate on the outstanding principal amount of the Series A Equipment Notes held in the Class A Trust being redeemed, purchased or prepaid, in each case excluding interest, if any, payable with respect to the Deposits relating to the Class A Trust shall be paid to the Class A Trustee”;

(iv) clause “eighth” thereof shall be deemed to read as follows: “eighth, such amount as shall be required to pay any accrued, due and unpaid Class B Adjusted Interest to the holders of the Class B Certificates shall be paid to the Class B Trustee”;

(v) clause “ninth” thereof shall be deemed to read as follows: “ninth, such amount as shall be required to pay any accrued, due and unpaid Class C Adjusted Interest to the holders of the Class C Certificates shall be paid to the Class C Trustee”;

(vi) clause “eleventh” thereof shall be deemed to read as follows: “eleventh, such amount as shall be required to pay in full accrued, due and unpaid interest at the Stated Interest Rate on the outstanding Pool Balance of the Class B Certificates which was not previously paid pursuant to clause “eighth” above to the holders of the Class B Certificates, together with (without duplication) any other accrued and unpaid interest at the Stated Interest Rate on the outstanding principal amount of the Series B Equipment Notes held in the Class B Trust and being redeemed, purchased or prepaid, shall be paid to the Class B Trustee”; and

(vii) clause “thirteenth” thereof shall be deemed to read as follows: “thirteenth, such amount as shall be required to pay in full accrued, due and unpaid interest at the Stated Interest Rate on the outstanding Pool Balance of the Class C Certificates which was not previously paid pursuant to clause “ninth” above to the holders of the Class C Certificates, together with (without duplication) any other accrued and unpaid interest at the Stated Interest Rate on the outstanding principal amount of the Series C Equipment Notes held in the Class C Trust and being redeemed, purchased or prepaid, shall be paid to the Class C Trustee”.

(b) Investment of Amounts in Special Payments Account. Any amounts on deposit in the Special Payments Account prior to the distribution thereof pursuant to Section 2.04 or 3.02 shall be invested in accordance with Section 2.02(b). Investment Earnings on such investments shall be distributed in accordance with Article III hereof.

(c) Certain Payments. Except for amounts constituting Liquidity Obligations, which shall be distributed as provided in Section 3.02, the Subordination Agent will distribute promptly upon receipt thereof (i) any indemnity payment or expense reimbursement received by it from American in respect of any Trustee, any Liquidity Provider, the Paying Agent, the Depositary or the Escrow Agent (collectively, the “Payees”) and (ii) any compensation received by it from American under any Operative Agreement in respect of any Payee, directly to the Person entitled thereto, *provided*, that if such Payee has previously received from the Collection

Account such payment, compensation or reimbursement, then the Subordination Agent shall deposit such amount in the Collection Account.

Section 2.05. Designated Representatives. (a) With the delivery of this Agreement, the Subordination Agent shall furnish to each Liquidity Provider and each Trustee, and from time to time thereafter may furnish to each Liquidity Provider and each Trustee, at the Subordination Agent's discretion, or upon any Liquidity Provider's or Trustee's request (which request shall not be made more than one time in any 12-month period), a certificate (a "Subordination Agent Incumbency Certificate") of a Responsible Officer of the Subordination Agent certifying as to the incumbency and specimen signatures of the officers of the Subordination Agent and the attorney-in-fact and agents of the Subordination Agent (the "Subordination Agent Representatives") authorized to give Written Notices on behalf of the Subordination Agent hereunder. Until each Liquidity Provider and Trustee receives a subsequent Subordination Agent Incumbency Certificate, it shall be entitled to rely on the last Subordination Agent Incumbency Certificate delivered to it hereunder.

(b) With the delivery of this Agreement, each Trustee shall furnish to the Subordination Agent, and from time to time thereafter may furnish to the Subordination Agent, at such Trustee's discretion, or upon the Subordination Agent's request (which request shall not be made more than one time in any 12-month period), a certificate (with respect to each such Trustee, a "Trustee Incumbency Certificate") of a Responsible Officer of such Trustee certifying as to the incumbency and specimen signatures of the officers of such Trustee and the attorney-in-fact and agents of such Trustee (with respect to each such Trustee, the "Trustee Representatives") authorized to give Written Notices on behalf of such Trustee hereunder. Until the Subordination Agent receives a subsequent Trustee Incumbency Certificate from a Trustee, it shall be entitled to rely on the last Trustee Incumbency Certificate with respect to such Trustee delivered to it hereunder.

(c) With the delivery of this Agreement, each Liquidity Provider shall furnish to the Subordination Agent, and from time to time thereafter may furnish to the Subordination Agent, at such Liquidity Provider's discretion, or upon the Subordination Agent's request (which request shall not be made more than one time in any 12-month period), a certificate (with respect to each such Liquidity Provider, an "LP Incumbency Certificate") of a Responsible Officer of such Liquidity Provider certifying as to the incumbency and specimen signatures of the officers of such Liquidity Provider and the attorney-in-fact and agents of such Liquidity Provider (with respect to each such Liquidity Provider, the "LP Representatives" and, together with the Subordination Agent Representatives and the Trustee Representatives, the "Designated Representatives") authorized to give Written Notices on behalf of such Liquidity Provider hereunder. Until the Subordination Agent receives a subsequent LP Incumbency Certificate from a Liquidity Provider, it shall be entitled to rely on the last LP Incumbency Certificate with respect to such Liquidity Provider delivered to it hereunder.

Section 2.06. Controlling Party. (a) Subject to Section 8.01(b), the Trustees and the Liquidity Providers hereby agree that, with respect to any Indenture at any given time, the Loan Trustee thereunder will be directed: (i) so long as no Indenture Event of Default has occurred and is continuing thereunder, in taking, or refraining from taking, any action under such Indenture or with respect to the Equipment Notes issued thereunder by a Majority in Interest of

Noteholders of such Equipment Notes (*provided*, that, for so long as the Subordination Agent is the registered holder of such Equipment Notes, the Subordination Agent shall act with respect to this clause (i) in accordance with the directions of the Trustees (in the case of each such Trustee, with respect to the Equipment Notes issued under such Indenture and held as Trust Property of such Trust) constituting, in the aggregate, directions with respect to an outstanding principal amount of such Equipment Notes that, if held by such Trustees directly, would make such Trustees a Majority in Interest of Noteholders), and (ii) after the occurrence and during the continuance of an Indenture Event of Default thereunder, in taking, or refraining from taking, any action under such Indenture or with respect to such Equipment Notes issued thereunder, including exercising remedies thereunder (including Accelerating the Equipment Notes issued thereunder or foreclosing the Lien created thereunder on the Aircraft securing such Equipment Notes), by the Controlling Party.

(b) Subject to paragraph (c) below, the “Controlling Party” shall be (x) the Class A Trustee, (y) upon payment of Final Distributions to the holders of Class A Certificates but prior to payment of Final Distributions to the holders of Class B Certificates, the Class B Trustee and (z) upon payment of Final Distributions to the holders of Class B Certificates but prior to payment of Final Distributions to the holders of Class C Certificates, the Class C Trustee. For purposes of giving effect to the provisions of Section 2.06(a) and this Section 2.06(b), the Trustees (other than the Controlling Party) irrevocably agree (and the Certificateholders (other than the Certificateholders represented by the Controlling Party) shall be deemed to agree by virtue of their purchase of Certificates) that the Subordination Agent, as record holder of the Equipment Notes, and subject always to the provisions of Section 2.06(a) and Article VIII, shall exercise its voting rights in respect of the Equipment Notes so held by the Subordination Agent as directed by the Controlling Party and any vote so exercised shall be binding upon the Trustees and all Certificateholders.

The Subordination Agent shall give Written Notice to all of the other parties to this Agreement promptly upon a change in the identity of the Controlling Party. Each of the parties hereto agrees that it shall not exercise any of the rights of the Controlling Party at such time as it is not the Controlling Party hereunder; provided, however, that nothing herein contained shall prevent or prohibit any Non-Controlling Party from exercising such rights as shall be specifically granted to such Non-Controlling Party hereunder and under the other Operative Agreements.

(c) Notwithstanding the foregoing, at any time after 18 months from the earliest to occur of (i) the date on which the entire Available Amount as of such date under any Liquidity Facility shall have been drawn (for any reason other than a Downgrade Drawing or a Non-Extension Drawing but including a Final Drawing, a Special Termination Drawing or a Downgrade Drawing or Non-Extension Drawing that has been converted into a Final Drawing under such Liquidity Facility) and remains unreimbursed, (ii) the date on which the entire amount of any Downgrade Drawing or Non-Extension Drawing under any Liquidity Facility shall have become and remain “Applied Downgrade Advances” or “Applied Non-Extension Advances”, as the case may be, under and as defined in such Liquidity Facility and (iii) the date on which all Equipment Notes under all Indentures shall have been Accelerated (*provided*, that (x) with respect to the period prior to the Delivery Period Termination Date, such Equipment Notes have an aggregate outstanding principal balance of in excess of \$925,000,000, and (y) in

the event of a bankruptcy proceeding in which American is a debtor under the Bankruptcy Code occurring on or after the Plan Effective Date, any amounts payable in respect of Equipment Notes which have become immediately due and payable by declaration or otherwise shall not be considered Accelerated for purposes of this sub-clause (iii) until the expiration of the 60-Day Period or such longer period as may apply under Section 1110(a)(2)(B) or Section 1110(b) of the Bankruptcy Code), the Liquidity Provider with the greatest amount of unreimbursed Liquidity Obligations owed to it (so long as such Liquidity Provider has not defaulted in its obligation to make any Drawing under its Liquidity Facility) shall have the right to elect, by Written Notice to the Subordination Agent and each of the Trustees, to become the Controlling Party hereunder with respect to any Indenture at any time from and including the last day of such 18-month period.

(d) [Reserved].

(e) The exercise of remedies by the Controlling Party under this Agreement shall be expressly limited by Sections 4.01(a)(ii) and 4.01(a)(iii) hereof.

(f) The Controlling Party shall not be entitled to require or obligate any Non-Controlling Party to provide funds necessary to exercise any right or remedy hereunder.

(g) Notwithstanding anything contained herein, neither the Controlling Party nor the Subordination Agent shall be authorized or empowered to do anything that would cause any Trust to fail to qualify as a "grantor trust" for federal income tax purposes.

### ARTICLE III

#### RECEIPT, DISTRIBUTION AND APPLICATION OF AMOUNTS RECEIVED

Section 3.01. Written Notice of Distribution. (a) No later than 3:00 P.M. (New York City time) on the Business Day immediately preceding each Distribution Date, each of the following Persons shall deliver to the Subordination Agent a Written Notice setting forth the following information as at the close of business on such Business Day:

(i) With respect to the Class A Certificates, the Class A Trustee shall separately set forth the amounts to be paid in accordance with clause "first" (to reimburse payments made by such Trustee or the Class A Certificateholders, as the case may be, pursuant to subclause (ii) or (iv) of clause "first") of Section 3.02 hereof, subclauses (ii) and (iii) of clause "sixth" of Section 3.02 hereof and clauses "seventh" and "tenth" of Section 3.02 hereof;

(ii) With respect to the Class B Certificates, the Class B Trustee shall separately set forth the amounts to be paid in accordance with clause "first" (to reimburse payments made by such Trustee or the Class B Certificateholders, as the case may be, pursuant to subclause (ii) or (iv) of clause "first") of Section 3.02 hereof, subclauses (ii) and (iii) of clause "sixth" of Section 3.02 hereof and clauses "eighth", "eleventh" and "twelfth" of Section 3.02 hereof;



(iii) With respect to the Class C Certificates, the Class C Trustee shall separately set forth the amounts to be paid in accordance with clause “first” (to reimburse payments made by such Trustee or the Class C Certificateholders, as the case may be, pursuant to subclause (ii) or (iv) of clause “first”) of Section 3.02 hereof, subclauses (ii) and (iii) of clause “sixth” of Section 3.02 hereof and clauses “ninth”, “thirteenth” and “fourteenth” of Section 3.02 hereof;

(iv) With respect to each Liquidity Facility, the Liquidity Provider thereunder shall separately set forth the amounts to be paid to it in accordance with subclauses (iii) and (iv) of clause “first” of Section 3.02 hereof, clause “second” of Section 3.02 hereof, clause “third” of Section 3.02 hereof, clause “fourth” of Section 3.02 hereof and clause “fifth” of Section 3.02 hereof; and

(v) Each Trustee shall set forth the amounts to be paid in accordance with clause “sixth” of Section 3.02 hereof.

(b) At such time as a Trustee or a Liquidity Provider shall have received all amounts owing to it (and, in the case of a Trustee, the Certificateholders for which it is acting) pursuant to Section 3.02 hereof, as applicable, and, in the case of a Liquidity Provider, its commitment or obligations under the related Liquidity Facility shall have terminated or expired, such Person shall, by a Written Notice, so inform the Subordination Agent, American and each other party to this Agreement.

(c) As provided in Section 6.05, the Subordination Agent shall be fully protected in relying on any of the information set forth in a Written Notice provided by any Trustee or any Liquidity Provider pursuant to paragraphs (a) and (b) above and shall have no independent obligation to verify, calculate or recalculate any amount set forth in any Written Notice delivered in accordance with such paragraphs.

(d) Any Written Notice delivered by a Trustee, a Liquidity Provider or the Subordination Agent, as applicable, pursuant to Section 3.01, if made prior to 10:00 A.M. (New York City time) on any Business Day shall be effective on the date delivered (or if delivered later on a Business Day or if delivered on a day that is not a Business Day shall be effective as of the next Business Day). Subject to the terms of this Agreement, the Subordination Agent shall as promptly as practicable comply with any such instructions; *provided*, however, that any transfer of funds pursuant to any instruction received after 10:00 A.M. (New York City time) on any Business Day may be made on the next succeeding Business Day.

(e) In the event the Subordination Agent shall not receive from any Person any information set forth in paragraph (a) above which is required to enable the Subordination Agent to make a distribution to such Person pursuant to Section 3.02 hereof, the Subordination Agent shall request such information and, failing to receive any such information, the Subordination Agent shall not make such distribution(s) to such Person. In such event, the Subordination Agent shall make distributions pursuant to clauses “first” through “fourteenth” of Section 3.02 to the extent it shall have sufficient information to enable it to make such distributions, and shall continue to hold any funds remaining on the terms hereof, including Section 2.02(b), after making such distributions, until the Subordination Agent shall receive all

necessary information to enable it to distribute any funds so withheld, and upon receipt of the information necessary to distribute any funds so withheld, the Subordination Agent shall distribute such funds.

(f) On such dates (but not more frequently than monthly) as any Liquidity Provider or any Trustee shall request, but in any event automatically at the end of each calendar quarter, the Subordination Agent shall send to such party a written statement reflecting all amounts on deposit with the Subordination Agent pursuant to Section 3.01(e).

The notices required under this Section 3.01(a) may be in the form of a schedule or similar document provided to the Subordination Agent by the parties referenced therein or by any one of them, which schedule or similar document may state that, unless there has been a prepayment of the Equipment Notes, such schedule or similar document is to remain in effect until any substitute notice or amendment shall be given to the Subordination Agent by the party providing such notice.

Section 3.02. Distribution of Amounts on Deposit in the Collection Account. Except as otherwise provided in Sections 2.04, 3.01(e), 3.03, 3.05(b) and 3.05(k), amounts on deposit in the Collection Account (including amounts on deposit in the Special Payments Account) shall be promptly distributed on each Regular Distribution Date (or, in the case of any amount described in Sections 2.04(a) or 2.04(b), on the Special Distribution Date thereof) in the following order of priority and in accordance with the information provided to the Subordination Agent pursuant to Section 3.01(a):

first, such amount as shall be required to reimburse (i) the Subordination Agent for any reasonable out-of-pocket costs and expenses actually incurred by it (to the extent not previously reimbursed) or reasonably expected to be incurred by it for the period ending on the next succeeding Regular Distribution Date (which shall not exceed \$150,000 unless approved in writing by the Controlling Party and accompanied by evidence that such costs are actually expected to be incurred) in the protection of, or the realization of the value of, the Equipment Notes or any Collateral, shall be applied by the Subordination Agent in reimbursement of such costs and expenses, (ii) any Trustee for any amounts of the nature described in clause (i) above actually incurred by it under the applicable Trust Agreement (to the extent not previously reimbursed), shall be distributed to such Trustee, (iii) any Liquidity Provider for any amounts of the nature described in clause (i) above actually incurred by it (to the extent not previously reimbursed), shall be distributed to such Liquidity Provider, and (iv) any Liquidity Provider or any Certificateholder for payments, if any, made by it to the Subordination Agent or any Trustee in respect of amounts described in clause (i) above actually incurred by it (to the extent not previously reimbursed) (collectively, the "Administration Expenses"), shall be distributed to such Liquidity Provider or the applicable Trustee for the account of such Certificateholder, in each such case, pro rata on the basis of all amounts described in clauses (i) through (iv) above;

second, such amount as shall be required to pay all accrued and unpaid Liquidity Expenses owed to each Liquidity Provider (other than amounts distributed pursuant to clause "first" of this Section 3.02) shall be distributed to the Liquidity Providers pro rata on the basis of the amount of Liquidity Expenses owed to each Liquidity Provider;

third, such amount as shall be required to pay (i) the aggregate amount of accrued and unpaid interest on all Liquidity Obligations (at the rate, or in the amount, provided in the applicable Liquidity Facility), and (ii) if one or more Special Termination Drawings have been made under the Liquidity Facilities that have not been converted into a Final Drawing, the outstanding amount of such Special Termination Drawings, pro rata on the basis of the amounts owed to each Liquidity Provider;

fourth, such amount as shall be required (A) if any Cash Collateral Account had been previously funded as provided in Section 3.05(f), unless (i) on such Distribution Date a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the relevant Liquidity Facility or (ii) a Final Drawing shall have occurred with respect to such Liquidity Facility, to fund such Cash Collateral Account up to its Required Amount shall be deposited in such Cash Collateral Account, (B) if any Liquidity Facility shall become a Downgraded Facility or a Non-Extended Facility at a time when unreimbursed Interest Drawings under such Liquidity Facility have reduced the Available Amount thereunder to zero, unless (i) on such Distribution Date a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the relevant Liquidity Facility or (ii) a Final Drawing shall have occurred with respect to such Liquidity Facility, to fund such Cash Collateral Account up to its Required Amount shall be deposited in the related Cash Collateral Account, and (C) if, with respect to any particular Liquidity Facility neither subclause (A) nor subclause (B) of this clause "fourth" is applicable, to pay or reimburse the Liquidity Provider in respect of such Liquidity Facility in an amount equal to the outstanding amount of all Liquidity Obligations then due under such Liquidity Facility (other than amounts distributed pursuant to clauses "first", "second" or "third" of this Section 3.02), pro rata on the basis of the amounts of all such fundings and/or unreimbursed Liquidity Obligations payable to each Liquidity Provider;

fifth, if, with respect to any particular Liquidity Facility, any amounts are to be distributed pursuant to either subclause (A) or (B) of clause "fourth" above, then the Liquidity Provider with respect to such Liquidity Facility shall be paid the excess of (x) the aggregate outstanding amount of unreimbursed Advances (whether or not then due) under such Liquidity Facility over (y) the Required Amount for the relevant Cash Collateral Account without duplication of any amounts distributed pursuant to clauses "first", "second", "third", and "fourth" of this Section 3.02, pro rata on the basis of such amounts in respect of such Liquidity Provider;

sixth, such amount as shall be required to reimburse or pay (i) the Subordination Agent for any Tax (other than Taxes imposed on compensation paid hereunder), expense, fee, charge or other loss incurred by, or any other amount payable to, the Subordination Agent in connection with the transactions contemplated hereby (to the extent not previously reimbursed), shall be applied by the Subordination Agent in reimbursement of such amount, (ii) each Trustee for any Tax (other than Taxes imposed on compensation paid under the applicable Trust Agreement), expense, fee, charge or other loss incurred by, or any other amount payable to, such Trustee under the applicable Trust Agreements (to the extent not previously reimbursed), shall be distributed to such Trustee, and (iii) each Certificateholder for payments, if any, made by it pursuant to Section 5.02 hereof in respect of amounts described in clause (i) above (without duplication of any amounts distributed pursuant to

subclause (iv) of clause “first” of this Section 3.02) shall be distributed to the applicable Trustee for the account of such Certificateholder, in each such case, pro rata, without duplication, on the basis of all amounts described in clauses (i) through (iii) above;

seventh, such amount as shall be required to pay in full accrued and unpaid interest at the Stated Interest Rate on the Pool Balance of the Class A Certificates (excluding interest, if any, payable with respect to the Deposits) shall be distributed to the Class A Trustee;

eighth, such amount as shall be required to pay unpaid Class B Adjusted Interest to the holders of the Class B Certificates shall be distributed to the Class B Trustee;

ninth, such amount as shall be required to pay unpaid Class C Adjusted Interest to the holders of the Class C Certificates shall be distributed to the Class C Trustee;

tenth, such amount as shall be required to pay in full Expected Distributions to the holders of the Class A Certificates on such Distribution Date shall be distributed to the Class A Trustee;

eleventh, such amount as shall be required to pay in full accrued and unpaid interest at the Stated Interest Rate on the Pool Balance of the Class B Certificates which was not previously paid pursuant to clause “eighth” above to the holders of the Class B Certificates shall be distributed to the Class B Trustee;

twelfth, such amount as shall be required to pay in full Expected Distributions to the holders of the Class B Certificates on such Distribution Date shall be distributed to the Class B Trustee;

thirteenth, such amount as shall be required to pay in full accrued and unpaid interest at the Stated Interest Rate on the Pool Balance of the Class C Certificates which was not previously paid pursuant to clause “ninth” above to the holders of the Class C Certificates shall be distributed to the Class C Trustee;

fourteenth, such amount as shall be required to pay in full Expected Distributions to the holders of the Class C Certificates on such Distribution Date shall be distributed to the Class C Trustee; and

fifteenth, the balance, if any, of any such amount remaining thereafter shall be held in the Collection Account for later distribution in accordance with this Article III.

With respect to clauses “first” and “sixth” above, no amounts shall be reimbursable to the Subordination Agent, any Trustee, any Liquidity Provider or any Certificateholder for any payments made by any such Person in connection with any Equipment Note that is no longer held by the Subordination Agent (to the extent that such payments relate to periods after such Equipment Note ceases to be held by the Subordination Agent).

Section 3.03. Other Payments. (a) Any payments received by the Subordination Agent for which no provision as to the application thereof is made in this Agreement shall be distributed by the Subordination Agent (i) in the order of priority specified in Section 3.02 hereof and (ii) to the extent received or realized at any time after the Final Distributions for each Class of Certificates have been made, in the manner provided in clause “first” of Section 3.02 hereof.

(b) Notwithstanding the priority of payments specified in Section 3.02, in the event any Investment Earnings on amounts on deposit in any Cash Collateral Account resulting from an Unapplied Provider Advance are deposited in the Collection Account or the Special Payments Account, such Investment Earnings shall be used to pay interest payable in respect of such Unapplied Provider Advance to the extent of such Investment Earnings.

(c) If the Subordination Agent receives any Scheduled Payment after the Scheduled Payment Date relating thereto, but prior to such payment becoming an Overdue Scheduled Payment, then the Subordination Agent shall deposit such Scheduled Payment in the Collection Account and promptly distribute such Scheduled Payment in accordance with the priority of distributions set forth in Section 3.02; *provided*, that, for the purposes of this Section 3.03(c) only, each reference in clauses “tenth”, “twelfth” and “fourteenth” of Section 3.02 to “Distribution Date” shall be deemed to refer to such Scheduled Payment Date.

Section 3.04. Payments to the Trustees and the Liquidity Providers. Any amounts distributed hereunder to any Liquidity Provider shall be paid by wire transfer of funds to the address that such Liquidity Provider shall provide to the Subordination Agent. The Subordination Agent shall provide a Written Notice of any such transfer to the applicable Liquidity Provider at the time of such transfer. Any amounts distributed hereunder by the Subordination Agent to any Trustee that is not the same institution as the Subordination Agent shall be paid to such Trustee by wire transfer of funds at the address such Trustee shall provide to the Subordination Agent.

Section 3.05. Liquidity Facilities. (a) Interest Drawings. If on any Distribution Date, after giving effect to the subordination provisions of this Agreement, the Subordination Agent shall not have sufficient funds for the payment of any amounts due and owing in respect of accrued interest on the Class A Certificates or the Class B Certificates (at the Stated Interest Rate for such Class of Certificates) (other than any amount of interest which was due and payable in respect of the Class A Certificates on such Distribution Date but which remains unpaid due to the failure of the Depository to pay any amount of accrued interest on the Deposits on such Distribution Date), then, prior to 12:30 p.m. (New York City time) on such Distribution Date, (i) the Subordination Agent shall request a drawing (each such drawing, an “Interest Drawing”) under the Liquidity Facility with respect to such Class of Certificates in an amount equal to the lesser of (x) an amount sufficient to pay the amount of such accrued interest shortfall (at the applicable Stated Interest Rate for such Class of Certificates) and (y) the Available Amount under such Liquidity Facility, and shall upon receipt of such amount pay such amount to the Trustee with respect to each such Class of Certificates in payment of such accrued interest shortfall.

(b) Application of Interest Drawings. Notwithstanding anything to the contrary contained in this Agreement, (i) all payments received by the Subordination Agent in respect of an Interest Drawing under the Class A Liquidity Facility and all amounts withdrawn by the Subordination Agent from the Class A Cash Collateral Account, and payable in each case to the Class A Certificateholders or the Class A Trustee, shall be promptly distributed to the Class A Trustee, and (ii) all payments received by the Subordination Agent in respect of an Interest Drawing under the Class B Liquidity Facility and all amounts withdrawn by the Subordination Agent from the Class B Cash Collateral Account, and payable in each case to the

Class B Certificateholders or the Class B Trustee, shall be promptly distributed to the Class B Trustee.

(c) Downgrade Drawings. (i) Each Liquidity Provider will promptly, but in any event within ten days of the occurrence of a Downgrade Event with respect to it (the date of such occurrence, the "Downgrade Date"), deliver notice to the Subordination Agent and American of the occurrence of such Downgrade Event and the Downgrade Date therefor. After the occurrence of a Downgrade Event with respect to any Liquidity Provider, each Liquidity Facility provided by such Liquidity Provider shall become a "Downgraded Facility" on the twenty-fifth (25<sup>th</sup>) day after the related Downgrade Date, unless, not later than such twenty-fifth (25<sup>th</sup>) day (or, if earlier, the expiration date of such Downgraded Facility), the Rating Agency whose downgrading of such Liquidity Provider resulted in such Downgrade Event shall have provided a written confirmation that the occurrence of such Downgrade Event will not result in the downgrading, withdrawal or suspension of the ratings then issued by such Rating Agency of the related Class of Certificates. Notwithstanding the foregoing, if at any time after the occurrence of such Downgrade Event, such Liquidity Provider notifies the Subordination Agent in writing that no such confirmation will be provided by such Rating Agency, each Liquidity Facility provided by such Liquidity Provider shall become a Downgraded Facility as of the date of such notice to the Subordination Agent.

(ii) If at any time any Liquidity Facility becomes a Downgraded Facility, not later than the thirtieth (30<sup>th</sup>) day after the related Downgrade Date (or, if earlier, the expiration date of such Downgraded Facility), the Liquidity Provider under such Downgraded Facility or American may arrange for a Replacement Liquidity Provider to issue and deliver a Replacement Liquidity Facility to the Subordination Agent.

(iii) If a Downgraded Facility has not been replaced by a Replacement Liquidity Facility in accordance with Section 3.05(c)(ii), the Subordination Agent shall, on the 30<sup>th</sup> day referred to in Section 3.05(c)(ii) (or if such 30<sup>th</sup> day is not a Business Day, on the next succeeding Business Day) (or, if earlier, the expiration date of such Downgraded Facility), request a drawing in accordance with and to the extent permitted by such Downgraded Facility (such drawing, a "Downgrade Drawing") of the Available Amount thereunder. Amounts drawn pursuant to a Downgrade Drawing shall be maintained and invested as provided in Section 3.05(f) hereof. Subject to Section 3.05(e)(iii), the applicable Liquidity Provider may also arrange for a Replacement Liquidity Provider to issue and deliver a Replacement Liquidity Facility at any time after such Downgrade Drawing so long as such Downgrade Drawing has not been reimbursed in full to such Liquidity Provider.

(iv) For the avoidance of doubt, the provisions of this Section 3.05(c) shall apply to each occurrence of a Downgrade Event with respect to a Liquidity Provider, regardless of whether or not one or more Downgrade Events have occurred prior thereto and whether or not any confirmation by a Rating Agency specified in Section 3.05(c)(i) has been obtained with respect to any prior occurrence of a Downgrade Event.

(d) Non-Extension Drawings. If any Liquidity Facility with respect to any Class of Certificates is scheduled to expire on a date (the "Stated Expiration Date") prior to the

date that is 15 days after the Final Legal Distribution Date for such Class of Certificates, then the following provisions shall apply:

(i) In the case of any Liquidity Facility having extension provisions identical to those set forth in Section 2.10 of either Liquidity Facility in effect on the Closing Date, in the case of the Class A Liquidity Facility, and the Class B Closing Date, in the case of the Class B Liquidity Facility, if before the 25th day prior to any anniversary date of the Closing Date or the Class B Closing Date, as applicable (such 25th day, the “Notice Date”), the Liquidity Provider shall have advised the Subordination Agent that such Liquidity Facility shall not be extended beyond the immediately following anniversary date of the Closing Date or the Class B Closing Date, as applicable, and on or before the Notice Date such Liquidity Facility shall not have been replaced in accordance with Section 3.05(e), the Subordination Agent shall, on the Notice Date (or as soon thereafter as possible but prior to the date of expiration of the expiring Liquidity Facility (a “Non-Extended Facility”), in accordance with the terms of such Non-Extended Facility, request a drawing under such Non-Extended Facility (such drawing, a “Non-Extension Drawing”) of all available and undrawn amounts thereunder.

(ii) In the case of any other Liquidity Facility, no earlier than the 60th day and no later than the 40th day prior to the then applicable Stated Expiration Date, the Subordination Agent shall request in writing that such Liquidity Provider extend the Stated Expiration Date to the earlier of (i) the date that is 15 days after the Final Legal Distribution Date for such Class of Certificates and (ii) the date that is the day immediately preceding the 364th day after the last day of the Consent Period (unless the obligations of such Liquidity Provider thereunder are earlier terminated in accordance with such Liquidity Facility). Whether or not the applicable Liquidity Provider has received a request from the Subordination Agent, such Liquidity Provider shall by notice (the “Consent Notice”) to the Subordination Agent, during the period commencing on the date that is 60 days prior to the then effective Stated Expiration Date (or if earlier, the date of such Liquidity Provider’s receipt of such request, if any, from the Subordination Agent) and ending on the date that is 25 days prior to such Stated Expiration Date (the “Consent Period”) advise the Subordination Agent whether, in its sole discretion, it agrees to so extend the Stated Expiration Date; *provided*, that such extension shall not be effective with respect to such Liquidity Provider if, by notice (the “Withdrawal Notice”) to the Subordination Agent prior to the end of the Consent Period, such Liquidity Provider revokes its Consent Notice. If a Liquidity Provider advises the Subordination Agent on or before the end of the Consent Period that such Stated Expiration Date shall not be so extended or fails to irrevocably and unconditionally advise the Subordination Agent on or before the end of the Consent Period that such Stated Expiration Date shall be so extended or gives a Withdrawal Notice to the Subordination Agent prior to the end of the Consent Period (and, in each case, if such Liquidity Provider shall not have been replaced in accordance with Section 3.05(e)), the Subordination Agent shall, on the date on which the Consent Period ends (or as soon as possible thereafter but prior to the Stated Expiration Date), in accordance with and to the extent permitted by the terms of the Non-Extended Facility, request a Non-Extension Drawing under such Non-Extended Facility of all available and undrawn amounts thereunder.

(iii) Amounts drawn pursuant to a Non-Extension Drawing shall be maintained and invested in accordance with Section 3.05(f).

(e) Issuance of Replacement Liquidity Facility. (i) Subject to Section 3.05(e)(iii) and the agreements, if any, in the applicable Fee Letter, at any time, American may, at its option and at its own expense, with cause or without cause, arrange for a Replacement Liquidity Facility to replace any Liquidity Facility for any Class of Certificates (including any Replacement Liquidity Facility provided pursuant to Section 3.05(e)(ii)); *provided, however*, that if the initial Liquidity Provider with respect to any Class of Certificates is replaced (including as a result of a refinancing of the Class B Certificates) it shall be replaced with respect to all Liquidity Facilities under which it is a Liquidity Provider. If such Replacement Liquidity Facility is provided at any time after a Downgrade Drawing, a Non-Extension Drawing or a Special Termination Drawing has been made, all funds on deposit in the relevant Cash Collateral Account resulting from such Downgrade Drawing or Non-Extension Drawing will be returned to the Liquidity Provider being replaced.

(ii) If any Liquidity Provider shall determine not to extend its Liquidity Facility in accordance with Section 3.05(d), then such Liquidity Provider may, at its option, arrange for a Replacement Liquidity Facility to replace such Liquidity Facility during the period no earlier than 40 days and no later than 25 days prior to the then effective Stated Expiration Date of such Liquidity Facility. At any time after a Non-Extension Drawing has been made under any Liquidity Facility, the Liquidity Provider thereunder may, at its option, arrange for a Replacement Liquidity Facility to replace the Liquidity Facility under which such Non-Extension Drawing has been made.

(iii) No Replacement Liquidity Facility arranged by American or a Liquidity Provider in accordance with clause (i) or (ii) above or pursuant to Section 3.05(c), respectively, shall become effective and no such Replacement Liquidity Facility shall be deemed a "Liquidity Facility" under the Operative Agreements, unless and until (A) each of the conditions referred to in sub-clauses (iv)(x) and (z) below shall have been satisfied, (B) if such Replacement Liquidity Facility shall materially adversely affect the rights, remedies, interests or obligations of the Class A Certificateholders or the Class B Certificateholders under any of the Operative Agreements, the applicable Trustee shall have consented, in writing, to the execution and issuance of such Replacement Liquidity Facility and (C) in the case of a Replacement Liquidity Facility arranged by a Liquidity Provider under Section 3.05(e)(ii) or pursuant to Section 3.05(c), such Replacement Liquidity Facility is reasonably acceptable to American.

(iv) In connection with the issuance of each Replacement Liquidity Facility, the Subordination Agent shall (x) prior to the issuance of such Replacement Liquidity Facility, obtain written confirmation from each Rating Agency that such Replacement Liquidity Facility will not cause a reduction, withdrawal or suspension of any rating then in effect for any Class of Certificates by such Rating Agency (without regard to any downgrading of any rating of the Liquidity Provider being replaced pursuant to Section 3.05(c)), (y) pay all Liquidity Obligations then owing to the replaced Liquidity Provider (which payment shall be made first from available funds in the applicable Cash Collateral Account as described in Section 3.05(f), and thereafter from any other available source, including, without limitation, a drawing under the Replacement Liquidity Facility) and (z) cause the issuer of the Replacement Liquidity Facility to deliver the Replacement Liquidity Facility to the Subordination Agent, together with a legal opinion opining that such Replacement Liquidity Facility is an enforceable obligation of such Replacement Liquidity Provider.



(v) Upon satisfaction of the conditions set forth in clauses (iii) and (iv) of this Section 3.05(e) with respect to a Replacement Liquidity Facility, (1) the replaced Liquidity Facility shall terminate, (2) the Subordination Agent shall, if and to the extent so requested by American or the Liquidity Provider being replaced, execute and deliver any certificate or other instrument required in order to terminate the replaced Liquidity Facility, shall surrender the replaced Liquidity Facility to the Liquidity Provider being replaced and shall execute and deliver the Replacement Liquidity Facility and any associated Fee Letter, (3) each of the parties hereto shall enter into any amendments to this Agreement necessary to give effect to (a) the replacement of the applicable Liquidity Provider with the applicable Replacement Liquidity Provider and (b) the replacement of the applicable Liquidity Facility with the applicable Replacement Liquidity Facility, and (4) the applicable Replacement Liquidity Provider shall be deemed to be a Liquidity Provider with the rights and obligations of a Liquidity Provider hereunder and under the other Operative Agreements and such Replacement Liquidity Facility shall be deemed to be a Liquidity Facility hereunder and under the other Operative Agreements.

(f) Cash Collateral Accounts; Withdrawals; Investments. In the event the Subordination Agent shall draw all Available Amounts under the Class A Liquidity Facility or the Class B Liquidity Facility pursuant to Section 3.05(c), 3.05(d), 3.05(i) or 3.05(k), or in the event amounts are to be deposited in the Class A Cash Collateral Account or the Class B Cash Collateral Account pursuant to subclause (A) or (B) of clause "fourth" of Section 3.02, amounts so drawn or to be deposited, as the case may be, shall be deposited by the Subordination Agent in the Class A Cash Collateral Account or the Class B Cash Collateral Account, as applicable. All amounts on deposit in each Cash Collateral Account shall be invested and reinvested in Eligible Investments in accordance with Section 2.02(b).

On each Interest Payment Date (or, in the case of any Special Distribution Date with respect to the distribution of a Special Payment, on such Special Distribution Date), Investment Earnings on amounts on deposit in each Cash Collateral Account with respect to any Liquidity Facility (or in the case of any Special Distribution Date with respect to the distribution of a Special Payment, so long as no Indenture Event of Default shall have occurred and be continuing under any Indenture, a fraction of such Investment Earnings equal to the Section 2.04 Fraction) shall be deposited in the Collection Account (or, in the case of any Special Distribution Date with respect to the distribution of a Special Payment, the Special Payments Account) and applied on such Interest Payment Date (or Special Distribution Date, as the case may be) in accordance with Section 3.02 or 3.03 (as applicable). The Subordination Agent shall deliver a written statement to American and each Liquidity Provider one day prior to each Interest Payment Date and Special Distribution Date setting forth the aggregate amount of Investment Earnings held in the Cash Collateral Accounts as of such date. In addition, from and after the date funds are so deposited, the Subordination Agent shall make withdrawals from such accounts as follows:

(i) on each Distribution Date, the Subordination Agent shall, to the extent it shall not have received funds to pay accrued and unpaid interest due and owing on the Class A Certificates (at the Stated Interest Rate for the Class A Certificates) (other than any amount of interest which was due and payable in respect of the Class A Certificates on such Distribution Date but which remains unpaid due to the failure of the Depositary to pay any amount of accrued interest on the Deposits on such Distribution Date) after

giving effect to the subordination provisions of this Agreement, withdraw from the Class A Cash Collateral Account, and pay to the Class A Trustee, an amount equal to the lesser of (x) an amount necessary to pay accrued and unpaid interest (at the Stated Interest Rate for the Class A Certificates) on the Class A Certificates and (y) the amount on deposit in the Class A Cash Collateral Account;

(ii) on each Distribution Date, the Subordination Agent shall, to the extent it shall not have received funds to pay accrued and unpaid interest due and owing on the Class B Certificates (at the Stated Interest Rate for the Class B Certificates) after giving effect to the subordination provisions of this Agreement, withdraw from the Class B Cash Collateral Account, and pay to the Class B Trustee, an amount equal to the lesser of (x) an amount necessary to pay accrued and unpaid interest (at the Stated Interest Rate for the Class B Certificates) on such Class B Certificates and (y) the amount on deposit in the Class B Cash Collateral Account;

(iii) on each date on which the Pool Balance of the Class A Trust shall have been reduced by payments made to the Class A Certificateholders pursuant to Section 3.02 hereof or pursuant to Section 2.03 of the Escrow and Paying Agent Agreement, the Subordination Agent shall withdraw from the Class A Cash Collateral Account such amount as is necessary so that, after giving effect to the reduction of the Pool Balance on such date (and any reduction in the amounts on deposit in the Class A Cash Collateral Account resulting from a prior withdrawal of amounts on deposit in the Class A Cash Collateral Account on such date) and any transfer of Investment Earnings from such Cash Collateral Account to the Collection Account or the Special Payments Account on such date, an amount equal to the sum of the Required Amount (with respect to the Class A Liquidity Facility) plus (if on a Distribution Date not coinciding with an Interest Payment Date) Investment Earnings on deposit in such Cash Collateral Account (after giving effect to any such transfer of Investment Earnings) will remain on deposit in the Class A Cash Collateral Account and shall first, pay such withdrawn amount to the Class A Liquidity Provider until the Class A Liquidity Obligations owing to the Class A Liquidity Provider shall have been paid in full, and second, deposit any remaining withdrawn amount in the Collection Account;

(iv) on each date on which the Pool Balance of the Class B Trust shall have been reduced by payments made to the Class B Certificateholders pursuant to Section 3.02 hereof, the Subordination Agent shall withdraw from the Class B Cash Collateral Account such amount as is necessary so that, after giving effect to the reduction of the Pool Balance on such date (and any reduction in the amounts on deposit in the Class B Cash Collateral Account resulting from a prior withdrawal of amounts on deposit in the Class B Cash Collateral Account on such date) and any transfer of Investment Earnings from such Cash Collateral Account to the Collection Account or the Special Payments Account on such date, an amount equal to the sum of the Required Amount (with respect to the Class B Liquidity Facility) plus (if on a Distribution Date not coinciding with an Interest Payment Date) Investment Earnings on deposit in such Cash Collateral Account (after giving effect to any such transfer of Investment Earnings) will remain on deposit in the Class B Cash Collateral Account and shall first, pay such withdrawn amount to the Class B Liquidity Provider until the Class B Liquidity Obligations owing to such Liquidity Provider shall have been paid in full, and second, deposit any remaining withdrawn amount in the Collection Account;

(v) if a Replacement Liquidity Facility for any relevant Class of Certificates shall be delivered to the Subordination Agent following the date on which funds have been deposited into the Cash Collateral Account for such Class of Certificates, the Subordination Agent shall withdraw all amounts remaining on deposit in such Cash Collateral Account and shall pay such amounts to the replaced Liquidity Provider, if any, until all Liquidity Obligations owed to such Person shall have been paid in full, and deposit any remaining amount in the Collection Account; and

(vi) following (x) the payment of Final Distributions or (y) the Final Legal Distribution Date with respect to any Class of Certificates covered by a Liquidity Facility, on the date on which the Subordination Agent shall have been notified by the Liquidity Provider for such Class of Certificates that the Liquidity Obligations owed to such Liquidity Provider have been paid in full, or, if earlier, the first Business Day after such Final Legal Distribution Date, the Subordination Agent shall withdraw all amounts on deposit in the Cash Collateral Account in respect of such Class of Certificates, if any, and shall deposit such amounts in the Collection Account.

(g) Reinstatement. With respect to any Interest Drawing under the Liquidity Facility for any relevant Trust, upon the reimbursement of the applicable Liquidity Provider for all or any part of the amount of such Interest Drawing, together with any accrued interest thereon, the Available Amount of such Liquidity Facility shall be reinstated by an amount equal to the amount of such Interest Drawing so reimbursed to the applicable Liquidity Provider but not to exceed the Stated Amount for such Liquidity Facility; *provided, however*, that the Available Amount of such Liquidity Facility shall not be so reinstated in part or in full at any time if (x) both a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to the relevant Liquidity Facility or (y) a Final Drawing, Downgrade Drawing, Non-Extension Drawing or Special Termination Drawing shall have occurred with respect to such Liquidity Facility or an Interest Drawing shall have been converted into a Final Drawing. In the event that, with respect to any particular Liquidity Facility, (i) funds are withdrawn from the related Cash Collateral Account pursuant to clause (i) or (ii) of Section 3.05(f) or (ii) such Liquidity Facility shall become a Downgraded Facility or a Non-Extended Facility at a time when unreimbursed Interest Drawings under such Liquidity Facility have reduced the Available Amount thereunder to zero, then funds received by the Subordination Agent at any time, other than (x) any time when both a Performing Note Deficiency exists and a Liquidity Event of Default shall have occurred and be continuing with respect to such Liquidity Facility or (y) any time after a Final Drawing shall have occurred with respect to such Liquidity Facility shall be deposited in such Cash Collateral Account as and to the extent provided in clause "fourth" of Section 3.02 and applied in accordance with Section 3.05(f).

(h) Reimbursement. The amount of each drawing under the Liquidity Facilities shall be due and payable, together with interest thereon, on the dates and at the rates, respectively, provided in the Liquidity Facilities.

(i) Final Drawing. Upon receipt from a Liquidity Provider of a Termination Notice with respect to its applicable Liquidity Facility, the Subordination Agent shall, not later than the date specified in such Termination Notice, in accordance with the terms of such Liquidity Facility, request a drawing under such Liquidity Facility of all available and undrawn

amounts thereunder (a “Final Drawing”). Amounts drawn pursuant to a Final Drawing shall be maintained and invested in accordance with Section 3.05(f).

(j) Adjustments of Stated Amount. Promptly following each date on which the Required Amount of the Liquidity Facility for a relevant Class of Certificates is reduced as a result of a reduction in the Pool Balance with respect to such Certificates, the occurrence of the Step-Up Termination Date with respect to such Certificates or otherwise, the Subordination Agent shall, if any such Liquidity Facility provides for reductions of the Stated Amount of such Liquidity Facility and if such reductions are not automatic, request such Liquidity Provider for such Class of Certificates to reduce such Stated Amount to an amount equal to the Required Amount with respect to such Liquidity Facility (as calculated by the Subordination Agent after giving effect to such payment). Each such request shall be made in accordance with the provisions of the applicable Liquidity Facility.

(k) Special Termination Drawing. Upon receipt from a Liquidity Provider of a Special Termination Notice with respect to any Liquidity Facility, the Subordination Agent shall, not later than the date specified in such Special Termination Notice, in accordance with the terms of such Liquidity Facility, request a drawing under such Liquidity Facility of all available and undrawn amounts thereunder (a “Special Termination Drawing”). Amounts drawn pursuant to a Special Termination Drawing shall be maintained and invested in accordance with Section 3.05(f) hereof.

(l) Relation to Subordination Provisions. Interest Drawings under the Liquidity Facilities and withdrawals from the Cash Collateral Accounts, in each case, in respect of interest on the Certificates of any Class, will be distributed to the Trustee for such Class of Certificates, notwithstanding Sections 2.01(b) and 3.02.

(m) Assignment of Liquidity Facility. The Subordination Agent agrees not to consent to the assignment by any Liquidity Provider of any of its rights or obligations under any Liquidity Facility or any interest therein unless (i) American shall have consented to such assignment and (ii) each Rating Agency shall have provided a Ratings Confirmation with respect to each Class of Certificates then rated by such Rating Agency in connection with such assignment; *provided*, that the Subordination Agent shall consent to such assignment if the conditions in the foregoing clauses (i) and (ii) are satisfied, and the foregoing is not intended to and shall not be construed to limit the rights of any initial Liquidity Provider under Section 3.05(e)(ii).

## ARTICLE IV

### EXERCISE OF REMEDIES

Section 4.01. Directions from the Controlling Party. (a) (i) Following the occurrence and during the continuation of an Indenture Event of Default under any Indenture, the Controlling Party shall direct the Subordination Agent, as the holder of the Equipment Notes issued under such Indenture, which in turn shall direct the Loan Trustee under such Indenture, in the exercise of remedies available to the holders of such Equipment Notes, including, without limitation, the ability to vote all such Equipment Notes held by the Subordination Agent in favor

of Accelerating such Equipment Notes in accordance with the provisions of such Indenture. Subject to Section 4.01(a)(iii), if the Equipment Notes issued pursuant to any Indenture have been Accelerated following an Indenture Event of Default with respect thereto, the Controlling Party may direct the Subordination Agent to sell, assign, contract to sell or otherwise dispose of and deliver all (but not less than all) of such Equipment Notes to any Person at public or private sale, at any location at the option of the Controlling Party, all upon such terms and conditions as the Controlling Party may reasonably deem advisable and in accordance with applicable law.

(ii) Following the occurrence and during the continuation of an Indenture Event of Default under any Indenture, in the exercise of remedies pursuant to such Indenture, the Loan Trustee under such Indenture may be directed to lease the related Aircraft to any Person (including American) so long as the Loan Trustee in doing so acts in a “commercially reasonable” manner within the meaning of Article 9 of the Uniform Commercial Code as in effect in any applicable jurisdiction (including Sections 9-610 and 9-627 thereof).

(iii) Notwithstanding the foregoing, so long as any Certificates remain Outstanding, during the period ending on the date which is nine months after the earlier of (x) the Acceleration of the Equipment Notes issued pursuant to any Indenture or (y) the occurrence of an American Bankruptcy Event, without the consent of each Trustee (other than the Trustee of any Trust all of the Certificates of which are held or beneficially owned by American and/or its Affiliates), no Aircraft subject to the Lien of such Indenture or such Equipment Notes may be sold if the net proceeds from such sale would be less than the Minimum Sale Price for such Aircraft or such Equipment Notes.

(iv) Upon the occurrence of an Indenture Event of Default under any Indenture, the Subordination Agent will obtain three desktop appraisals from the Appraisers selected by the Controlling Party setting forth the current market value, current lease rate and distressed value (in each case, as defined by the International Society of Transport Aircraft Trading or any successor organization) of the Aircraft subject to such Indenture (each such appraisal, an “Appraisal” and the current market value appraisals being referred to herein as the “Post-Default Appraisals”). For so long as any Indenture Event of Default shall be continuing under any Indenture, and without limiting the right of the Controlling Party to request more frequent Appraisals, the Subordination Agent will obtain updated Appraisals on the date that is 364 days from the date of the most recent Appraisal (or if an American Bankruptcy Event shall have occurred and is continuing, on the date that is 180 days from the date of the most recent Appraisal) and shall (acting on behalf of each Trustee) post such Appraisals on DTC’s Internet bulletin board or make such other commercially reasonable efforts as the Subordination Agent may deem appropriate to make such Appraisals available to all Certificateholders.

(b) Following the occurrence and during the continuance of an Indenture Event of Default under any Indenture, the Controlling Party shall take such actions as it may reasonably deem most effectual to complete the sale or other disposition of the relevant Aircraft or Equipment Notes. In addition, in lieu of any sale, assignment, contract to sell or other disposition, the Controlling Party may maintain or cause the Subordination Agent to maintain possession of such Equipment Notes and continue to apply monies received in respect of such Equipment Notes in accordance with Article III hereof. In addition, in lieu of such sale, assignment, contract to sell or other disposition, or in lieu of such maintenance of possession, the

Controlling Party may direct the Subordination Agent to, subject to the terms and conditions of the related Indenture, instruct the Loan Trustee under such Indenture to foreclose on the Lien on the related Aircraft or to take any other remedial action permitted under such Indenture or under any applicable law.

(c) If following the occurrence and during the continuance of an American Bankruptcy Event, the Controlling Party receives a proposal from or on behalf of American to restructure the financing of any one or more of the Aircraft, the Controlling Party shall promptly thereafter give the Subordination Agent, each Trustee and each Liquidity Provider that has not made a Final Drawing notice of the material economic terms and conditions of such restructuring proposal whereupon the Subordination Agent acting on behalf of each Trustee shall post such terms and conditions of such restructuring proposal on DTC's Internet bulletin board or make such other commercially reasonable efforts as the Subordination Agent may deem appropriate to make such terms and conditions available to all Certificateholders. Thereafter, neither the Subordination Agent nor any Trustee, whether acting on instructions of the Controlling Party or otherwise, may, without the consent of each Trustee and each Liquidity Provider that has not made a Final Drawing, enter into any term sheet, stipulation or other agreement (a "Restructuring Arrangement") (whether in the form of an adequate protection stipulation, an extension under Section 1110(b) of the Bankruptcy Code or otherwise) to effect any such restructuring proposal with or on behalf of American unless and until the material economic terms and conditions of such restructuring proposal shall have been made available to all Certificateholders and each Liquidity Provider that has not made a Final Drawing for a period of not less than 15 calendar days (except that such requirement shall not apply to any such term sheet, stipulation or other agreement that is to be effective on or as of any date occurring during the 60-Day Period and that is initially effective for a period not exceeding three months from the expiry of the 60-Day Period (an "Interim Restructuring Arrangement"). Notwithstanding anything herein to the contrary, no provision of this Section 4.01(c) relating to Section 1110 or the 60-Day Period shall apply prior to the Plan Effective Date. In addition, the foregoing provisions of this Section 4.01(c): (i) shall not apply to any extension of a Restructuring Arrangement with respect to which such provisions have been complied with in connection with the original entry thereof if the possibility of such extension has been disclosed in satisfaction of the notification requirements of such provisions and such extension shall not amend or modify any of the other terms and conditions of such Restructuring Arrangement and (ii) shall apply to the initial extension of an Interim Restructuring Arrangement beyond the three months following the expiry of the 60-Day Period, if applicable, but not to any subsequent extension of such Interim Restructuring Arrangement, if the possibility of such subsequent extension has been disclosed in satisfaction of the notification requirements of such provisions and such subsequent extension shall not amend or modify any of the other terms and conditions of such Interim Restructuring Arrangement. In the event that any Certificateholder gives irrevocable notice of the exercise of its right to purchase all (but not less than all) of the Class of Certificates represented by the then Controlling Party pursuant to the applicable Trust Agreement, prior to the expiry of the 15-day notice period specified above, such Controlling Party may not direct the Subordination Agent or any Trustee to enter into any such restructuring proposal with respect to any of the Aircraft, unless and until such Certificateholder shall fail to purchase such Class of Certificates on the date that it is required to make such purchase.

Section 4.02. Remedies Cumulative. To the extent permitted by applicable law, each and every right, power and remedy given to the Trustees, the Liquidity Providers, the Controlling Party or the Subordination Agent specifically or otherwise in this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may, subject always to the terms and conditions hereof, be exercised from time to time and as often and in such order as may be deemed expedient by any Trustee, any Liquidity Provider, the Controlling Party or the Subordination Agent, as appropriate, and the exercise or the beginning of the exercise of any right, power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by any Trustee, any Liquidity Provider, the Controlling Party or the Subordination Agent in the exercise of any right, remedy or power or in the pursuit of any remedy shall, to the extent permitted by applicable law, impair any such right, power or remedy or be construed to be a waiver of any default or to be an acquiescence therein.

Section 4.03. Discontinuance of Proceedings. In case any party to this Agreement (including the Controlling Party in such capacity) shall have instituted any Proceeding to enforce any right, power or remedy under this Agreement by foreclosure, entry or otherwise, and such Proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Person instituting such Proceeding, then and in every such case each such party shall, subject to any determination in such Proceeding, be restored to its former position and rights hereunder, and all rights, remedies and powers of such party shall continue as if no such Proceeding had been instituted.

Section 4.04. Right of Certificateholders and the Liquidity Providers to Receive Payments Not to Be Impaired. Anything in this Agreement to the contrary notwithstanding but subject to each Trust Agreement, the right of any Certificateholder or any Liquidity Provider, respectively, to receive payments hereunder (including, without limitation, pursuant to Section 3.02) when due, or to institute suit for the enforcement of any such payment on or after the applicable Distribution Date, shall not be impaired or affected without the consent of such Certificateholder or such Liquidity Provider, respectively.

## ARTICLE V

### DUTIES OF THE SUBORDINATION AGENT; AGREEMENTS OF TRUSTEES, ETC.

Section 5.01. Notice of Indenture Event of Default or Triggering Event. (a) If the Subordination Agent shall have knowledge of an Indenture Event of Default or a Triggering Event, the Subordination Agent shall promptly give notice thereof to the Rating Agencies, American, the Liquidity Providers and the Trustees by telegram, cable, facsimile or telephone (to be promptly confirmed in writing), unless such Indenture Event of Default or Triggering Event shall have been cured or waived. For all purposes of this Agreement, in the absence of actual knowledge, the Subordination Agent shall not be deemed to have knowledge of any Indenture Event of Default or Triggering Event unless notified in writing by American, one or more Trustees, one or more Liquidity Providers or one or more Certificateholders; and “actual

knowledge” (as used in the foregoing clause) of the Subordination Agent shall mean actual knowledge of an officer in the Corporate Trust Office of the Subordination Agent.

(b) Other Notices. The Subordination Agent will furnish to each Liquidity Provider and each Trustee, promptly upon receipt thereof, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and other instruments furnished to the Subordination Agent as registered holder of the Equipment Notes or otherwise in its capacity as Subordination Agent to the extent the same shall not have been otherwise directly distributed to such Liquidity Provider or such Trustee, as applicable, pursuant to any other Operative Agreement.

(c) Securities Position. Upon the occurrence of an Indenture Event of Default, the Subordination Agent shall instruct the Trustees to, and the Trustees shall, request that DTC post on its Internet bulletin board a securities position listing setting forth the names of all the parties reflected on DTC’s books as holding interests in the Certificates.

(d) Reports. Promptly after the occurrence of a Triggering Event or an Indenture Event of Default resulting from the failure of American to make payments on any Equipment Note and on every Regular Distribution Date while the Triggering Event or such Indenture Event of Default shall be continuing, the Subordination Agent will provide to the Trustees, the Liquidity Providers, the Rating Agencies and American a statement setting forth the following information:

(i) after an American Bankruptcy Event occurring on or after the Plan Effective Date, with respect to each Aircraft, whether such Aircraft is (A) subject to the 60-Day Period, (B) subject to an election by American under Section 1110(a) of the Bankruptcy Code, (C) covered by an agreement contemplated by Section 1110(b) of the Bankruptcy Code or (D) not subject to any of (A), (B) or (C);

(ii) to the best of the Subordination Agent’s knowledge, after requesting such information from American, (A) whether the Aircraft are currently in service or parked in storage, (B) the maintenance status of the Aircraft and (C) the location of the Engines (as defined in the Indentures);

(iii) the current Pool Balance of each Class of Certificates, the Eligible B Pool Balance, the Eligible C Pool Balance and the outstanding principal amount of all Equipment Notes;

(iv) the expected amount of interest which will have accrued on the Equipment Notes and on the Certificates as of the next Regular Distribution Date;

(v) the amounts paid to each Person on such Distribution Date pursuant to this Agreement;

(vi) details of the amounts paid on such Distribution Date identified by reference to the relevant provision of this Agreement and the source of payment (by Aircraft and party);



(vii) if the Subordination Agent has made a Final Drawing or a Special Termination Drawing under any Liquidity Facility;

(viii) the amounts currently owed to each Liquidity Provider;

(ix) the amounts drawn under each Liquidity Facility; and

(x) after an American Bankruptcy Event, any operational reports filed by American with the bankruptcy court which are available to the Subordination Agent on a non-confidential basis.

Section 5.02. Indemnification. The Subordination Agent shall not be required to take any action or refrain from taking any action under Article IV unless the Subordination Agent shall have received indemnification against any risks that may be incurred in connection therewith in form and substance reasonably satisfactory to it, including, without limitation, adequate advances against costs (including fees and expenses) that may be incurred by it in connection therewith. The Subordination Agent shall not be required to take any action under Article IV, nor shall any other provision of this Agreement or any other Operative Agreement be deemed to impose a duty on the Subordination Agent to take any action, if the Subordination Agent shall have been advised by outside counsel that such action is contrary to the terms hereof or is otherwise contrary to law. Under no circumstances shall the Subordination Agent be required to expend or risk its own funds or otherwise incur any financial liability in performing its duties or exercising its rights or powers hereunder if it shall have reasonable grounds for believing that repayment of such funds is not assured to it.

Section 5.03. No Duties Except as Specified in Intercreditor Agreement. The Subordination Agent shall not have any duty or obligation to take or refrain from taking any action under, or in connection with, this Agreement, except as expressly provided by the terms of this Agreement; and no implied duties or obligations shall be read into this Agreement against the Subordination Agent. The Subordination Agent agrees that it will, in its individual capacity and at its own cost and expense (but without any right of indemnity in respect of any such cost or expense) promptly take such action as may be necessary duly to discharge all Liens on any of the Trust Accounts or any monies deposited therein that are attributable to the Subordination Agent in its individual capacity and that are unrelated to the transaction contemplated hereby and by the other Operative Agreements.

Section 5.04. Notice from the Liquidity Providers and Trustees. If any Liquidity Provider or Trustee has notice of an Indenture Event of Default or a Triggering Event, such Person shall promptly give notice thereof to all other Liquidity Providers and Trustees and to the Subordination Agent; *provided, however*, that no such Person shall have any liability hereunder as a result of its failure to deliver any such notice.

## ARTICLE VI

### THE SUBORDINATION AGENT

Section 6.01. Authorization; Acceptance of Trusts and Duties. Each of the Class A Trustee and the Class B Trustee hereby designates and appoints the Subordination Agent

as the agent and trustee of such Trustee under the applicable Liquidity Facility (if any) and authorizes the Subordination Agent to enter into the applicable Liquidity Facility as agent and trustee for such Trustee. Each of the Liquidity Providers and the Trustees hereby designates and appoints the Subordination Agent as the Subordination Agent under this Agreement. WTC accepts the trusts and duties hereby created and applicable to it and agrees to perform such duties, but only upon the terms of this Agreement and agrees to receive, handle and disburse all monies received by it in accordance with the terms hereof. The Subordination Agent shall have no liability hereunder except (a) for its own willful misconduct or negligence, (b) as provided in Section 2.02 and the last sentence of Section 5.03, (c) for liabilities that may result from the inaccuracy of any representation or warranty of the Subordination Agent made in its individual capacity in any Operative Agreement and (d) as otherwise expressly provided herein or in the other Operative Agreements.

Section 6.02. Absence of Duties. The Subordination Agent shall have no duty to see to any recording or filing of this Agreement or any other document, or to see to the maintenance of any such recording or filing.

Section 6.03. No Representations or Warranties as to Documents. The Subordination Agent shall not be deemed to have made any representation or warranty as to the validity, legality or enforceability of this Agreement or any other Operative Agreement or as to the correctness of any statement contained herein or therein (other than the representations and warranties of the Subordination Agent made in its individual capacity under any Operative Agreement), except that the Subordination Agent hereby represents and warrants that each of said specified documents to which it is a party has been or will be duly executed and delivered by one of its officers who is and will be duly authorized to execute and deliver such document on its behalf. The Certificateholders, the Trustees and the Liquidity Providers make no representation or warranty hereunder whatsoever.

Section 6.04. No Segregation of Monies; No Interest. Any monies paid to or retained by the Subordination Agent pursuant to any provision hereof and not then required to be distributed to any Trustee or any Liquidity Provider as provided in Articles II and III or deposited into one or more Trust Accounts need not be segregated in any manner except to the extent required by such Articles II and III and by law, and the Subordination Agent shall not (except as otherwise provided in Section 2.02) be liable for any interest thereon; *provided, however*, that any payments received or applied hereunder by the Subordination Agent shall be accounted for by the Subordination Agent so that any portion thereof paid or applied pursuant hereto shall be identifiable as to the source thereof.

Section 6.05. Reliance; Agents; Advice of Counsel. The Subordination Agent shall not incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. As to the Pool Balance of any Trust as of any date, the Subordination Agent may for all purposes hereof rely on a certificate signed by any Responsible Officer of the applicable Trustee, and such certificate shall constitute full protection to the Subordination Agent for any action taken or omitted to be taken by it in good faith in reliance thereon. As to any fact or matter relating to the Liquidity Providers or the Trustees the manner of ascertainment of which is not specifically described

herein, the Subordination Agent may for all purposes hereof rely on a certificate, signed by any Responsible Officer of the applicable Liquidity Provider or Trustee, as the case may be, as to such fact or matter, and such certificate shall constitute full protection to the Subordination Agent for any action taken or omitted to be taken by it in good faith in reliance thereon. In the administration of the trusts hereunder, the Subordination Agent may (a) execute any of the trusts or powers hereof and perform its powers and duties hereunder directly or through agents or attorneys and (b) consult with counsel, accountants and other skilled Persons to be selected and retained by it. The Subordination Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled Persons acting within such counsel's, accountants' or Person's area of competence (so long as the Subordination Agent shall have exercised reasonable care and judgment in selecting such Persons).

Section 6.06. Capacity in Which Acting. The Subordination Agent acts hereunder solely as agent or trustee herein and not in its individual capacity, except as otherwise expressly provided herein and in the Operative Agreements.

Section 6.07. Compensation. The Subordination Agent shall be entitled to such compensation, including reasonable expenses and disbursements, for all services rendered hereunder as American and the Subordination Agent may agree from time to time in writing and shall have a priority claim to the extent set forth in Article III on all monies collected hereunder for the payment of such compensation, to the extent that such compensation shall not be paid by others. The Subordination Agent agrees that it shall have no right against any Trustee or any Liquidity Provider for any fee as compensation for its services as agent under this Agreement. The provisions of this Section 6.07 shall survive the termination of this Agreement.

Section 6.08. May Become Certificateholder. The institution acting as Subordination Agent hereunder may become a Certificateholder and have all rights and benefits of a Certificateholder to the same extent as if it were not the institution acting as the Subordination Agent.

Section 6.09. Subordination Agent Required; Eligibility. There shall at all times be a Subordination Agent hereunder that is a Citizen of the United States, a bank, trust company or other financial institution organized and doing business under the laws of the United States or any state thereof and eligible to act as a trustee under Section 310(a) of the Trust Indenture Act of 1939, as amended, and that has a combined capital and surplus of at least \$75,000,000 (or a combined capital and surplus in excess of \$5,000,000 and the obligations of which, whether now in existence or hereafter incurred, are fully and unconditionally guaranteed by a corporation organized under the laws of the United States or any State or territory thereof or the District of Columbia and having a combined capital and surplus of at least \$75,000,000). If such bank, trust company or other financial institution or such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section 6.09 the combined capital and surplus of such bank, trust company or other financial institution or such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

In case at any time the Subordination Agent shall cease to be eligible in accordance with the provisions of this Section 6.09, the Subordination Agent shall resign immediately in the manner and with the effect specified in Section 7.01.

Section 6.10. Money to Be Held in Trust. All Equipment Notes, monies and other property deposited with or held by the Subordination Agent pursuant to this Agreement shall be held in trust for the benefit of the parties entitled to such Equipment Notes, monies and other property and the Subordination Agent, in its individual capacity, hereby waives all rights of set-off and counterclaim with respect to all such property.

Section 6.11. Notice of Substitution or Replacement of Airframe. If the Subordination Agent, in its capacity as a holder of Equipment Notes issued under an Indenture, receives a notice of substitution of a Substitute Airframe (as defined in such Indenture) pursuant to Section 7.04(e) of such Indenture or a notice of delivery of a Replacement Airframe (as defined in such Indenture) pursuant to Section 7.05(a) of such Indenture, the Subordination Agent shall promptly (i) provide a copy of such notice to each Trustee, each Liquidity Provider and each Rating Agency and (ii) on behalf of each Trustee post such notice on DTC's Internet bulletin board or make such other commercially reasonable efforts as the Subordination Agent may deem appropriate to make the contents of such notice available to all Certificateholders.

## ARTICLE VII

### SUCCESSOR SUBORDINATION AGENT

Section 7.01. Replacement of Subordination Agent; Appointment of Successor. (a) The Subordination Agent or any successor thereto must resign if at any time it fails to comply with Section 6.09 and may resign at any time without cause by giving 60 days' prior written notice to American, the Trustees and the Liquidity Providers. The Controlling Party or American (only so long as no Indenture Event of Default has occurred or is continuing) may remove the Subordination Agent for cause by so notifying the Subordination Agent and may appoint a successor Subordination Agent. The Controlling Party (or the party that would be the Controlling Party if an Indenture Event of Default had occurred) shall remove the Subordination Agent if:

- (1) the Subordination Agent fails to comply with Section 6.09;
- (2) the Subordination Agent is adjudged bankrupt or insolvent or files a bankruptcy petition;
- (3) a receiver of the Subordination Agent shall be appointed or any public officer shall take charge or control of the Subordination Agent or its property or affairs for the purpose of rehabilitation, conservation or liquidation; or
- (4) the Subordination Agent otherwise becomes incapable of acting.

If the Subordination Agent resigns or is removed or if a vacancy exists in the office of Subordination Agent for any reason (the Subordination Agent in such event being referred to herein as the retiring Subordination Agent), the Controlling Party (or the party that

would be the Controlling Party if an Indenture Event of Default had occurred) shall promptly appoint a successor Subordination Agent. If a successor Subordination Agent shall not have been appointed within 60 days after such notice of resignation or removal, the retiring Subordination Agent, one or more of the Trustees or one or more of the Liquidity Providers may petition any court of competent jurisdiction for the appointment of a successor Subordination Agent to act until such time, if any, as a successor shall have been appointed as provided above.

A successor Subordination Agent shall deliver (x) a written acceptance of its appointment as Subordination Agent hereunder to the retiring Subordination Agent and (y) a written assumption of its obligations hereunder and under each Liquidity Facility to each party hereto, upon which the resignation or removal of the retiring Subordination Agent shall become effective, and the successor Subordination Agent shall have all the rights, powers and duties of the Subordination Agent under this Agreement. The successor Subordination Agent shall mail a notice of its succession to American, the Liquidity Providers and the Trustees. The retiring Subordination Agent shall promptly transfer its rights under each of the Liquidity Facilities and all of the property and all books and records, or true, complete and correct copies thereof, held by it as Subordination Agent to the successor Subordination Agent.

If the Subordination Agent fails to comply with Section 6.09 (to the extent applicable), one or more of the Trustees or one or more of the Liquidity Providers may petition a court of competent jurisdiction for the removal of the Subordination Agent and the appointment of a successor Subordination Agent.

Notwithstanding the foregoing, no resignation or removal of the Subordination Agent shall be effective unless and until a successor has been appointed. No appointment of a successor Subordination Agent shall be effective unless and until the Rating Agencies shall have delivered a Ratings Confirmation with respect to each Class of Certificates then rated by the Rating Agencies.

(b) Any corporation, bank, trust company or other financial institution into which the Subordination Agent may be merged or converted or with which it may be consolidated, or any corporation, bank, trust company or other financial institution resulting from any merger, conversion or consolidation to which the Subordination Agent shall be a party, or any corporation, bank, trust company or other financial institution succeeding to all or substantially all of the corporate trust business of the Subordination Agent, shall be the successor of the Subordination Agent hereunder, *provided*, that such corporation, bank, trust company or other financial institution shall be otherwise qualified and eligible under Section 6.09, without the execution or filing of any paper or any further act on the part of any of the parties hereto, except that such corporation, bank, trust company or other financial institution shall give prompt notice of such transaction to the Liquidity Providers and American.

## ARTICLE VIII

### SUPPLEMENTS AND AMENDMENTS

Section 8.01. Amendments, Waivers, Etc. (a) This Agreement may not be supplemented, amended or modified without the consent of each Trustee (acting, except in the

case of any amendment pursuant to Section 3.05(e)(v) or any amendment contemplated by the last sentence of this Section 8.01(a), with the consent of holders of Outstanding Certificates of the related Class evidencing Fractional Undivided Interests in the related Trust aggregating not less than a majority in interest in such Trust or as otherwise authorized pursuant to the relevant Trust Agreement (including, without limitation, without the consent of the Certificateholders to the extent permitted thereby, Section 9.01 thereof)), the Subordination Agent and each Liquidity Provider; *provided, however*, that this Agreement may be supplemented, amended or modified without the consent of any Trustee or the Subordination Agent in order (i) to cure any ambiguity or omission or to correct any mistake, (ii) to correct or supplement any provision, or (iii) to make any other provision in regard to matters or questions arising hereunder that will not materially adversely affect the interests of any Trustee or the holders of the related Class of Certificates, and without the consent of any Liquidity Provider if such supplement, amendment or modification is in accordance with Section 8.01(c); *provided, further, however*, that, if such supplement, amendment or modification (x) would directly or indirectly amend, modify or supersede, or otherwise conflict with, Section 2.02(b), 3.05(c), 3.05(e), 3.05(f), 3.05(m), 4.01(a)(ii) or 4.01(c), this proviso of Section 8.01(a), the last sentence of Section 8.01(a), Section 8.01(c) or 9.06 (collectively, the “American Provisions”), (y) would otherwise affect the interests of any potential Replacement Liquidity Provider or Replacement Depository or of American with respect to American’s ability to replace any Liquidity Facility or the Depository or with respect to American’s payment obligations under any Operative Agreement or (z) is made pursuant to the last sentence of this Section 8.01(a) or pursuant to Section 8.01(c), then such supplement, amendment or modification shall not be effective without the additional written consent of American. Notwithstanding the foregoing, without the consent of each Certificateholder affected thereby and each Liquidity Provider, no supplement, amendment or modification of this Agreement may (i) reduce the percentage of the interest in any Trust evidenced by the Certificates issued by such Trust necessary to consent to modify or amend any provision of this Agreement or to waive compliance therewith or (ii) except as provided in the last sentence of this Section 8.01(a) or Section 8.01(c), modify Section 2.04, 3.02 or 3.03 hereof relating to the distribution of monies received by the Subordination Agent hereunder from the Equipment Notes or pursuant to the Liquidity Facilities. Nothing contained in this Section 8.01(a) shall require the consent of a Trustee at any time following the payment of Final Distributions with respect to the related Class of Certificates. If the Replacement Liquidity Facility for any Liquidity Facility is to be comprised of more than one instrument as contemplated by the definition of the term “Replacement Liquidity Facility”, then each party hereto agrees to amend this Agreement and the other Operative Agreements to incorporate appropriate mechanics for multiple Liquidity Facilities for a single Trust.

(b) In the event that the Subordination Agent, as the registered holder of any Equipment Notes, receives a request for its consent to any amendment, supplement, modification, approval, consent or waiver under such Equipment Notes, the Indenture pursuant to which such Equipment Notes were issued or the related Participation Agreement, any guaranty of the Parent or other related document, (i) if no Indenture Event of Default shall have occurred and be continuing with respect to such Indenture, the Subordination Agent shall request directions with respect to each series of such Equipment Notes from the Trustee of the Trust which holds such Equipment Notes and shall vote or consent in accordance with the directions of such Trustee and (ii) if any Indenture Event of Default shall have occurred and be continuing with respect to such Indenture, the Subordination Agent will exercise its voting rights as directed

by the Controlling Party, subject to Sections 4.01 and 4.04. Notwithstanding the foregoing, without the consent of each Liquidity Provider and each Certificateholder holding Certificates representing a Fractional Undivided Interest in the Equipment Notes under the applicable Indenture held by the Subordination Agent, no such amendment, supplement, modification, approval, consent or waiver shall (i) reduce the principal amount of, Premium, if any, or interest on, any Equipment Note under such Indenture; (ii) change the date on which any principal amount of, Premium, if any, or interest on any Equipment Note under such Indenture, is due or payable; (iii) create any Lien with respect to the Collateral subject to such Indenture prior to or *pari passu* with the Lien thereon under such Indenture except such as are permitted by such Indenture; *provided*, that, without the consent of each Certificateholder, no such amendment, supplement, modification, approval, consent or waiver shall modify Section 3.03 or Section 9.02(a)(3) of such Indenture or deprive any Certificateholder of the benefit of the Lien of such Indenture on such Collateral, except as provided in connection with the exercise of remedies under Article IV of such Indenture; (iv) reduce the percentage of the outstanding principal amount of the Equipment Notes under such Indenture the consent of whose holders is required for any supplemental agreement, or the consent of whose holders is required for any waiver of compliance with certain provisions of such Indenture or of certain defaults thereunder or their consequences provided for in such Indenture; or (v) make any change in Section 4.05 or Section 9.02 of such Indenture, except to provide that certain other provisions of such Indenture cannot be modified or waived without the consent of each holder of an Equipment Note under such Indenture affected thereby.

(c) If Series B Equipment Notes or Series C Equipment Notes, with respect to all of the Aircraft for which Series B Equipment Notes or Series C Equipment Notes are at the time outstanding, are redeemed and new Equipment Notes of corresponding series are to be issued in accordance with the terms of Section 2.11(b) of each Indenture and Section 4(a)(v) of the Note Purchase Agreement, such series of new Equipment Notes (the "Refinancing Equipment Notes") shall be issued to a new pass through trust (a "Refinancing Trust") that issues a class of pass through certificates (the "Refinancing Certificates") to certificateholders (the "Refinancing Certificateholders") pursuant to a pass through trust agreement (a "Refinancing Trust Agreement") with a trustee (a "Refinancing Trustee"). A Refinancing Trust, a Refinancing Trustee and the Refinancing Certificates shall be subject to all of the provisions of this Agreement in the same manner as the Trust, the Trustee and the Certificates of the Class corresponding to the series of the refinanced Equipment Notes, including, the subordination of the Refinancing Certificates to the extent provided herein to the Administration Expenses, the Liquidity Obligations, the Class A Certificates and, if applicable, the Class B Certificates. Such issuance of Refinancing Equipment Notes and Refinancing Certificates and the amendment of this Agreement as provided below shall require Ratings Confirmation with respect to each Class of Certificates then rated by the Rating Agencies and shall not materially adversely affect any of the Trustees in their individual capacities or any of the Liquidity Providers. This Agreement shall be amended by written agreement of American and the Subordination Agent to give effect to the issuance of the Refinancing Certificates subject to the following terms and conditions:

(i) the Refinancing Trustee shall be added as a party to this Agreement;

(ii) the definitions of "Certificate", "Class", "Class B Certificates", "Class C Certificates", "Final Legal Distribution Date", "Trust", "Trust Agreement" and

“Controlling Party” (and such other applicable definitions) shall be revised, as appropriate, to reflect such issuance (and the subordination of the Refinancing Certificates and the Refinancing Equipment Notes);

(iii) the Refinancing Certificates may have the benefit of credit support similar to the Liquidity Facilities or different therefrom and claims for fees, interest, expenses, reimbursement of advances and other obligations arising from such credit support (A) in the case of any Refinancing Certificates issued in respect of the Class B Certificates, may rank *pari passu* with similar claims in respect of the Liquidity Facilities and (B) in the case of any Refinancing Certificates issued in respect of the Class C Certificates, shall be subordinated to the Administration Expenses, the Liquidity Obligations, the Class A Certificates and the Class B Certificates; *provided*, that in each case Ratings Confirmation with respect to each Class of Certificates then rated by the Rating Agencies and the prior written consent of the Liquidity Providers shall have been obtained;

(iv) the Refinancing Certificates cannot be issued to American but may be issued to any of American’s Affiliates so long as such Affiliate shall have bankruptcy remote and special purpose provisions in its certificate of incorporation or other organizational documents and any subsequent transfer of such Refinancing Certificates to any Affiliate of American shall be similarly restricted; and

(v) the scheduled payment dates on the Refinancing Equipment Notes shall be the Regular Distribution Dates.

The issuance of the Refinancing Certificates in compliance with all of the foregoing terms of this Section 8.01(c), and any related amendment of any guaranty of the Parent described in Section 9.03 of the Indentures, shall not require the consent of any of the Trustees or the holders of any Class of Certificates. Each of the Liquidity Providers hereby agrees and confirms that it shall be deemed to consent to any issuance and amendment in accordance with this Section 8.01(c) (subject to the Liquidity Providers’ consent right in Section 8.01(c)(iii)) and that any such issuance and amendment shall not affect any of its respective obligations under the applicable Liquidity Facility, *provided*, that a condition to the issuance of any Refinancing Certificates issued in respect of a Class of Certificates with a Liquidity Facility shall be the payment in full of all amounts owed to the Liquidity Provider under such Liquidity Facility and the termination of such Liquidity Facility upon the issuance of the Refinancing Certificates. The Subordination Agent shall deliver to each Trustee and each Liquidity Provider (other than the Liquidity Provider of such terminated Liquidity Facility) a copy of the amendments made to this Agreement and all opinions, certificates and other documents delivered to the Subordination Agent in connection with the issuance of any Refinancing Certificates.

(d) [Reserved].

Section 8.02. Subordination Agent Protected. If, in the reasonable opinion of the institution acting as the Subordination Agent hereunder, any document required to be executed by it pursuant to the terms of Section 8.01 adversely affects any right, duty, immunity or indemnity with respect to such institution under this Agreement or any Liquidity Facility, the Subordination Agent may in its discretion decline to execute such document.



Section 8.03. Effect of Supplemental Agreements. Upon the execution of any amendment, consent or supplement hereto pursuant to the provisions hereof, this Agreement shall be and shall be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the parties hereto and beneficiaries hereof shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental agreement shall be and be deemed to be part of the terms and conditions of this Agreement for any and all purposes. In executing or accepting any supplemental agreement permitted by this Article VIII, the Subordination Agent shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel stating that the execution of such supplemental agreement is authorized or permitted by this Agreement.

Section 8.04. Notice to Rating Agencies. Promptly following its receipt of each amendment, consent, modification, supplement or waiver contemplated by this Article VIII, the Subordination Agent shall send a copy thereof to each Rating Agency.

## ARTICLE IX

### MISCELLANEOUS

Section 9.01. Termination of Intercreditor Agreement. Following payment of Final Distributions with respect to each Class of Certificates and the payment in full of all Liquidity Obligations to the Liquidity Providers and *provided*, that there shall then be no other amounts due to the Certificateholders, the Trustees, the Liquidity Providers and the Subordination Agent hereunder or under the Trust Agreements, and that the commitment of the Liquidity Providers under the Liquidity Facilities shall have expired or been terminated, this Agreement shall terminate and shall be of no further force or effect. Except as aforesaid or otherwise provided, this Agreement and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

Section 9.02. Intercreditor Agreement for Benefit of Trustees, Liquidity Providers and Subordination Agent. Subject to the second sentence of Section 9.06 and the provisions of Section 4.04 and 8.01, nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Trustees, the Liquidity Providers and the Subordination Agent any legal or equitable right, remedy or claim under or in respect of this Agreement.

Section 9.03. Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices required or permitted under the terms and provisions of this Agreement shall be in English and in writing, and any such notice may be given by United States mail, courier service or facsimile or any other customary means of communication, and any such notice shall be effective when delivered (or, if mailed, three Business Days after deposit, postage prepaid, in the first class United States mail and, if delivered by facsimile, upon completion of transmission and confirmation by the sender (by a telephone call to a representative of the recipient or by machine confirmation) that such transmission was received),

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if to the Subordination Agent, to:

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890  
Attention: Adam Vogelsong  
Reference: American Airlines 2013-2 EETC  
Telephone: (302) 636-6472  
Facsimile: (302) 636-4149

if to any Trustee, to:

Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890  
Attention: Adam Vogelsong  
Reference: American Airlines 2013-2 EETC  
Telephone: (302) 636-6472  
Facsimile: (302) 636-4149

if to the Class A Liquidity Provider, to:

Morgan Stanley Bank, N.A.  
1 New York Plaza  
New York, NY 10004  
Attention: Morgan Stanley Agency Servicing  
Telephone: 212 761 9282  
Facsimile: 212 507 6680

With copies to:

Morgan Stanley Bank, N.A.  
1 New York Plaza  
New York, NY 10004  
Attention: Michael Gavin  
Telephone: 212 761 3168

Morgan Stanley Bank, N.A.  
1300 Thames Street, Thames Street Wharf, 4th Floor  
Baltimore, M 21231  
Attention: Steve Delany, Documentation Team  
Telephone: 443 627 4326  
Facsimile: 212 404 9645

if to the Class B Liquidity Provider, to:

Morgan Stanley Bank, N.A.  
1 New York Plaza  
New York, NY 10004  
Attention: Morgan Stanley Agency Servicing  
Telephone: 212 761 9282  
Facsimile: 212 507 6680

With copies to:

Morgan Stanley Bank, N.A.  
1 New York Plaza  
New York, NY 10004  
Attention: Michael Gavin  
Telephone: 212 761 3168

Morgan Stanley Bank, N.A.  
1300 Thames Street, Thames Street Wharf, 4th Floor  
Baltimore, M 21231  
Attention: Steve Delany, Documentation Team  
Telephone: 443 627 4326  
Facsimile: 212 404 9645

Any party, by notice to the other parties hereto, may designate additional or different addresses for subsequent notices or communications. Whenever the words “notice” or “notify” or similar words are used herein, they mean the provision of formal notice as set forth in this Section 9.03.

Section 9.04. Severability. To the extent permitted by applicable law, any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 9.05. No Oral Modifications or Continuing Waivers. No terms or provisions of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other Person against whom enforcement of the change, waiver, discharge or termination is sought and any other party or other Person whose consent is required pursuant to this Agreement and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

Section 9.06. Successors and Assigns. All covenants and agreements contained herein shall bind and inure to the benefit of, and be enforceable by, each of the parties hereto and the successors and permitted assigns of each, all as herein provided. In addition, the American Provisions shall inure to the benefit of American and its successors and permitted assigns, and (without limitation of the foregoing) American is hereby constituted, and agreed to be, an express third party beneficiary of the American Provisions.

Section 9.07. Headings. The headings of the various Articles and Sections herein and in the Table of Contents hereto are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 9.08. Counterparts. This Agreement may be executed in any number of counterparts (and each party shall not be required to execute the same counterpart). Each counterpart of this Agreement including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Agreement, but all of such counterparts together constitute one instrument.

Section 9.09. Subordination. (a) As between the Liquidity Providers (and any additional liquidity providers in respect of any class of Refinancing Certificates), on the one hand, and the Trustees (and any Refinancing Trustees) and the Certificateholders (and any Refinancing Certificateholders), on the other hand, and as among the Trustees (and any Refinancing Trustees) and the related Certificateholders (and any Refinancing Certificateholders) this Agreement shall be a subordination agreement for purposes of Section 510 of the Bankruptcy Code.

(b) Notwithstanding the provisions of this Agreement, if prior to the payment in full to the Liquidity Providers of all Liquidity Obligations then due and payable any party hereto shall have received any payment or distribution in respect of Equipment Notes or any other amount under the Indentures or other Operative Agreements which, had the subordination

provisions of this Agreement been properly applied to such payment, distribution or other amount, would not have been distributed to such Person, then such payment, distribution or other amount shall be received and held in trust by such Person and paid over or delivered to the Subordination Agent for application as provided herein.

(c) If any Trustee, any Liquidity Provider or the Subordination Agent receives any payment in respect of any obligations owing or amounts distributable hereunder (or, in the case of the Liquidity Providers, in respect of the Liquidity Obligations), which is subsequently invalidated, declared preferential, set aside and/or required to be repaid to a trustee, receiver or other party, then, to the extent of such payment, such obligations or amounts (or, in the case of the Liquidity Providers, such Liquidity Obligations) intended to be satisfied shall be revived and continue in full force and effect as if such payment had not been received.

(d) The Trustees (on behalf of themselves and the holders of Certificates), the Liquidity Providers and the Subordination Agent expressly confirm and agree that the payment priorities and subordination specified in Articles II and III shall apply in all circumstances, notwithstanding (x) the fact that the obligations owed to the Trustees are secured by certain assets and the Liquidity Obligations may not be so secured or (y) the occurrence of an American Bankruptcy Event or any similar event or occurrence relating to any other Person (it being expressly agreed that the payment priorities and subordination specified in Articles II and III shall apply whether or not a claim for post-petition or post-filing interest is allowed in the proceedings resulting from such American Bankruptcy Event or other event or occurrence). The Trustees expressly agree (on behalf of themselves and the holders of Certificates) not to assert priority over the holders of Liquidity Obligations (except as specifically set forth in Section 3.02) due to their status as secured creditors in any bankruptcy, insolvency or other legal proceeding.

(e) Each of the Trustees (on behalf of themselves and the holders of Certificates), the Liquidity Providers and the Subordination Agent may take any of the following actions without impairing its rights under this Agreement:

(i) obtain a Lien on any property to secure any amounts owing to it hereunder, including, in the case of the Liquidity Providers, the Liquidity Obligations;

(ii) obtain the primary or secondary obligation of any other obligor with respect to any amounts owing to it hereunder, including, in the case of the Liquidity Providers, any of the Liquidity Obligations;

(iii) renew, extend, increase, alter or exchange any amounts owing to it hereunder, including, in the case of the Liquidity Providers, any of the Liquidity Obligations, or release or compromise any obligation of any obligor with respect thereto;

(iv) refrain from exercising any right or remedy, or delay in exercising any right or remedy, which it may have; or

(v) take any other action which might discharge a subordinated party or a surety under applicable law;

provided, however, that the taking of any such actions by any of the Trustees, the Liquidity Providers or the Subordination Agent shall not prejudice the rights or adversely affect the obligations of any other party under this Agreement.

Section 9.10. Governing Law. **THIS AGREEMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

Section 9.11. Submission to Jurisdiction; Waiver of Jury Trial; Waiver of Immunity. (a) Each of the parties hereto, to the extent it may do so under applicable law, for purposes hereof and of all other Operative Agreements hereby (i) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto or thereto, or their successors or permitted assigns and (ii) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts.

(b) EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED, including, without limitation, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each of the parties warrants and represents that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with such legal counsel. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS WAIVER IS IRREVOCABLE AND CANNOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.**

(c) To the extent that any Liquidity Provider or any of its properties has or may hereafter acquire any right of immunity, whether characterized as sovereign immunity or otherwise, and whether under the United States Foreign Sovereign Immunities Act of 1976 (or any successor legislation) or otherwise, from any legal proceedings, whether in the United States or elsewhere, to enforce or collect upon this Agreement, including, without limitation, immunity from suit or service of process, immunity from jurisdiction or judgment of any court or tribunal or execution of a judgment, or immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, each of the Class A Liquidity Provider and the Class B Liquidity Provider, hereby irrevocably and expressly waives

any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United States or elsewhere.

Section 9.12. Non-Petition. Each Liquidity Provider covenants that until one year and one day after the Equipment Notes have been paid in full, it shall not acquiesce, petition or otherwise invoke or cause or join in invoking or causing any Trust or any other Person to invoke the process of any governmental authority for the purpose of commencing or sustaining a case (whether voluntary or not) against such Trust under any bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of such Trust or any substantial part of its property or ordering the winding up or liquidation of the affairs of such Trust.

Section 9.13. Acknowledgement; Direction; Amendment and Restatement. Each party hereto (including WTC) (a) agrees that this Agreement is entered into pursuant to and consistent with Section 8.01 of the Original Intercreditor Agreement, (b) acknowledges and agrees that, from and after the date hereof, this Agreement shall constitute the “Intercreditor Agreement” and the Note Purchase Agreement shall constitute the “Note Purchase Agreement,” in each case for all purposes of the Operative Agreements, (c) acknowledges and agrees that, from and after the date hereof, the Series C Equipment Notes, the Class C Certificates, the Class C Certificateholders, the Class C Trust, the Class C Trust Agreement and the Class C Trustee shall constitute the “Additional Equipment Notes” (or the “Additional Series Equipment Notes”), the “Additional Certificates” (or the “Additional Series Pass Through Certificates”), the “Additional Certificateholders”, the “Additional Trust” (or the “Additional Series Pass Through Trust”), the “Additional Trust Agreement” (or the “Additional Series Pass Through Trust Agreement”) and the “Additional Trustee” (or the “Additional Series Pass Through Trustee”), respectively, in each case for all purposes of the Operative Agreements (as defined in the Original Note Purchase Agreement) and (d) acknowledges and agrees that, from and after the date hereof, it shall be deemed a party to the Intercreditor Agreement and it shall have and shall perform all of the rights and obligations relating to it under the Intercreditor Agreement and the other Operative Agreements. Each Trustee and Liquidity Provider hereby authorizes, empowers and instructs the Subordination Agent to enter into, execute, deliver and perform its obligations under this Agreement, the Note Purchase Agreement, the Second Amendment to Participation Agreement with respect to each Aircraft, the Second Amendment to Indenture with respect to each Aircraft and each other document, instrument or writing as may be contemplated by, or necessary or convenient in connection with, any of the foregoing; and further, each Trustee authorizes, empowers and instructs the Subordination Agent, as record holder of the Equipment Notes, to instruct the Loan Trustee as set forth in the Second Amendment to Participation Agreement with respect to each Aircraft.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Trustee for each of the Trusts

By: /s/ Tira L. Johnson

Name: Tira L. Johnson

Title: Vice President

MORGAN STANLEY BANK, N.A., as Class A Liquidity Provider and as Class B Liquidity Provider

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

WILMINGTON TRUST COMPANY, as Subordination Agent

By: /s/ Tira L. Johnson

Name: Tira L. Johnson

Title: Vice President

Amended and Restated Intercreditor Agreement (2013-2)  
AA Aircraft EETC



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SECOND AMENDMENT TO PARTICIPATION AGREEMENT

(N907AN)

Dated as of December 20, 2013

among

AMERICAN AIRLINES, INC.,

WILMINGTON TRUST COMPANY,  
as Pass Through Trustee under each of the  
Pass Through Trust Agreements,

WILMINGTON TRUST COMPANY,  
as Subordination Agent,

WILMINGTON TRUST COMPANY,  
as Loan Trustee,

and

WILMINGTON TRUST COMPANY,  
in its individual capacity as set forth herein

\*

One Boeing 737-823  
(Generic Manufacturer and Model BOEING 737-800) Aircraft  
U.S. Registration No. N907AN

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Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

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Exhibit D—Form of Opinion of Special FAA Counsel

SECOND AMENDMENT TO PARTICIPATION AGREEMENT

(N907AN)

This SECOND AMENDMENT TO PARTICIPATION AGREEMENT (N907AN) (this "Amendment"), dated as of December 20, 2013, is made by and among AMERICAN AIRLINES, INC., a Delaware corporation (together with its successors and permitted assigns, the "Company"), WILMINGTON TRUST COMPANY, a Delaware trust company (in its individual capacity, together with its successors and permitted assigns, "WTC"), not in its individual capacity except as otherwise expressly provided in any of the Operative Documents or the Pass Through Documents, but solely as Pass Through Trustee under each of the Pass Through Trust Agreements (such term and other capitalized terms used herein without definition being defined as provided in Section 1.01), WILMINGTON TRUST COMPANY, a Delaware trust company, as subordination agent and trustee (in such capacity, together with any successor trustee in such capacity, the "Subordination Agent") under the Intercreditor Agreement, and WILMINGTON TRUST COMPANY, a Delaware trust company, as loan trustee (in such capacity, together with any successor trustee in such capacity, the "Loan Trustee") under the Indenture.

WITNESSETH:

WHEREAS, on the Closing Date, which occurred on September 9, 2013, the parties hereto (other than the Class B Trustee and Class C Trustee) entered into that certain Participation Agreement (N907AN), dated as of September 9, 2013 (the "Original Participation Agreement") in order to provide for the financing of the Aircraft described therein;

WHEREAS, in connection with the Original Participation Agreement, the Company and the Loan Trustee entered into that certain Indenture and Security Agreement (N907AN), dated as of September 9, 2013, as supplemented by Indenture Supplement No. 1 thereto, dated September 9, 2013 (the "Original Indenture"), pursuant to which, among other things, the Company issued to the Subordination Agent the Series A Equipment Notes in the original principal amount, having the maturity and bearing interest at the Debt Rate as specified on Schedule I to the Original Indenture, which Series A Equipment Notes are secured by a security interest in all right, title and interest of the Company in and to the Aircraft and certain other property described in the Original Indenture (as further described in the Original Indenture, the "Collateral");

WHEREAS, on the Series B Closing Date, the parties hereto (other than the Class C Trustee) entered into that certain First Amendment to Participation Agreement (N907AN), dated as of the Series B Closing Date (the "First PA Amendment"); and the

Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

Original Participation Agreement as amended and supplemented by the First PA Amendment, the “Existing Participation Agreement”) in order to issue Series B Equipment Notes;

WHEREAS, in connection with the First PA Amendment, the Company and the Loan Trustee entered into that certain First Amendment to Indenture and Security Agreement (N907AN), dated as of the Series B Closing Date (the “First Indenture Amendment”; and the Original Indenture as amended and supplemented by the First Indenture Amendment, the “Existing Indenture”), and pursuant to the Existing Indenture, among other things, the Company issued to the Subordination Agent the Series B Equipment Notes in the original principal amount, having the maturity and bearing interest at the Debt Rate as specified on Schedule I to the Existing Indenture, which Series B Equipment Notes are secured by a security interest in all right, title and interest of the Company in and to the Aircraft and the other Collateral;

WHEREAS, pursuant to the Basic Pass Through Trust Agreement and the Class A Trust Supplement, the Class A Pass Through Trust was created on July 31, 2013 to facilitate the financing of certain aircraft owned by the Company, including the Aircraft, and the Class A Certificates were issued and sold on July 31, 2013;

WHEREAS, pursuant to the Basic Pass Through Trust Agreement and the Class B Trust Supplement, the Class B Pass Through Trust was created on November 27, 2013 to facilitate the financing of certain aircraft owned by the Company, including the Aircraft, and the Class B Certificates were issued and sold on November 27, 2013;

WHEREAS, Section 2.02 of the Existing Participation Agreement provides that, subject to Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing) and Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing), the Company shall have the option, if no Additional Series Equipment Notes were issued on the Series B Closing Date, to issue Additional Series Equipment Notes at any time after the Series B Closing Date under the Indenture;

WHEREAS, Section 2.02 of the Existing Indenture provides that, if no Additional Series Equipment Notes were issued on the Series B Closing Date, then, subject to compliance with the conditions set forth in Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing), Section 2.02 of the Existing Participation Agreement and Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing), the Company shall have the option to issue Additional Series Equipment Notes after the Series B Closing Date;

WHEREAS, the Company now desires to issue Additional Series Equipment Notes to be designated as "Series C Equipment Notes" (such Additional Series Equipment Notes, the "Series C Equipment Notes"), which Series C Equipment Notes are to be secured by a security interest in all right, title and interest of the Company in and to the Aircraft and the other Collateral;

WHEREAS, concurrently with the execution and delivery of this Amendment, the Company and the Loan Trustee are entering into the Second Indenture Amendment, pursuant to which, among other things, the Company will issue Series C Equipment Notes under the Indenture;

WHEREAS, pursuant to the Basic Pass Through Trust Agreement and the Class C Trust Supplement, the Class C Pass Through Trust has been created to facilitate certain of the transactions contemplated by this Amendment, including, without limitation, the issuance and sale of the Class C Certificates; and

WHEREAS, pursuant to the Intercreditor Agreement, the Subordination Agent holds the Series A Equipment Notes on behalf of the Class A Pass Through Trust and the Series B Equipment Notes on behalf of the Class B Pass Through Trust and will hold, when issued, the Series C Equipment Notes on behalf of the Class C Pass Through Trust;

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

## ARTICLE I

### DEFINITIONS; AMENDMENTS

Section 1.01. Definitions. Except as otherwise defined herein, capitalized terms in this Amendment have the meanings assigned to them in the Existing Participation Agreement. For the purposes of this Amendment, the following capitalized terms shall have the following meanings:

"Class A Trust Supplement" means the Trust Supplement No. 2013-2A, dated as of July 31, 2013, between the Company and WTC, as Class A Trustee.

"Class B Trust Supplement" means the Trust Supplement No. 2013-2B, dated as of November 27, 2013, between the Company and WTC, as Class B Trustee.

"Class C Certificates" means pass through certificates issued by the Class C Pass Through Trust.

“Class C Pass Through Trust” means the American Airlines Pass Through Trust 2013-2C created pursuant to the Basic Pass Through Trust Agreement, as supplemented by the Class C Trust Supplement.

“Class C Trustee” means the trustee for the Class C Pass Through Trust.

“Class C Trust Supplement” means the Trust Supplement No. 2013-2C, dated as of the Series C Closing Date, between the Company and WTC, as Class C Trustee.

“Collateral” has the meaning set forth in the second recital hereto.

“Exchange Certificates”, with respect to the Class A Certificates, the Class B Certificates and the Class C Certificates, has the meaning specified in the applicable Pass Through Trust Agreement.

“Existing Indenture” has the meaning set forth in the fourth recital hereto.

“Existing Participation Agreement” has the meaning set forth in the third recital hereto.

“Final Order” means an order or judgment entered by the Bankruptcy Court as to which (a) any right to appeal or seek certiorari, review, reargument, stay or rehearing has been waived, (b) the time to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending, or (c) an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought, or (ii) the time to appeal further or seek certiorari, further review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay or rehearing is pending; provided, however, that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

“First Indenture Amendment” has the meaning set forth in the fourth recital hereto.

“First PA Amendment” has the meaning set forth in the third recital hereto.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of July 31, 2013, among the Class A Trustee, the Class A Liquidity Provider and the Subordination Agent, as amended by that certain Amendment No. 1 to Intercreditor

Agreement (2013-2), dated as of November 27, 2013, among the Pass Through Trustees, the Liquidity Providers and the Subordination Agent, and as further amended and restated by that certain Amended and Restated Intercreditor Agreement (2013-2), dated as of the Series C Closing Date, among the Pass Through Trustees, the Liquidity Providers and the Subordination Agent.

“Original Indenture” has the meaning set forth in the second recital hereto.

“Original Participation Agreement” has the meaning set forth in the first recital hereto.

“Pass Through Certificates” means the Class A Certificates, the Class B Certificates and the Class C Certificates.

“Pass Through Trust Agreement” means each of the Class A Trust Supplement, the Class B Trust Supplement and the Class C Trust Supplement, together in each case with the Basic Pass Through Trust Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Pass Through Trustee” means each of the Class A Trustee, the Class B Trustee and the Class C Trustee.

“Second Indenture Amendment” means an amendment to the Existing Indenture, substantially in the form attached hereto as **Exhibit A**.

“Series B Closing Date” means November 27, 2013.

“Series C Closing” has the meaning set forth in Section 2.03.

“Series C Closing Date” means December 20, 2013 or such other time as the parties shall agree.

“Series C Equipment Notes” has the meaning set forth in the ninth recital hereto.

“Trust Supplement” means each of the Class A Trust Supplement, the Class B Trust Supplement and the Class C Trust Supplement.

Section 1.02. Other Definitional Provisions.

(a) For purposes of this Amendment, (i) the term “Participation Agreement” means the Existing Participation Agreement as amended by this Amendment and (ii) the term “Indenture” means the Existing Indenture as amended by the Second Indenture Amendment.



(b) All references in this Amendment to designated “Articles”, “Sections”, “Subsections”, “Schedules”, “Exhibits”, “Annexes” and other subdivisions are to the designated Article, Section, Subsection, Schedule, Exhibit, Annex or other subdivision of this Amendment, unless otherwise specifically stated.

(c) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Amendment as a whole and not to any particular Article, Section, Subsection, Schedule, Exhibit, Annex or other subdivision.

(d) All references in this Amendment to a “government” are to such government and any instrumentality or agency thereof.

(e) Unless the context otherwise requires, whenever the words “including”, “include” or “includes” are used herein, they shall be deemed to be followed by the phrase “without limitation”.

(f) All references in this Amendment to a Person shall include successors and permitted assigns of such Person.

Section 1.03. Amendments to Existing Participation Agreement. The Existing Participation Agreement is hereby amended as follows:

(a) Amendment to Section 2.02. Section 2.02 of the Existing Participation Agreement is amended by deleting it in its entirety and replacing it with the following:

Section 2.02. Issuance of Equipment Notes. Upon the occurrence of the above payments by the Pass Through Trustee for each Pass Through Trust to the Company, the Company shall issue, pursuant to and in accordance with Article II of the Indenture, to the Subordination Agent as agent and trustee for the Pass Through Trustee for each Pass Through Trust, one or more Equipment Notes of the Series, maturity and aggregate original principal amount and bearing the interest rate set forth in **Schedule II** opposite the name of such Pass Through Trust. Each such Equipment Note shall be duly authenticated by the Loan Trustee pursuant to the Indenture, registered in the name of the Subordination Agent and dated the date of original issuance thereof and shall be delivered by the Loan Trustee to the Subordination Agent. In addition, subject to Section 4(a)(v) of the Note Purchase Agreement and Section 8.01(c) of the Intercreditor Agreement, the Company shall have the option, after the Class C Issuance Date, from time to time, to redeem all but not less than all of the Series B Equipment Notes or all but not less than all of the Series C Equipment Notes and to issue under the Indenture new Equipment Notes with the same Series designation as, but with terms that may be the same as or different from those of, the redeemed Equipment Notes. If

new Series B Equipment Notes or new Series C Equipment Notes are so issued after the Class C Issuance Date, each Noteholder of such Equipment Notes shall be deemed to be a party hereto without further act, and shall be entitled to execute, and at the request of the Company shall execute, a counterpart to this Agreement.

(b) Amendment to Section 7.11. Section 7.11 of the Existing Participation Agreement is amended by deleting it in its entirety and replacing it with the following:

Section 7.11. No Petition. Each of the Company, the Loan Trustee, each Pass Through Trustee, the Subordination Agent and any other Noteholder covenants that, (i) until one year and one day after the Series A Equipment Notes have been paid in full, it shall not acquiesce, petition or otherwise invoke or cause or join in invoking or causing the Class A Pass Through Trust or any other Person to invoke the process of any governmental authority for the purpose of commencing or sustaining a case (whether voluntary or not) against the Class A Pass Through Trust under any bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Class A Pass Through Trust or any substantial part of its property or ordering the winding-up or liquidation of the affairs of the Class A Pass Through Trust, (ii) until one year and one day after the Series B Equipment Notes have been paid in full, it shall not acquiesce, petition or otherwise invoke or cause or join in invoking or causing the Class B Pass Through Trust or any other Person to invoke the process of any governmental authority for the purpose of commencing or sustaining a case (whether voluntary or not) against the Class B Pass Through Trust under any bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Class B Pass Through Trust or any substantial part of its property or ordering the winding-up or liquidation of the affairs of the Class B Pass Through Trust and (iii) until one year and one day after the Series C Equipment Notes have been paid in full, it shall not acquiesce, petition or otherwise invoke or cause or join in invoking or causing the Class C Pass Through Trust or any other Person to invoke the process of any governmental authority for the purpose of commencing or sustaining a case (whether voluntary or not) against the Class C Pass Through Trust under any bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Class C Pass Through Trust or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Class C Pass Through Trust.

(c) Amendment to Schedule I. Schedule I to the Existing Participation Agreement is amended by inserting immediately after the address for notice and account details for "Class B Trustee" the following:

Class C Trustee:  
Wilmington Trust Company

Wilmington Trust Company 1100 North Market  
Street Wilmington, Delaware 19890 Attention:  
Adam Vogelsong  
Reference: American Airlines 2013-2 EETC  
Telephone: (302) 636-6472  
Facsimile: (302) 636-4149

Bank: [\_\_\_\_\_] Wilmington, Delaware  
ABA No.: [\_\_\_\_\_]   
Account No.: [\_\_\_\_\_]   
Credit: American Airlines 2013-2C  
Attention: Adam Vogelsong

(d) Amendment to Schedule II. Schedule II to the Existing Participation Agreement is amended by deleting it in its entirety and replacing it with **Schedule I** hereto (it being agreed and understood that no amendments are being made to the maturity, original principal amount or interest rate of the Series A Equipment Notes or the Series B Equipment Notes).

(e) Amendment to Schedule III. Schedule III to the Existing Participation Agreement is amended by deleting it in its entirety and replacing it with **Schedule II** hereto.

(f) Amendment to Annex A. Annex A to the Existing Participation Agreement is amended as follows:

(i) The definitions of "Additional Series" or "Additional Series Equipment Notes", "Additional Series Pass Through Certificates", "Additional Series Pass Through Trust", "Additional Series Pass Through Trust Agreement", "Additional Series Pass Through Trustee" and "Related Additional Series Equipment Notes" are deleted in their entirety.

(ii) The definition of "AMR Group Member" is deleted in its entirety and replaced with the following:

"AMR Group Member" means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any Person that is directly or indirectly controlled by American Airlines Group Inc. For the purposes of this definition, "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or by contract or otherwise.

(iii) The definition of "Debt Rate" is deleted in its entirety and replaced with the following:

“Debt Rate” means, with respect to any Series of Equipment Notes, (i) the rate per annum specified for the applicable Series as such in **Schedule I** to the Indenture and (A) in the case of Series A Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Registration Rights Agreement, (B) in the case of Series B Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Second 2013-2 Registration Rights Agreement, and (C) in the case of Series C Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Third 2013-2 Registration Rights Agreement, and (ii) for any other purpose, with respect to any period, the weighted average interest rate per annum during such period borne by the outstanding Equipment Notes, excluding any interest payable at the Past Due Rate.

(iv) The definition of “Exchange Certificates” is deleted in its entirety and replaced with the following:

“Exchange Certificates”, with respect to the Class A Certificates, the Class B Certificates and the Class C Certificates, has the meaning specified in the applicable Pass Through Trust Agreement for the applicable Pass Through Trust.

(v) The definition of “Intercreditor Agreement” is deleted in its entirety and replaced with the following:

“Intercreditor Agreement” means the Amended and Restated Intercreditor Agreement (2013-2), dated as of the Class C Issuance Date, among the Pass Through Trustees, the Liquidity Providers and the Subordination Agent, as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms; provided that, for purposes of any obligations of the Company, no amendment, modification or supplement to, or substitution or replacement of, such Intercreditor Agreement shall be effective unless consented to by the Company.

(vi) The definition of “Make-Whole Spread” is deleted in its entirety and replaced with the following:

“Make-Whole Spread” means, with respect to any Series of Equipment Notes, the percentage specified for the applicable Series as such in **Schedule I** to the Indenture.

(vii) The definition of “Note Purchase Agreement” is deleted in its entirety and replaced with the following:

“Note Purchase Agreement” means the Note Purchase Agreement, dated as of the Original Issuance Date, among the Company, the Subordination Agent, the Escrow Agent, the Paying Agent, and the Class A Trustee providing for, among other things, the issuance and sale of certain equipment notes and to which (i) the Class B Trustee became a party by means of that certain Joinder to Note Purchase Agreement, dated as of the Class B Issuance Date, and (ii) the Class C Trustee shall have become a party by means of that certain Joinder to Note Purchase Agreement, dated as of the Class C Issuance Date, as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms.

(viii) The definition of “Parent” is deleted in its entirety and replaced with the following:

“Parent” means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any other Person that directly or indirectly controls the Company, in each case together with its successors and assigns. For the purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of the Company, whether through the ownership of voting securities or by contract or otherwise.

(ix) The definition of “Pass Through Trust” is deleted in its entirety and replaced with the following:

“Pass Through Trust” means each of the three separate grantor trusts that have been created pursuant to the Pass Through Trust Agreements to facilitate certain of the transactions contemplated by the Operative Documents.

(x) The definition of “Pass Through Trust Agreement” is deleted in its entirety and replaced with the following:

“Pass Through Trust Agreement” means each of the three separate Trust Supplements relating to the Pass Through Trusts, together in each case

with the Basic Pass Through Trust Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

(xi) The definition of "Plan Effective Date" is deleted in its entirety and replaced with the following:

"Plan Effective Date" means the effective date of any plan of reorganization filed in the Existing Bankruptcy Case and confirmed pursuant to Section 1129 of the Bankruptcy Code, which has occurred on December 9, 2013.

(xii) The definition of "Series" is deleted in its entirety and replaced with the following:

"Series" means any series of Equipment Notes, including the Series A Equipment Notes, the Series B Equipment Notes or the Series C Equipment Notes.

(xiii) The definition of "Trust Supplements" is deleted in its entirety and replaced with the following:

"Trust Supplements" means (i) those agreements supplemental to the Basic Pass Through Trust Agreement referred to in **Schedule III** to the Participation Agreement, (ii) in the case of any Class B Certificates issued in connection with any redemption of Series B Equipment Notes and issuance of new Series B Equipment Notes, an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (a) a separate trust is created for the benefit of the holders of such Class B Certificates, (b) the issuance of such Class B Certificates representing fractional undivided interests in the Class B Pass Through Trust is authorized and (c) the terms of such Class B Certificates are established and (iii) in the case of any Class C Certificates issued in connection with any redemption of Series C Equipment Notes and issuance of new Series C Equipment Notes, an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (a) a separate trust is created for the benefit of the holders of such Class C Certificates, (b) the issuance of such Class C Certificates representing fractional undivided interests in the Class C Pass Through Trust is authorized and (c) the terms of such Class C Certificates are established.

(xiv) The following definitions shall be added to Annex A to the Existing Participation Agreement in alphabetical order:

“Class C Certificate Purchase Agreement” means that certain Purchase Agreement, dated as of December 13, 2013, among the Company and the initial purchasers named therein, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class C Certificates” means Pass Through Certificates issued by the Class C Pass Through Trust (including, without limitation, any “Refinancing Certificates” (as such term is defined in the Intercreditor Agreement) issued by a “Refinancing Trust” described in clause (ii) of the definition of “Class C Pass Through Trust”).

“Class C Initial Purchaser” means each of the initial purchasers listed as such in the Class C Certificate Purchase Agreement.

“Class C Issuance Date” means December 20, 2013.

“Class C Pass Through Trust” means (i) the American Airlines Pass Through Trust 2013-2C created pursuant to the Basic Pass Through Trust Agreement, as supplemented by Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date, between the Company and WTC, as Class C Trustee and (ii) any “Refinancing Trust” (as such term is defined in the Intercreditor Agreement) created in connection with any subsequent redemption of Series C Equipment Notes and issuance of new Series C Equipment Notes.

“Class C Pass Through Trust Agreement” means the Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date, between the Company and WTC, in its capacity as pass through trustee thereunder, entered into in connection with the creation of the Class C Pass Through Trust, together with the Basic Pass Through Trust Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class C Trustee” means, with respect to the Class C Pass Through Trust, the trustee under the Class C Pass Through Trust Agreement for the Class C Pass Through Trust, in its capacity as pass through trustee thereunder.

“Related Series C Equipment Note” means, as of any date, a “Series C Equipment Note”, as defined in each Related Indenture, but only if as of

such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Indenture.

“Series C” or “Series C Equipment Notes” means Equipment Notes issued and designated as “Series C Equipment Notes” under the Indenture, in the original principal amount and maturities as specified in **Schedule I** to the Indenture under the heading “Series C Equipment Notes” and bearing interest at the Debt Rate for Series C Equipment Notes specified in **Schedule I** to the Indenture.

“Third 2013-2 Registration Rights Agreement” means, with respect to Class C Certificates, the Registration Rights Agreement, dated as of the Class C Issuance Date, among the Company, the Class C Trustee and certain Class C Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

Section 1.04. Supplemental Provisions. For the avoidance of doubt, Articles II through VI of this Amendment are supplemental to, and not in replacement of, Articles II through VI of the Original Participation Agreement or Articles II through VI of the First PA Amendment, which shall remain in full force and effect.

## ARTICLE II

### THE LOANS

Section 2.01. The Loans. Subject to the terms and conditions of this Amendment and the Indenture, on the Series C Closing Date, the Class C Trustee shall make a loan to the Company by paying to the Company the aggregate original principal amounts of the Series C Equipment Notes being issued to the Class C Pass Through Trust, as set forth on **Schedule I** hereto opposite the name of the Class C Pass Through Trust. The Class C Trustee, on behalf of the Class C Pass Through Trust, shall make its loan to the Company no later than 10:00 a.m. (New York City time) on the Series C Closing Date by transferring such amount in immediately available funds to the Company at its account at [            ].

Section 2.02. Issuance of Series C Equipment Notes. Upon the occurrence of the above payment by the Class C Trustee to the Company, the Company shall issue, pursuant to and in accordance with Article II of the Indenture, to the Subordination Agent as agent and trustee for the Class C Trustee, one or more Series C Equipment Notes of the maturity and aggregate original principal amount and bearing the interest rate set



forth in **Schedule I** hereto opposite the name of the Class C Pass Through Trust. Each such Series C Equipment Note shall be duly authenticated by the Loan Trustee pursuant to the Indenture, registered in the name of the Subordination Agent and dated the Series C Closing Date and shall be delivered by the Loan Trustee to the Subordination Agent. Each of the Pass Through Trustees and the Subordination Agent hereby authorizes and directs the Loan Trustee to execute and deliver this Amendment and the Second Indenture Amendment and, subject to the terms hereof and thereof, to take the actions contemplated herein and therein.

Section 2.03. The Series C Closing. The closing (the “Series C Closing”) of the transactions contemplated hereby shall take place at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 at 10:00 a.m. (New York City time) on December 20, 2013, or at such other time or place as the parties shall agree.

### ARTICLE III

#### CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent to Obligations of the Pass Through Trustees. The obligation of each Pass Through Trustee hereunder, including the obligation of the Class C Trustee to make the loan contemplated to be made by it pursuant to Article II, is subject to the fulfillment (or the waiver by such Pass Through Trustee) prior to or on the Series C Closing Date of the following conditions precedent:

(a) Authentication. The Company shall have tendered the Series C Equipment Notes being issued on the Series C Closing Date to the Loan Trustee for authentication, and the Loan Trustee shall have authenticated such Series C Equipment Notes and shall have tendered such Series C Equipment Notes to the Subordination Agent on behalf of the Class C Trustee, against receipt of the loan proceeds, in accordance with Section 2.02.

(b) No Changes in Law. No change shall have occurred after the date of this Amendment in applicable law or regulations thereunder or interpretations thereof by appropriate regulatory authorities or any court that would make it a violation of law or governmental regulations for the Class C Trustee to make the loan contemplated by Section 2.01 or to acquire the Series C Equipment Notes or to realize the benefits of the security afforded by the Indenture.

(c) Documentation. This Amendment and the following documents shall have been duly authorized, executed and delivered by the respective party or parties thereto (other than the Pass Through Trustees or the Loan Trustee), shall

be in full force and effect and executed counterparts thereof shall have been delivered to each Pass Through Trustee:

- (i) the Amended and Restated Intercreditor Agreement, dated as of the date hereof, among the Pass Through Trustees, the Liquidity Providers and the Subordination Agent;
- (ii) the Class C Trust Supplement;
- (iii) the Joinder to Note Purchase Agreement, dated as of the date hereof, by the Class C Trustee;
- (iv) the Second Indenture Amendment; and
- (v) the Bankruptcy Court Order.

(d) [Reserved.]

(e) Certain Closing Certificates. Each Pass Through Trustee shall have received the following:

(i) a certificate dated the Series C Closing Date of the Secretary or an Assistant Secretary of the Company, certifying as to (A) a copy of the resolutions of the Board of Directors of the Company or the executive committee thereof duly authorizing the transactions contemplated hereby and the execution, delivery and performance by the Company of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each other document required to be executed and delivered by the Company in accordance with the provisions hereof or thereof and (B) a copy of the certificate of incorporation and by-laws of the Company, as in effect on the Series C Closing Date;

(ii) a certificate or other evidence from the Secretary of State of the State of Delaware, dated as of a date reasonably near the Series C Closing Date, as to the due incorporation and good standing of the Company in such state;

(iii) an incumbency certificate of the Company as to the person or persons authorized to execute and deliver this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each other document to be executed by the Company in connection with the transactions contemplated hereby and thereby, and the specimen signatures of such person or persons; and

(iv) one or more certificates of the Loan Trustee and the Subordination Agent certifying to the reasonable satisfaction of the Pass Through Trustees as to the due authorization, execution, delivery and performance by the Loan Trustee and the Subordination Agent of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each of the other Operative Documents, in each case to which the Loan Trustee or the Subordination Agent is or will be a party and any other documents to be executed by or on behalf of the Loan Trustee or Subordination Agent in connection with the transactions contemplated hereby or thereby.

(f) Representations; No Event of Default or Event of Loss. On the Series C Closing Date, the following statements shall be correct: (i) the representations and warranties herein of the Company are correct in all material respects as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date) and (ii) no event has occurred and is continuing that constitutes an Event of Default or an Event of Loss with respect to the Aircraft or would constitute an Event of Default or such an Event of Loss but for the requirement that notice be given or time elapse or both.

(g) Opinion of Counsel to the Company. Each Pass Through Trustee and the Loan Trustee shall have received an opinion addressed to it from a Deputy General Counsel, an Associate General Counsel or such other internal counsel to the Company as shall be reasonably satisfactory to the Pass Through Trustees, substantially in the form set forth in **Exhibit B**.

(h) Opinion of Counsel to WTC, the Loan Trustee, the Pass Through Trustees and the Subordination Agent. Each Pass Through Trustee and the Loan Trustee shall have received an opinion addressed to it from Morris James LLP, special counsel for WTC, the Loan Trustee, the Pass Through Trustees and the Subordination Agent, substantially in the form set forth in **Exhibit C**.

(i) Opinion of FAA Counsel. Each Pass Through Trustee and the Loan Trustee shall have received an opinion addressed to it from Daugherty, Fowler, Peregrin, Haught & Jenson, a Professional Corporation, special FAA counsel in Oklahoma City, Oklahoma, substantially in the form set forth in **Exhibit D**.

(j) Certification from the Company. Each Pass Through Trustee and the Loan Trustee shall have received a certificate or certificates signed by

the chief financial or accounting officer, any Senior Vice President, the Treasurer, any Vice President or any Assistant Treasurer (or any other Responsible Officer) of the Company, dated the Series C Closing Date, certifying as to the correctness of each of the matters stated in Section 3.01(f) and satisfaction of the conditions set forth in Section 3.01(s).

(k) Certification from WTC, Loan Trustee and Subordination Agent. Each Pass Through Trustee shall have received a certificate from WTC in its individual capacity and as Loan Trustee and Subordination Agent, as applicable, dated the Series C Closing Date, signed by an authorized officer of WTC in its individual capacity and as Loan Trustee and Subordination Agent, as applicable, certifying for each such entity that no Loan Trustee Liens or Other Party Liens attributable to it, as applicable, exist, and further certifying as to the correctness of each of the matters stated in Section 5.01.

(l) The Bankruptcy Court Order. The Bankruptcy Court shall have entered the Bankruptcy Court Order, and (i) the Existing Bankruptcy Court Order shall be in full force and effect in accordance with its terms, except to the extent set forth in any order of the Bankruptcy Court or the United States Court of Appeals for the Second Circuit or any other court entered in the proceedings captioned *U.S. Bank Trust National Association, et al. v. American Airlines, et al.*, Nos. 13-1204, 13-1207, 13-1208 (2d. Cir.) or in any other proceedings in any other court that arise out of such proceedings and (ii) the Second 2013-2 Bankruptcy Court Order shall be a Final Order and shall be in full force and effect in accordance with its terms and no order of the Bankruptcy Court or any other court shall have been entered amending, staying, granting reargument, vacating or rescinding the Second 2013-2 Bankruptcy Court Order.

(m) Insurance Matters. The Loan Trustee shall have received an insurance report of an independent insurance broker and the related certificates of insurance, each in form and substance reasonably satisfactory to the Loan Trustee, as to the compliance with the terms of Section 7.06 of the Indenture relating to insurance with respect to the Aircraft.

(n) No Proceedings. No action or proceeding shall have been instituted nor shall governmental action be threatened before any court or governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any court or governmental agency at the time of the Series C Closing to set aside, restrain, enjoin or prevent the completion and consummation of this Amendment or the transactions contemplated hereby.

(o) Funding of Class C Pass Through Trust. The Class C Trustee shall have received in immediately available funds an amount at least equal to the aggregate purchase price of the Series C Equipment Notes to be purchased from the Company by the Class C Trustee.

(p) [Reserved.]

(q) Governmental Approvals. All appropriate action required to have been taken prior to the Series C Closing Date by the FAA or any governmental or political agency, subdivision or instrumentality of the United States (including, without limitation, the Bankruptcy Court) in connection with the transactions contemplated by this Amendment has been taken, and all orders, permits, waivers, authorizations, exemptions and approvals of such entities required to be in effect on the Series C Closing Date in connection with the transactions contemplated by this Amendment (including, without limitation, the Bankruptcy Court Order) have been issued.

(r) Title. The Company shall have good title to the Aircraft, free and clear of all Liens except Permitted Liens.

(s) Satisfaction of Conditions under the Note Purchase Agreement and Other Agreements. The conditions set forth in Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing), Section 2.02 of the Existing Participation Agreement and Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing) to the issuance of Series C Equipment Notes shall have been complied with.

(t) Issuance of Related Series C Equipment Notes. Concurrently with the Series C Closing, the Company shall have issued "Series C Equipment Notes" constituting "Additional Series Equipment Notes" under all of the Related Indentures in effect immediately prior to the Series C Closing.

(u) Ratings Confirmation. The Company shall have obtained the "Rating Agency Confirmation" with respect to the Class A Certificates and the Class B Certificates required by Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing) and the "Ratings Confirmation" with respect to the Class A Certificates and the Class B Certificates required by Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing).

Promptly upon the recording of the Second Indenture Amendment pursuant to the Transportation Code and the receipt of appropriate and correct recording information

from the FAA, the Company will cause Daugherty, Fowler, Peregrin, Haught & Jenson, a Professional Corporation, special FAA counsel in Oklahoma City, Oklahoma to deliver to the Subordination Agent, to the Pass Through Trustees, to the Loan Trustee and to the Company an opinion as to the due recording of such instrument and the lack of filing of any intervening documents with respect to the Aircraft (other than filings in respect of the Original Indenture and the First Indenture Amendment).

Section 3.02. Conditions Precedent to Obligations of the Company. The obligation of the Company to issue and sell the Series C Equipment Notes is subject to the fulfillment (or waiver by the Company) prior to or on the Series C Closing Date of the following conditions precedent:

(a) No Changes in Law. No change shall have occurred after the date of this Amendment in applicable law or regulations thereunder or interpretations thereof by appropriate regulatory authorities or any court that would make it a violation of law or governmental regulations for the Company to enter into any transaction contemplated hereby or by the Operative Documents, the Note Purchase Agreement or the other Pass Through Documents.

(b) Documentation. The documents referred to in Section 3.01(c) shall have been duly authorized, executed and delivered by the respective party or parties thereto (other than the Company), shall be in full force and effect and executed counterparts thereof shall have been delivered to the Company, and the Company shall have received such documents and evidence with respect to WTC, each Liquidity Provider, the Loan Trustee, the Subordination Agent and each Pass Through Trustee as the Company may reasonably request in order to establish the consummation of the transactions contemplated by this Amendment, the taking of all corporate and other proceedings in connection therewith and compliance with the conditions herein set forth.

(c) FAA Filing. The Second Indenture Amendment shall have been duly filed for recordation (or shall be in the process of being so duly filed for recordation) with the FAA pursuant to the Transportation Code.

(d) Representations and Warranties. On the Series C Closing Date, the representations and warranties herein of WTC, the Loan Trustee, the

Subordination Agent and the Pass Through Trustees shall be correct as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall have been correct on and as of such earlier date), and, insofar as such representations and warranties concern WTC, the Loan Trustee, the Subordination Agent or any such Pass Through Trustee, such party shall have so certified to the Company.

(e) Certain Opinions and Certificates. The Company shall have received each opinion referred to in Sections 3.01(h) and 3.01(i), each such opinion addressed to the Company or accompanied by a letter from the counsel rendering such opinion authorizing the Company to rely on such opinion as if it were addressed to the Company, and the certificates referred to in Sections 3.01(e)(iv) and 3.01(k).

(f) [Reserved.]

(g) No Proceedings. No action or proceeding shall have been instituted nor shall governmental action be threatened before any court or governmental agency, nor shall any order, judgment or decree have been issued or proposed to be issued by any court or governmental agency at the time of the Series C Closing to set aside, restrain, enjoin or prevent the completion and consummation of this Amendment or the transactions contemplated hereby.

(h) No Other Party Liens, etc. The Company shall have received a certificate from WTC dated the Series C Closing Date, signed by an authorized officer of WTC, certifying for each Pass Through Trustee that no Other Party Liens attributable to it exist and further certifying as to the correctness of each of the matters stated in Section 5.01.

(i) Payment for Series C Equipment Notes. The Company shall have been paid by the Class C Trustee the aggregate original principal amount of the Series C Equipment Notes being issued to the Class C Trustee as set forth on **Schedule I** hereto opposite the name of the Class C Pass Through Trust.

(j) The Bankruptcy Court Order. The Bankruptcy Court shall have entered the Bankruptcy Court Order, and (i) the Existing Bankruptcy Court Order shall be in full force and effect in accordance with its terms, except to the extent set forth in any order of the Bankruptcy Court or the United States Court of Appeals for the Second Circuit or any other court entered in the proceedings captioned *U.S. Bank Trust National Association, et al. v. American Airlines, et al.*, Nos. 13-1204, 13-1207, 13-1208 (2d. Cir.) or in any other proceedings in any other court that arise out of such proceedings and (ii) the Second 2013-2 Bankruptcy Court Order shall be a Final Order and shall be in full force and effect in accordance with its terms and no order of the Bankruptcy Court or any other court shall have been entered amending, staying, granting reargument, vacating or rescinding the Second 2013-2 Bankruptcy Court Order.

(k) Satisfaction of Conditions under the Note Purchase Agreement and Other Agreements. The conditions set forth in Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing), Section 2.02 of the Existing Participation Agreement and Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing) to the issuance of Series C Equipment Notes shall have been complied with.

(l) Issuance of Related Series C Equipment Notes. Concurrently with the Series C Closing, the Company shall have issued "Series C Equipment Notes" constituting "Additional Series Equipment Notes" under all of the Related Indentures in effect immediately prior to the Series C Closing.

(m) Ratings Confirmation. The Company shall have obtained the "Rating Agency Confirmation" with respect to the Class A Certificates and the Class B Certificates required by Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing) and the "Ratings Confirmation" with respect to the Class A Certificates and the Class B Certificates required by Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing).

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 4.01. Representations and Warranties of the Company. The Company represents and warrants that:

(a) Organization; Authority; Qualification. The Company is a corporation duly incorporated and validly existing in good standing under the laws of the State of Delaware, is a Certificated Air Carrier, is a Citizen of the United States, has the corporate power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and the other Operative Documents to which it is a party and is duly qualified to do business as a foreign corporation in good standing in each other jurisdiction in which the failure to so qualify would have a material adverse effect on the consolidated financial condition of the Company and its subsidiaries, considered as a whole, and its jurisdiction of organization (as such term is used in Article 9 of the Uniform Commercial Code as in effect in the State of Delaware) is Delaware.

(b) Corporate Action and Authorization; No Violations. The execution, delivery and performance by the Company of this Amendment, the Second Indenture Amendment, the



Series C Equipment Notes and the other Operative Documents to which the Company is a party have been duly authorized by all necessary corporate action on the part of the Company and by the Bankruptcy Court, do not require any stockholder approval or approval or consent of any trustee or holder of any indebtedness or obligations of the Company, except such as have been duly obtained and are in full force and effect, and do not contravene any law, governmental rule, regulation, judgment or order binding on the Company or the certificate of incorporation or by-laws of the Company or contravene or result in a breach of, or constitute a default under, or result in the creation of any Lien (other than as permitted under the Indenture) upon the property of the Company under, any material indenture, mortgage, contract or other agreement to which the Company is a party or by which it or any of its properties may be bound or affected.

(c) Governmental Approvals. Neither the execution and delivery by the Company of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and the other Operative Documents to which it is a party, nor the consummation by the Company of any of the transactions contemplated hereby or thereby, requires the authorization, consent or approval of, the giving of notice to, the filing or registration with or the taking of any other action in respect of, the Department of Transportation, the FAA or any other federal or state governmental authority or agency, or the International Registry, except for (i) the registration of the Exchange Certificates under the Securities Act and the registration of the Pass Through Certificates and the Exchange Certificates under the securities laws of any state or other jurisdiction in which the Pass Through Certificates or Exchange Certificates may be offered for sale if the laws of such state or other jurisdiction require such action, (ii) the qualification of the Pass Through Trust Agreements under the Trust Indenture Act in connection with the offering of the Exchange Certificates, (iii) the orders, permits, waivers, exemptions, authorizations and approvals of the regulatory authorities having jurisdiction over the Company's ownership or use of the Aircraft required to be obtained on or prior to the Series C Closing Date, which orders, permits, waivers, exemptions, authorizations and approvals have been duly obtained and are, or on the Series C Closing Date will be, in full force and effect, (iv) the filings and registrations referred to in Section 4.01(e) of the Existing Participation Agreement and Section 4.01(e) hereof, (v) the Bankruptcy Court Order, (vi) authorizations, consents, approvals, notices and filings required to be obtained, taken, given or made under securities or Blue Sky or similar laws of the various states and foreign jurisdictions, and (vii) consents, approvals, notices, registrations and other actions required to be obtained, given, made or taken only after the date hereof.

(d) Valid and Binding Agreements. This Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each other Operative Document to which the Company is a party have been duly executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity and except, in the case of the Indenture, as limited by applicable laws that may affect the remedies provided in the Indenture, which laws, however, do not make the remedies provided in the Indenture inadequate for the practical realization of the rights and benefits intended to be provided thereby.

(e) Filings and Recordation. Except for the filing for recordation pursuant to the Transportation Code of the Second Indenture Amendment, no further filing or recording of any document is necessary under the laws of the United States or any state thereof as of the Series C Closing Date in order to establish and perfect the security interest in the Aircraft created under the Indenture in favor of the Loan Trustee as against the Company and any third parties in any applicable jurisdiction in the United States.

(f) Investment Company Act. The Company is not required to be registered as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(g) Title. As of the Series C Closing Date, (i) the Company has good title to the Aircraft, free and clear of Liens other than Permitted Liens, (ii) the Aircraft has been duly certified by the FAA as to type and airworthiness in accordance with the terms of the Indenture, (iii) the Original Indenture and the First Indenture Amendment have been duly recorded (or duly filed for recordation) with the FAA pursuant to the Transportation Code, (iv) the Second Indenture Amendment has been duly filed for recordation (or shall be in the process of being so duly filed for recordation) with the FAA pursuant to the Transportation Code, (v) the Aircraft is duly registered with the FAA in the name of the Company and (vi) the registration of the International Interests created under the Indenture with respect to the Aircraft has been effected on the International Registry in accordance with the Cape Town Treaty.

(h) Section 1110. The Loan Trustee is entitled to the benefits of Section 1110 with respect to the Aircraft subject to the Lien of the Indenture on the Series C Closing Date.

(i) Security Interest. The Indenture and the entry of the Bankruptcy Court Order creates in favor of the Loan Trustee, for the benefit of the Noteholders, the Indenture Indemnitees and the Related Indenture Indemnitees, a valid and perfected Lien on the Aircraft subject to the Lien of the Indenture on the Series C Closing Date, subject to no equal or prior Lien, except Permitted Liens. There are no Liens of record with the FAA on the Aircraft subject to the Lien of the Indenture on the Series C Closing Date other than the Lien of the Indenture. Other than (x) the International Interests created under the Indenture and (y) any International Interests that appear on the International Registry as having been discharged, no International Interests with respect to the Aircraft have been registered on the International Registry as of the Series C Closing Date.

(j) No Prior Amendments or Supplements. Except for the documents described in Section 3.01(c) of this Amendment, there have been no amendments or supplements to the documents referred to in Section 3.01(c) of the Existing Participation Agreement.

## ARTICLE V

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF WTC

Section 5.01. Representations, Warranties and Covenants of WTC. WTC, generally, and each of the Loan Trustee, the Subordination Agent and the Pass Through Trustee as it relates to it, represents, warrants and covenants that:

(a) Organization; Authority. WTC is a Delaware trust company duly organized and validly existing in good standing under the laws of the State of Delaware, holds a valid certificate to do business as a Delaware trust company, is eligible to be the Loan Trustee under Section 8.01(a) of the Indenture, will promptly comply with Section 8.01(a) of the Indenture and has full power, authority and legal right to enter into and perform its obligations under this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each of the other Operative Documents and the Pass Through Documents to which WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee is a party and, in its capacity as Loan Trustee, to authenticate the Series C Equipment Notes and, in its capacity as Class C Trustee, to authenticate the Class C Certificates. WTC is qualified to act as Loan Trustee under Section 8.01(c) of the Indenture. WTC is a Citizen of the United States (without the use of a voting trust agreement), and will resign as the Loan Trustee under the Indenture promptly after it obtains actual knowledge that it has ceased to be such a Citizen of the United States.

(b) Due Authorization; No Violations. The execution, delivery and performance by WTC, individually or in its capacity as Loan Trustee, Subordination Agent or Pass Through Trustee, as the case may be, of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and each of the other Operative Documents and each of the Pass Through Documents to which WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee is a party, the performance by WTC, individually or in its capacity as Loan Trustee, Subordination Agent or Pass Through Trustee, as the case may be, of its obligations hereunder or thereunder and the consummation on the Series C Closing Date of the transactions contemplated hereby or thereby, and the authentication of the Series C Equipment Notes and the Class C Certificates to be delivered on the Series C Closing Date: (i) have been duly authorized by all necessary action on the part of WTC, the Loan Trustee, the Subordination Agent and each Pass Through Trustee, as the case may be, (ii) do not violate any law or regulation of the United States or of the state of the United States in which WTC is located and which governs the trust powers of WTC or any order, writ, judgment or decree of any court, arbitrator or governmental authority applicable to WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee or any of their assets, (iii) will not violate any provision of the charter or by-laws of WTC and (iv) will not violate any provision of, or constitute a default under, any mortgage, indenture, contract, agreement or undertaking to which any of WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee is a party or by which any of them or their respective properties may be bound or affected.

(c) Approvals. Neither the execution and delivery by WTC, individually or in its capacity as Loan Trustee, Subordination Agent or Pass Through Trustee, as the case may be, of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, any other Operative Document or any Pass Through Document to which WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee is a party, nor the consummation by WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee of any of the transactions contemplated hereby or thereby, requires the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action in respect of, (i) any governmental authority or agency of the United States or the state of the United States where WTC is located and regulating the trust powers of WTC, or (ii) any trustee or other holder of any debt of WTC.

(d) Valid and Binding Agreements. This Amendment, the Second Indenture Amendment, the Series C Equipment Notes, each other Operative Document and each Pass Through Document to which WTC, the Loan Trustee,

the Subordination Agent or any Pass Through Trustee is a party have been duly executed and delivered by WTC, individually and in its capacity as Loan Trustee, Subordination Agent or Pass Through Trustee, as the case may be, and constitute the legal, valid and binding obligations of WTC, the Loan Trustee, the Subordination Agent and each Pass Through Trustee, to the extent it is a party thereto, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(e) No Loan Trustee Liens or Other Party Liens. It unconditionally agrees with and for the benefit of the parties to this Amendment that it will not directly or indirectly create, incur, assume or suffer to exist any Loan Trustee Lien or Other Party Lien attributable to it, and it agrees that it will, at its own cost and expense, promptly take such action as may be necessary to discharge and satisfy in full any such Lien.

(f) Intercreditor Agreement. The Series C Equipment Notes to be issued to the Subordination Agent pursuant hereto are being acquired by it to be held under the Intercreditor Agreement.

(g) Funds Transfer Fees. Each of WTC, the Loan Trustee, the Subordination Agent and each Pass Through Trustee agrees that it will not impose any lifting charge, cable charge, remittance charge or any other charge or fee on any transfer by the Company of funds to, through or by WTC, the Loan Trustee, the Subordination Agent or such Pass Through Trustee pursuant to this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, any other Operative Document or any Pass Through Document, except as may be otherwise agreed to in writing by the Company.

(h) Confidentiality. Each of WTC, the Loan Trustee, the Subordination Agent and any Pass Through Trustee agrees to be bound by the terms of Section 10.16 of the Indenture.

(i) Certain Tax Matters. There are no Taxes payable by WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee imposed by the State of Delaware or any political subdivision or taxing authority thereof, in connection with the execution, delivery or performance by WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, any Operative Document or any Pass Through Document (other than franchise or other taxes based on or measured by any fees or compensation received by any

such Person for services rendered in connection with the transactions contemplated by this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, the other Operative Documents or the Pass Through Documents), and there are no Taxes payable by any Pass Through Trustee imposed by the State of Delaware or any political subdivision thereof in connection with the acquisition, possession or ownership by such Pass Through Trustee of any of the Equipment Notes (other than franchise or other taxes based on or measured by any fees or compensation received by such Pass Through Trustee for services rendered in connection with the transactions contemplated by this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, the other Operative Documents or the Pass Through Documents) and, assuming that the Pass Through Trusts will not be taxable for Federal income tax purposes as corporations, but, rather, will be characterized for such purposes as grantor trusts or partnerships, the Pass Through Trusts will not be subject to any Taxes imposed by the State of Delaware or any political subdivision thereof.

(j) Limitation on Situs of Activities. Except with the consent of the Company, which shall not be unreasonably withheld, WTC will act as Pass Through Trustee, Subordination Agent and Loan Trustee solely through its offices within the State of Delaware, except for such services as may be performed for it by independent agents in the ordinary course of business, but not directly by it, in other states.

(k) No Proceedings. There are no pending or, to its knowledge, threatened actions or proceedings against the WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee before any court or administrative agency which individually or in the aggregate, if determined adversely to it, would materially adversely affect the ability of WTC, the Loan Trustee, the Subordination Agent or any Pass Through Trustee to perform its obligations under this Amendment, the Second Indenture Amendment, the Series C Equipment Notes, any other Operative Document or any Pass Through Document.

(l) Other Representations. The representations and warranties contained in Section 7.15 of the Basic Pass Through Trust Agreement and Section 7.04 of each Trust Supplement are true, complete and correct as of the Series C Closing Date.

## ARTICLE VI

### OTHER COVENANTS AND AGREEMENTS

Section 6.01. Other Agreements. (a) Fees and Expenses. The Company agrees promptly to pay (without duplication of any other obligation the Company may have to pay such amounts) (1) the initial and annual fees and (to the extent the Loan Trustee is entitled to be reimbursed for its reasonable expenses) the reasonable expenses of the Loan Trustee in connection with the transactions contemplated hereby and (2) the following expenses incurred by the Loan Trustee, the Subordination Agent and the Pass Through Trustees in connection with the negotiation, preparation, execution and delivery of this Amendment, the Second Indenture Amendment, the Series C Equipment Notes and the other documents or instruments referred to herein or therein:

(i) the reasonable fees, expenses and disbursements of (A) Morris James LLP, special counsel for the Loan Trustee, the Subordination Agent and the Pass Through Trustees and (B) Daugherty, Fowler, Peregrin, Haught & Jenson, a Professional Corporation, special FAA counsel in Oklahoma City, Oklahoma, in each case to the extent actually incurred; and

(ii) all reasonable expenses actually incurred in connection with printing and document production or reproduction expenses.

(b) Quiet Enjoyment. Each of WTC, the Loan Trustee, the Subordination Agent, each Pass Through Trustee and any other Noteholder and the Class A Liquidity Provider (by having entered into the Class A Liquidity Facility) and the Class B Liquidity Provider (by having entered into the Class B Liquidity Facility) agrees that, unless an Event of Default shall have occurred and be continuing, it shall not (and shall not permit any Affiliate or other Person claiming by, through or under it to) take any action contrary to, or otherwise in any way interfere with or disturb (and then only in accordance with the Indenture), the quiet enjoyment of the use and possession of the Aircraft, the Airframe, any Engine or any Part by the Company or any transferee of any interest in any thereof permitted under the Indenture.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01. Effective Time. The amendments to the Existing Participation Agreement contemplated hereby and the agreements set forth herein shall be effective as of the time of the Series C Closing. Effective as of the time of the Series C Closing, WTC, as Class C Trustee, and WTC, as Subordination Agent and as Noteholder of the

Series C Equipment Notes, each shall be deemed to be a party to the Participation Agreement and shall have all of the rights and obligations of a “Pass Through Trustee”, a “Noteholder”, an “Indemnatee” and “Indenture Indemnatee”, as applicable, under the Participation Agreement and the other Operative Documents.

Section 7.02. Ratification and Agreements; Direction. Except as expressly amended hereby, the Existing Participation Agreement shall remain in full force and effect, and this Amendment shall be construed as supplemental to the Participation Agreement and shall form a part thereof. For the avoidance of doubt, the parties hereto agree that, from and after the date hereof, the Series C Equipment Notes referred to herein shall constitute “Series C Equipment Notes” and “Equipment Notes”, the Class C Certificates referred to herein shall constitute “Class C Certificates” and “Pass Through Certificates”, the Class C Pass Through Trust referred to herein shall constitute the “Class C Pass Through Trust” and a “Pass Through Trust” and the Class C Trustee referred to herein shall constitute the “Class C Trustee” and a “Pass Through Trustee”, in each case for all purposes of the Participation Agreement, the Indenture and the other Operative Documents. The Subordination Agent, as record holder of the Equipment Notes, hereby authorizes, empowers and instructs the Loan Trustee to enter into, execute, deliver and perform its obligations under this Amendment and the Second Indenture Amendment, and each other document, instrument or writing as may be contemplated by, or necessary or convenient in connection with, any of the foregoing.

Section 7.03. Survival of Representations, Warranties, Covenants and Agreements. Except as otherwise provided for herein, the representations, warranties, covenants and agreements of the Company, WTC, the Loan Trustee, the Subordination Agent, each Pass Through Trustee and the Noteholders provided for in this Amendment, and each of their obligations hereunder, shall survive the making of the loans, any return of the Aircraft, the transfer of any interest by any Noteholder of its Equipment Note and the expiration or termination (to the extent arising out of acts or events occurring prior to such expiration) of this Amendment, the Second Indenture Amendment or any other Operative Document.

Section 7.04. Governing Law. **THIS AMENDMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

Section 7.05. Severability. To the extent permitted by applicable law, any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such



prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.06. No Oral Modifications or Continuing Waivers; Consents. Subject to Section 9.03 of the Indenture, no terms or provisions of this Amendment may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought; provided that no such change, waiver, discharge or termination shall be effective unless a signed copy thereof is delivered to the Loan Trustee.

Section 7.07. Effect of Headings and Table of Contents. The headings of the various Articles and Sections herein and in the Table of Contents are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 7.08. Successors and Assigns. All covenants, agreements, representations and warranties in this Amendment by the Company, by WTC, individually or as Loan Trustee, Subordination Agent or Pass Through Trustee, or by any Noteholder, shall bind and inure to the benefit of and be enforceable by the Company, and subject to the terms of Section 6.02(e) of the Existing Participation Agreement, its successors and permitted assigns, each Pass Through Trustee and any successor or other trustee under the Pass Through Trust Agreement to which it is a party, the Subordination Agent and its successor under the Intercreditor Agreement and the Loan Trustee and its successor under the Indenture, whether so expressed or not.

Section 7.09. Benefits of Agreement. Nothing in this Amendment, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amendment, except as provided expressly herein. The Company agrees and acknowledges that the Indemnitees that are not parties to the Participation Agreement are third party beneficiaries of the indemnities by the Company contained in Section 4.02 of the Participation Agreement and that each Liquidity Provider is a third party beneficiary of the Company's representations and warranties in Section 4.01 of this Amendment and the covenant and agreement of the Company contained in Section 6.02(e) of the Participation Agreement, and that such Persons may rely on such indemnities, representations and warranties or covenants and agreements, as the case may be, to the same extent as if such indemnities, representations and warranties or covenants and agreements were made to such Indemnitees or such Liquidity Provider, as the case may be, directly. WTC, generally, and each of the Loan Trustee, the Subordination Agent and the Pass Through Trustee as it relates to it, agrees and acknowledges that each Liquidity Provider is a third party beneficiary of the representations and warranties in Section 5.01 of this Amendment, and that such Liquidity Provider may rely on such representations

and warranties to the same extent as if such representations and warranties were made to such Liquidity Provider directly.

Section 7.10. Counterparts. This Amendment may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Amendment including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Amendment, but all of such counterparts shall together constitute one instrument.

Section 7.11. Submission to Jurisdiction. Each of the parties hereto, to the extent it may do so under applicable law, for purposes hereof (a) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Amendment, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto or thereto, or their successors or permitted assigns and (b) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Amendment or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

AMERICAN AIRLINES, INC.

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

WILMINGTON TRUST COMPANY, as Pass Through Trustee  
under each of the Pass Through Trust Agreements

By: /s/ Tira L. Johnson  
Name: Tira L. Johnson  
Title: Vice President

WILMINGTON TRUST COMPANY, as Subordination Agent

By: /s/ Tira L. Johnson  
Name: Tira L. Johnson  
Title: Vice President

*Signature Page*

Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

WILMINGTON TRUST COMPANY,  
as Loan Trustee

By: /s/ Tira L. Johnson

Name: Tira L. Johnson

Title: Vice President

WILMINGTON TRUST COMPANY,  
in its individual capacity solely as expressly set forth herein

By: /s/ Tira L. Johnson

Name: Tira L. Johnson

Title: Vice President

*Signature Page*

Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

**EQUIPMENT NOTES,  
PURCHASERS AND ORIGINAL PRINCIPAL AMOUNTS**

<u>Purchaser</u>	<u>Description of Equipment Notes</u>	<u>Maturity</u>	<u>Interest Rate<sup>1</sup></u>	<u>Original Principal Amount</u>
American Airlines Pass Through Trust 2013-2A	Series 2013-2A N907AN Equipment Note	January 15, 2019	4.95%	\$ 11,308,000
American Airlines Pass Through Trust 2013-2B	Series 2013-2B N907AN Equipment Note	January 15, 2019	5.60%	\$ 4,112,000
American Airlines Pass Through Trust 2013-2C	Series 2013-2C N907AN Equipment Note	January 15, 2017	6.00%	\$ 2,056,000

<sup>1</sup> The rate per annum specified under the column "Interest Rate" with respect to each Series may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Registration Rights Agreement, the Second 2013-2 Registration Rights Agreement or the Third 2013-2 Registration Rights Agreement, as applicable.

Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

**TRUST SUPPLEMENTS**

Trust Supplement No. 2013-2A, dated as of the Original Issuance Date, between the Company and the Pass Through Trustee in respect of American Airlines Pass Through Trust 2013-2A.

Trust Supplement No. 2013-2B, dated as of the Class B Issuance Date, between the Company and the Pass Through Trustee in respect of American Airlines Pass Through Trust 2013-2B.

Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date, between the Company and the Pass Through Trustee in respect of American Airlines Pass Through Trust 2013-2C.

Second Amendment to Participation Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

SECOND AMENDMENT TO  
INDENTURE AND SECURITY AGREEMENT  
(N907AN)

Dated as of December 20, 2013

between

AMERICAN AIRLINES, INC.

and

WILMINGTON TRUST COMPANY,

as Loan Trustee

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Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

**SECOND AMENDMENT TO  
INDENTURE AND SECURITY AGREEMENT  
(N907AN)**

This SECOND AMENDMENT TO INDENTURE AND SECURITY AGREEMENT (N907AN) (this "Second Indenture Amendment"), dated as of December 20, 2013, is made by and between AMERICAN AIRLINES, INC., a Delaware corporation (together with its successors and permitted assigns, the "Company"), and WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, except as expressly stated herein, but solely as Loan Trustee hereunder (together with its permitted successors hereunder, the "Loan Trustee").

**W I T N E S S E T H:**

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Existing Indenture referred to below;

WHEREAS, on the Closing Date, which occurred on September 9, 2013, the Company and the Loan Trustee entered into that certain Indenture and Security Agreement (N907AN), dated as of September 9, 2013, as supplemented by Indenture Supplement No. 1 thereto, dated September 9, 2013, recorded by the FAA on October 21, 2013, and assigned Conveyance No. AM010949 (the "Original Indenture"), pursuant to which, among other things, the Company issued to the Subordination Agent the Series A Equipment Notes in the original principal amount, having the maturity and bearing interest at the Debt Rate, in each case as specified on Schedule I to the Original Indenture;

WHEREAS, in connection with the Original Indenture, the Company, the Class A Trustee, the Subordination Agent, the Loan Trustee and WTC in its individual capacity, entered into that certain Participation Agreement (N907AN), dated as of September 9, 2013 (the "Original Participation Agreement"), providing for the issuance by the Company of the Series A Equipment Notes secured by a security interest in the Company's right, title and interest in and to the Aircraft and certain other property described in the Original Indenture (as further described in the Original Indenture, the "Collateral");

WHEREAS, on the Series B Closing Date, which occurred on November 27, 2013, the Company and the Loan Trustee entered into that certain First Amendment to Indenture and Security Agreement (N907AN), dated as of November 27, 2013 (the "First Indenture Amendment"); and the Original Indenture as amended and supplemented by the First Indenture Amendment, the "Existing Indenture"), duly filed for recordation with the FAA on November 27, 2013 but not yet recorded, and pursuant to the Existing Indenture, among other things, the Company issued to the Subordination Agent the Series B



Equipment Notes in the original principal amount, having the maturity and bearing interest at the Debt Rate as specified on Schedule I to the Existing Indenture, which Series B Equipment Notes are secured by a security interest in all right, title and interest of the Company in and to the Aircraft and the other Collateral;

WHEREAS, in connection with the First Indenture Amendment, the Company, the Class A Trustee, the Class B Trustee, the Subordination Agent, the Loan Trustee and WTC in its individual capacity, entered into that certain First Amendment to Participation Agreement (N907AN), dated as of November 27, 2013 (the "First PA Amendment"); and the Original Participation Agreement as amended and supplemented by the First PA Amendment, the "Existing Participation Agreement"), providing for the issuance by the Company of the Series B Equipment Notes secured by a security interest in the Company's right, title and interest in and to the Aircraft and the other Collateral;

WHEREAS, Section 2.02 of the Existing Indenture provides that, if no Additional Series Equipment Notes were issued on the Series B Closing Date, then, subject to compliance with the conditions set forth in Section 4(a)(v) of the Note Purchase Agreement (as in effect immediately prior to the Series C Closing (as defined in the Second PA Amendment referred to below)), Section 2.02 of the Existing Participation Agreement and Section 8.01(d) of the Intercreditor Agreement (as in effect immediately prior to the Series C Closing), the Company shall have the option to issue Additional Series Equipment Notes at any time after the Series B Closing Date;

WHEREAS, the Company now desires to issue Additional Series Equipment Notes to be designated as "Series C Equipment Notes" (such Additional Series Equipment Notes, the "Series C Equipment Notes"), which Series C Equipment Notes are to be secured by a security interest in all right, title and interest of the Company in and to the Aircraft and the other Collateral;

WHEREAS, concurrently with the execution and delivery of this Second Indenture Amendment, the Company, WTC, as Class A Trustee, Class B Trustee and Class C Trustee (as defined in the Second PA Amendment referred to below), the Subordination Agent and the Loan Trustee, and WTC, in its individual capacity, entered into that certain Second Amendment to Participation Agreement (N907AN), dated as of the date hereof (the "Second PA Amendment"), pursuant to which, among other things, Series C Equipment Notes specified in Schedule I to the Indenture and substantially in the form set forth in Section 2.01 of the Indenture will be issued to the Subordination Agent;

WHEREAS, in connection with such issuance of the Series C Equipment Notes and other transactions contemplated by the Second PA Amendment, the Company and the Loan Trustee desire to amend the Existing Indenture to provide for the Company's issuance of Series C Equipment Notes on the terms provided herein and therein;

WHEREAS, all things have been done to make the Series C Equipment Notes, when executed by the Company and authenticated and delivered by the Loan Trustee, the valid, binding and enforceable obligations of the Company; and

WHEREAS, all things necessary to make this Second Indenture Amendment a legal, valid and binding obligation of the Company have been done and performed and have occurred;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

#### ARTICLE I

Section 1.01 Issuance of Series C Equipment Notes. The Series C Equipment Notes being issued pursuant to the Existing Indenture, as amended by this Second Indenture Amendment, shall be dated the date of issuance thereof, and shall be issued with the maturity date and in the original principal amount, and shall bear interest at the applicable Debt Rate, in each case as specified in Schedule I to the Existing Indenture, as such Schedule I is amended by this Second Indenture Amendment. On the date hereof, each Series C Equipment Note shall be issued to the Subordination Agent on behalf of the Class C Pass Through Trust (as defined in the Second PA Amendment) created under the Pass Through Trust Agreement related thereto.

Section 1.02 Series C Equipment Notes Related Provisions. For the avoidance of doubt, the parties hereto agree that, from and after the date hereof, the Series C Equipment Notes being issued as provided herein shall constitute "Series C Equipment Notes" and be included in "Equipment Notes" for all purposes of the Indenture and the other Operative Documents.

#### Section 1.03 Definitional Provisions.

(a) For purposes of this Second Indenture Amendment, (i) the term "Indenture" means the Existing Indenture as amended by this Second Indenture Amendment and (ii) the term "Participation Agreement" means the Existing Participation Agreement as amended by the Second PA Amendment.

(b) All references in this Second Indenture Amendment to designated "Articles", "Sections", "Subsections", "Schedules", "Exhibits", "Annexes" and other subdivisions are to the designated Article, Section, Subsection, Schedule, Exhibit, Annex or other subdivision of this Second Indenture Amendment, unless otherwise specifically stated.

(c) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Second Indenture Amendment as a whole and not to any particular Article, Section, Subsection, Schedule, Exhibit, Annex or other subdivision.

(d) Unless the context otherwise requires, whenever the words “including”, “include” or “includes” are used herein, they shall be deemed to be followed by the phrase “without limitation”.

(e) All references in this Second Indenture Amendment to a Person shall include successors and permitted assigns of such Person.

## ARTICLE II

Section 2.01 Amendment to Section 2.01. Section 2.01 of the Existing Indenture is hereby amended as follows:

(a) Footnote 5 thereto is deleted in its entirety and replaced with the following:

“To be inserted in the case of a Series A Equipment Note, a Series B Equipment Note or a Series C Equipment Note.”

(b) Footnote 9 thereto is deleted in its entirety and replaced with the following:

“To be inserted in the case of a Series C Equipment Note.”

(c) Footnote 10 thereto is deleted in its entirety and replaced with the following:

“To be inserted in the case of a Series B Equipment Note or a Series C Equipment Note.”

Section 2.02 Amendment to Section 2.02. Section 2.02 of the Existing Indenture is hereby amended as follows:

(a) The first paragraph is deleted in its entirety and replaced with the following:

“Section 2.02. Issuance and Terms of Equipment Notes. The Equipment Notes shall be dated the date of issuance thereof, shall be issued in (a) separate Series consisting of Series A Equipment Notes, Series B Equipment Notes and Series C Equipment Notes and (b) the maturities and original principal amounts

and shall bear interest at the applicable Debt Rates specified in **Schedule I**. On the date of original issuance thereof, each Equipment Note shall be issued to the Subordination Agent on behalf of each of the Pass Through Trustees for the applicable Pass Through Trust created under the Pass Through Trust Agreements referred to in **Schedule II**. The Equipment Notes shall be issued in registered form only. The Equipment Notes shall be issued in denominations of \$1,000 and integral multiples thereof, except that one Equipment Note of each Series may be in an amount that is not an integral multiple of \$1,000. Without limitation of the foregoing, new Series B Equipment Notes or new Series C Equipment Notes may be issued pursuant to the provisions of Section 2.11(b).”

(b) The second paragraph is deleted in its entirety and replaced with the following:

“Each Equipment Note shall bear interest at the Debt Rate specified for such Series calculated on the basis of a year of 360 days comprised of twelve 30-day months, payable in arrears on each Payment Date on the unpaid principal amount thereof from time to time outstanding from the most recent Payment Date to which interest has been paid or duly provided for (or, if no interest has been so paid or provided for, from the date of issuance of such Equipment Note) until such principal amount is paid in full, as further provided in the form of Equipment Note set forth in Section 2.01. The principal amount of each Equipment Note shall be payable in installments or in a single payment on the Payment Dates set forth in Schedule I to such Equipment Note, each such installment, if any, to be in an amount computed by multiplying the original principal amount of such Equipment Note by the corresponding percentage set forth in **Schedule I** hereto applicable to such Series, the applicable portion of which shall be attached as Schedule I to such Equipment Note, opposite the Payment Date on which such installment is due. Notwithstanding the foregoing, the final payment made under each Equipment Note shall be in an amount sufficient to discharge in full the unpaid principal amount and all accrued and unpaid interest on, and any other amounts due under, such Equipment Note. Each Equipment Note shall bear interest, payable on demand, at the Past Due Rate (and not at the Debt Rate) (calculated on the basis of a year of 360 days comprised of twelve 30-day months) on any principal amount and (to the extent permitted by applicable law) Premium Amount, if any, interest and any other amounts payable thereunder not paid when due for any period during which the same shall be overdue, in each case for the period the same is overdue. Amounts shall be overdue under an Equipment Note if not paid in the manner provided therein or in this Indenture when due (whether at stated maturity, by acceleration or otherwise). Notwithstanding anything to the contrary contained herein, if any date on which a payment hereunder or under any Equipment Note becomes due and payable is not a Business Day, then such payment shall not be made on such scheduled date but shall be made on the next

succeeding Business Day with the same force and effect as if made on such scheduled date, and if such payment is made on such next succeeding Business Day, no interest shall accrue on the amount of such payment from and after such scheduled date.”

Section 2.03 Amendment to Section 2.11. Section 2.11(b) of the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with the following:

“(b) All of the Series B Equipment Notes or all of the Series C Equipment Notes (or both) may be redeemed by the Company upon at least 15 days’ revocable prior written notice to the Loan Trustee and the Noteholders of each Series to be redeemed, and such Series of Equipment Notes being redeemed pursuant to this Section 2.11(b) shall be redeemed in whole at a redemption price equal to 100% of the unpaid principal amount thereof, together with accrued and unpaid interest thereon to (but excluding) the date of redemption and all other Secured Obligations owed or then due and payable to the Noteholders of such Series, plus Make-Whole Amount, if any; provided that:

(i) no redemption shall be permitted under this Section 2.11(b) unless, simultaneously with such redemption, the Related Series B Equipment Notes (in the case of redemption hereunder of Series B Equipment Notes) or the Related Series C Equipment Notes (in the case of redemption hereunder of Series C Equipment Notes), as the case may be, shall also be redeemed; and

(ii) if, simultaneously with such redemption, new Series B Equipment Notes (in the case of redemption hereunder of Series B Equipment Notes) or new Series C Equipment Notes (in the case of redemption hereunder of Series C Equipment Notes), which, in any such case, may have terms that may be the same as or different from those of the redeemed Equipment Notes, are being issued, such new Equipment Notes shall be issued in accordance with Section 2.02 of the Participation Agreement, Section 4(a)(v) of the Note Purchase Agreement and Section 8.01(c) of the Intercreditor Agreement.”

Section 2.04 Amendment to Section 2.13. Section 2.13(a) of the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with the following:

“Section 2.13. Subordination. (a) The indebtedness evidenced by the Series B Equipment Notes is, to the extent and in the manner provided in this Indenture, subordinate and subject in right of payment to the prior payment in full

of the Secured Obligations in respect of the Series A Equipment Notes, and the Series B Equipment Notes are issued subject to such provisions. The indebtedness evidenced by the Series C Equipment Notes is, to the extent and in the manner provided in this Indenture, subordinate and subject in right of payment to the prior payment in full of the Secured Obligations in respect of the Series A Equipment Notes and the Series B Equipment Notes, and the Series C Equipment Notes are issued subject to such provisions. The indebtedness evidenced by the Series A Equipment Notes, the Series B Equipment Notes and the Series C Equipment Notes is, to the extent and in the manner provided in each Related Indenture, subordinate and subject in right of payment to the prior payment in full under such Related Indenture of the “Secured Obligations” in respect of the “Equipment Notes” issued under such Related Indenture, and the Series A Equipment Notes, the Series B Equipment Notes and the Series C Equipment Notes are issued subject to such provisions. By acceptance of its Equipment Notes of any Series, each Noteholder of such Series (i) agrees to and shall be bound by such provisions, (ii) authorizes and directs the Loan Trustee or the Related Loan Trustee under the applicable Related Indenture, as applicable, on such Noteholder’s behalf to take such action as may be necessary or appropriate to effectuate the subordination as provided in this Indenture and the applicable Related Indenture, and (iii) appoints the Loan Trustee or the Related Loan Trustee under the applicable Related Indenture, as applicable, as such Noteholder’s attorney-in-fact for such purpose.”

Section 2.05 Amendment to Section 3.01. Clause “third” of Section 3.01 of the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with the following:

“*third*, after giving effect to clause “second” above, so much of such payment remaining as is required to pay in full the aggregate amount of the payment or payments of principal amount and interest (as well as any interest on any overdue principal amount and, to the extent permitted by applicable law, on any overdue interest and any other overdue amounts) then due under all Series C Equipment Notes shall be distributed to the Noteholders of Series C Equipment Notes ratably, without priority of one over the other, in the proportion that the amount of such payment or payments then due under each Series C Equipment Note bears to the aggregate amount of the payments then due under all Series C Equipment Notes; and”.

Section 2.06 Amendment to Section 3.02. Subclause (iii) of clause “second” of Section 3.02 of the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with the following:

“(iii) after giving effect to subclause (ii) above, so much of such payments remaining as shall be required to pay the amounts specified in subclause (iii) of clause “third” of Section 3.03 (other than any Section 4.02 Premium, if any) plus Make-Whole Amount, if any, then due and payable in respect of the Series C Equipment Notes;”.

Section 2.07 Amendment to Section 3.03. Section 3.03 of the Existing Indenture is hereby amended as follows:

(a) Subclause (iii) of clause “third” is deleted in its entirety and replaced with the following:

“(iii) after giving effect to subclause (ii) above, so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid principal amount of all Series C Equipment Notes, and the accrued but unpaid interest and other amounts due thereon and all other Secured Obligations (including Section 4.02 Premium, if any) in respect of the Series C Equipment Notes to the date of distribution, shall be distributed to the Noteholders of Series C Equipment Notes, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that (x) the aggregate unpaid principal amount of all Series C Equipment Notes held by each holder thereof plus the accrued but unpaid interest and other amounts due in respect thereof hereunder or thereunder to the date of distribution bears to (y) the aggregate unpaid principal amount of all Series C Equipment Notes held by all holders thereof plus the accrued but unpaid interest and other amounts due thereon to the date of distribution;”.

(b) Subclause (viii) of clause “third” is deleted in its entirety and replaced with the following:

“(viii) after giving effect to subclause (vii) above, so much of such payments or amounts remaining as shall be required to pay in full the aggregate amount of the payment or payments of principal amount and interest (as well as any interest on any overdue principal amount and, to the extent permitted by applicable law, on any overdue interest and any other overdue amounts) then due under, and Related Section 4.02 Premium, if any, in respect of, all Related Series C Equipment Notes, if any, issued under any Defaulted Operative Indenture shall be distributed to the Related Loan Trustee under each respective Defaulted Operative Indenture under which any Related Series C Equipment Notes are outstanding, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that (x) the amount of such payment or payments then due under all Related Series C Equipment Notes issued under each Defaulted

Operative Indenture bears to (y) the aggregate amount of the payments then due under all Related Series C Equipment Notes issued under all Defaulted Operative Indentures; and”.

Section 2.08 Amendment to Section 9.01. Section 9.01 of the Existing Indenture is hereby amended by deleting clause (xv) thereof in its entirety and replacing it with the following:

“(xv) to provide for the successive redemption of Series B Equipment Notes (and Related Series B Equipment Notes) or Series C Equipment Notes (and Related Series C Equipment Notes) and the issuance from time to time of new Series B Equipment Notes (and new Related Series B Equipment Notes) or new Series C Equipment Notes (and new Related Series C Equipment Notes) and for the issuance of pass through certificates by any pass through trust that acquires any such new Series B Equipment Notes (and new Related Series B Equipment Notes) or any such new Series C Equipment Notes (and new Related Series C Equipment Notes) and to make changes relating to any of the foregoing (including, without limitation, to provide for any prefunding mechanism in connection therewith) and to provide for any credit support for any pass through certificates relating to any such new Series B Equipment Notes (and new Related Series B Equipment Notes) or any such new Series C Equipment Notes (and new Related Series C Equipment Notes) (including, without limitation, to secure claims for fees, interest, expenses, reimbursement of advances and other obligations arising from such credit support (including, without limitation, to specify such credit support as a “Liquidity Facility” and the provider of any such credit support as a “Liquidity Provider” and, if such “Liquidity Facility” is to be comprised of more than one instrument, to incorporate appropriate mechanics for multiple Liquidity Facilities for a single Pass Through Trust)); provided that such new Series B Equipment Notes or new Series C Equipment Notes, as the case may be, are issued in accordance with Section 4(a)(v) of the Note Purchase Agreement, Section 2.02 of the Participation Agreement and Section 8.01(c) of the Intercreditor Agreement; and”.

### ARTICLE III

Section 3.01 Amendment to Schedule I. Schedule I to the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with Schedule I to this Second Indenture Amendment (it being agreed and understood that no amendments are being made to the maturity date, original principal amount, Debt Rate, Make-Whole Spread or amortization schedule of the Series A Equipment Notes or the Series B Equipment Notes).



Section 3.02 Amendment to Schedule II. Schedule II to the Existing Indenture is hereby amended by deleting it in its entirety and replacing it with Schedule II to this Second Indenture Amendment.

#### ARTICLE IV

Section 4.01 Amendment to Annex A. Annex A to the Existing Indenture is amended as follows:

(a) The definitions of "Additional Series" or "Additional Series Equipment Notes", "Additional Series Pass Through Certificates", "Additional Series Pass Through Trust", "Additional Series Pass Through Trust Agreement", "Additional Series Pass Through Trustee" and "Related Additional Series Equipment Notes" are deleted in their entirety.

(b) The definition of "AMR Group Member" is deleted in its entirety and replaced with the following:

"AMR Group Member" means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any Person that is directly or indirectly controlled by American Airlines Group Inc. For the purposes of this definition, "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or by contract or otherwise.

(c) The definition of "Debt Rate" is deleted in its entirety and replaced with the following:

"Debt Rate" means, with respect to any Series of Equipment Notes, (i) the rate per annum specified for the applicable Series as such in Schedule I to the Indenture and (A) in the case of Series A Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Registration Rights Agreement, (B) in the case of Series B Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Second 2013-2 Registration Rights Agreement, and (C) in the case of Series C Equipment Notes, as such rate per annum may be changed from time to time for such period(s), and in such amount(s) and circumstances, as provided in Section 2(d) of the Third 2013-2 Registration Rights Agreement, and (ii) for any other purpose, with

respect to any period, the weighted average interest rate per annum during such period borne by the outstanding Equipment Notes, excluding any interest payable at the Past Due Rate.

(d) The definition of “Exchange Certificates” is deleted in its entirety and replaced with the following:

“Exchange Certificates”, with respect to the Class A Certificates, the Class B Certificates and the Class C Certificates, has the meaning specified in the applicable Pass Through Trust Agreement for the applicable Pass Through Trust.

(e) The definition of “Intercreditor Agreement” is deleted in its entirety and replaced with the following:

“Intercreditor Agreement” means the Amended and Restated Intercreditor Agreement (2013-2), dated as of the Class C Issuance Date, among the Pass Through Trustees, the Liquidity Providers and the Subordination Agent, as the same may be further amended, supplemented or otherwise modified from time to time in accordance with its terms; provided that, for purposes of any obligations of the Company, no amendment, modification or supplement to, or substitution or replacement of, such Intercreditor Agreement shall be effective unless consented to by the Company.

(f) The definition of “Make-Whole Spread” is deleted in its entirety and replaced with the following:

“Make-Whole Spread” means, with respect to any Series of Equipment Notes, the percentage specified for the applicable Series as such in Schedule I to the Indenture.

(g) The definition of “Note Purchase Agreement” is deleted in its entirety and replaced with the following:

“Note Purchase Agreement” means the Note Purchase Agreement, dated as of the Original Issuance Date, among the Company, the Subordination Agent, the Escrow Agent, the Paying Agent, and the Class A Trustee providing for, among other things, the issuance and sale of certain equipment notes and to which (i) the Class B Trustee became a party by means of that certain Joinder to Note Purchase Agreement, dated as of the Class B Issuance Date, and (ii) the Class C Trustee shall have become a party by means of that certain Joinder to Note Purchase Agreement, dated as of the Class C Issuance Date, as the same may be further amended,

supplemented or otherwise modified from time to time in accordance with its terms.

(h) The definition of “Parent” is deleted in its entirety and replaced with the following:

“Parent” means American Airlines Group Inc. (f/k/a AMR Corporation), a Delaware corporation, or any other Person that directly or indirectly controls the Company, in each case together with its successors and assigns. For the purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of the Company, whether through the ownership of voting securities or by contract or otherwise.

(i) The definition of “Pass Through Trust” is deleted in its entirety and replaced with the following:

“Pass Through Trust” means each of the three separate grantor trusts that have been created pursuant to the Pass Through Trust Agreements to facilitate certain of the transactions contemplated by the Operative Documents.

(j) The definition of “Pass Through Trust Agreement” is deleted in its entirety and replaced with the following:

“Pass Through Trust Agreement” means each of the three separate Trust Supplements relating to the Pass Through Trusts, together in each case with the Basic Pass Through Trust Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

(k) The definition of “Plan Effective Date” is deleted in its entirety and replaced with the following:

“Plan Effective Date” means the effective date of any plan of reorganization filed in the Existing Bankruptcy Case and confirmed pursuant to Section 1129 of the Bankruptcy Code, which has occurred on December 9, 2013.

(l) The definition of “Series” is deleted in its entirety and replaced with the following:

“Series” means any series of Equipment Notes, including the Series A Equipment Notes, the Series B Equipment Notes or the Series C Equipment Notes.

(m) The definition of “Trust Supplements” is deleted in its entirety and replaced with the following:

“Trust Supplements” means (i) those agreements supplemental to the Basic Pass Through Trust Agreement referred to in Schedule III to the Participation Agreement, (ii) in the case of any Class B Certificates issued in connection with any redemption of Series B Equipment Notes and issuance of new Series B Equipment Notes, an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (a) a separate trust is created for the benefit of the holders of such Class B Certificates, (b) the issuance of such Class B Certificates representing fractional undivided interests in the Class B Pass Through Trust is authorized and (c) the terms of such Class B Certificates are established and (iii) in the case of any Class C Certificates issued in connection with any redemption of Series C Equipment Notes and issuance of new Series C Equipment Notes, an agreement supplemental to the Basic Pass Through Trust Agreement pursuant to which (a) a separate trust is created for the benefit of the holders of such Class C Certificates, (b) the issuance of such Class C Certificates representing fractional undivided interests in the Class C Pass Through Trust is authorized and (c) the terms of such Class C Certificates are established.

(n) The following definitions shall be added to Annex A to the Existing Indenture in alphabetical order:

“Class C Certificate Purchase Agreement” means that certain Purchase Agreement, dated as of December 13, 2013, among the Company and the initial purchasers named therein, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class C Certificates” means Pass Through Certificates issued by the Class C Pass Through Trust (including, without limitation, any “Refinancing Certificates” (as such term is defined in the Intercreditor Agreement) issued by a “Refinancing Trust” described in clause (ii) of the definition of “Class C Pass Through Trust”).

“Class C Initial Purchaser” means each of the initial purchasers listed as such in the Class C Certificate Purchase Agreement.

“Class C Issuance Date” means December 20, 2013.

“Class C Pass Through Trust” means (i) the American Airlines Pass Through Trust 2013-2C created pursuant to the Basic Pass Through Trust Agreement, as supplemented by Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date, between the Company and WTC, as Class C Trustee and (ii) any “Refinancing Trust” (as such term is defined in the Intercreditor Agreement) created in connection with any subsequent redemption of Series C Equipment Notes and issuance of new Series C Equipment Notes.

“Class C Pass Through Trust Agreement” means the Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date, between the Company and WTC, in its capacity as pass through trustee thereunder, entered into in connection with the creation of the Class C Pass Through Trust, together with the Basic Pass Through Trust Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

“Class C Trustee” means, with respect to the Class C Pass Through Trust, the trustee under the Class C Pass Through Trust Agreement for the Class C Pass Through Trust, in its capacity as pass through trustee thereunder.

“Related Series C Equipment Note” means, as of any date, a “Series C Equipment Note”, as defined in each Related Indenture, but only if as of such date it is held by the “Subordination Agent” under the “Intercreditor Agreement”, as such terms are defined in such Related Indenture.

“Series C” or “Series C Equipment Notes” means Equipment Notes issued and designated as “Series C Equipment Notes” under the Indenture, in the original principal amount and maturities as specified in **Schedule I** to the Indenture under the heading “Series C Equipment Notes” and bearing interest at the Debt Rate for Series C Equipment Notes specified in **Schedule I** to the Indenture.

“Third 2013-2 Registration Rights Agreement” means, with respect to Class C Certificates, the Registration Rights Agreement, dated as of the Class C Issuance Date, among the Company, the Class C Trustee and certain Class C Initial Purchasers, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

ARTICLE V

Section 5.01 Effective Time of Amendments. The amendments to the Existing Indenture contemplated hereby and the agreements set forth herein shall be effective as of the time of the Series C Closing.

Section 5.02 Ratification. Except as expressly amended hereby, the Existing Indenture shall remain in full force and effect in all respects, and this Second Indenture Amendment shall be construed as supplemental to the Indenture and shall form a part thereof.

Section 5.03 Severability. To the extent permitted by applicable law, any provision of this Second Indenture Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.04 No Oral Modification or Continuing Waivers. No terms or provisions of this Second Indenture Amendment may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Company and the Loan Trustee in compliance with Article IX of the Indenture.

Section 5.05 Successors and Assigns. The terms and provisions contained herein shall bind and inure to the benefit of, and be enforceable by, each of the parties hereto and the successors and permitted assigns of each, all as provided herein and in the Indenture.

Section 5.06 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 5.07 Counterparts. This Second Indenture Amendment may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same counterpart). Each counterpart of this Second Indenture Amendment including a signature page or pages executed by each of the parties hereto shall be an original counterpart of this Second Indenture Amendment, but all of such counterparts together shall constitute one instrument.

Section 5.08 Governing Law. THIS SECOND INDENTURE AMENDMENT HAS BEEN DELIVERED IN THE STATE OF NEW YORK AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE

Section 5.09 Submission to Jurisdiction. Each of the parties hereto, and by acceptance of the Equipment Notes, each Noteholder, to the extent it may do so under applicable law, for purposes hereof (a) irrevocably submits itself to the non-exclusive jurisdiction of the courts of the State of New York sitting in the City of New York and to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any suit, action or other proceeding arising out of this Second Indenture Amendment, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto or thereto, or their successors or permitted assigns and (b) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Second Indenture Amendment or the Equipment Notes or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by such courts.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Indenture Amendment to be duly executed by their respective officers thereof duly authorized, as of the date first above written.

AMERICAN AIRLINES, INC.

By: /s/ Patricia Delgadillo  
Name: Patricia Delgadillo  
Title: Managing Director – Treasury

WILMINGTON TRUST COMPANY, not in its individual capacity, except as expressly provided herein, but solely as Loan Trustee

By: /s/ Melinda Morales  
Name: Melinda Morales  
Title: Financial Services Officer

*Signature Page*

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN



**DESCRIPTION OF EQUIPMENT NOTES**

	<b><u>Original Principal Amount</u></b>	<b><u>Maturity Date</u></b>
Series A Equipment Notes:	\$11,308,000	January 15, 2019
Series B Equipment Notes:	\$ 4,112,000	January 15, 2019
Series C Equipment Notes:	\$ 2,056,000	January 15, 2017

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

CERTAIN DEFINED TERMS

<u>Defined Term</u>	<u>Definition</u>
Debt Rate for Series A Equipment Notes	4.95% per annum. <sup>1</sup>
Make-Whole Spread for Series A Equipment Notes	0.50%.
Debt Rate for Series B Equipment Notes	5.60% per annum. <sup>2</sup>
Make-Whole Spread for Series B Equipment Notes	0.50%.
Debt Rate for Series C Equipment Notes	6.00% per annum. <sup>3</sup>
Make-Whole Spread for Series C Equipment Notes	0.50%.

- 
- 1 The rate per annum specified for Series A Equipment Notes may be changed from time to time as described in the definition of “Debt Rate” in Annex A hereto.
  - 2 The rate per annum specified for Series B Equipment Notes may be changed from time to time as described in the definition of “Debt Rate” in Annex A hereto.
  - 3 The rate per annum specified for Series C Equipment Notes may be changed from time to time as described in the definition of “Debt Rate” in Annex A hereto.

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

EQUIPMENT NOTES AMORTIZATION

SERIES A EQUIPMENT NOTES  
Boeing 737-823  
N907AN

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
January 15, 2014	3.31630722%
July 15, 2014	2.94702874%
January 15, 2015	3.79475840%
July 15, 2015	4.61058366%
January 15, 2016	3.74919331%
July 15, 2016	3.91992660%
January 15, 2017	3.89747117%
July 15, 2017	3.85623532%
January 15, 2018	3.83249284%
July 15, 2018	3.80751247%
January 15, 2019	62.26849027%

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

SERIES B EQUIPMENT NOTES  
Boeing 737-823  
N907AN

<u>Payment Date</u>	<u>Percentage of Original Principal Amount to be Paid</u>
January 15, 2014	2.91405958%
July 15, 2014	3.91400340%
January 15, 2015	4.74638254%
July 15, 2015	2.56540759%
January 15, 2016	4.78232904%
July 15, 2016	4.43909728%
January 15, 2017	4.44586308%
July 15, 2017	4.39646522%
January 15, 2018	4.39492364%
July 15, 2018	4.38926435%
January 15, 2019	59.01220428%

SERIES C EQUIPMENT NOTES  
Boeing 737-823  
N907AN

The principal amount of each Series C Equipment Note will be payable in a single payment on the Maturity Date for the Series C Equipment Note set forth on the first page of this Schedule I.

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

**PASS THROUGH TRUST AGREEMENT AND**

**PASS THROUGH TRUST SUPPLEMENTS**

Pass Through Trust Agreement, dated as of March 12, 2013, between American Airlines, Inc. and Wilmington Trust Company, as trustee, as supplemented by Trust Supplement No. 2013-2A, dated as of the Original Issuance Date,

Pass Through Trust Agreement, dated as of March 12, 2013, between American Airlines, Inc. and Wilmington Trust Company, as trustee, as supplemented by Trust Supplement No. 2013-2B, dated as of the Class B Issuance Date, and

Pass Through Trust Agreement, dated as of March 12, 2013, between American Airlines, Inc. and Wilmington Trust Company, as trustee, as supplemented by Trust Supplement No. 2013-2C, dated as of the Class C Issuance Date.

Second Amendment to  
Indenture and Security Agreement  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

THIS EQUIPMENT NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS EQUIPMENT NOTE MAY NOT BE OFFERED FOR SALE OR SOLD UNLESS EITHER REGISTERED UNDER THE ACT AND SUCH APPLICABLE STATE OR OTHER LAWS OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. IN ADDITION, THIS EQUIPMENT NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO THE PARTICIPATION AGREEMENT REFERRED TO HEREIN.

AMERICAN AIRLINES, INC.  
SERIES 2013-2C N907AN EQUIPMENT NOTE DUE JANUARY 15, 2017  
ISSUED IN CONNECTION WITH THE BOEING MODEL 737-823  
(GENERIC MODEL 737-800) AIRCRAFT  
BEARING UNITED STATES REGISTRATION NUMBER N907AN

No. 1	Date: December 20, 2013	\$2,056,000
DEBT RATE		MATURITY DATE
6.00%		January 15, 2017

AMERICAN AIRLINES, INC. (together with its successors and permitted assigns, the "Company") hereby promises to pay to WILMINGTON TRUST COMPANY, as Subordination Agent under the Intercreditor Agreement, or the registered assignee thereof, the principal amount of Two Million Fifty-Six Thousand Dollars (\$2,056,000) on January 15, 2017 and to pay, on each Payment Date, interest in arrears on the principal amount remaining unpaid from time to time from the date hereof, or from the most recent date to which interest hereon has been paid or duly provided for, until paid in full at a rate per annum (calculated on the basis of a year of 360 days comprised of twelve 30-day months) equal to the Debt Rate shown above, as such Debt Rate may be changed from time to time as described in the definition of "Debt Rate" in Annex A to the Indenture. Notwithstanding anything to the contrary contained herein, if any date on which a payment under this Equipment Note becomes due and payable is not a Business Day, then such payment shall not be made on such scheduled date but shall be made on the next succeeding Business Day with the same force and effect as if made on such

Series C Equipment Note No. 1  
(American Airlines 2013-2 Aircraft EETC)  
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scheduled date, and if payment is made on such next succeeding Business Day, no interest shall accrue on the amount of such payment from and after such scheduled date.

For purposes hereof, the term "Indenture" means the Indenture and Security Agreement (N907AN), dated as of September 9, 2013, between the Company and Wilmington Trust Company, as Loan Trustee (the "Loan Trustee"), as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms. All capitalized terms used in this Equipment Note and not defined herein, unless the context otherwise requires, shall have the respective meanings set forth or incorporated by reference, and shall be construed and interpreted in the manner described, in the Indenture.

This Equipment Note shall bear interest, payable on demand, at the Past Due Rate (and not the Debt Rate) (calculated on the basis of a year of 360 days comprised of twelve 30-day months) on any principal amount and (to the extent permitted by applicable law) Premium Amount, if any, interest and any other amounts payable hereunder not paid when due for any period during which the same shall be overdue, in each case for the period the same is overdue. Amounts shall be overdue if not paid in the manner provided herein or in the Indenture when due (whether at stated maturity, by acceleration or otherwise).

There shall be maintained an Equipment Note Register for the purpose of registering transfers and exchanges of Equipment Notes at the Corporate Trust Office of the Loan Trustee, or at the office of any successor trustee, in the manner provided in Section 2.07 of the Indenture.

The principal amount and interest and other amounts due hereunder shall be payable in Dollars in immediately available funds at the Corporate Trust Office of the Loan Trustee, or as otherwise provided in the Indenture. The Company shall not have any responsibility for the distribution of any such payment to the Noteholder of this Equipment Note. Each such payment shall be made on the date such payment is due and without any presentment or surrender of this Equipment Note, except that in the case of any final payment with respect to this Equipment Note, this Equipment Note shall be surrendered to the Loan Trustee for cancellation.

The holder hereof, by its acceptance of this Equipment Note, agrees that, except as provided in the Indenture, including the subordination provisions referred to below, each payment of an installment of principal amount, interest and Premium Amount, if any, received by it hereunder shall be applied: *first*, to the payment of accrued interest on this Equipment Note (as well as any interest on (i) any overdue principal amount, and (ii) to the extent permitted by law, any overdue Premium Amount, if any, any overdue interest and any other overdue amounts hereunder) to the date of such payment; *second*, to the payment of Premium Amount, if any, with respect to this Equipment Note; *third*, to

the payment of the principal amount of this Equipment Note (or portion thereof) then due hereunder, if any; and *fourth*, the balance, if any, remaining thereafter to the payment of installments of the principal amount of this Equipment Note (or portion thereof) remaining unpaid in the inverse order of their maturity.

This Equipment Note is one of the Equipment Notes referred to in the Indenture which have been or are to be issued by the Company pursuant to the terms of the Indenture. The Collateral is held by the Loan Trustee as security, in part, for the Equipment Notes. The provisions of this Equipment Note are subject to the Indenture, the Related Indentures, the Participation Agreement, the other Operative Documents and the Pass Through Documents. Reference is hereby made to the Indenture, the Related Indentures, the Participation Agreement, the other Operative Documents and the Pass Through Documents for a complete statement of the rights and obligations of the holder of, and the nature and extent of the security for, this Equipment Note (including as a "Related Equipment Note" under each Related Indenture) and the rights and obligations of the holders of, and the nature and extent of the security for, any other Equipment Notes executed and delivered under the Indenture, to all of which terms and conditions in the Indenture, the Related Indentures, the Participation Agreement, the other Operative Documents and the Pass Through Documents each holder hereof agrees by its acceptance of this Equipment Note.

As provided in the Indenture and subject to certain limitations therein set forth, this Equipment Note is exchangeable for an equal aggregate principal amount of Equipment Notes of the same Series of different authorized denominations, as requested by the holder surrendering the same. Prior to the due presentment for registration of transfer of this Equipment Note, the Company and the Loan Trustee shall deem and treat the Person in whose name this Equipment Note is registered on the Equipment Note Register as the absolute owner and holder hereof for the purpose of receiving all amounts payable with respect to this Equipment Note and for all purposes, and neither the Company nor the Loan Trustee shall be affected by notice to the contrary.

This Equipment Note is subject to redemption as provided in Section 2.10, Section 2.11 and Section 2.12 of the Indenture but not otherwise. In addition, this Equipment Note may be accelerated as provided in Section 4.02 of the Indenture.

This Equipment Note is subject to certain restrictions set forth in Section 4.01(a)(ii) and Section 4.01(a)(iii) of the Intercreditor Agreement, as further specified in Section 2.07 of the Indenture, to all of which terms and conditions in the Intercreditor Agreement each holder hereof agrees by its acceptance of this Equipment Note.

The holder hereof, by its acceptance of this Equipment Note, agrees that no payment or distribution shall be made on or in respect of the Secured Obligations (as defined in the Indenture) or the Secured Obligations (as defined in any Related Indenture)



owed to such holder, including, without limitation, any payment or distribution of cash, property or securities after the occurrence of any of the events referred to in Section 4.01(f) of the Indenture or after the commencement of any proceedings of the type referred to in Section 4.01(g), Section 4.01(h) or Section 4.01(i) of the Indenture, except, in each case, as expressly provided in Article III of the Indenture or Article III of the applicable Related Indenture, as appropriate.

The indebtedness evidenced by this Equipment Note is (i) to the extent and in the manner provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of the Secured Obligations in respect of Series A Equipment Notes and Series B Equipment Notes, and certain other Secured Obligations, and (ii) to the extent and in the manner provided in each Related Indenture, subordinate and subject in right of payment to the prior payment in full under such Related Indenture of the "Secured Obligations" in respect of the "Equipment Notes" issued under such Related Indenture, and this Equipment Note is issued subject to such provisions. The Noteholder of this Equipment Note, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Loan Trustee or the Related Loan Trustee under the applicable Related Indenture, as appropriate, on such Noteholder's behalf to take any action necessary or appropriate to effectuate the subordination as provided in this Indenture or the applicable Related Indenture and (c) appoints the Loan Trustee or the Related Loan Trustee under the applicable Related Indenture, as appropriate, as such Noteholder's attorney-in-fact for such purpose.

Without limiting the foregoing, the Noteholder of this Equipment Note, by accepting the same, agrees that if such Noteholder, in its capacity as a Noteholder, shall receive any payment or distribution on any Secured Obligation in respect of this Equipment Note that it is not entitled to receive under Section 2.13 or Article III of the Indenture, it shall hold any amount so received in trust for the Loan Trustee and forthwith turn over such amount to the Loan Trustee in the form received to be applied as provided in Article III of the Indenture.

Unless the certificate of authentication hereon has been executed by or on behalf of the Loan Trustee by manual signature, this Equipment Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

**THIS EQUIPMENT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

IN WITNESS WHEREOF, the Company has caused this Equipment Note to be executed in its corporate name by its officer thereunto duly authorized on the date hereof.

AMERICAN AIRLINES, INC.

By: /s/ Thomas T. Weir

Name: Thomas T. Weir

Title: Vice President and Treasurer

*Signature Page*

Series C Equipment Note No. 1  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

**LOAN TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION**

This is one of the Equipment Notes referred to in the within-mentioned Indenture.

WILMINGTON TRUST COMPANY,

not in its individual capacity but solely as Loan Trustee

By: /s/ Adam R. Vogelsong

Name: Adam R. Vogelsong

Title: Vice President

*Authentication Page*

Series C Equipment Note No. 1  
(American Airlines 2013-2 Aircraft EETC)  
N907AN

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the “Agreement”) is made and entered into December 20, 2013, among American Airlines, Inc., a Delaware corporation (the “Company”), Wilmington Trust Company, as Trustee (as defined below) and Morgan Stanley & Co. LLC (“Morgan Stanley”), Credit Suisse Securities (USA) LLC (“Credit Suisse”), Deutsche Bank Securities Inc. (“Deutsche Bank”), Goldman, Sachs & Co. (“Goldman Sachs”), Citigroup Global Markets Inc. (“Citigroup”) and J.P. Morgan Securities LLC (“J.P. Morgan”), in their capacity as representatives (the “Representatives”) of the several initial purchasers set forth in the Certificate Purchase Agreement (together with the Representatives, the “Initial Purchasers”).

This Agreement is made pursuant to the Purchase Agreement (the “Certificate Purchase Agreement”), dated December 13, 2013, between the Company and the Initial Purchasers, which provides for the sale to the Initial Purchasers of \$256,018,000 aggregate principal amount of 6.00% American Airlines Pass Through Certificates, Series 2013-2C (the “Certificates”). In order to induce the Initial Purchasers to enter into the Certificate Purchase Agreement, the Company has agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution of this Agreement is a condition to the closing under the Certificate Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

“1933 Act” shall mean the Securities Act of 1933, as amended from time to time.

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Agreement” shall have the meaning set forth in the preamble.

“Bankruptcy Code” means the United States Bankruptcy Code, 11 United States Code §§101 *et seq.*, as amended from time to time, or any successor statutes thereto.

“Basic Pass Through Trust Agreement” shall mean the Pass Through Trust Agreement, dated as of March 12, 2013, between the Company and the Trustee.

“Certificate Purchase Agreement” shall have the meaning set forth in the preamble.

“Certificates” shall have the meaning set forth in the preamble.

“Class A Certificates” shall have the meaning set forth in the Class A Trust Supplement.

“Class A Registration Rights Agreement” shall mean the registration rights agreement, dated as of July 31, 2013, among the Company, the representatives of the initial purchasers party thereto and Wilmington Trust Company, as trustee with respect to the Class A Trust.

“Class A Trust” shall have the meaning set forth in the Class A Trust Supplement.

“Class A Trust Supplement” shall mean the Trust Supplement No. 2013-2A, dated as of July 31, 2013, between the Company and Wilmington Trust Company, as trustee thereunder.

“Class B Certificates” shall have the meaning set forth in the Class B Trust Supplement.

“Class B Trust” shall have the meaning set forth in the Class B Trust Supplement.

“Class B Trust Supplement” shall mean the Trust Supplement No. 2013-2B, dated as of November 27, 2013, between the Company and Wilmington Trust Company, as trustee thereunder.

“Closing Date” shall mean December 20, 2013.

“Company” shall have the meaning set forth in the preamble and shall also include the Company’s successors.

“Exchange Certificates” shall mean certificates issued under the Pass Through Trust Agreement containing terms identical to the Certificates (except that (i) interest thereon shall accrue from the last date on which interest was paid on the Certificates or, if no such interest was paid, December 20, 2013, and (ii) the Exchange Certificates are not entitled to the additional interest specified in Section 2(d) below) and to be offered to Holders of the Certificates in exchange for such Certificates pursuant to the Exchange Offer.

“Exchange Dates” shall have the meaning set forth in Section 2(a)(ii) hereof.

“Exchange Deadline” shall have the meaning set forth in Section 2(a) hereof.

“Exchange Offer” shall mean the exchange offer by the Company of the Exchange Certificates for the Registrable Certificates pursuant to Section 2(a) hereof.

“Exchange Offer Registration” shall mean a registration under the 1933 Act effected pursuant to Section 2(a) hereof.

“Exchange Offer Registration Statement” shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, including post-effective

amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“Existing Bankruptcy Case” shall mean cases of the Company and certain of its affiliates commenced under Chapter 11 of the Bankruptcy Code on November 29, 2011 in the United States Bankruptcy Court for the Southern District of New York and jointly administered under case number 11-15462 (SHL).

“Free Writing Prospectus” shall mean each free writing prospectus (as defined in Rule 405 under the 1933 Act) prepared by or on behalf of the Company or used by the Company in connection with the Exchange Certificates or the Registrable Certificates.

“Holder” shall mean the Initial Purchasers, for so long as they own any Registrable Certificates, and each of their successors, assigns and direct and indirect transferees who become registered owners of Registrable Certificates under the Pass Through Trust Agreement; provided that for purposes of Sections 4 and 5 of this Agreement, the term “Holder” shall include Participating Broker-Dealers (as defined in Section 4(a)).

“Initial Purchasers” shall have the meaning set forth in the preamble.

“Issuer Information” shall mean material information about the Company or the Certificates that has been provided by or on behalf of the Company.

“Majority Holders” shall mean the Holders of a majority of the aggregate principal amount of the outstanding Registrable Certificates; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Certificates is required hereunder, Registrable Certificates held by the Company or any of its affiliates (as such term is defined in Rule 405 under the 1933 Act) (other than the Initial Purchasers or subsequent Holders of such Registrable Certificates if such subsequent Holders are deemed to be such affiliates solely by reason of their holding of such Registrable Certificates) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount.

“Pass Through Trust Agreement” shall mean the Basic Pass Through Trust Agreement, as supplemented by the Trust Supplement.

“Person” shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

“Plan Effective Date” shall mean the effective date of any plan of reorganization filed in the Existing Bankruptcy Case and confirmed pursuant to Section 1129 of the Bankruptcy Code, which has occurred on December 9, 2013.

“Prospectus” shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with

respect to the terms of the offering of any portion of the Registrable Certificates covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including all material incorporated by reference therein.

“Registrable Certificates” shall mean the Certificates; provided, however, that the Certificates shall cease to be Registrable Certificates (i) when such Certificates are exchanged for Exchange Certificates, (ii) when a Registration Statement with respect to such Certificates shall have been declared effective under the 1933 Act and such Certificates shall have been disposed of pursuant to such Registration Statement, or (iii) when such Certificates shall have otherwise ceased to be outstanding.

“Registration Expenses” shall mean any and all expenses incident to performance of or compliance by the Company with this Agreement, including without limitation: (i) all SEC or Financial Industry Regulatory Authority registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any underwriters or Holders in connection with blue sky qualification of any of the Exchange Certificates or Registrable Certificates), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto, any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees (it being understood that no rating agency shall be engaged by an Initial Purchaser), (v) all fees and disbursements relating to the qualification of the Pass Through Trust Agreement under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Company and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders and which counsel may also be counsel for the Initial Purchasers) and (viii) the fees and disbursements of the independent public accountants of the Company, including the expenses of any special audits or “cold comfort” letters required by or incident to such performance and compliance, but excluding fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of the Registrable Certificates by a Holder.

“Registration Statement” shall mean any registration statement of the Company that covers any of the Exchange Certificates or Registrable Certificates pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“SEC” shall mean the Securities and Exchange Commission.

“Second 2013-2 Registration Rights Agreement” shall mean the registration rights agreement, dated as of November 27, 2013, among the Company, the representatives of

the initial purchasers party thereto and Wilmington Trust Company, as trustee with respect to the Class B Trust.

“Shelf Registration” shall mean a registration effected pursuant to Section 2(b) hereof.

“Shelf Registration Deadline” shall have the meaning set forth in Section 2(b) hereof.

“Shelf Registration Statement” shall mean a “shelf” registration statement of the Company pursuant to the provisions of Section 2(b) of this Agreement which covers all of the Registrable Certificates on an appropriate form under Rule 415 under the 1933 Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“TIA” shall have the meaning set forth in Section 3(1) hereof.

“Trust” shall mean the “Class C Trust” (as defined in the Pass Through Trust Agreement).

“Trust Supplement” shall mean the Trust Supplement No. 2013-2C, dated as of the date hereof, between the Company and the Trustee.

“Trustee” shall mean Wilmington Trust Company, as trustee with respect to the Certificates under the Pass Through Trust Agreement.

“Underwriter” shall have the meaning set forth in Section 3 hereof.

“Underwritten Registration” or “Underwritten Offering” shall mean a registration in which Registrable Certificates are sold to an Underwriter for reoffering to the public.

## 2. Registration Under the 1933 Act.

(a) To the extent not prohibited by any applicable law or applicable interpretation of the Staff of the SEC and subject to the condition set forth in Section 2(b), the Company shall use its reasonable best efforts to cause to be filed an Exchange Offer Registration Statement covering the offer by the Company to the Holders who are not prohibited by any law or policy of the SEC, or applicable interpretation of the Staff of the SEC, from participating in the Exchange Offer to exchange all of the Registrable Certificates for Exchange Certificates, to have such Exchange Offer Registration Statement declared effective and to have such Exchange Offer Registration Statement remain effective until the closing of such Exchange Offer. The Company shall commence such Exchange Offer promptly after such Exchange Offer Registration Statement has been declared effective by the SEC and use its reasonable best efforts to have such Exchange Offer consummated not later than 270 days after the Plan Effective Date (or, if the last day of such 270 day period is not a business day, the first business day thereafter) (the “Exchange Deadline”). The Company shall commence such Exchange Offer by mailing the



related exchange offer Prospectus and accompanying documents to each Holder, through DTC or otherwise, stating in such Prospectus or accompanying documents, in addition to such other disclosures as are required by applicable law:

- (i) that such Exchange Offer is being made pursuant to this Agreement and that all Registrable Certificates validly tendered and not withdrawn will be accepted for exchange;
- (ii) the dates of acceptance for exchange (which shall be a period of at least 20 business days from the date such notice is mailed) (such dates, the “Exchange Dates”);
- (iii) that any Registrable Certificate not tendered will remain outstanding and continue to accrue interest, but will not retain any rights under this Agreement;
- (iv) that Holders electing to have a Registrable Certificate exchanged pursuant to such Exchange Offer will be required to surrender such Registrable Certificate, together with the enclosed letters of transmittal, to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice prior to the close of business on the last Exchange Date; and
- (v) that Holders will be entitled to withdraw their election, not later than the close of business on the last Exchange Date, by sending to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice a telegram, facsimile transmission or letter setting forth the name of such Holder, the principal amount of the Registrable Certificates delivered for exchange and a statement that such Holder is withdrawing his election to have such Registrable Certificates exchanged.

As soon as practicable after the last Exchange Date for any such Exchange Offer, the Company shall:

- (i) accept for exchange the Registrable Certificates or portions thereof tendered and not validly withdrawn pursuant to such Exchange Offer; and
- (ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Certificates or portions thereof so accepted for exchange by the Company and, subject to Section 4.01(f) and Section 4.04 of the Trust Supplement, cause the Trustee to promptly issue, authenticate and mail to each Holder, an Exchange Certificate equal in principal amount to the principal amount of the Registrable Certificates surrendered by such Holder.

The Company shall use its reasonable best efforts to complete the Exchange Offer as provided above and shall comply with the applicable requirements of the 1933 Act, the 1934 Act and other applicable laws and regulations in connection with such Exchange Offer. Except as set forth in Section 2(b), such Exchange Offer shall not be subject to any conditions, other than that such Exchange Offer does not violate applicable law or any applicable interpretation of the Staff of the SEC. The Company shall inform the Initial Purchasers of the names and addresses known to the Company (including through DTC) of the Holders to whom such Exchange Offer is made,

and the Initial Purchasers shall have the right, subject to applicable law, to contact such Holders and otherwise facilitate the tender of the Registrable Certificates in such Exchange Offer.

If the Company effects the Exchange Offer, the Company shall be entitled to close such Exchange Offer twenty (20) business days after such commencement (provided that the Company has accepted all the Certificates theretofore validly tendered and not withdrawn in accordance with the terms of such Exchange Offer).

Each Holder participating in the Exchange Offer shall be required to represent to the Company in writing that at the time of the consummation of such Exchange Offer (i) any Exchange Certificates received by such Holder will be acquired by such Holder in the ordinary course of business, (ii) such Holder will have no arrangements or understanding with any Person to participate in the distribution (within the meaning of the 1933 Act) of the Certificates or such Exchange Certificates, (iii) such Holder is not an affiliate of the Company within the meaning of Rule 405 under the 1933 Act, (iv) if such Holder is not a broker dealer, that it is not engaged in, and does not intend to engage in, the distribution of such Exchange Certificates and (v) if such Holder is a broker dealer, that it will receive such Exchange Certificates for its own account in exchange for such Certificates that were acquired as a result of market making activities or other trading activities and that it will be required to acknowledge that it will deliver a prospectus in connection with the resale of such Exchange Certificates.

(b) (X) In the event that the Company determines (1) that the Exchange Offer Registration provided for in Section 2(a) above is not available or may not be consummated by the Exchange Deadline because it would violate applicable law or the applicable interpretations of the Staff of the SEC or (2) the issuance of the Exchange Certificates would cause the Trust to be required to become registered as an investment company under the Investment Company Act of 1940, as amended, (Y) in the event that the Company determines that the "Exchange Offer Registration" (as defined in the Class A Registration Rights Agreement) provided for in Section 2(a) of the Class A Registration Rights Agreement is not available to Class A Certificates or if such "Exchange Offer Registration" is not consummated for any reason and a "Shelf Registration Statement" (as defined in the Class A Registration Rights Agreement) is filed with respect to Class A Certificates, or (Z) in the event that the Company determines that the "Exchange Offer Registration" (as defined in the Second 2013-2 Registration Rights Agreement) provided for in Section 2(a) of the Second 2013-2 Registration Rights Agreement is not available to Class B Certificates or if such "Exchange Offer Registration" is not consummated for any reason and a "Shelf Registration Statement" (as defined in the Class B Registration Rights Agreement) is filed with respect to Class B Certificates, then the Company (in the case of clause (X)) shall, and (in the case of clause (Y) or (Z)) shall have the option to, in lieu of effecting the registration of the Exchange Certificates pursuant to an Exchange Offer Registration Statement and at no cost to the holders of the Registrable Certificates, (i) as promptly as practicable, file with the SEC a shelf registration statement covering resales of the Registrable Certificates (each, a "Shelf Registration Statement"), (ii) use its reasonable best efforts to cause such Shelf Registration Statement to be declared or otherwise become effective under the Securities Act by the 90th day after the Exchange Deadline (or, if such 90th day is not a business day, the first business day thereafter) (the "Shelf Registration Deadline") and (iii) use its reasonable best efforts to keep effective such Shelf Registration Statement for a period of one year after its effective date (or for such shorter period as shall end when all of the Registrable

Certificates covered by such Shelf Registration Statement have been sold pursuant thereto or may be freely sold pursuant to Rule 144 under the Securities Act). The Company further agrees to supplement or amend any such Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the 1933 Act or by any other rules and regulations thereunder for shelf registration or if reasonably requested by a Holder with respect to information relating to such Holder, and to use its reasonable best efforts to cause any such amendment to become effective and such Shelf Registration Statement to become usable as soon as thereafter practicable. The Company agrees to furnish to the Holders of Registrable Certificates copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Company shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) and Section 2(b). Each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Certificates pursuant to a Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a) hereof or a Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC or otherwise becomes effective under SEC rules. As provided for in the Pass Through Trust Agreement, if neither such Exchange Offer is consummated nor such Shelf Registration Statement is declared effective or otherwise becomes effective under SEC rules on or prior to the Shelf Registration Deadline, the interest rate on the Certificates will be increased by 0.50% per annum effective as of the first day after the Shelf Registration Deadline but only until such Exchange Offer is consummated or such Shelf Registration Statement is declared or otherwise becomes effective under SEC rules. If such Shelf Registration Statement ceases to be available for more than 45 days during any three-month period or 120 days within any twelve-month period, during the period that such Shelf Registration Statement is required to be available pursuant to Section 2(b), the interest rate per annum borne by the Certificates shall be increased by 0.50% from the 46th day or 121st day, as applicable, until such time as such Shelf Registration Statement again becomes available; provided that for the purpose of this sentence, such Shelf Registration Statement shall be deemed to have ceased to be available during:

- (A) any period in which the offering of the Registrable Certificates pursuant to such Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court;
- (B) the occurrence of any event or the existence of any fact, as a result of which such Shelf Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to which notice has been given by the Company pursuant to Section 3(i); or
- (C) the occurrence or existence of any pending corporate development that, in the discretion of the Company, makes it appropriate to suspend the availability of such Shelf Registration Statement with respect to which notice has been given by the Company pursuant to Section 3(e).

(e) The maximum possible increase in the interest rate per annum on the Certificates pursuant to Section 2(d) hereof, at any time, shall be 0.50%.

(f) Without limiting the remedies available to the Initial Purchasers and the applicable Holders, the Company acknowledges that any failure by the Company to comply with its obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Initial Purchasers or such Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers or any such Holder may obtain such relief as may be required to specifically enforce the Company's obligations under Section 2(a) and Section 2(b) hereof.

(g) Each Holder of Certificates agrees that, for so long as Certificates remain outstanding, such Holder may offer, sell or otherwise transfer Certificates only to qualified institutional buyers in compliance with, and within the meaning of, Rule 144A of the rules and regulations promulgated under the 1933 Act. In addition, each Holder of Certificates or Exchange Certificates issued with respect to Certificates, as the case may be, agrees that, for so long as such Certificates remain outstanding, including after the consummation of an Exchange Offer Registration as provided in Section 2(a) above or a Shelf Registration as provided in Section 2(b) above, such Certificates shall bear the restrictive legends set forth in Section 4.02 or 4.03, as applicable, of the Trust Supplement.

### 3. Registration Procedures.

In connection with the obligations of the Company with respect to the Registration Statements pursuant to Section 2(a) and Section 2(b) hereof, the Company shall as reasonably expeditiously as possible:

(a) prepare and file with the SEC a Registration Statement on the appropriate form under the 1933 Act, which form (x) shall be selected by the Company, (y) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Certificates by the selling Holders thereof and (z) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 2 hereof;

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period under this Agreement and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the 1933 Act; to keep each Prospectus current during the period described under Section 4(3) and Rule 174 under the 1933 Act that is applicable to transactions by brokers or dealers with respect to the Registrable Certificates or Exchange Certificates;

(c) in the case of a Shelf Registration, furnish to each Holder of Registrable Certificates, to counsel for the Initial Purchasers, to counsel for such Holder and to each

Underwriter of an Underwritten Offering of Registrable Certificates, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or Underwriter may reasonably request, in order to facilitate the public sale or other disposition of such Registrable Certificates; and the Company consents to the use of such Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the selling Holders of such Registrable Certificates and any such Underwriters in connection with the offering and sale of such Registrable Certificates covered by and in the manner described in such Prospectus or any amendment or supplement thereto in accordance with applicable law;

(d) use its reasonable best efforts to register or qualify the Registrable Certificates under all applicable state securities or “blue sky” laws of such jurisdictions as any Holder of such Registrable Certificates covered by a Registration Statement shall reasonably request in writing by the time the Registration Statement is declared effective by the SEC, to cooperate with such Holders in connection with any filings required to be made with the Financial Industry Regulatory Authority and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Certificates owned by such Holder; provided, however, that the Company shall not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (ii) file any general consent to service of process or (iii) subject itself to taxation in any such jurisdiction if it is not so subject;

(e) in the case of a Shelf Registration, notify each Holder of Registrable Certificates who has provided contact information to the Company, counsel for such Holder and counsel for the Initial Purchasers promptly and, if requested by any such Holder or counsel, confirm such advice in writing (i) when such Shelf Registration Statement has become effective and when any post-effective amendment thereto has been filed and becomes effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to such Shelf Registration Statement and related Prospectus or for material additional information after such Shelf Registration Statement has become effective, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of such Shelf Registration Statement or the initiation of any proceedings for that purpose, (iv) if, between the effective date of such Shelf Registration Statement and the closing of any sale of such Registrable Certificates covered thereby, the representations and warranties of the Company contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to the offering cease to be true and correct in all material respects or if the Company receives any notification with respect to the suspension of the qualification of such Registrable Certificates for sale in any jurisdiction or the initiation of any proceeding for such purpose, (v) of the happening of any event during the period such Shelf Registration Statement is effective which makes any statement made in such Shelf Registration Statement or the related Prospectus untrue in any material respect or which requires the making of any changes in such Shelf Registration Statement or such Prospectus in order to make the statements therein (in the

case of such Prospectus, in the light of the circumstances under which they were made) not misleading, (vi) of the occurrence of (but not the nature of or details concerning) any event described in Section 2(d)(C) above and (vii) of any determination by the Company that a post-effective amendment to such Registration Statement would be appropriate;

(f) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment and provide immediate notice to each Holder of the withdrawal of any such order;

(g) in the case of a Shelf Registration, furnish to each Holder of Registrable Certificates, without charge, at least one conformed copy of each such Shelf Registration Statement and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Certificates to facilitate the timely preparation and delivery of certificates representing such Registrable Certificates to be sold and bearing the restrictive legends set forth in Section 4.03 of the Trust Supplement and enable such Registrable Certificates to be in such denominations (consistent with the provisions of the Pass Through Trust Agreement) and registered in such names as such selling Holders may reasonably request at least two business days prior to the closing of any sale of such Registrable Certificates;

(i) in the case of a Shelf Registration, upon the occurrence of any event contemplated by Section 3(e)(v) hereof, use its reasonable best efforts to prepare and file with the SEC a supplement or post-effective amendment to a Shelf Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Certificates, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company agrees to notify the Holders to suspend use of such Prospectus as promptly as practicable after the occurrence of such an event, and such Holders hereby agree to suspend use of such Prospectus until the Company has amended or supplemented such Prospectus to correct such misstatement or omission;

(j) within a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or any document which is to be incorporated by reference into a Registration Statement or a Prospectus after initial filing of a Registration Statement, provide copies of such document to the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) and make such of the representatives of the Company as shall be reasonably requested by the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders or their counsel) available for discussion of such document, and shall not at any time file or make any amendment to such Registration Statement, any such Prospectus or any amendment of or supplement to such Registration Statement or such Prospectus or any document which is to be incorporated by reference into such Registration Statement

or such Prospectus, of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders or their counsel) shall reasonably object, except for any amendment or supplement or document (a copy of which has been previously furnished to the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel)) which counsel to the Company shall advise the Company in writing is required in order to comply with applicable law; the Initial Purchasers agree, and, by virtue of the acquisition of the Registrable Certificates, the Holders agree, that, if they receive timely notice and documents under this clause (j), they will not take actions or make objections under this clause (j) such that the Company is unable to comply with its obligations under Section 2(a) or Section 2(b) hereof;

(k) obtain a CUSIP number for each of the Exchange Certificates or the Registrable Certificates, as the case may be, not later than the effective date of a Registration Statement (it being understood that the CUSIP number for Certificates issued in connection with a Shelf Registration or Exchange Certificates issued with respect to Certificates in connection with an Exchange Offer Registration will be a restricted CUSIP number that reflects the restrictive legends set forth in Section 4.03 of the Trust Supplement);

(l) cause the Pass Through Trust Agreement to be qualified under the Trust Indenture Act of 1939, as amended (the "TIA"), in connection with the registration of the Exchange Certificates or Registrable Certificates, as the case may be, cooperate with the Trustee and the Holders to effect such changes to the Pass Through Trust Agreement as may be required for the Pass Through Trust Agreement to be so qualified in accordance with the terms of the TIA and execute, and use its reasonable best efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Pass Through Trust Agreement to be so qualified in a timely manner;

(m) in the case of a Shelf Registration, make available for inspection by a representative of the Holders of the Registrable Certificates, any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, and attorneys and accountants designated by such Holders, at reasonable times and in a reasonable manner, all financial and other records, pertinent documents and properties of the Company, and cause the respective officers, directors and employees of the Company to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with such Shelf Registration Statement; provided, however, that any records, information or documents that are reasonably designated by the Company as confidential at the time of delivery of such records, information or documents shall be kept confidential by such persons, unless (i) such records, information or documents are in the public domain or otherwise publicly available, (ii) disclosure of such records, information or documents is required by court or administrative order or is necessary to respond to inquiries of regulatory authorities (subject to the requirements of such order, and only after such person shall have given the Company prompt, and, if

possible, at least 48 hours, prior written notice of such requirements so that the Company, at its expense, may undertake appropriate action to prevent disclosure of such information or records; provided that, should it be determined their disclosure is required, such person will take all precautions in consultation with the Company to preserve the confidentiality of such records, information or documents), (iii) disclosure of such records, information or documents is required by law (including any disclosure requirements pursuant to federal securities laws in connection with the filing of any Registration Statement or the use of any Prospectus referred to in this Agreement) or (iv) such records, information or documents become available to any such person from a source other than the Company and that such person reasonably believes was entitled to disclose such records, information or documents to such person, and such sources is not subject to any contractual, legal, fiduciary or other obligation of confidentiality;

(n) if reasonably requested by any Holder of Registrable Certificates covered by a Registration Statement, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably requests to be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Company has received notification of the matters to be incorporated in such filing; and

(o) at least up until the Exchange Deadline, use its reasonable best efforts to cause the Registrable Certificates or the Exchange Certificates, as the case may be, to continue to be rated by two nationally recognized statistical rating organizations (as such term is defined in Section 3(a)(62) under the 1934 Act);

(p) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith (including those requested by the Majority Holders of Registrable Certificates being sold) in order to expedite or facilitate the disposition of such Registrable Certificates pursuant to an Underwritten Offering and in such connection, (i) to the extent possible, make such representations and warranties to such Holders and the Underwriters of such Registrable Certificates with respect to the business of the Company and its subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested, (ii) obtain opinions of counsel to the Company (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to such Majority Holders of Registrable Certificates being sold and such Underwriters and their respective counsel) addressed to each selling Holder and Underwriter of such Registrable Certificates, covering the matters customarily covered in opinions requested in connection with underwritten firm commitment offerings, (iii) obtain "cold comfort" letters from the independent certified public accountants of the Company (and, if necessary, any other certified public accountant of any subsidiary of the Company, or of any business acquired by the Company for which financial statements and financial data are or are required to be included in such Registration Statement) addressed to each such selling Holder and Underwriter of such Registrable Certificates, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection



with underwritten firm commitment offerings, and (iv) deliver such documents and certificates as may be reasonably requested by such Holders of a majority in principal amount of such Registrable Certificates being sold or such Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Company made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in an underwriting agreement.

In the case of a Shelf Registration Statement, the Company may require each Holder of the Registrable Certificates to furnish to the Company such information regarding such Holder and the proposed distribution by such Holder of such Registrable Certificates as the Company may from time to time reasonably request in writing. The Company may exclude from such registrations the Registrable Certificate of any Holder who fails to furnish such information within 30 days after receiving such request. Each Holder further agrees, by acquisition of the Registrable Certificates, to notify the Company, within ten business days of a request from the Company, of the amount of such Registrable Securities sold pursuant to such Shelf Registration Statement and, in the absence of a response, the Company may assume that all of such Holder's Registrable Certificates were sold.

In the case of a Shelf Registration Statement, each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e)(v) hereof, such Holder will forthwith discontinue disposition of the Registrable Certificates pursuant to a Shelf Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(i) hereof, and, if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Certificates current at the time of receipt of such notice. If the Company shall give any such notice to suspend the disposition of such Registrable Certificates pursuant to such Registration Statement, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when such Holders shall have received copies of the supplemented or amended Prospectus necessary to resume such dispositions. The Company may give any such notice only twice during any 365-day period and any such suspensions may not exceed 45 days for each suspension and there may not be more than two suspensions in effect during any 365-day period.

The Holders of Registrable Certificates covered by a Shelf Registration Statement who desire to do so may sell such Registrable Certificates in an Underwritten Offering. In any such Underwritten Offering if requested by the Majority Holders of such Registrable Certificates, the investment banker or investment bankers and manager or managers (such persons, the "Underwriters") that will administer the offering will be selected by the Majority Holders of such Registrable Certificates included in such offering, subject to the consent of the Company (which shall not be unreasonably withheld).

#### 4. Participation of Broker-Dealers in Exchange Offer.

(a) The Staff of the SEC has taken the position that any broker-dealer that receives Exchange Certificates for its own account in the Exchange Offer in exchange for such Certificates that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer"), may be deemed to be an "underwriter" within the meaning of the 1933 Act and must deliver a prospectus meeting the requirements of the 1933 Act in connection with any resale of such Exchange Certificates.

The Company understands that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Certificates, without naming the Participating Broker-Dealers or specifying the amount of Exchange Certificates owned by them, such Prospectus may be delivered by Participating Broker-Dealers to satisfy their prospectus delivery obligation under the 1933 Act in connection with resales of Exchange Certificates for their own accounts, so long as the Prospectus otherwise meets the requirements of the 1933 Act.

(b) In light of Section 4(a), notwithstanding the other provisions of this Agreement, the Company agrees that the provisions of this Agreement as they relate to a Shelf Registration shall also apply to an Exchange Offer Registration to the extent, and with such reasonable modifications thereto as may be, reasonably requested by the Initial Purchasers or by one or more Participating Broker-Dealers, in each case as provided in clause (ii) below, in order to expedite or facilitate the disposition of any Exchange Certificates by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above; provided that:

(i) the Company shall not be required to amend or supplement the Prospectus contained in such Exchange Offer Registration Statement, as would otherwise be contemplated by Section 3(i), (A) after such Participating Broker-Dealers shall have disposed of the Registrable Certificates or (B) for a period exceeding 90 days after the last Exchange Date (as such period may be extended pursuant to the penultimate paragraph of Section 3 of this Agreement) and such Participating Broker-Dealers shall not be authorized by the Company to deliver and shall not deliver such Prospectus after such period in connection with the resales contemplated by this Section 4; and

(ii) the application of such Shelf Registration procedures set forth in Section 3 of this Agreement to such Exchange Offer Registration, to the extent not required by the positions of the Staff of the SEC or the 1933 Act and the rules and regulations thereunder, will be in conformity with the reasonable request to the Company by the Initial Purchasers or with the reasonable request in writing to the Company by one or more broker-dealers who certify to the Initial Purchasers and the Company in writing that they anticipate that they will be Participating Broker-Dealers; and provided further that, in connection with such application of such Shelf Registration procedures set forth in Section 3 to such Exchange Offer Registration, the Company shall be obligated (x) to deal only with the two entities representing the Participating Broker-Dealers, which shall be Morgan Stanley and Deutsche Bank unless they elect not to act as such representatives, (y) to pay the fees and expenses of only one counsel representing the

Participating Broker-Dealers, which shall be counsel to the Initial Purchasers unless such counsel elects not to so act and (z) to cause to be delivered only one, if any, "cold comfort" letter with respect to the Prospectus in the form existing on the last Exchange Date and with respect to each subsequent amendment or supplement, if any, effected during the period specified in clause (i) above.

(c) The Initial Purchasers shall have no liability to the Company or any Holder with respect to any request that it may make pursuant to Section 4(b) above.

#### 5. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless the Initial Purchasers, each Holder and each Person, if any, who controls any Initial Purchaser or any such Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, or is under common control with, or is controlled by, any Initial Purchaser or any such Holder, from and against all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred by the Initial Purchasers, any such Holder or any such controlling or affiliated Person in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto) pursuant to which Exchange Certificates or Registrable Certificates were registered under the 1933 Act, including all documents incorporated therein by reference, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or caused by any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), any Free Writing Prospectus or any Issuer Information filed or required to be filed pursuant to Rule 433(d) under the 1933 Act in each case, taken together with such Prospectus, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to the Initial Purchasers or any such Holder furnished to the Company in writing through Morgan Stanley, Credit Suisse, Deutsche Bank, Goldman Sachs, Citigroup and J.P. Morgan or any such selling Holder expressly for use therein. In connection with any Underwritten Offering permitted by Section 3, the Company will also indemnify the Underwriters, if any, and dealers participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the 1933 Act and the 1934 Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Initial Purchasers and the other selling Holders, and each of their respective directors, officers who sign the Registration Statement and each Person, if any, who controls the Company, any Initial Purchaser and any other such selling Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act to the same extent as the foregoing indemnity from the Company to the Initial Purchasers and such Holders, but only with reference to information relating to such Holder furnished to the Company in writing by

such Holder expressly for use in any such Registration Statement (or any amendment thereto), any Prospectus (or any amendment or supplement thereto) or any Free Writing Prospectus.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to either paragraph (a) or paragraph (b) above, such Person (the "indemnified party") shall promptly notify the Person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (a) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Initial Purchasers and all Persons, if any, who control any Initial Purchaser within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, (b) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, its officers who sign the Registration Statement and each Person, if any, who controls the Company within the meaning of either such Section and (c) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Holders and all Persons, if any, who control any such Holders within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In such case involving the Initial Purchasers and Persons who control the Initial Purchasers, such firm shall be designated in writing by the Initial Purchasers. In such case involving such Holders and such Persons who control such Holders, such firm shall be designated in writing by the Majority Holders. In all other cases, such firm shall be designated by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but, if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 90 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party for such fees and expenses of counsel in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which such indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a

statement as to or an admission of fault, culpability or failure to act by or on behalf of such indemnified party.

(d) If the indemnification provided for in paragraph (a) or paragraph (b) of this Section 5 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the Holders shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by such Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Such Holders' respective obligations to contribute pursuant to this Section 5(d) are several in proportion to the respective principal amount of the Registrable Certificates of such Holder that were registered pursuant to a Registration Statement.

(e) The Company and each Holder agree that it would not be just or equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, no such Holder shall be required to indemnify or contribute any amount in excess of the amount by which the total price at which Registrable Certificates were sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchasers, any Holder or any Person controlling any Initial Purchaser or any Holder, or by or on behalf of the Company, its officers or directors or any Person controlling the Company, (iii) acceptance of any of the Exchange Certificates and (iv) any sale of Registrable Certificates pursuant to a Shelf Registration Statement.

## 6. Miscellaneous.

(a) No Inconsistent Agreements. The Company has not entered into, and on or after the date of this Agreement will not enter into, any agreement which is inconsistent with the rights granted to the Holders of Registrable Certificates in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's other issued and outstanding securities under any such agreements. For the avoidance of doubt, nothing herein shall prevent the Company from entering into any registration rights agreement with respect to any of the Company's issued and outstanding securities or any securities to be issued by the Company from time to time.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company has obtained the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Registrable Certificates affected by such amendment, modification, supplement, waiver or consent; provided, however, that no amendment, modification, supplement, waiver or consent to any departure from the provisions of Section 5 hereof shall be effective as against any Holder of Registrable Certificates unless consented to in writing by such Holder.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Initial Purchasers, c/o Morgan Stanley & Co. LLC, 1585 Broadway, 29<sup>th</sup> Floor, New York, New York 10036, facsimile no. (212) 507-8999, attention: Investment Banking Division, c/o Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010, attention: LCD-IBD, c/o Deutsche Bank Securities Inc., 60 Wall Street, Second Floor, New York, New York 10005, facsimile no. (212) 797-4877, attention: Leveraged Debt Capital Markets, with a copy to Deutsche Bank Securities Inc., 60 Wall Street, Second Floor, New York, New York 10005, facsimile no. (212) 797-4561, attention: General Counsel, c/o Goldman, Sachs & Co. LLC, 200 West Street, New York, New York 10282, facsimile no. (212) 902-9316, attention: Registration Department, c/o Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, facsimile no. (646) 291-3586, attention: Office of the General Counsel, c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, facsimile no. (917) 464-8907, attention: Michael K. Clare; and (ii) if to the Company, initially at P.O. Box 619616, Dallas/Fort Worth Airport, Texas 75261-9616, facsimile no. (817) 967-2199, attention of the Treasurer and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c).

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when receipt is acknowledged, if telecopied; and on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands, or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Pass Through Trust Agreement.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Certificates in violation of the terms of the Certificate Purchase Agreement or the Pass Through Trust Agreement. If any transferee of any Holder shall acquire Registrable Certificates, in any manner, whether by operation of law or otherwise, such Registrable Certificates shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Certificates such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Initial Purchasers (in their capacity as Initial Purchasers) shall have no liability or obligation to the Company with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) Purchases and Sales of Certificates. The Company shall not, and shall use its best efforts to cause its affiliates (as defined in Rule 405 under the 1933 Act) not to, purchase and then resell or otherwise transfer any Certificates prior to the consummation of the Exchange Offer or a Shelf Registration Statement being declared or otherwise becomes effective.

(f) Third Party Beneficiary. The Holders of the Certificates shall be third party beneficiaries to the applicable agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent the Initial Purchasers deem such enforcement necessary or advisable to protect their rights or the rights of Holders hereunder.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. This Agreement shall be governed by the laws of the State of New York.

(j) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Trustee. The Trustee shall take actions as may be reasonably requested by the Company in connection with the Company satisfying its obligations arising under this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AMERICAN AIRLINES, INC.

By: /s/ Thomas T. Weir

Name: Thomas T. Weir

Title: Vice President and Treasurer

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

By: /s/ Tira L. Johnson

Name: Tira L. Johnson

Title: Vice President

Registration Rights Agreement Signature Page

Confirmed and accepted as of  
the date first above written:

MORGAN STANLEY & CO. LLC

By: /s/ Dana Barta  
Name: Dana Barta  
Title: Vice President

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Thomas L. Smith  
Name: Thomas L. Smith  
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Jack McCabe  
Name: Jack McCabe  
Title: Director

By: /s/ Eunice Kang  
Name: Eunice Kang  
Title: Director

GOLDMAN, SACHS & CO.

By: /s/ Michael Hickey  
Name: Michael Hickey  
Title: Vice President

Registration Rights Agreement Signature Page

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Scott Debano

Name: Scott Debano

Title: Director

J.P. MORGAN SECURITIES LLC

By: /s/ Eric Ponzio

Name: Eric Ponzio

Title: Vice President

As Representatives of the several Initial Purchasers

Registration Rights Agreement Signature Page

**PRESS RELEASE**

Sean Collins  
817-967-1577  
mediarelations@aa.com

FOR RELEASE: Friday, Dec. 20, 2013

**AMERICAN AIRLINES ANNOUNCES CLOSING OF PRIVATE OFFERING OF ENHANCED EQUIPMENT TRUST CERTIFICATES**

FORT WORTH, Texas - American Airlines, Inc. (American), a wholly owned subsidiary of American Airlines Group Inc. (NASDAQ: AAL), today announced the closing of its private offering of American Airlines, Inc. Pass Through Certificates, Series 2013-2C (Class C Certificates) in the aggregate face amount of \$256,018,000. The Class C Certificates will rank generally junior to the American Airlines, Inc. Pass Through Certificates, Series 2013-2A, which were originally issued on July 31, 2013, and the American Airlines, Inc. Pass Through Certificates, Series 2013-2B, which were originally issued on Nov. 27, 2013.

The Class C Certificates were issued with an interest rate of 6.00% per annum and a final expected distribution date of Jan. 15, 2017. The Class C Certificates represent an interest in the assets of a pass through trust, which holds certain equipment notes issued by American.

Such equipment notes are secured by 41 currently owned Boeing 737-823 aircraft, 14 currently owned Boeing 757-223 aircraft, one currently owned Boeing 767-323ER and 19 currently owned Boeing 777-223ER aircraft.

The Class C Certificates were offered to qualified institutional buyers, as defined in, and in reliance on, Rule 144A under the Securities Act of 1933, as amended (the Securities Act). The Class C Certificates have not been registered under the Securities Act or applicable state securities laws and may not be offered or sold absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state law.

— more —



## American Airlines Announces Closing of Private Offering of Enhanced Equipment Trust Certificates

Dec. 20, 2013

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This press release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any offer or sale of the Class C Certificates in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any jurisdiction. This press release is being issued pursuant to and in accordance with Rule 135c under the Securities Act.

Statements in this release contain forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, which constitute American's expectations or beliefs concerning future events. These forward-looking statements are subject to a number of factors that could cause actual results to differ from our expectations, including, but not limited to, factors described in American's filings with the Securities and Exchange Commission, including American's Quarterly Report on Form 10-Q for the quarter ended Sept. 30, 2013, filed on Oct. 17, 2013, American's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, filed on July 18, 2013, American's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, filed on April 18, 2013, as amended by Amendment No. 1 to the Quarterly Report on Form 10-Q/A, filed on June 7, 2013, and American's Annual Report on Form 10-K for the year ended Dec. 31, 2012, filed on Feb. 20, 2013, as amended by Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended Dec. 31, 2012, filed on April 16, 2013. Except to the extent required by law, American undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

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## SCHEDULE I

The following documents (hereinafter collectively referred to as the “N907AN Documents”) have been provided in this filing: (a) Second Amendment to Participation Agreement (N907AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein (filed as Exhibit 4.9), (b) Second Amendment to Indenture and Security Agreement (N907AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee (filed as Exhibit 4.10) and (c) Series 2013-2C N907AN Equipment Note No. 1, dated December 20, 2013 (filed as Exhibit 4.11).

The corresponding documents with respect to each other Aircraft listed below are substantially identical in all material respects to the N907AN Documents, with the following exceptions: (1) conforming changes have been made to reflect the appropriate United States registration number of each aircraft (i.e., N901AN, N905AN, N906AN, N909AN, N910AN, N913AN, N912AN, N914AN, N915AN, N916AN, N917AN, N918AN, N919AN, N920AN, N921AN, N922AN, N923AN, N926AN, N957AN, N965AN, N966AN, N968AN, N981AN, N983AN, N800NN, N810NN, N811NN, N814NN, N817NN, N819NN, N820NN, N825NN, N826NN, N827NN, N829NN, N830NN, N831NN, N832NN, N833NN, N834NN, N183AN, N184AN, N189AN, N190AA, N191AN, N192AN, N193AN, N194AA, N195AN, N196AA, N197AN, N198AA, N199AN, N175AN, N399AN, N771AN, N773AN, N778AN, N779AN, N780AN, N795AN, N797AN, N798AN, N799AN, N750AN, N751AN, N752AN, N753AN, N754AN, N755AN, N756AM, N757AN, N758AN and N759AN), the appropriate manufacturer’s serial number of each airframe (i.e., 29503, 29507, 29508, 29511, 29512, 29514, 29513, 29515, 29516, 29517, 29518, 29519, 29520, 29521, 29522, 29523, 29524, 29527, 29541, 29544, 30094, 30095, 29569, 29570, 29564, 33207, 31079, 29562, 29558, 31083, 29559, 31087, 31089, 33209, 33210, 31091, 33211, 33521, 31093, 29576, 29593, 29594, 32383, 32384, 32385, 32386, 32387, 32388, 32389, 32390, 32391, 32392, 32393, 32394, 29606, 29579, 29583, 29587, 29955, 29956, 30257, 30012, 30797, 30258, 30259, 30798, 30260, 30261, 30262, 30263, 30264, 32636, 32637 and 32638), the appropriate model of each aircraft (i.e., Boeing 737-823, Boeing 757-223, Boeing 767-323ER and Boeing 777-223ER) and the appropriate generic model of each aircraft (i.e., BOEING 737-800, BOEING 757-200, BOEING 767-300 and BOEING 777-200); (2) the descriptions, including original principal amount and maturity, of the equipment notes set forth in Schedule I and Schedule II to each Second Participation Agreement Amendment and Schedule I to each Second Indenture Amendment differ; (3) the descriptions of the FAA conveyance number, recording date and the Closing Date set forth in the recitals to each Second Participation Agreement Amendment and Second Indenture Amendment differ; and (4) conforming changes have been made to each equipment notes issued to reflect the original principal amount, maturity, interest rate, subordination and amortization profile of such equipment note.

Boeing 737-823

1. (N901AN)
  - (a) Second Amendment to Participation Agreement (N901AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
  - (b) Second Amendment to Indenture and Security Agreement (N901AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
  - (c) Series 2013-2C N901AN Equipment Note No. 1, dated December 20, 2013

(N905AN)

2. (N905AN)
  - (a) Second Amendment to Participation Agreement (N905AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
  - (b) Second Amendment to Indenture and Security Agreement (N905AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
  - (c) Series 2013-2C N905AN Equipment Note No. 1, dated December 20, 2013

3.

(N906AN)

- (a) Second Amendment to Participation Agreement (N906AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N906AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N906AN Equipment Note No. 1, dated December 20, 2013

4.

(N909AN)

- (a) Second Amendment to Participation Agreement (N909AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N909AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N909AN Equipment Note No. 1, dated December 20, 2013

5.

(N910AN)

- (a) Second Amendment to Participation Agreement (N910AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N910AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N910AN Equipment Note No. 1, dated December 20, 2013

6.

(N913AN)

- (a) Second Amendment to Participation Agreement (N913AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N913AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N913AN Equipment Note No. 1, dated December 20, 2013

7.

(N912AN)

- (a) Second Amendment to Participation Agreement (N912AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N912AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N912AN Equipment Note No. 1, dated December 20, 2013

8. (N914AN)

- (a) Second Amendment to Participation Agreement (N914AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N914AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N914AN Equipment Note No. 1, dated December 20, 2013

9. (N915AN)

- (a) Second Amendment to Participation Agreement (N915AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N915AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N915AN Equipment Note No. 1, dated December 20, 2013

10. (N916AN)

- (a) Second Amendment to Participation Agreement (N916AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N916AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N916AN Equipment Note No. 1, dated December 20, 2013

11. (N917AN)

- (a) Second Amendment to Participation Agreement (N917AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N917AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N917AN Equipment Note No. 1, dated December 20, 2013

12. (N918AN)

- (a) Second Amendment to Participation Agreement (N918AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N918AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N918AN Equipment Note No. 1, dated December 20, 2013



13. (N919AN)

- (a) Second Amendment to Participation Agreement (N919AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N919AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N919AN Equipment Note No. 1, dated December 20, 2013

14. (N920AN)

- (a) Second Amendment to Participation Agreement (N920AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N920AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N920AN Equipment Note No. 1, dated December 20, 2013

15. (N921AN)

- (a) Second Amendment to Participation Agreement (N921AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N921AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N921AN Equipment Note No. 1, dated December 20, 2013

16. (N922AN)

- (a) Second Amendment to Participation Agreement (N922AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N922AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N922AN Equipment Note No. 1, dated December 20, 2013

17. (N923AN)

- (a) Second Amendment to Participation Agreement (N923AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N923AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N923AN Equipment Note No. 1, dated December 20, 2013

18. (N926AN)

- (a) Second Amendment to Participation Agreement (N926AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N926AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N926AN Equipment Note No. 1, dated December 20, 2013

19. (N957AN)

- (a) Second Amendment to Participation Agreement (N957AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N957AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N957AN Equipment Note No. 1, dated December 20, 2013

20. (N965AN)

- (a) Second Amendment to Participation Agreement (N965AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N965AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N965AN Equipment Note No. 1, dated December 20, 2013

21. (N966AN)

- (a) Second Amendment to Participation Agreement (N966AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N966AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N966AN Equipment Note No. 1, dated December 20, 2013

22. (N968AN)

- (a) Second Amendment to Participation Agreement (N968AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N968AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N968AN Equipment Note No. 1, dated December 20, 2013

23. (N981AN)

- (a) Second Amendment to Participation Agreement (N981AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N981AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N981AN Equipment Note No. 1, dated December 20, 2013

24. (N983AN)

- (a) Second Amendment to Participation Agreement (N983AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N983AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N983AN Equipment Note No. 1, dated December 20, 2013

25. (N800NN)

- (a) Second Amendment to Participation Agreement (N800NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N800NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N800NN Equipment Note No. 1, dated December 20, 2013

26. (N810NN)

- (a) Second Amendment to Participation Agreement (N810NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N810NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N810NN Equipment Note No. 1, dated December 20, 2013

27. (N811NN)

- (a) Second Amendment to Participation Agreement (N811NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N811NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N811NN Equipment Note No. 1, dated December 20, 2013

28. (N814NN)

- (a) Second Amendment to Participation Agreement (N814NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N814NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N814NN Equipment Note No. 1, dated December 20, 2013

29. (N817NN)

- (a) Second Amendment to Participation Agreement (N817NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N817NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N817NN Equipment Note No. 1, dated December 20, 2013

30. (N819NN)

- (a) Second Amendment to Participation Agreement (N819NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N819NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N819NN Equipment Note No. 1, dated December 20, 2013

31. (N820NN)

- (a) Second Amendment to Participation Agreement (N820NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N820NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N820NN Equipment Note No. 1, dated December 20, 2013

32. (N825NN)

- (a) Second Amendment to Participation Agreement (N825NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N825NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N825NN Equipment Note No. 1, dated December 20, 2013

33. (N826NN)

- (a) Second Amendment to Participation Agreement (N826NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N826NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N826NN Equipment Note No. 1, dated December 20, 2013

34. (N827NN)

- (a) Second Amendment to Participation Agreement (N827NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N827NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N827NN Equipment Note No. 1, dated December 20, 2013

35. (N829NN)

- (a) Second Amendment to Participation Agreement (N829NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N829NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N829NN Equipment Note No. 1, dated December 20, 2013

36. (N830NN)

- (a) Second Amendment to Participation Agreement (N830NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N830NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N830NN Equipment Note No. 1, dated December 20, 2013

37. (N831NN)

- (a) Second Amendment to Participation Agreement (N831NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N831NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N831NN Equipment Note No. 1, dated December 20, 2013

38. (N832NN)

- (a) Second Amendment to Participation Agreement (N832NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N832NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N832NN Equipment Note No. 1, dated December 20, 2013

39. (N833NN)

- (a) Second Amendment to Participation Agreement (N833NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N833NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N833NN Equipment Note No. 1, dated December 20, 2013

40. (N834NN)

- (a) Second Amendment to Participation Agreement (N834NN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N834NN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N834NN Equipment Note No. 1, dated December 20, 2013

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41. (N183AN)

- (a) Second Amendment to Participation Agreement (N183AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N183AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N183AN Equipment Note No. 1, dated December 20, 2013

42. (N184AN)

- (a) Second Amendment to Participation Agreement (N184AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N184AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N184AN Equipment Note No. 1, dated December 20, 2013

43. (N189AN)

- (a) Second Amendment to Participation Agreement (N189AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N189AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N189AN Equipment Note No. 1, dated December 20, 2013

44. (N190AA)

- (a) Second Amendment to Participation Agreement (N190AA), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N190AA), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N190AA Equipment Note No. 1, dated December 20, 2013

45. (N191AN)

- (a) Second Amendment to Participation Agreement (N191AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N191AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N191AN Equipment Note No. 1, dated December 20, 2013

46. (N192AN)

- (a) Second Amendment to Participation Agreement (N192AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N192AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N192AN Equipment Note No. 1, dated December 20, 2013

47. (N193AN)

- (a) Second Amendment to Participation Agreement (N193AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N193AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N193AN Equipment Note No. 1, dated December 20, 2013

48. (N194AA)

- (a) Second Amendment to Participation Agreement (N194AA), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N194AA), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N194AA Equipment Note No. 1, dated December 20, 2013

49. (N195AN)

- (a) Second Amendment to Participation Agreement (N195AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N195AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N195AN Equipment Note No. 1, dated December 20, 2013

50. (N196AA)

- (a) Second Amendment to Participation Agreement (N196AA), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N196AA), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N196AA Equipment Note No. 1, dated December 20, 2013

51. (N197AN)

- (a) Second Amendment to Participation Agreement (N197AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N197AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N197AN Equipment Note No. 1, dated December 20, 2013

52. (N198AA)

- (a) Second Amendment to Participation Agreement (N198AA), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N198AA), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N198AA Equipment Note No. 1, dated December 20, 2013



53. (N199AN)

- (a) Second Amendment to Participation Agreement (N199AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N199AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N199AN Equipment Note No. 1, dated December 20, 2013

54. (N175AN)

- (a) Second Amendment to Participation Agreement (N175AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N175AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N175AN Equipment Note No. 1, dated December 20, 2013

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55. (N399AN)

- (a) Second Amendment to Participation Agreement (N399AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N399AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N399AN Equipment Note No. 1, dated December 20, 2013

Boeing 777-223ER

56. (N771AN)

- (a) Second Amendment to Participation Agreement (N771AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N771AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N771AN Equipment Note No. 1, dated December 20, 2013

57. (N773AN)

- (a) Second Amendment to Participation Agreement (N773AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N773AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N773AN Equipment Note No. 1, dated December 20, 2013

58. (N778AN)

- (a) Second Amendment to Participation Agreement (N778AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N778AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N778AN Equipment Note No. 1, dated December 20, 2013

59. (N779AN)

- (a) Second Amendment to Participation Agreement (N779AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N779AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N779AN Equipment Note No. 1, dated December 20, 2013

60. (N780AN)

- (a) Second Amendment to Participation Agreement (N780AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N780AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N780AN Equipment Note No. 1, dated December 20, 2013

61. (N795AN)

- (a) Second Amendment to Participation Agreement (N795AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N795AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N795AN Equipment Note No. 1, dated December 20, 2013

62. (N797AN)

- (a) Second Amendment to Participation Agreement (N797AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N797AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N797AN Equipment Note No. 1, dated December 20, 2013

63. (N798AN)

- (a) Second Amendment to Participation Agreement (N798AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N798AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N798AN Equipment Note No. 1, dated December 20, 2013

64. (N799AN)

- (a) Second Amendment to Participation Agreement (N799AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N799AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N799AN Equipment Note No. 1, dated December 20, 2013

65. (N750AN)

- (a) Second Amendment to Participation Agreement (N750AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N750AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N750AN Equipment Note No. 1, dated December 20, 2013

66. (N751AN)

- (a) Second Amendment to Participation Agreement (N751AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N751AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N751AN Equipment Note No. 1, dated December 20, 2013

67. (N752AN)

- (a) Second Amendment to Participation Agreement (N752AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N752AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N752AN Equipment Note No. 1, dated December 20, 2013

68. (N753AN)

- (a) Second Amendment to Participation Agreement (N753AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N753AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N753AN Equipment Note No. 1, dated December 20, 2013

69. (N754AN)

- (a) Second Amendment to Participation Agreement (N754AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N754AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N754AN Equipment Note No. 1, dated December 20, 2013

70. (N755AN)

- (a) Second Amendment to Participation Agreement (N755AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N755AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N755AN Equipment Note No. 1, dated December 20, 2013

71. (N756AM)

- (a) Second Amendment to Participation Agreement (N756AM), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N756AM), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N756AM Equipment Note No. 1, dated December 20, 2013

72. (N757AN)

- (a) Second Amendment to Participation Agreement (N757AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N757AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N757AN Equipment Note No. 1, dated December 20, 2013

73.

(N758AN)

- (a) Second Amendment to Participation Agreement (N758AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N758AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N758AN Equipment Note No. 1, dated December 20, 2013

74.

(N759AN)

- (a) Second Amendment to Participation Agreement (N759AN), dated as of December 20, 2013, among American Airlines, Inc., Wilmington Trust Company, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust Company, as Subordination Agent, Wilmington Trust Company, as Loan Trustee, and Wilmington Trust Company, in its individual capacity as set forth therein
- (b) Second Amendment to Indenture and Security Agreement (N759AN), dated as of December 20, 2013, between American Airlines, Inc. and Wilmington Trust Company, as Loan Trustee
- (c) Series 2013-2C N759AN Equipment Note No. 1, dated December 20, 2013