

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

FORM 10-Q

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

For the Quarterly Period Ended March 31, 2013.

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

For the Transition Period From to .

Commission file number 1-2691.

American Airlines, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

13-1502798
(I.R.S. Employer Identification No.)

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

76155
(Zip Code)

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

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

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

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

Large Accelerated Filer Accelerated Filer Non-accelerated Filer

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

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

Common Stock, \$1 par value – 1,000 shares as of April 10, 2013.

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Forward-Looking Information

Statements in this report contain various forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which represent the Company's expectations or beliefs concerning future events. When used in this document and in documents incorporated herein by reference, the words "expects," "estimates," "plans," "anticipates," "indicates," "believes," "projects," "forecast," "guidance," "outlook," "may," "will," "could," "should," "seeks," "intends," "targets" and similar expressions are intended to identify forward-looking statements. Similarly, statements that describe the Company's objectives, plans or goals, or actions the Company may take in the future, are forward-looking statements. Forward-looking statements include, without limitation, the Company's expectations concerning its anticipated merger with US Airways Group, Inc., the Chapter 11 Cases and the Company's business plan; the Company's operations and financial conditions, including changes in capacity, revenues, and costs; future financing plans and needs; the amounts of its unencumbered assets and other sources of liquidity; fleet plans; overall economic and industry conditions; plans and objectives for future operations; regulatory approvals and actions; and the impact on the Company of its results of operations in recent years and the sufficiency of its financial resources to absorb that impact. Other forward-looking statements include statements which do not relate solely to historical facts, such as, without limitation, statements which discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to the Company on the date of this report. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise.

Guidance given in this report regarding capacity, fuel consumption, fuel prices, fuel hedging and unit costs are forward-looking statements. Forward-looking statements are subject to a number of factors that could cause the Company's actual results to differ materially from the Company's expectations. The following factors, in addition to other possible factors not listed, could cause the Company's actual results to differ materially from those expressed in forward-looking statements: risks related to the Merger, including fulfillment of conditions, receipt of consents and approvals, and the inability to realize the contemplated benefits of the Merger; risks arising from the Chapter 11 Cases, including reorganization risks, and liquidity risks; the materially weakened financial condition of the Company, resulting from its significant losses in recent years; the potential impact on the demand for air travel resulting from downturns in economic conditions; the Company's ability to secure financing for all of its scheduled aircraft deliveries; the potential requirement for the Company to maintain reserves under its credit card processing agreements, which could materially adversely impact the Company's liquidity; the ability of the Company to generate additional revenues and reduce its costs; continued high and volatile fuel prices and further increases in the price of fuel, and the availability of fuel; reliance on third-party distribution channels for distribution of a significant portion of the Company's airline tickets; the Company's substantial indebtedness and other obligations; the ability of the Company to satisfy certain covenants and conditions in certain of its financing and other agreements; changes in economic and other conditions beyond the Company's control, and the volatile results of the Company's operations; the fiercely and increasingly competitive business environment faced by the Company; industry consolidation and alliance changes; low fare levels by historical standards and the Company's reduced pricing power; changes in the Company's corporate or business strategy; delays in scheduled aircraft deliveries or failure of new aircraft to perform as expected; dependence on a limited number of suppliers for aircraft, aircraft engines and parts; extensive government regulation of the Company's business; increasingly stringent environmental regulations; conflicts overseas or terrorist attacks; uncertainties with respect to the Company's international operations; outbreaks of a disease (such as SARS, avian flu or the H1N1 virus) that affects travel behavior; uncertainties with respect to the Company's relationships with unionized and other employee work groups; higher than normal numbers of pilot retirements and a potential shortage of pilots; increased insurance costs and potential reductions of available insurance coverage; the Company's ability to retain key management personnel; potential failures or disruptions of the Company's computer, communications or other technology systems; losses and adverse publicity resulting from any accident involving the Company's aircraft; interruptions or disruptions in service at one or more of the Company's primary market airports; the heavy taxation of the airline industry; inability to realize the full value of intangible assets or long-lived assets, resulting in material impairment charges; and interruptions or disruptions in relationships with third-party regional airlines or other third-party service providers. The Risk Factors contained in the Company's Securities and Exchange Commission filings, including the 2012 Form 10-K, could cause the Company's actual results to differ materially from historical results and from those expressed in forward-looking statements.

PART I: FINANCIAL INFORMATION

Item 1. Financial Statements

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited) (In millions)

	Three Months Ended March 31,	
	2013	2012
Revenues		
Passenger	\$ 4,614	\$ 4,557
Regional Affiliates	679	670
Cargo	155	168
Other revenues	637	636
Total operating revenues	6,085	6,031
Expenses		
Aircraft fuel	2,199	2,166
Wages, salaries and benefits	1,312	1,616
Regional payments to AMR Eagle	269	285
Other rentals and landing fees	342	324
Maintenance, materials and repairs	318	279
Depreciation and amortization	241	256
Commissions, booking fees and credit card expense	276	266
Aircraft rentals	164	143
Food service	139	124
Special charges and merger related	28	11
Other operating expenses	750	662
Total operating expenses	6,038	6,132
Operating Income (Loss)	47	(101)
Other Income (Expense)		
Interest income	4	6
Interest expense (contractual interest expense equals \$(181) and \$(183) for the three months ended March 31, 2013 and March 31, 2012, respectively)	(174)	(178)
Interest capitalized	12	12
Related party interest — net	(3)	(3)
Miscellaneous — net	(9)	(10)
	(170)	(173)
Income (Loss) Before Reorganization Items, Net	(123)	(274)
Reorganization Items, Net	(160)	(1,402)
Income (Loss) Before Income Taxes	(283)	(1,676)
Income tax (benefit)	(30)	—
Net Earnings (Loss)	\$ (253)	\$ (1,676)

The accompanying notes are an integral part of these financial statements.

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited) (In millions)

	Three Months Ended March 31,	
	2013	2012
Net Earnings (Loss)	\$ (253)	\$ (1,676)
Other Comprehensive Income (Loss), Before Tax:		
Defined benefit pension plans and retiree medical:		
Amortization of actuarial (gain) loss and prior service cost	(33)	56
Current year change	—	2
Benefit plan modifications	—	—
Derivative financial instruments:		
Change in fair value	(15)	48
Reclassification into earnings	(1)	(26)
Unrealized gain (loss) on investments		
Net change in value	(1)	—
Other Comprehensive Income (Loss) Before Tax	(50)	80
Income tax expense on other comprehensive income	—	—
Comprehensive Income (Loss)	\$ (303)	\$ (1,596)

The accompanying notes are an integral part of these financial statements.

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited) (In millions)

	March 31, 2013	December 31, 2012
Assets		
Current Assets		
Cash	\$ 599	\$ 474
Short-term investments	3,636	3,408
Restricted cash and short-term investments	853	850
Receivables, net	1,223	1,105
Inventories, net	565	550
Fuel derivative contracts	66	65
Other current assets	529	559
Total current assets	7,471	7,011
Equipment and Property		
Flight equipment, net	10,094	10,185
Other equipment and property, net	2,079	2,081
Purchase deposits for flight equipment	721	710
	12,894	12,976
Equipment and Property Under Capital Leases		
Flight equipment, net	212	222
Other equipment and property, net	56	60
	268	282
International slots and route authorities	708	708
Domestic slots and airport operating and gate lease rights, less accumulated amortization, net	155	161
Other assets	2,119	2,126
	\$ 23,615	\$ 23,264

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited) (In millions)

	March 31, 2013	December 31, 2012
Liabilities and Stockholder's Equity (Deficit)		
Current Liabilities		
Accounts payable	\$ 1,408	\$ 1,212
Accrued liabilities	1,984	2,010
Air traffic liability	5,180	4,524
Payable to affiliates, net	2,754	2,753
Current maturities of long-term debt	1,256	1,388
Current obligations under capital leases	29	31
Total current liabilities	12,611	11,918
Long-term debt, less current maturities	6,673	6,762
Obligations under capital leases, less current obligations	375	381
Pension and postretirement benefits	6,730	6,780
Other liabilities, deferred gains and deferred credits	1,708	1,691
Liabilities Subject to Compromise	5,783	5,694
Stockholder's Equity (Deficit)		
Common stock	—	—
Additional paid-in capital	4,470	4,469
Accumulated other comprehensive income (loss)	(3,138)	(3,088)
Accumulated deficit	(11,597)	(11,343)
	(10,265)	(9,962)
	\$ 23,615	\$ 23,264

The accompanying notes are an integral part of these financial statements.

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited) (In millions)

	Three Months Ended March 31,	
	2013	2012
Net Cash Provided by (used in) Operating Activities	\$ 679	\$ 1,025
Cash Flow from Investing Activities:		
Capital expenditures, including aircraft lease deposits	(882)	(236)
Net decrease (increase) in short-term investments	(228)	(726)
Net decrease (increase) in restricted cash and short-term investments	(3)	(33)
Proceeds from sale of equipment, property, and investments/subsidiaries	26	15
Net cash provided by (used in) investing activities	(1,087)	(980)
Cash Flow from Financing Activities:		
Payments on long-term debt and capital lease obligations	(392)	(314)
Proceeds from:		
Issuance of debt	161	—
Sale-leaseback transactions	764	324
Funds transferred to affiliates, net	—	36
Other	—	—
Net cash provided by (used in) financing activities	533	46
Net increase (decrease) in cash	125	91
Cash at beginning of period	474	280
Cash at end of period	\$ 599	\$ 371

The accompanying notes are an integral part of these financial statements.

AMERICAN AIRLINES, INC.
DEBTOR AND DEBTOR IN POSSESSION
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Chapter 11 Reorganization

Overview

On November 29, 2011 (the Petition Date), AMR Corporation (AMR), its principal subsidiary, American Airlines, Inc. (the Company) and certain of AMR's other direct and indirect domestic subsidiaries (collectively, the Debtors) filed voluntary petitions for relief (the Chapter 11 Cases) under Chapter 11 of the United States Bankruptcy Code (the Bankruptcy Code), in the United States Bankruptcy Court for the Southern District of New York (the Bankruptcy Court). The Chapter 11 Cases are being jointly administered under the caption "In re AMR Corporation, et al., Case No. 11-15463-SHL."

The Company and the other Debtors are operating as "debtors in possession" under the jurisdiction of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. In general, as debtors in possession under the Bankruptcy Code, we are authorized to continue to operate as an ongoing business but may not engage in transactions outside the ordinary course of business without the prior approval of the Bankruptcy Court. The Bankruptcy Code enables the Company to continue to operate its business without interruption, and the Bankruptcy Court has granted additional relief covering, among other things, obligations to (i) employees, (ii) taxing authorities, (iii) insurance providers, (iv) independent contractors for improvement projects, (v) foreign vendors, (vi) other airlines pursuant to certain interline agreements, and (vii) certain vendors deemed critical to the Debtors' operations.

While operating as debtors in possession under Chapter 11 of the Bankruptcy Code, the Debtors may sell or otherwise dispose of or liquidate assets or settle liabilities, subject to the approval of the Bankruptcy Court or otherwise as permitted in the ordinary course of business. On April 15, 2013, the Company and other Debtors filed with the Bankruptcy Court its proposed Plan of Reorganization (the Plan) and related Disclosure Statement. The Debtors have an exclusive period to solicit and obtain acceptances of the Plan through and including July 29, 2013. It is possible that the Plan as filed may be challenged and undergo revision, perhaps substantially, prior to the time that it is finally approved by the Bankruptcy Court and submitted to the Debtors' stakeholders for a vote. The ultimate plan of reorganization, which would be subject to acceptance by the requisite majorities of empowered stakeholders under the Bankruptcy Code and approval by the Bankruptcy Court, could materially change the amounts and classifications in the Condensed Consolidated Financial Statements. See Note 13 to the Condensed Consolidated Financial Statements for further information on the plan of reorganization.

The Company's Chapter 11 Cases followed an extended effort by the Company to restructure its business to strengthen its competitive and financial position. However, the Company's substantial cost disadvantage compared to its larger competitors, all of which restructured their costs and debt through Chapter 11, became increasingly untenable given the accelerating impact of global economic uncertainty and resulting revenue instability, volatile and rising fuel prices, and intensifying competitive challenges.

Notwithstanding any indications of value that may be contained in the Plan, no assurance can be given as to the ultimate value, if any, that may be ascribed to the Debtors' various prepetition liabilities and other securities. The Company cannot predict what the ultimate value of any of its or the other Debtors' securities may be.

General Information

Notices to Creditors; Effect of Automatic Stay. The Debtors have notified all known current or potential creditors that the Chapter 11 Cases were filed. Subject to certain exceptions under the Bankruptcy Code, the filing of the Debtors' Chapter 11 Cases automatically enjoined, or stayed, the continuation of most judicial or administrative proceedings or filing of other actions against the Debtors or their property to recover on, collect or secure a claim arising prior to the Petition Date. Thus, for example, most creditor actions to obtain possession of property from the Debtors, or to create, perfect or enforce any lien against the property of the Debtors, or to collect on monies owed or otherwise exercise rights or remedies with respect to a prepetition claim, are enjoined unless and until the Bankruptcy Court lifts the automatic stay as to any such claim. Vendors are being paid for goods furnished and services provided after the Petition Date in the ordinary course of business.

Appointment of Creditors' Committee. On December 5, 2011, the U.S. Trustee appointed the Creditors' Committee (Creditors' Committee) for the Chapter 11 Cases.

Retirement and Life Insurance Benefits. See Note 8 to the Condensed Consolidated Financial Statements for information regarding modifications to retirement and life insurance benefits.

Rejection of Executory Contracts. Under section 365 and other relevant sections of the Bankruptcy Code, the Debtors may assume, assume and assign, or reject certain executory contracts and unexpired leases, including, without limitation, agreements relating to aircraft and aircraft engines (collectively, Aircraft Property) and leases of real property, subject to the approval of the Bankruptcy Court and certain other conditions. As of March 31, 2013, the Bankruptcy Court had entered orders granting the Debtors' motions to assume 537 and reject 12 unexpired leases of non-residential real property and had entered various orders extending, by the Debtors' agreement with certain landlords, the date by which the Debtors must assume or reject an additional 24 unexpired leases of non-residential real property.

In general, rejection of an executory contract or unexpired lease is treated as a prepetition breach of the executory contract or unexpired lease in question and, subject to certain exceptions, relieves the Debtors from performing their future obligations under such executory contract or unexpired lease but entitles the contract counterparty or lessor to a prepetition general unsecured claim for damages caused by such deemed breach. Counterparties to such rejected contracts or leases have the right to file claims against the Debtors' estate for such damages. Generally, the assumption of an executory contract or unexpired lease requires the Debtors to cure existing defaults under such executory contract or unexpired lease.

Any description of an executory contract or unexpired lease elsewhere in these Notes or in the report to which these Notes are attached, including where applicable the Debtors' express termination rights or a quantification of their obligations, must be read in conjunction with, and is qualified by, any rights the Debtors or counterparties have under section 365 of the Bankruptcy Code.

The Debtors expect that liabilities subject to compromise and resolution in the Chapter 11 Cases will arise in the future as a result of damage claims created by the Debtors' rejection of various executory contracts and unexpired leases. Due to the uncertain nature of many of the potential rejection claims, the magnitude of such claims is not reasonably estimable at this time. Such claims may be material (see "Liabilities Subject to Compromise" in Note 1 to the Condensed Consolidated Financial Statements).

Special Protection Applicable to Leases and Secured Financing of Aircraft and Aircraft Equipment. Notwithstanding the general discussion above of the impact of the automatic stay, under section 1110 of the Bankruptcy Code, beginning 60 days after filing a petition under Chapter 11, certain secured parties, lessors and conditional sales vendors may have a right to take possession of certain qualifying Aircraft Property that is leased or subject to a security interest or conditional sale contract, unless the Debtors, subject to approval by the Bankruptcy Court, agree to perform under the applicable agreement, and cure any defaults as provided in section 1110 (other than defaults of a kind specified in section 365(b)(2) of the Bankruptcy Code). Taking such action does not preclude the Debtors from later rejecting the applicable lease or abandoning the Aircraft Property subject to the related security agreement, or from later seeking to renegotiate the terms of the related financing.

The Debtors may extend the 60-day period by agreement of the relevant financing party, with Bankruptcy Court approval. In the absence of an agreement or cure as described above or such an extension, the financing party may take possession of the Aircraft Property and enforce its contractual rights or remedies to sell, lease or otherwise retain or dispose of such equipment.

The 60-day period under section 1110 in the Chapter 11 Cases expired on January 27, 2012. In accordance with the Bankruptcy Court's Order Authorizing the Debtors to (i) Enter into Agreements Under Section 1110(a) of the Bankruptcy Code, (ii) Enter into Stipulations to Extend the Time to Comply with Section 1110 of the Bankruptcy Code and (iii) File Redacted Section 1110(b) Stipulations, dated December 23, 2011, the Debtors have entered into agreements to extend the automatic stay or agreed to perform and cure defaults under financing agreements with respect to certain aircraft in their fleet and other Aircraft Property. The Debtors have reached agreement on revised terms with respect to substantially all of the aircraft for which the Debtors expect to negotiate revised terms, subject in a number of instances to certain conditions, including reaching agreement on definitive documentation. The ultimate outcome of these negotiations cannot be predicted with certainty. To the extent the Debtors are unable to reach definitive agreements with Aircraft Property financing parties, those parties may seek to repossess the subject Aircraft Property. The loss of a significant number of aircraft could result in a material adverse effect on the Debtors' financial and operating performance.

Magnitude of Potential Claims. On February 27, 2012, the Debtors filed with the Bankruptcy Court schedules and statements of financial affairs setting forth, among other things, the assets and liabilities of the Debtors, subject to the assumptions filed in connection therewith. All of the schedules are subject to further amendment or modification.

Bankruptcy Rule 3003(c)(3) requires the Bankruptcy Court to fix the time within which proofs of claim must be filed in a Chapter 11 case pursuant to section 501 of the Bankruptcy Code. This Bankruptcy Rule also provides that any creditor who asserts a claim against the Debtors that arose prior to the Petition Date and whose claim (i) is not listed on the Debtors' schedules or (ii) is listed on the schedules as disputed, contingent, or unliquidated, must file a proof of claim. On May 4, 2012, the Bankruptcy Court entered an order that established July 16, 2012 at 5:00 p.m. (Eastern Time) (the Bar Date) as the deadline to file proofs of claim against any Debtor. More information regarding the filing of proofs of claim can be obtained at www.amrcaseinfo.com. Information on this website is not incorporated into or otherwise made a part of this report.

As of April 10, 2013, approximately 13,400 claims totaling about \$290.0 billion have been filed with the Bankruptcy Court against the Debtors. Of those claims, approximately 350 claims aggregating approximately \$58 million were filed after the Bar Date. We expect new and amended claims to be filed in the future, including claims amended to assign values to claims originally filed with no designated value. We intend to dispute the claims filed after the Bar Date as not having been filed timely and in accordance with the Bankruptcy Code. We have identified, and we expect to continue to identify, many claims that we believe should be disallowed by the Bankruptcy Court because they are duplicative, are without merit, are overstated or for other reasons. As of April 10, 2013, the Bankruptcy Court has disallowed approximately \$100.2 billion of claims and has not yet ruled on our other objections to claims, the disputed portions of which aggregate to an additional \$16.1 billion. We expect to continue to file objections in the future. Because the process of analyzing and objecting to claims is ongoing, the amount of disallowed claims may increase significantly in the future. The Debtors have recorded amounts for claims for which there was sufficient information to estimate the claim.

Differences between amounts scheduled by the Debtors and claims by creditors will be investigated and resolved in connection with the claims resolution process. In light of the expected number of creditors, the claims resolution process may take considerable time to complete. Accordingly, the ultimate number and amount of allowed claims is not presently known, nor can the ultimate recovery with respect to allowed claims be presently ascertained.

Collective Bargaining Agreements. Section 1113(c) of the Bankruptcy Code provides a process for the modification and/or rejection of collective bargaining agreements (CBAs). Through this process, American was able to achieve new CBAs with each of its unions (TWU, APFA and APA), covering nine unionized work groups.

In September 2012, the Bankruptcy Court authorized American to reject its pilot CBA, and thereafter American began implementing certain terms and conditions of employment for pilots. American and the APA continued to negotiate in good faith toward a new pilot agreement, and those negotiations resulted in a new pilot CBA that was approved by the Bankruptcy Court on December 19, 2012. A small group of American pilots is appealing the Bankruptcy Court's decisions granting American's request to reject the pilot CBA and approving the new pilot CBA, and those appeals are pending in the U.S. District Court for the Southern District of New York.

American Eagle Airlines, Inc. (AMR Eagle) also engaged in the Section 1113(c) process with its unions, and ultimately achieved new CBAs with AFA, ALPA and all four TWU-represented work groups.

In addition, American's pilots, flight attendants, and ground employee unions and the US Airways, Inc. pilots union have agreed to terms for improved CBAs, effective upon the closing of AMR's proposed merger with US Airways Group, Inc. (US Airways Group) (see Note 12 and Note 13 to the Condensed Consolidated Financial Statements for further information regarding the merger). The US Airways, Inc. flight attendants union has also reached a tentative agreement with US Airways, Inc., which includes support for the merger. American's unions representing pilots and flight attendants are working with their counterparts at US Airways, Inc. to determine representation and single agreement protocols to be used to integrate workforce after the merger.

Merger Agreement and Plan of Reorganization. See Notes 12 and 13 to the Condensed Consolidated Financial Statements for information regarding the Merger Agreement and Plan.

Availability and Utilization of Net Operating Losses. The availability and utilization of net operating losses (and utilization of alternative minimum tax credits) after the Debtors' emergence from Chapter 11 is uncertain at this time and will be highly influenced by the composition of the plan of reorganization that is ultimately pursued. On January 27, 2012, the Bankruptcy Court issued a Final Order Establishing Notification Procedures for Substantial Claimholders and Equityholders and Approving Restrictions on Certain Transfers of Interests in the Debtors' Estates, which restricted trading in the Company's common stock and established certain procedures and potential restrictions with respect to the transfer of claims. The order was intended to prevent, or otherwise institute procedures and notification requirements with respect to, certain transfers of AMR Common Stock and unsecured claims against the Debtors that could impair the ability of the Debtors to use their net operating loss carryovers and certain other tax attributes on a reorganized basis. However, the Original Procedures did not envision the proposed merger between AMR and US Airways Group and, if implemented to take into account the proposed merger or an equivalent transaction, might have unduly restricted the amount of claims that may be accumulated and retained by certain holders. Accordingly, on February 22, 2013, the Debtors filed a motion with the Bankruptcy Court to revise the Original Procedures (as so revised, the Revised Procedures). On April 11, 2013, the Bankruptcy Court entered an order (the Revised Order) approving the Revised Procedures.

With respect to holders of unsecured claims against the Debtors, the Revised Procedures establish a process in which holders of unsecured claims in excess of a threshold amount may be required to file one or more Notices of Substantial Claim Ownership, and, under certain circumstances, may be required to sell all or a portion of any unsecured claims acquired during the Chapter 11 Cases. The Revised Procedures potentially apply to any person that beneficially owns either (1) more than \$190 million of claims against the Debtors or (2) a lower amount of claims which, when added to certain specified interests, including stock, in AMR or

US Airways Group, would result in such holder holding the “Applicable Percentage,” generally 4.5 percent, of the reorganized Debtors. In connection with the filing of a Notice of Substantial Claim Ownership, a holder must indicate if it will agree to refrain from acquiring additional AMR and US Airways Group common stock and such other specified interests until after the effective date of the Debtors' Chapter 11 plan of reorganization, and to dispose of any such interests acquired since February 22, 2013. This can affect the manner in which the Revised Procedures apply to certain holders.

The Revised Procedures did not alter the procedures applicable with respect to “Substantial Equityholders,” namely persons who are, or as a result of a transaction would become, the beneficial owner of approximately 4.5 percent of the outstanding shares of AMR Common Stock.

Any acquisition, disposition, or other transfer of equity or claims in violation of the restrictions set forth in the Revised Order will be null and void ab initio and/or subject to sanctions as an act in violation of the automatic stay under sections 105(a) and 362 of the United States Bankruptcy Code.

Liabilities Subject to Compromise

The following table summarizes the components of liabilities subject to compromise included on the Condensed Consolidated Balance Sheet as of March 31, 2013 and December 31, 2012:

(in millions)

	March 31, 2013	December 31, 2012
Long-term debt	\$ 358	\$ 358
Estimated allowed claims on aircraft lease and debt obligations and facility lease and bond obligations	3,874	3,716
Pension and postretirement benefits	1,237	1,250
Accounts payable and other accrued liabilities	314	370
Other	—	—
Total liabilities subject to compromise	<u>\$ 5,783</u>	<u>\$ 5,694</u>

Long-term debt, including undersecured debt, classified as subject to compromise as of March 31, 2013 and December 31, 2012 consisted of (in millions):

	March 31, 2013	December 31, 2012
Secured variable and fixed rate indebtedness due through 2023 (effective rates from 1.00% - 13.00% at March 31, 2013)	\$ 172	\$ 172
6.00%—8.50% special facility revenue bonds due through 2036	186	186
	<u>\$ 358</u>	<u>\$ 358</u>

Liabilities subject to compromise refers to prepetition obligations which may be impacted by the Chapter 11 reorganization process. These amounts represent the Debtors' current estimate of known or potential prepetition obligations to be resolved in connection with the Chapter 11 Cases.

In accordance with ASC 852, substantially all of the Company's unsecured debt has been classified as liabilities subject to compromise. Additionally, certain of the Company's undersecured debt instruments have also been classified as liabilities subject to compromise.

Pursuant to the Support Agreement, as defined and further described in Note 12 to the Condensed Consolidated Financial Statements, the Debtors agreed to allow certain post-petition unsecured claims on obligations. As a result, the Company recorded interest charges of \$116 million to liabilities subject to compromise to recognize post-petition interest expense on unsecured obligations.

As a result of the modifications to the retirement benefits as discussed in Note 8 to the Condensed Consolidated Financial Statements, a portion of the pension and postretirement benefits liability, primarily relating to retiree medical and other benefits, was classified as liabilities subject to compromise, as of March 31, 2013.

Differences between liabilities the Debtors have estimated and the claims filed, or to be filed, will be investigated and resolved in connection with the claims resolution process. The Company will continue to evaluate these liabilities throughout the Chapter

11 Cases and adjust amounts as necessary. Such adjustments may be material. In light of the expected number of creditors, the claims resolution process may take considerable time to complete. Accordingly, the ultimate number and amount of allowed claims is not presently known.

Reorganization Items, net

Reorganization items refer to revenues, expenses (including professional fees), realized gains and losses and provisions for losses that are realized or incurred in the Chapter 11 Cases. The following table summarizes the components included in reorganization items, net on the Consolidated Statements of Operations for the three months ended March 31, 2013 and March 31, 2012:

(in millions)

	Three Months Ended March 31,	
	2013	2012
Pension and postretirement benefits	\$ —	\$ —
Aircraft and facility financing renegotiations and rejections ⁽¹⁾⁽²⁾⁽³⁾	136	1,357
Professional fees	39	45
Other	(15)	—
Total reorganization items, net	\$ 160	\$ 1,402

(1) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to the rejection or modification of financings related to aircraft. The Debtors record an estimated claim associated with the rejection or modification of a financing when the applicable motion is filed with the Bankruptcy Court to reject or modify such financing and the Debtors believe that it is probable the motion will be approved, and there is sufficient information to estimate the claim. Modifications of the financings related to certain aircraft remain subject to conditions, including reaching agreement on definitive documentation. See above, “Special Protection Applicable to Leases and Secured Financing of Aircraft and Aircraft Equipment,” for further information.

(2) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to entry of orders treating as unsecured claims with respect to facility agreements supporting certain issuances of special facility revenue bonds. The Debtors record an estimated claim associated with the treatment of claims with respect to facility agreements when the applicable motion is filed with the Bankruptcy Court and the Debtors believe that it is probable that the motion will be approved, and there is sufficient information to estimate the claim. See above, “Rejection of Executory Contracts,” for further information.

(3) Pursuant to the Support Agreement, as defined and further described in Note 12 to the Condensed Consolidated Financial Statements, the Debtors agreed to allow certain post-petition unsecured claims on obligations. As a result, the Company recorded reorganization charges to adjust estimated allowed claim amounts previously recorded on rejected special facility revenue bonds of \$127 million, which is included in the table above.

Claims related to reorganization items are reflected in liabilities subject to compromise on the Condensed Consolidated Balance Sheet as of March 31, 2013.

2. Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with United States (U.S.) generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, these financial statements contain all adjustments, consisting of normal recurring accruals, necessary to present fairly the financial position, results of operations and cash flows for the periods indicated. Results of operations for the periods presented herein are not necessarily indicative of results of operations for the entire year. American is a wholly owned subsidiary of AMR. The Condensed Consolidated Financial Statements also include the accounts of variable interest entities for which the Company is the primary beneficiary. For further information, refer to the consolidated financial statements and footnotes included in the American Annual Report on Form 10-K filed on February 20, 2013, as amended by the Form 10-K/A filed on April 16, 2013 (2012 Form 10-K).

In accordance with GAAP, the Debtors have applied ASC 852 “Reorganizations” (ASC 852), in preparing the Condensed Consolidated Financial Statements. ASC 852 requires that the financial statements, for periods subsequent to the Chapter 11 Cases, distinguish transactions and events that are directly associated with the reorganization from the ongoing operations of the business. Accordingly, certain revenues, expenses (including professional fees), realized gains and losses and provisions for losses that are realized or incurred in the Chapter 11 Cases are recorded in reorganization items, net on the accompanying Consolidated Statement of Operations. In addition, prepetition obligations that may be impacted by the Chapter 11 reorganization process have been classified on the Condensed Consolidated Balance Sheet in liabilities subject to compromise. These liabilities are reported at the amounts expected to be allowed by the Bankruptcy Court, even if they may be settled for lesser amounts.

Certain of our non-U.S. subsidiaries were not part of the Chapter 11 filings. Since the non-US subsidiaries not part of the bankruptcy filing do not have significant transactions, we do not separately disclose the condensed combined financial statements of such non-U.S. subsidiaries in accordance with the requirements of reorganization accounting.

These Condensed Consolidated Financial Statements have also been prepared on a going concern basis, which contemplates continuity of operations, realization of assets and satisfaction of liabilities in the ordinary course of business. Accordingly, the Condensed Consolidated Financial Statements do not include any adjustments relating to the recoverability of assets and classification of liabilities that might be necessary should the Debtors be unable to continue as a going concern.

As a result of the Chapter 11 Cases, the satisfaction of our liabilities and funding of ongoing operations are subject to uncertainty and, accordingly, there is a substantial doubt of the Company’s ability to continue as a going concern.

The accompanying Condensed Consolidated Financial Statements do not purport to reflect or provide for the consequences of the Chapter 11 Cases, other than as set forth under “liabilities subject to compromise” on the accompanying Condensed Consolidated Balance Sheet and “income (loss) before reorganization items” and “reorganization items, net” on the accompanying Consolidated Statement of Operations (see Note 1 to the Condensed Consolidated Financial Statements). In particular, the financial statements do not purport to show (1) as to assets, their realizable value on a liquidation basis or their availability to satisfy liabilities; (2) as to prepetition liabilities, the amounts that may be allowed for claims or contingencies, or the status and priority thereof; or (3) as to operations, the effect of any changes that may be made to the Debtors’ business.

3. Commitments, Contingencies and Guarantees

Restructuring of Agreements with The Boeing Company and Amendment of Agreement with Airbus S.A.S.

American entered into an agreement on January 11, 2013 (the Restructuring Agreement) with Boeing that provides for the assumption and restructuring of certain existing aircraft purchase agreements (the Restructured Aircraft Purchase Agreements) between Boeing and American, the entering into of a definitive purchase agreement (the MAX purchase agreement) with respect to Boeing 737 MAX aircraft (the MAX aircraft), certain financing commitments for the Boeing 787 aircraft (the 787 aircraft) and certain Boeing 737-8 aircraft (the 737 aircraft), the assumption of certain other aircraft spare parts, support and services agreements, and a comprehensive settlement of the relationship among American and its affiliates and Boeing and certain affiliates of Boeing, including all claims asserted by Boeing and such affiliates in the Chapter 11 Cases, with certain limited exceptions.

The Bankruptcy Court issued an order on January 23, 2013 approving the Restructuring Agreement, assumption of the Restructured Aircraft Purchase Agreements, and the MAX purchase agreement. The Restructured Aircraft Purchase Agreements provide for the substitution of 787-8 aircraft for certain 787-9 aircraft, an accelerated delivery schedule for the 787 aircraft with deliveries scheduled to commence in November 2014 and continue in each calendar year through September 2018, and the confirmation of the purchase of the Boeing 787 aircraft, which previously had been subject to certain reconfirmation rights. Under the Restructured Aircraft Purchase Agreements, American will have the option to purchase 40 737 aircraft, 13 777 aircraft and 58 787 aircraft.

Pursuant to the Restructuring Agreement, American entered into the MAX purchase agreement pursuant to which American will acquire 100 MAX aircraft, equipped with new, more fuel efficient engines. The MAX purchase agreement constitutes the definitive purchase agreement contemplated by, and supersedes, the agreement entered into by American and Boeing on July 19, 2011 (the 2011 MAX order) that provided for the commitment of American to purchase such MAX aircraft (referred to in the 2011 MAX order as 737RE aircraft). The 2011 MAX order was subject to a number of contingencies, including the parties entering into a definitive purchase agreement and Boeing’s approval of the launch of the Boeing 737 re-engined aircraft program, which was approved in August, 2011. Under the MAX purchase agreement, MAX aircraft are scheduled to be delivered to American in each of the years 2018 through 2022. In addition, under the MAX purchase agreement, American will have the option to purchase 60 additional MAX aircraft in the years 2020-2025.

American also, on January 11, 2013, entered into an amendment to the A320 Family Aircraft Purchase Agreement with Airbus, dated July 20, 2011 (the Airbus Amendment) specifying the scheduled delivery months of certain aircraft and revising the date by which American must notify Airbus of the engine selection of certain aircraft types. The Airbus Amendment became effective on

January 23, 2013, when the Court entered an order approving assumption of the A320 Family Purchase Agreement. Agreements pursuant to which Airbus agreed to providing financing for the purchase of certain aircraft also were assumed.

American had total aircraft acquisition commitments as of March 31, 2013 as follows:

		Boeing			Airbus		Total
		737 Family	737 MAX	777-300 ER	787 Family	A320 Family	
Remainder of 2013	<u>Purchase</u>	22	—	5	—	—	27
	<u>Lease</u>	—	—	—	—	20	20
2014	<u>Purchase</u>	16	—	6	2	—	24
	<u>Lease</u>	4	—	—	—	35	39
2015	<u>Purchase</u>	—	—	2	11	—	13
	<u>Lease</u>	20	—	—	—	30	50
2016	<u>Purchase</u>	—	—	2	13	—	15
	<u>Lease</u>	20	—	—	—	25	45
2017	<u>Purchase</u>	—	—	—	9	—	19
	<u>Lease</u>	20	—	—	—	20	40
2018 and beyond	<u>Purchase</u>	—	100	—	7	—	227
	<u>Lease</u>	—	—	—	—	—	—
Total	<u>Purchase</u>	38	100	15	42	—	325
	<u>Lease</u>	64	—	—	—	130	194

As of March 31, 2013, and subject to assumption of certain of the related agreements, payments for the above purchase commitments and certain engines will approximate \$1.6 billion in the remainder of 2013, \$1.9 billion in 2014, \$1.7 billion in 2015, \$2.1 billion in 2016, \$2.1 billion in 2017, and \$12.6 billion for 2018 and beyond. These amounts are net of purchase deposits currently held by the manufacturers. American has granted Boeing a security interest in American's purchase deposits with Boeing. The Company's purchase deposits totaled \$721 million as of March 31, 2013.

As of March 31, 2013, and subject to assumption of certain of the related agreements, total future lease payments for all leased aircraft, including aircraft not yet delivered, will approximate \$624 million in the remainder of 2013, \$945 million in 2014, \$1.2 billion in 2015, \$1.4 billion in 2016, \$1.6 billion in 2017, and \$11.7 billion in 2018 and beyond.

In 2010, American and Japan Airlines (JAL) entered into a Joint Business Agreement (JBA) under which, amongst other things, American provided JAL a guarantee of certain minimum incremental revenue resulting from the successful operation of the joint business for the first three years following its implementation (which period will end June 30, 2015), subject to certain terms and conditions. The amount required to be paid by the Company under the guarantee in any one of such years may not exceed \$100 million, and is reduced if capacity for one of such years is less than a defined base year period capacity. Based on current Trans-Pacific capacity, the guarantee in any one of such years may not exceed approximately \$85 million. As of March 31, 2013, based on an expected probability model, American had a recorded guarantee liability that is not material.

Capacity Purchase Agreements with Third Party Regional Airlines

During 2012, American entered into capacity purchase agreements with SkyWest Airlines, Inc. (SkyWest) and with ExpressJet Airlines, Inc. (ExpressJet), both wholly owned subsidiaries of SkyWest, Inc., to provide 50-seat regional jet feed. Both airlines operate the services under the American Eagle® brand. SkyWest began service from Los Angeles International Airport on November 15, 2012, and ExpressJet began service from Dallas-Ft. Worth International Airport on February 14, 2013. In addition, Chautauqua Airlines, Inc. (Chautauqua) continues to operate under the brand AmericanConnection® under a capacity purchase agreement with American.

On January 23, 2013, American entered into a 12 year capacity purchase agreement with Republic Airline Inc. (Republic), a subsidiary of Republic Airways Holdings, to provide large regional jet flying. Through the agreement, Republic will acquire 47 Embraer E-175 aircraft featuring a two-class cabin with 12 first class seats and 64 seats in the main cabin. The aircraft, which will fly under the American Eagle® brand, will phase into operation at approximately two to three aircraft per month beginning in mid-2013. All 47 aircraft are expected to be in operation by the first quarter of 2015.

As of March 31, 2013, American's minimum fixed obligations under its capacity purchase agreements with third party regional airlines were approximately \$257 million in the remainder of 2013, \$521 million in 2014, \$670 million in 2015, \$676 million in

2016, \$520 million in 2017 and \$4.4 billion in 2018 and beyond. These obligations contemplate minimum levels of flying by the third party airlines under the respective agreements and also reflect assumptions regarding certain costs associated with the minimum levels of flying such as the cost of fuel, insurance, catering, property tax and landing fees. Accordingly, actual payments under these agreements could differ materially from the minimum fixed obligations set forth above.

Other

As a result of the filing of the Chapter 11 Cases, attempts to prosecute, collect, secure or enforce remedies with respect to prepetition claims against the Debtors are subject to the automatic stay provisions of Section 362(a) of the Bankruptcy Code, except in such cases where the Bankruptcy Court has entered an order modifying or lifting the automatic stay. Notwithstanding the general application of the automatic stay described above, governmental authorities, both domestic and foreign, may determine to continue actions brought under their regulatory powers. Therefore, the automatic stay may have no effect on certain matters, and the Debtors cannot predict the impact, if any, that its Chapter 11 Cases might have on its commitments and obligations.

4. Depreciation and Amortization

Accumulated depreciation of owned equipment and property at March 31, 2013 and December 31, 2012 was \$10.6 billion and \$10.4 billion, respectively. Accumulated amortization of equipment and property under capital leases at March 31, 2013 and December 31, 2012 was \$219 million and \$205 million, respectively.

5. Income Taxes

The Company provides a valuation allowance for deferred tax assets when it is more likely than not that some portion, or all, of its deferred tax assets will not be realized. The Company's deferred tax asset valuation allowance increased from \$5.1 billion as of December 31, 2012 to \$5.2 billion as of March 31, 2013, including the impact of comprehensive income for the three months ended March 31, 2013 and changes from other adjustments. These other adjustments include the realization of an income tax expense credit of approximately \$30 million recorded for the three months ended March 31, 2013 by the Company as a result of passage of the American Taxpayer Relief Act of 2012. There was no amount of adjustment recorded by the Company during the quarter ended March 31, 2012.

Under current accounting rules, the Company is required to consider all items (including items recorded in other comprehensive income) in determining the amount of tax benefit that results from a loss from continuing operations and that should be allocated to continuing operations. Due to the significant volatility of items impacting other comprehensive income on a quarterly basis, the Company generally does not record any such tax benefit allocation until all items impacting other comprehensive income are known for the annual period. Thus, any such interim tax benefit allocation may subsequently be subject to reversal.

6. Indebtedness and Leases

Long-term debt classified as not subject to compromise consisted of (in millions):

	March 31, 2013	December 31, 2012
Secured variable and fixed rate indebtedness due through 2023 (effective rates from 1.00%-13.00% at March 31, 2013)	\$ 3,004	\$ 3,297
Enhanced equipment trust certificates (EETC) due through 2025 (rates from 4.00%-10.375% at March 31, 2013)	1,851	1,741
6.00%-8.50% special facility revenue bonds due through 2036	1,314	1,313
7.50% senior secured notes due 2016	1,000	1,000
AAAdvantage Miles advance purchase (net of discount of \$50 million) (effective rate 8.3%)	733	772
Other	27	27
	<u>7,929</u>	<u>8,150</u>
Less current maturities	1,256	1,388
Long-term debt, less current maturities	<u>\$ 6,673</u>	<u>\$ 6,762</u>

The financings listed in the table above are considered not subject to compromise. For information regarding the liabilities subject to compromise, see Note 1 to the Condensed Consolidated Financial Statements.

The Company's future long-term debt and operating lease payments have changed as its ordered aircraft are delivered and such deliveries have been financed. As of March 31, 2013, maturities of long-term debt (including sinking fund requirements) for the next five years are:

Years Ending December 31 (in millions)	Principal Not Subject to Compromise	Principal Subject to Compromise	Total Principal Amount
Remainder of 2013	\$ 1,004	\$ 93	\$ 1,097
2014	870	152	1,022
2015	768	5	773
2016	1,762	5	1,767
2017	503	42	545

Principal Not Subject to Compromise and Subject to Compromise includes payments not made due to the Chapter 11 Cases of \$451 million and \$64 million, respectively.

Future minimum lease payments required under operating leases that have initial or remaining non-cancelable lease terms in excess of a year as of March 31, 2013, were: remainder of 2013 – \$853 million, 2014 – \$1.0 billion, 2015 – \$977 million, 2016 – \$900 million, 2017 – \$860 million, and 2018 and beyond – \$5.1 billion. As of March 31, 2013, \$201 million and \$163 million are included on the accompanying balance sheet in Liabilities Subject to Compromise and Accrued liabilities and other liabilities and deferred credits, respectively, relating to rent expense being recorded in advance of future operating lease payments.

As of March 31, 2013, AMR had issued guarantees covering approximately \$1.5 billion of American's tax-exempt bond debt (and interest thereon) and \$4.1 billion of American's secured debt (and interest thereon). American had issued guarantees covering approximately \$842 million of AMR's unsecured debt (and interest thereon).

EETC Transactions

On March 12, 2013, American closed its private offering of two tranches of enhanced equipment trust certificates (the Series 2013-1 EETCs) in the aggregate face amount of \$664 million. The Series 2013-1 EETCs are comprised of a senior tranche of Class A Certificates with an interest rate of 4.00% per annum and a final expected distribution date of July 15, 2025, and a junior tranche of Class B Certificates with an interest rate of 5.625% per annum and a final expected distribution date of January 15, 2021. The Series 2013-1 EETCs represent an interest in the assets of two separate pass through trusts, each of which hold equipment notes issued or expected to be issued by American. Interest on the issued and outstanding equipment notes will be payable semiannually on January 15 and July 15 of each year, commencing on July 15, 2013, and principal on such equipment notes is scheduled for payment on January 15 and July 15 of certain years, commencing on January 15, 2014. The equipment notes are secured by eight currently owned Boeing 737-823 aircraft and one currently owned Boeing 777-223ER aircraft and are expected to be secured by four new Boeing 777-323ER aircraft currently scheduled for delivery to American during the period from April 2013 to July 2013. The certificates were offered in the U.S. 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 Company filed a motion with the Bankruptcy Court on October 9, 2012, requesting entry of an order authorizing American to, among other things: (i) obtain postpetition financing in an amount of up to \$1.5 billion secured on a first priority basis by, among other things, up to 41 Boeing 737-823 aircraft, 14 Boeing 757-223 aircraft, one Boeing 767-323ER aircraft and 19 Boeing 777-223ER aircraft as part of a new enhanced equipment trust certificate (EETC) financing (the Refinancing EETC) to be offered pursuant to Rule 144A under the Securities Act, and (ii) use cash on hand (including proceeds of the Refinancing EETC) to indefeasibly repay the existing prepetition obligations secured by such aircraft, as applicable, which are currently financed through, as the case may be, an EETC financing entered into by American in July 2009 (the Series 2009-1 Pass Through Certificates), a secured notes financing entered into by American in July 2009 (the 2009-2 Senior Secured Notes) and an EETC financing entered into by American in October 2011 (the Series 2011-2 Pass Through Certificates and, together with the Series 2009-1 Pass Through Certificates and the 2009-2 Senior Secured Notes, the Existing Financings), in each case without the payment of any make-whole amount or other premium or prepayment penalty. American expects the Refinancing EETC structure to be substantially similar to the structure of the Series 2011-2 Pass Through Certificates, other than the economic terms (such as the interest rate) and certain terms and conditions to be in effect during its current Chapter 11 bankruptcy case.

The Bankruptcy Court approved the motion on January 17, 2013 and entered an order (the EETC Order) pursuant to such effect on February 1, 2013. The trustees for the Existing Financings have appealed the EETC Order and judgments rendered in certain related adversary proceedings. The appeals are currently being briefed before the Second Circuit Court of Appeals and will be fully submitted by April 30, 2013. The Company intends to continue to assert vigorously its rights to repay the Existing Financings without the payment of any make-whole amount or other premium or prepayment penalty, and the Company is considering all of its options, including the payment of the Existing Financings and closing the Refinancing EETC notwithstanding such appeal. There can be no assurance that the refinancing EETC will be able to be effected on acceptable terms, if at all.

Sale-leaseback Arrangements

American has entered into sale-leaseback arrangements with certain leasing companies to finance 32 Boeing 737-800 aircraft scheduled to be delivered from April 2013 through 2014. The financings of each aircraft under these arrangements are subject to certain terms and conditions. In addition, in some instances, they are also subject to collaboration with the Creditors' Committee and other key stakeholders and to the approval of the Bankruptcy Court.

During the first three months of 2013, American financed 8 Boeing 737-800 and three Boeing 777-300ER aircraft under sale-leaseback arrangements, which are accounted for as operating leases. These sale-leaseback transactions resulted in gains which are being amortized over the respective remaining lease terms.

Collateral Related Covenants

Certain of American's debt financing agreements contain loan to value ratio covenants and require American to periodically appraise the collateral. Pursuant to such agreements, if the loan to value ratio exceeds a specified threshold, American is required, as applicable, to subject additional qualifying collateral (which in some cases may include cash collateral), or pay down such financing, in whole or in part, with premium (if any), or pay additional interest on the related indebtedness, as described below.

Specifically, American is required to meet certain collateral coverage tests on a periodic basis on two financing transactions: (1) 10.5% \$450 million Senior Secured Notes due 2012 (the 10.5% Notes) and (2) Senior Secured Notes, as described below:

	10.5% Notes	Senior Secured Notes												
Frequency of Appraisals	Semi-Annual (April and October)	Semi-Annual (June and December)												
LTV Requirement	43%; failure to meet collateral test requires posting of additional collateral	1.5x Collateral valuation to amount of debt outstanding (67% LTV); failure to meet collateral test results in American paying 2% additional interest until the ratio is at least 1.5x; additional collateral can be posted to meet this requirement												
LTV as of Last Measurement Date	47.5%	38.8%												
Collateral Description	143 aircraft consisting of: <table border="1"> <thead> <tr> <th>Type</th> <th># of Aircraft</th> </tr> </thead> <tbody> <tr> <td>MD-80</td> <td>74</td> </tr> <tr> <td>B757-200</td> <td>41</td> </tr> <tr> <td>B767-200ER</td> <td>3</td> </tr> <tr> <td>B767-300ER</td> <td>25</td> </tr> <tr> <td>TOTAL</td> <td>143</td> </tr> </tbody> </table>	Type	# of Aircraft	MD-80	74	B757-200	41	B767-200ER	3	B767-300ER	25	TOTAL	143	Generally, certain route authorities, take-off and landing slots, and rights to airport facilities used by American to operate certain services between the U.S. and London Heathrow, Tokyo Narita/Haneda, and China
Type	# of Aircraft													
MD-80	74													
B757-200	41													
B767-200ER	3													
B767-300ER	25													
TOTAL	143													

At March 31, 2013, the Company was in compliance with the most recently completed collateral coverage tests for the Senior Secured Notes. As of March 31, 2013, American had \$41 million of cash collateral posted with respect to the 10.5% notes, which matured in 2012. The Company has not satisfied the debt with respect to the 10.5% notes due to the ongoing Chapter 11 Cases.

Other

Almost all of the Company's aircraft assets (including aircraft and aircraft-related assets eligible for the benefits of section 1110 of the Bankruptcy Code) are encumbered, and the Company has a very limited quantity of assets which could be used as collateral in financing.

The Chapter 11 Cases triggered defaults on substantially all debt and lease obligations of the Debtors. However, under section 362 of the Bankruptcy Code, the commencement of a Chapter 11 case automatically stays most creditor actions against the Debtors' estates.

As discussed in Note 1 to the Condensed Consolidated Financial Statements, the Company has been using the benefits afforded by the Bankruptcy Code to restructure the terms of much of its indebtedness and lease obligations. The Company cannot predict at this time the outcome of its efforts to restructure its indebtedness and lease obligations. It is possible that holders of the Company's unsecured indebtedness may lose a portion of their investment depending on the outcome of the Chapter 11 Cases.

7. Fair Value Measurements

The Company utilizes the market approach to measure fair value for its financial assets and liabilities. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. The Company's short-term investments classified as Level 2 primarily utilize broker quotes in a non-active market for valuation of these securities. The Company's fuel derivative contracts, which consist primarily of collars (consisting of a purchased call option and a sold put option) and call spreads (consisting of a purchased call option and a sold call option), are valued using energy and commodity market data which is derived by combining raw inputs with quantitative models and processes to generate forward curves and volatilities. Heating oil, jet fuel and crude oil are the primary underlying commodities in the hedge portfolio. No changes in valuation techniques or inputs occurred during the three months ended March 31, 2013.

Assets and liabilities measured at fair value on a recurring basis are summarized below:

(in millions) Description	Fair Value Measurements as of March 31, 2013			
	Total	Level 1	Level 2	Level 3
Short-term investments^{1, 2}				
Money market funds	\$ 415	\$ 415	\$ —	\$ —
Government agency investments	609	—	609	—
Repurchase investments	280	—	280	—
Corporate obligations	1,749	—	1,749	—
Bank notes / Certificates of deposit / Time deposits	583	—	583	—
	<u>3,636</u>	<u>415</u>	<u>3,221</u>	<u>—</u>
Restricted cash and short-term investments ¹	853	853	—	—
Fuel derivative contracts, net ¹	66	—	66	—
Total	<u>\$ 4,555</u>	<u>\$ 1,268</u>	<u>\$ 3,287</u>	<u>\$ —</u>

¹ Unrealized gains or losses on short-term investments, restricted cash and short-term investments and derivatives qualifying for hedge accounting are recorded in Accumulated other comprehensive income (loss) at each measurement date.

² The Company's short-term investments mature in one year or less except for \$350 million of Bank notes/Certificates of deposit/Time deposits, \$609 million of U.S. Government agency investments and \$470 million of Corporate obligations which have maturity dates exceeding one year.

No significant transfers between Level 1 and Level 2 occurred during the three months ended March 31, 2013. The Company's policy regarding the recording of transfers between levels is to reflect any such transfers at the end of the reporting period.

As of March 31, 2013, the Company had no exposure to European sovereign debt.

The fair values of the Company's long-term debt classified as Level 2 were estimated using quoted market prices or discounted cash flow analyses, based on the Company's current estimated incremental borrowing rates for similar types of borrowing arrangements. All of the Company's long term debt not classified as subject to compromise is classified as Level 2.

The carrying value and estimated fair values of the Company's long-term debt, including current maturities, not classified as subject to compromise, were (in millions):

	March 31, 2013		December 31, 2012	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Secured variable and fixed rate indebtedness	\$ 3,004	\$ 2,883	\$ 3,297	\$ 3,143
Enhanced equipment trust certificates	1,851	1,946	1,741	1,811
6.0%—8.5% special facility revenue bonds	1,314	1,453	1,313	1,308
7.50% senior secured notes	1,000	1,150	1,000	1,074
AAdvantage Miles advance purchase	733	739	772	779
Other	27	27	27	27
	<u>\$ 7,929</u>	<u>\$ 8,198</u>	<u>\$ 8,150</u>	<u>\$ 8,142</u>

The carrying value and estimated fair value of the Company's long-term debt, including current maturities, classified as subject to compromise, were (in millions):

	March 31, 2013		December 31, 2012	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Secured variable and fixed rate indebtedness	\$ 172	\$ 148	\$ 172	\$ 154
6.0%—8.5% special facility revenue bonds	186	194	186	186
	<u>\$ 358</u>	<u>\$ 342</u>	<u>\$ 358</u>	<u>\$ 340</u>

All of the Company's long term debt classified as subject to compromise is classified as Level 2.

8. Retirement Benefits

The following tables provide the components of net periodic benefit cost for the three months ended March 31, 2013 and 2012 (in millions):

	Pension Benefits	
	Three Months Ended March 31,	
	2013	2012
<u>Components of net periodic benefit cost</u>		
Service cost	\$ 1	\$ 104
Interest cost	163	191
Expected return on assets	(180)	(166)
Amortization of:		
Prior service cost	7	4
Unrecognized net (gain) loss	23	61
Net periodic benefit cost	<u>\$ 14</u>	<u>\$ 194</u>

	Retiree Medical and Other Benefits	
	Three Months Ended March 31,	
	2013	2012
<u>Components of net periodic benefit cost</u>		
Service cost	\$ —	\$ 15
Interest cost	13	38
Expected return on assets	(4)	(4)
Amortization of:		
Prior service cost	(61)	(7)
Unrecognized net (gain) loss	(2)	(2)
Net periodic benefit cost	<u>\$ (54)</u>	<u>\$ 40</u>

The Company is required to make minimum contributions to its defined benefit pension plans under the minimum funding requirements of ERISA, the Pension Funding Equity Act of 2004, the Pension Protection Act of 2006, and the Pension Relief Act

of 2010. As a result of the Chapter 11 Cases, AMR contributed \$33 million to its U.S. defined benefit pension plans during the first quarter of 2013 covering post-petition periods. The Company's remaining 2013 contributions to its defined benefit pension plans are subject to the Chapter 11 proceedings. Prior to the closing of the Merger (see Note 13 to the Condensed Consolidated Financial Statements for further information), AMR and/or its subsidiaries will make all minimum required contributions to each AMR compensation and benefit plan that are required to have been made and were not made prior to the effective date of the Merger. As a result of the Company only contributing the post-petition portion of required contributions, the PBGC filed a lien against certain assets of the Company in 2012.

Recent Modifications to Pension and Other Post-Employment Benefits

The Company's defined benefit pension plans were frozen effective November 1, 2012. Eligible employees began to receive a replacement benefit under the Super Saver 401(k) Plan on November 1, 2012.

In December 2012, the Pilot A Plan, a defined benefit plan, was amended to remove the lump-sum option and the installment option forms of benefit effective December 31, 2012. A small group of American pilots is appealing the Bankruptcy Court's decision authorizing American to eliminate the lump sum option and installment option forms of benefit. This is the same group of pilots that is appealing the Bankruptcy Court's decisions authorizing American to reject the pilot CBA and approving the new pilot CBA. All of these appeals have been consolidated, and are pending in the U.S. District Court for the Southern District of New York.

The Pilot B Plan, a defined contribution plan, was terminated on November 30, 2012. Plan B assets will be distributed to pilots in mid-2013.

On July 6, 2012, the Company commenced an adversary proceeding in the Bankruptcy Court seeking a determination on the issue of vesting for former employees who retired and initiated retiree medical coverage before November 1, 2012. The Court held a hearing on January 23, 2013 and has not ruled on this matter as of the date of this report. The Company has been negotiating with the retiree committee since July 2012, seeking a consensual agreement to terminate subsidized retiree medical coverage and life insurance coverage. Those negotiations are continuing.

As a result of the modifications to the retirement benefits as discussed above, a portion of the pension and postretirement benefits liability, primarily relating to retiree medical and other benefits, was classified as liabilities subject to compromise. See Note 1 to the Condensed Consolidated Financial Statements for the breakout of liabilities subject to compromise, including that related to pension and postretirement benefits.

9. Special Charges and Merger Related Expenses

Special Charges

Based on agreements reached with various workgroups in 2012, the Company expects to reduce a total of approximately 10,500 positions. Consequently, during 2012, the Company recorded charges for severance related costs associated with the voluntary and involuntary reductions in certain work groups. The severance charges will be paid through the end of 2013.

The following table summarizes the components of the Company's special charges and the remaining accruals for these charges (in millions) as of March 31, 2013:

	Facility Exit Costs	Employee Charges	Total
Remaining accrual at December 31, 2012	\$ 4	192	\$ 196
Special charges	4	8	12
Non-cash charges	(4)	—	(4)
Adjustments	—	—	—
Payments	—	(61)	(61)
Remaining accrual at March 31, 2013	<u>\$ 4</u>	<u>\$ 139</u>	<u>\$ 143</u>

Merger Related Expenses

Merger related expenses for the three months ended March 31, 2013 were \$16 million. See Note 13 to the Condensed Consolidated Financial Statements for information on the Merger Agreement.

10. Financial Instruments and Risk Management

As part of the Company's risk management program, it uses a variety of financial instruments, primarily heating oil, jet fuel, and Brent crude collars (consisting of a purchased call option and a sold put option) and call spreads (consisting of a purchased call option and a sold call option), as cash flow hedges to mitigate commodity price risk. The Company does not hold or issue derivative financial instruments for trading purposes. As of March 31, 2013, the Company had fuel derivative contracts outstanding covering 19 million barrels of jet fuel that will be settled over the next 18 months. A deterioration of the Company's liquidity position and its Chapter 11 filing may negatively affect the Company's ability to hedge fuel in the future.

For the three months ended March 31, 2013 and March 31, 2012, the Company recognized a decrease of approximately \$8 million and \$29 million, respectively, in fuel expense on the accompanying consolidated statements of operations related to its fuel hedging agreements, including the ineffective portion of the hedges. The net fair value of the Company's fuel hedging agreements at March 31, 2013 and December 31, 2012, representing the amount the Company would receive upon termination of the agreements (net of settled contract assets), totaled \$61 million and \$62 million, respectively. As of March 31, 2013, the Company estimates that during the next twelve months it will reclassify from Accumulated other comprehensive loss into earnings approximately \$1 million in net gains.

The impact of cash flow hedges on the Company's Condensed Consolidated Financial Statements is depicted below (in millions):

Fair Value of Aircraft Fuel Derivative Instruments (all cash flow hedges)

Asset Derivatives as of				Liability Derivatives as of			
March 31, 2013		December 31, 2012		March 31, 2013		December 31, 2012	
Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Fuel derivative contracts	\$ 66	Fuel derivative contracts	\$ 65	Accrued liabilities	\$ —	Accrued liabilities	\$ —

Effect of Aircraft Fuel Derivative Instruments on Statements of Operations (all cash flow hedges)

Amount of Gain (Loss) Recognized in OCI on Derivative ¹ for the quarter ended March 31		Location of Gain (Loss) Reclassified from Accumulated OCI into Income ¹	Amount of Gain (Loss) Reclassified from Accumulated OCI into Income ¹ for the quarter ended March 31,		Location of Gain (Loss) Recognized in Income on Derivative ²	Amount of Gain (Loss) Recognized in Income on Derivative ² for the quarter ended March 31,	
2013	2012		2013	2012		2013	2012
\$ (13)	\$ 48	Aircraft Fuel	\$ 1	\$ 26	Aircraft Fuel	\$ 7	\$ 3

1. Effective portion of gain (loss)

2. Ineffective portion of gain (loss)

The Company is party to certain interest rate swap agreements that are accounted for as cash flow hedges. Ineffectiveness for these instruments is required to be measured at each reporting period. The ineffectiveness and fair value associated with all of the Company's interest rate cash flow hedges for all periods presented was not material.

While certain of the Company's fuel derivatives are subject to enforceable master netting agreements with its counterparties, the Company does not offset its fuel derivative assets and liabilities in its Condensed Consolidated Balance Sheets. Certain of these agreements would also allow for the offsetting of fuel derivatives with interest rate derivatives. The impact of offsetting derivative instruments is depicted below (in millions):

As of March 31, 2013:

	Gross asset (liability)	Gross asset (liability) offset in Balance Sheet	Net recognized asset (liability) in Balance Sheet	Gross asset (liability) not offset in Balance Sheet		Net Amount
				Financial Instruments	Cash Collateral Received (Posted)	
Fuel derivatives	\$ 66	\$ —	\$ 66	\$ —	\$ —	\$ 66

As of December 31, 2012:

	Gross asset (liability)	Gross asset (liability) offset in Balance Sheet	Net recognized asset (liability) in Balance Sheet	Gross asset (liability) not offset in Balance Sheet		Net Amount
				Financial Instruments	Cash Collateral Received (Posted)	
Fuel derivatives \$	65 \$	— \$	65 \$	— \$	— \$	65

As of March 31, 2013, the Company had posted cash collateral of an immaterial amount.

The Company is also exposed to credit losses in the event of non-performance by counterparties to these financial instruments, and although no assurances can be given, the Company does not expect any of the counterparties to fail to meet its obligations. The credit exposure related to these financial instruments is represented by the fair value of contracts with a positive fair value at the reporting date, reduced by the effects of master netting agreements. To manage credit risks, the Company selects counterparties based on credit ratings, limits its exposure to a single counterparty under defined guidelines, and monitors the market position of the program and its relative market position with each counterparty. The Company also maintains industry-standard security agreements with a number of its counterparties which may require the Company or the counterparty to post collateral if the value of selected instruments exceed specified mark-to-market thresholds or upon certain changes in credit ratings.

11. Accumulated Other Comprehensive Income (Loss)

The following table sets forth the changes in accumulated other comprehensive income (loss) by component (in millions):

	Pension and retiree medical liability	Unrealized gain (loss) on investments	Derivative financial instruments	Income tax benefit (expense)	Total
Balance at December 31, 2012	\$ (2,322)	\$ 2	\$ 13	\$ (781)	\$ (3,088)
Other comprehensive income (loss) before reclassifications	—	(1)	(15)	—	(16)
Amounts reclassified from accumulated other comprehensive income (loss)	(33)	—	(1)	—	(34)
Net current-period other comprehensive income (loss)	\$ (33)	\$ (1)	\$ (16)	\$ —	\$ (50)
Balance at March 31, 2013	\$ (2,355)	\$ 1	\$ (3)	\$ (781)	\$ (3,138)

Reclassifications out of accumulated other comprehensive income (loss) for the three months ended March 31, 2013 are as follows (in millions):

Details about accumulated other comprehensive income (loss) components	Amount reclassified from accumulated other comprehensive income (loss)	Affected line item in the statement where net income (loss) is presented
Amortization of pension and retiree medical liability		
Prior service cost	\$ (54)	¹
Actuarial loss	21	¹
Derivative financial instruments		
Cash flow hedges	(1)	Aircraft fuel
Total reclassifications for the period	\$ (34)	

¹These accumulated other comprehensive income components are included in the computation of net periodic pension and retiree medical costs. See Note 8 to the Condensed Consolidated Financial Statements for additional details.

12. Merger Agreement

Description of Agreement and Plan of Merger

On February 13, 2013, AMR, US Airways Group, Inc., a Delaware corporation (US Airways Group), and AMR Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of AMR (Merger Sub), entered into an Agreement and Plan of Merger (the Merger Agreement), providing for a business combination of AMR and US Airways Group. The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub will merge with and into US Airways Group (the Merger), with US Airways Group surviving as a wholly owned subsidiary of AMR. AMR and US Airways Group anticipate that immediately following the merger closing, AMR will change its name to American Airlines Group Inc. (AAG). Following the Merger, AAG will own, directly or indirectly, all of the equity interests of American, US Airways Group and their direct and indirect subsidiaries. The Merger Agreement and the transactions contemplated thereby, including the Merger, are subject to the approval of the Bankruptcy Court, and are to be effected pursuant to a plan of reorganization (the Plan) of the Debtors in connection with the Chapter 11 Cases. The Plan was filed on April 15, 2013, and is subject to confirmation and consummation in accordance with the requirements of the Bankruptcy Code.

Subject to the terms and conditions of the Merger Agreement, which has been approved by the boards of directors of the respective parties, upon completion of the Merger, US Airways Group stockholders will receive one share of common stock of AAG (AAG Common Stock) for each share of US Airways Group common stock. The aggregate number of shares of AAG Common Stock issuable to holders of US Airways Group equity instruments (including stockholders and holders of convertible notes, options, stock appreciation rights and restricted stock units) will represent 28% of the diluted capitalization of AAG after giving effect to

the Plan. The remaining 72% diluted equity ownership of AAG will be distributable, pursuant to the Plan, to the Debtors' stakeholders, labor unions and certain employees.

All of the equity interests in AAG will be issued solely pursuant to the Merger Agreement or the Plan. Pursuant to the proposed Plan filed with the Bankruptcy Court on April 15, 2013, holders of AMR equity interests are expected to receive a recovery on such interests in the form of a distribution of AAG common stock. Implementation of the Plan and the making of any distributions thereunder are subject to confirmation thereof in accordance with the provisions of the Bankruptcy Code, the occurrence of the effective date under the Plan and the consummation of the Merger.

The Merger is intended to qualify, for federal income tax purposes, as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended.

The Merger Agreement provides that, upon consummation of the Merger, the board of directors of the combined company will initially consist of 12 members, composed of (i) Thomas W. Horton, AMR's current chairman, chief executive officer and president, who will serve as chairman of AAG until the earlier of (A) one year after the closing of the Merger and (B) the day immediately prior to the first annual meeting of stockholders of the combined company (provided that such meeting will not occur prior to May 1, 2014), (ii) W. Douglas Parker, US Airways Group current chief executive officer, who will serve as chief executive officer of AAG and will serve as chairman of AAG following the end of Mr. Horton's term, (iii) two independent directors designated by AMR, (iv) three independent directors designated by US Airways Group, and (v) five independent directors designated by a search committee consisting of representatives of the Creditors' Committee and certain representatives of creditors signatory to the support agreement with AMR referred to below. One of such independent directors will serve as lead independent director. Subject to applicable law, prior to the Merger, senior executives from each of AMR and US Airways Group will engage in a planning process for integration purposes.

AMR and US Airways Group have each made customary representations, warranties and covenants in the Merger Agreement, including, among others, covenants to conduct their businesses in the ordinary and usual course between the execution of the Merger Agreement and the consummation of the Merger, subject to certain restrictions as set forth in the Merger Agreement. In addition, the Merger Agreement contains "no shop" provisions that restrict each party's ability to initiate, solicit or knowingly encourage or facilitate competing third-party proposals for any transaction involving a merger of such party or the acquisition of a significant portion of its stock or assets, although each party may consider competing, unsolicited proposals and enter into discussions or negotiations regarding such proposals, if its board of directors determines that any such acquisition proposal constitutes, or is reasonably likely to lead to, a superior proposal and that the failure to take such action is reasonably likely to be inconsistent with its fiduciary duties under applicable law.

US Airways Group has agreed to certain additional customary covenants in the Merger Agreement, including, among others, subject to certain exceptions, (i) to cause a stockholder meeting to be held to consider adoption of the Merger Agreement and (ii) for its board of directors to recommend adoption of the Merger Agreement by US Airways Group stockholders. AMR has also agreed to certain additional customary covenants in the Merger Agreement, including, among others, subject to certain exceptions, (i) to pursue confirmation of the Plan and (ii) for its board of directors to recommend adoption of the Merger Agreement by the Debtors' stakeholders.

Consummation of the Merger is subject to customary conditions, including, among others: (i) approval by the stockholders of US Airways Group; (ii) expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the receipt of certain other regulatory approvals; (iii) absence of any order or injunction prohibiting the consummation of the Merger; (iv) Bankruptcy Court confirmation of the Plan, which must contain certain specified provisions defined in the Merger Agreement; (v) subject to certain exceptions, the accuracy of representations and warranties with respect to the business of AMR or US Airways Group, as applicable; (vi) each of AMR and US Airways Group having performed their respective obligations pursuant to the Merger Agreement; and (vii) receipt by each of the Company and US Airways Group of a customary tax opinion.

The Merger Agreement contains certain termination rights for AMR and US Airways Group, and further provides that, upon termination of the Merger Agreement under specified circumstances, (i) AMR may be required to pay US Airways Group a termination fee of \$135 million in the event it terminates the agreement to enter into a superior proposal and \$195 million if US Airways Group terminates the Merger Agreement in the event of a knowing and deliberate breach of the Merger Agreement by AMR and (ii) US Airways Group may be required to pay AMR a termination fee of \$55 million in the event it terminates the agreement to enter into a superior proposal and \$195 million if AMR terminates the Merger Agreement in the event of a knowing and deliberate breach of the Merger Agreement by US Airways Group.

On February 22, 2013, the Debtors filed a motion for entry of the Merger Support Order, which is defined as an order of the Bankruptcy Court approving the Merger Agreement and certain related matters contemplated thereby in the form required by the Merger Agreement. The Bankruptcy Court conducted a hearing on the Debtors' motion on March 27, 2013. As of April 16, 2013,

the Bankruptcy Court has not entered the Merger Support Order in the form required by the Merger Agreement. If the Merger Support Order is not entered on or before May 14, 2013, the Merger Agreement may be terminated in accordance with its termination provisions. Unless and until the Merger Support Order is entered, the Merger Agreement is not binding on or enforceable against AMR, US Airways Group or AMR Merger Sub. Based on the Bankruptcy Court hearing on March 27, 2013 to consider the Merger Support Motion and any related objections and the memorandum of decision issued by the Bankruptcy Court on April 11, 2013, AMR and US Airways Group anticipate that the Bankruptcy Court will enter an order that fails to meet all of the requirements of the Merger Agreement. AMR and US Airways Group are discussing how to address this anticipated issue.

Support Agreement and Term Sheet

On February 13, 2013, AMR and the other Debtors entered into a Support and Settlement Agreement (the Support Agreement) with certain significant holders of certain prepetition claims against one or more of the Debtors (such holders of claims, the Consenting Creditors), aggregating approximately \$1.2 billion of prepetition unsecured claims. Pursuant to the terms of the Support Agreement, each Consenting Creditor has agreed, among other things, and subject to certain conditions, to (a) vote in favor of a Plan, which must include certain terms specified in a Term Sheet attached to the Support Agreement (the Term Sheet), (b) generally support confirmation and consummation of the Plan and (c) not to support or solicit any plan in opposition to the Plan. Confirmation and consummation of the Plan are subject to compliance with the provisions of the Bankruptcy Code and to the closing of the Merger.

The Support Agreement may be terminated upon the occurrence of certain events, including: (a) certain breaches by the Debtors or Consenting Creditors under the Support Agreement; (b) termination of the Merger Agreement or the announcement by AMR or US Airways Group of their intent to terminate the Merger Agreement (in which case the Support Agreement would terminate automatically); (c) the failure to meet certain milestones with respect to achieving confirmation and consummation of the Plan; (d) the filing, amendment or modification of certain documents, including the Plan, in a manner materially inconsistent with the Support Agreement and materially adverse to a Consenting Creditor (in which case the Support Agreement can be terminated by such Consenting Creditor solely with respect to itself); (e) the amendment or modification of the Merger Agreement in a manner that is materially adverse to a Consenting Creditor (in which case the Support Agreement can be terminated by such Consenting Creditor solely with respect to itself); and (f) if the volume weighted average price of US Airways Group common stock for the thirty trading days ending on the last trading day immediately prior to the date of termination is less than \$10.40. Termination of the Support Agreement would give the Consenting Creditors the right to withdraw their support of the Plan.

As described in the Term Sheet, the Plan implements the Merger, incorporates a compromise and settlement of certain intercreditor and intercompany claim issues, and is to contain the following provisions relating to the treatment of prepetition unsecured claims against the Debtors and equity interests in AMR:

- Unless they elect to receive alternative treatment, holders of prepetition unsecured claims against AMR or American that also are guaranteed by either such company (Double-Dip Unsecured Claims) will receive shares of preferred stock of AAG (the AAG Preferred Stock) that will be mandatorily convertible into shares of AAG Common Stock on each of the 30th, 60th, 90th and 120th day after the effective date of the Plan. Upon the conversion of the remaining AAG Preferred Stock on the 120th day after the effective date of the Plan, all AAG Preferred Stock will have been converted to AAG Common Stock and no AAG Preferred Stock will remain outstanding. The conversion price of the AAG Preferred Stock will vary on each conversion date, based on the volume weighted average price of the shares of the AAG Common Stock on the five trading days immediately preceding each conversion date, at a 3.5% discount, subject to a cap and a floor price. The AAG Preferred Stock allocable to the Double-Dip Unsecured Claims will have a face amount equal to the allowed amount of their claims, including post-petition interest at the non-default rate;
- Holders of prepetition unsecured claims (other than claims of the Debtors' unions) that are not Double-Dip Unsecured Claims (and holders of Double-Dip Unsecured Claims that elect to receive such treatment) will receive shares of AAG Preferred Stock, as well as shares of AAG Common Stock;
- Holders of existing AMR equity interests (including stock, warrants, restricted stock units and options) will receive a distribution of shares of AAG Common Stock representing 3.5% of the total number of shares of AAG Common Stock (on an as-converted basis) in addition to the potential to receive shares of AAG Common Stock above such amount; and
- The satisfaction of certain labor-related claims through the allocation to such claims of shares of AAG Common Stock representing 23.6% of the total number of such shares of AAG Common Stock ultimately distributed to holders of prepetition general unsecured claims against the Debtors.

In each case, the distributions made to each of the foregoing stakeholders will be adjusted to take into account any reserves made for disputed claims under the Plan. The Debtors have filed a motion with the Bankruptcy Court seeking approval of the Support Agreement.

13. Subsequent Events

Filing of Plan of Reorganization, Disclosure Statement and Form S-4

On April 15, 2013, the Company and other Debtors filed with the Bankruptcy Court the Plan of Reorganization (the Plan) and a related Disclosure Statement (the Disclosure Statement), which contemplate that AMR will emerge from Chapter 11 and merge with US Airways Group (as further described in Note 12 to the Condensed Consolidated Financial Statements). The Plan addresses various subjects with respect to the Debtors, including the resolution of pre-petition obligations as well as the capital structure and corporate governance after exit from the Chapter 11 Cases. The Plan further provides that, upon the effectiveness of the Plan and the Merger, which are anticipated to occur contemporaneously, all shares of existing AMR common stock and other equity interests in AMR will be cancelled and any rights with respect thereto will cease to exist.

Generally, for purposes of the Plan, all 20 Debtors will be "substantively consolidated" into three nodes, consisting of: (i) AMR Debtors, (ii) American Debtors, and (iii) Eagle Debtors. As among the AMR Debtors, the American Debtors, and the Eagle Debtors, the Plan will separately classify creditor claims. However, pursuant to the compromises incorporated into the Plan relating to certain inter-creditor issues and the treatment of intercompany claims among the Debtors, general unsecured claims of similar rank and priority will be treated the same under the Plan regardless of the Debtor against which such claim was filed.

The Plan contains provisions related to the treatment of prepetition unsecured claims against the Debtors and equity interests in AMR as described in Note 13 to the Condensed Consolidated Financial Statements under "Support Agreement and Term Sheet."

On April 15, 2013, the Company also filed a Form S-4 registration statement with the Securities and Exchange Commission (the SEC) to register the shares of AAG Common Stock that will be issued to stockholders of US Airways Group as consideration in the Merger in exchange for their US Airways Group common stock. The AAG Common Stock cannot be issued to US Airways Group stockholders until the SEC declares the registration statement to be effective.

The Company and other Debtors have until July 29, 2013 to solicit and obtain acceptances for the Plan. To be accepted by holders of claims against the Debtors, the Plan must be approved by at least one-half in number and two-thirds in dollar amount of claims actually voting in each impaired class. Under certain circumstances set forth in Section 1129(b) of the Bankruptcy Code, the Bankruptcy Court may confirm a plan even if such plan has not been accepted by all impaired classes of claims and equity interests. A class of claims or equity interests that does not receive or retain any property under the plan on account of such claims or interests is deemed to have voted to reject the plan. The precise requirements and evidentiary showing for confirming a plan notwithstanding its rejection by one or more impaired classes of claims or equity interests depends upon a number of factors, including the status and seniority of the claims or equity interests in the rejecting class (i.e., secured claims or unsecured claims, subordinated or senior claims, preferred or common stock).

The information contained in the Disclosure Statement is subject to change, whether as a result of amendments to the Plan of Reorganization, actions of third parties or otherwise.

Nothing contained in this Form 10-Q is intended to be, nor should it be construed as, a solicitation for a vote on the Plan. The Plan will become effective only if it receives the requisite approval and is confirmed by the Bankruptcy Court. There can be no assurance that the Bankruptcy Court will confirm the Plan of Reorganization or that any such plan will be implemented successfully.

Other

On April 3, 2013, the Bankruptcy Court entered an order approving a stipulation providing that, among other things, (i) the 1990 and 1994 series of special facility revenue bonds that financed certain improvements at John F. Kennedy International Airport (JFK) will be treated as general unsecured claims, (ii) the Debtors may continue to use any premises and improvements at JFK or LaGuardia Airport financed by the 1990 or 1994 series of special facility revenue bonds, (iii) the Debtors will assume the leases at JFK that currently relate to the 2002 and 2005 series of special facility revenue bonds, and (iv) the Debtors' use of premises at JFK will continue to be governed by those leases as well as any other leases that may apply (including leases with the Port Authority of New York and New Jersey). As a result, the Company expects a claim of \$171 million, of which \$124 million has been previously accrued, plus post-petition interest.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

First Quarter Developments

In the first quarter of 2013, the Company continued its transformation and built on the substantial progress made in 2012 in restoring the Company to industry leadership, profitability and growth. The Company also announced the AMR Merger Agreement with US Airways Group on February 14, 2013 and filed its Plan of Reorganization (the Plan) with the Bankruptcy Court on April 15, 2013.

On February 13, 2013, AMR, US Airways Group, and AMR Merger Sub, Inc. entered into an Agreement and Plan of Merger providing for a business combination of AMR and US Airways Group. The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, AMR Merger Sub, Inc., a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a wholly-owned subsidiary of AMR. In the event that the Merger Agreement is terminated for any reason, the Chapter 11 Cases will continue and AMR will prepare and propose an alternative plan of reorganization which could contemplate, among other things, consolidation with another entity, the sale or disposition of certain of AMR's assets, or AMR's emergence as a standalone entity. If AMR were to emerge on an independent basis, AMR believes that it should be able to achieve its targeted cost savings of approximately \$2 billion each year and its targeted annual revenue enhancements of \$1 billion by 2017, although there can be no assurance that it would be able to do so. See Note 12 to the Condensed Consolidated Financial Statements for information on the Merger Agreement.

The Plan and related Disclosure Statement contemplate that AMR will emerge from Chapter 11 and merge with US Airways Group. The Plan addresses various subjects with respect to the Debtors, including the resolution of pre-petition obligations as well as the capital structure and corporate governance after exit from the Chapter 11 Cases. See Note 13 to the Condensed Consolidated Financial Statements for information on the Plan and Disclosure Statement.

Other first quarter highlights include the following:

- American closed its private offering of the Series 2013-1 EETCs in the aggregate face amount of \$664 million. See Note 6 to the Condensed Consolidated Financial Statements for further information.
- In January 2013, American placed into service its first Boeing 777-300 ER aircraft.
- LATAM Airlines Group announced it will join **oneworld**[®], and American filed applications with regulators for codeshare agreements with TAM and LAN Colombia. Pending approval, this will strengthen American's existing service to Latin America.
- American and Finnair announced Finnair's intent to join the transatlantic joint business American shares with British Airways and Iberia, providing additional connections across the Atlantic.

Financial Highlights

The Company recorded a consolidated net loss of \$253 million in the first quarter of 2013 compared to a net loss of \$1.7 billion in the same period last year. The Company's consolidated net loss reflects \$160 million of charges to reorganization items offset by higher operating revenues. Consolidated passenger revenue increased by \$66 million to \$5.3 billion for the first quarter of 2013 compared to the same period last year driven by a strong yield environment and increased mainline and consolidated load factors. Cargo and other revenues decreased by \$12 million to \$792 million for the first quarter of 2013 compared to the same period last year. Mainline passenger unit revenues increased 2.7 percent in the first quarter of 2013 due to a 0.7 percent increase in passenger yield year-over-year. This also reflects an increase in load factor of approximately 1.6 points compared to the first quarter of 2012.

Operating expenses decreased \$94 million during the first quarter primarily due to lower wages, salaries and benefits costs. The Company's operating expenses for the first quarter also include special items and merger related expenses of \$28 million (see Note 9 to the Condensed Consolidated Financial Statements for further information) and a \$45 million charge due to an increase in workers' compensation claims in recent months as well as adverse development on older claims.

Charges to reorganization items, net, of \$160 million for the first quarter of 2013 consist primarily of certain post-petition unsecured claims on obligations that the debtors agreed to allow pursuant to the Support Agreement. Interest expense of \$174 million for the first quarter of 2013 includes \$116 million related to post-petition interest expense on unsecured obligations that the debtors agreed to allow pursuant to the Support Agreement.

Contingencies

The Company has certain contingencies resulting from litigation and claims incident to the ordinary course of business. Management believes, after considering a number of factors, including (but not limited to) the information currently available, the views of legal counsel, the nature of contingencies to which the Company is subject and prior experience, that the ultimate disposition of the litigation (please see Part II, Item 1, "Legal Proceedings") and claims will not materially affect the Company's consolidated financial position or results of operations. When appropriate, the Company accrues for these contingencies based on its assessments of the likely outcomes of the related matters. The amounts of these contingencies could increase or decrease in the near term, based on revisions to those assessments. See also Note 2 to the Condensed Consolidated Financial Statements for information on the claims resolution process.

As a result of the Chapter 11 Cases, virtually all prepetition pending litigation against the Company is stayed.

LIQUIDITY AND CAPITAL RESOURCES

The matters described herein, to the extent that they relate to future events or expectations, may be significantly affected by the Chapter 11 Cases. Those proceedings will involve, or may result in, various restrictions on our activities, limitations on financing, the need to consult with the Creditors' Committee and other key stakeholders and to obtain Bankruptcy Court approval for various matters, and uncertainty as to relationships with vendors, suppliers, customers, labor and others with whom we may conduct or seek to conduct business. The Debtors cannot predict the impact, if any, that its Chapter 11 Cases might have on these obligations. For further information regarding the Chapter 11 Cases, see Note 1 to the Condensed Consolidated Financial Statements.

Cash, Short-Term Investments and Restricted Assets

At March 31, 2013, the Company had \$4.2 billion in unrestricted cash and short-term investments and \$853 million in restricted cash and short-term investments, both at fair value, versus \$3.9 billion in unrestricted cash and short-term investments and \$850 million in restricted cash and short-term investments at December 31, 2012.

The Company has restricted cash and short-term investments related primarily to collateral held to support projected workers compensation obligations and funds held for certain tax obligations.

On February 8, 2013, the Venezuelan Government devalued its currency from 4.3 bolivars per U.S. dollar to 6.3 bolivars per U.S. dollar. Subsequently, the Venezuelan Government decreed that for applications of foreign exchange related to international air transportation operations filed with the Venezuelan Government on or before February 8, 2013, the rate of 4.30 bolivars per U.S. dollar would be applied. As a result, the devaluation did not materially impact the Company. The Company does not expect any significant ongoing impact of the currency devaluation on its operations in Venezuela, but there can be no assurances to that effect. As further discussed in the Risk Factors included under Item 1A of the 2012 Form 10-K, currency is subject to risks including exchange controls, changes in foreign exchange rates and currency devaluation.

The Company's unrestricted short-term investment portfolio consists of a variety of what the Company believes are highly liquid, lower risk instruments including money market funds, government agency investments, repurchase agreements, short-term obligations, corporate obligations, bank notes, certificates of deposit and time deposits. The Company's objectives for its investment portfolio are (1) the safety of principal, (2) liquidity maintenance, (3) yield maximization, and (4) the full investment of all available funds. The Company's risk management policy further emphasizes superior credit quality (primarily based on short-term ratings by nationally recognized statistical rating organizations) in selecting and maintaining investments in its portfolio and enforces limits on the proportion of funds invested with one issuer, one industry, or one type of instrument. The Company regularly assesses the market risks of its portfolio, and believes that its established policies and business practices adequately limit those risks. As a result, the Company does not anticipate any material adverse impact from these risks.

Certain of the Company's debt financing agreements contain loan to value ratio covenants and require the Company to periodically appraise the collateral. Pursuant to such agreements, if the loan to value ratio exceeds a specified threshold, the Company may be required to subject additional qualifying collateral (which in some cases may include cash collateral) or, in the alternative, to pay down such financing, in whole or in part, with premium (if any). One of such agreements also includes covenants that, among other things, limit the ability of the Company and its subsidiaries to merge, consolidate, sell assets, incur additional indebtedness, issue preferred stock, make investments and pay dividends. In addition, under such agreement, if the Company fails to maintain a collateral ratio of 1.5 to 1.0, the Company must pay additional interest on the related notes (which bear interest at 7.5% per annum) at the rate of 2% per annum until the collateral coverage ratio equals at least 1.5 to 1.0. See Note 6 to the Condensed Consolidated Financial Statements for further information.

Significant Indebtedness and Future Financing

Our indebtedness and our ability to obtain sufficient financing are significant risks to the Company as discussed more fully in the Risk Factors included under Item 1A of the 2012 Form 10-K.

The Chapter 11 Cases triggered defaults on substantially all debt and lease obligations of the Debtors. However, under section 362 of the Bankruptcy Code, the commencement of a Chapter 11 case automatically stays most creditor actions against the Debtors' estates.

The Company currently has financing commitments that, subject to certain conditions, cover all of its scheduled aircraft deliveries through 2016, except 6 Boeing 737 aircraft, 18 Boeing 787 aircraft and 11 Boeing 777-300ER aircraft, which the Company may finance in the future.

In the remainder of 2013, including liabilities subject to compromise, the Company will be contractually required to make approximately \$1.1 billion of principal payments on long-term debt and approximately \$33 million in principal payments on

capital leases, and the Company expects to spend approximately \$2.2 billion on capital expenditures, including aircraft commitments.

At emergence from Chapter 11, the Company will be required to or may deem it desirable to settle in cash certain obligations that matured during the Chapter 11 Cases. The Company cannot predict the amount of cash that would be required to settle such obligations, but its present estimate is that such costs will be at least \$1.3 billion. In addition, the Company anticipates that transition costs to integrate the business of the Company and US Airways Group will be approximately \$1.2 billion.

In the first quarter of 2013, the Company closed its private offering of two tranches of EETCs in the aggregate face amount of \$664 million. See Note 6 to the Condensed Consolidated Financial Statements for further information.

As discussed in Note 1 to the Condensed Consolidated Financial Statements, the Company has been using the benefits afforded by the Bankruptcy Code to restructure the terms of much of its indebtedness and lease obligations. The Company cannot predict at this time the outcome of its efforts to restructure its indebtedness and lease obligations. It is possible that holders of the Company's unsecured indebtedness may lose a portion of their investment depending on the outcome of the Chapter 11 Cases.

See Note 3 to the Condensed Consolidated Financial Statements for further information on the Company's aircraft acquisition commitments, payments, options and financing agreements.

Credit Ratings

AMR's and American's credit ratings are significantly below investment grade. The outcome of the Chapter 11 Cases, which cannot be determined at this time, could further increase the Company's borrowing or other costs and further restrict the availability of future financing.

Credit Card Processing and Other Reserves

American has agreements with a number of credit card companies and processors to accept credit cards for the sale of air travel and other services. Under certain of these agreements, the credit card processor may hold back a reserve from American's credit card receivables following the occurrence of certain events, including the failure of American to maintain certain levels of liquidity (as specified in each agreement).

Under such agreements, the amount of the reserve that may be required generally is based on the processor's exposure to the Company under the applicable agreement and, in the case a reserve is required because of American's failure to maintain a certain level of liquidity, the amount of such liquidity. As of March 31, 2013, the Company was not required to maintain any reserve under such agreements. If circumstances were to occur that would allow the credit card processor to require the Company to maintain a reserve, the Company's liquidity would be negatively impacted.

Pension Funding Obligation

The Company is required to make minimum contributions to its defined benefit pension plans under the minimum funding requirements of ERISA, the Pension Funding Equity Act of 2004, the Pension Protection Act of 2006, and the Pension Relief Act of 2010. As a result of the Chapter 11 Cases, AMR contributed \$33 million to its US defined benefit pension plans during the first quarter of 2013 covering post-petition periods. The Company's remaining 2013 contributions to its defined benefit pension plans are subject to the Chapter 11 proceedings. Prior to the closing of the Merger (see Note 13 to the Condensed Consolidated Financial Statements for further information), AMR and/or its subsidiaries will make all minimum required contributions to each AMR compensation and benefit plan that are required to have been made and were not made prior to the effective date of the Merger. As a result of the Company only contributing the post-petition portion of required contributions, the PBGC filed a lien against certain assets of the Company in 2012.

Cash Flow Activity

At March 31, 2013, the Company had \$4.2 billion in unrestricted cash and short-term investments, which is an increase of \$353 million from the balance as of December 31, 2012. Net cash provided by operating activities in the three month period ended March 31, 2013 was \$0.7 billion, as compared to \$1.0 billion over the same period in 2012. The decrease is primarily the result of improved operating performance versus last year offset by the impact of the Company's Chapter 11 Cases in the first quarter of 2012.

The Company made debt and capital lease payments of \$392 million and invested \$0.9 billion in capital expenditures in the first three months of 2013. Capital expenditures primarily consisted of new aircraft and certain aircraft modifications.

Due to the current value of the Company's derivative contracts, some agreements with counterparties require collateral to be deposited by the counterparty or the Company. As of March 31, 2013 and December 31, 2012, the Company had posted cash

collateral of an immaterial amount. As a result of movements in fuel prices, the cash collateral amounts held by the Company or the counterparties to such contracts, as the case may be, can vary significantly.

War-Risk Insurance

The U.S. government has agreed to provide commercial war-risk insurance for U.S. based airlines through September 30, 2013, covering losses to employees, passengers, third parties and aircraft. If the U.S. government were to cease providing such insurance in whole or in part, it is likely that the Company could obtain comparable coverage in the commercial market, but the Company would incur substantially higher premiums and more restrictive terms. There can be no assurance that comparable war-risk coverage will be available in the commercial market. If the Company is unable to obtain adequate war-risk coverage at commercially reasonable rates, the Company would be adversely affected.

RESULTS OF OPERATIONS**For the Three Months Ended March 31, 2013 and 2012****REVENUES**

The Company's revenues increased approximately \$54 million, or 0.9 percent, to \$6.1 billion in the first quarter of 2013 from the same period last year driven by a strong yield environment and increased mainline and consolidated load factors. American's passenger revenues increased by 1.3 percent, or \$57 million, on 1.4 percent lower capacity of 37.4 billion available seat miles (ASM). American's passenger load factor increased 1.6 points while passenger yield increased by 0.7 percent to 15.3 cents. This resulted in an increase in mainline passenger revenue per available seat mile (RASM) of 2.7 percent to 12.3 cents. American derived approximately 60 percent of its passenger revenues from domestic operations and approximately 40 percent from international operations (flights serving international destinations). Following is additional information regarding American's domestic and international RASM and capacity:

	Three Months Ended March 31, 2013			
	RASM (cents)	Y-O-Y Change	ASMs (billions)	Y-O-Y Change
DOT Domestic	12.3	2.7 %	21.9	(2.3)%
International	12.4	2.6	15.5	—
DOT Latin America	14.0	(0.1)	8.9	4.9
DOT Atlantic	10.8	8.4	4.4	(7.2)
DOT Pacific	9.3	(2.2)	2.2	(3.6)

In the first quarter of 2013, the airlines providing the Company with regional feed (Regional Affiliates) included two wholly owned subsidiaries of AMR, AMR Eagle and Executive Airlines, Inc., and three third party regional airlines, Chautauqua Airlines, Inc. (Chautauqua), SkyWest, and ExpressJet.

Regional Affiliates' passenger revenues increased \$9 million, or 1.3 percent, to \$679 million as a result of higher yield and increased traffic. Regional Affiliates' traffic increased 0.9 percent to 2.4 billion revenue passenger miles (RPMs), on a capacity decrease of 0.4 percent to 3.3 billion ASMs, resulting in a 1.0 point increase in passenger load factor to 72.1 percent.

Cargo revenues decreased 7.7 percent, or \$13 million, to \$155 million primarily as a result of decreased freight and mail yields.

Other revenues increased 0.2 percent, or \$1 million, to \$637 million due to increased revenue associated with third party handling contracts.

OPERATING EXPENSES

The Company's total operating expenses decreased 1.5 percent, or \$94 million, to \$6.0 billion in the first quarter of 2013 compared to the same period last year. American's mainline operating expenses per ASM decreased 0.6 percent to 14.1 cents. The decrease in operating expense was largely due to lower wages, salaries and benefits costs.

(in millions)	Three Months Ended March 31, 2013	Change from 2012	Percentage Change	
Operating Expenses				
Aircraft fuel	\$ 2,199	\$ 33	1.6 %	
Wages, salaries and benefits	1,312	(304)	(18.8)	(a)
Regional payments to AMR Eagle	269	(16)	1.6	
Other rentals and landing fees	342	18	5.5	
Maintenance, materials and repairs	318	39	14.1 %	(b)
Depreciation and amortization	241	(15)	(5.8)	
Commissions, booking fees and credit card expense	276	10	3.7 %	
Aircraft rentals	164	21	14.8	(c)
Food service	139	15	11.6 %	(d)
Special charges and merger related	28	17	*	(e)
Other operating expenses	750	88	13.3	(f)
Total operating expenses	\$ 6,038	\$ (94)	(1.5)%	

- (a) Wages, salaries and benefits decreased primarily as a result of modifications to pension and other post-employment benefits and reductions in certain work groups during 2012. See Note 8 and Note 9 to the Condensed Consolidated Financial Statements for further information, respectively.
- (b) Maintenance, materials and repairs increased primarily due to timing of materials and repairs expenses.
- (c) Aircraft rental expense increased primarily due to new aircraft deliveries in 2013.
- (d) Food service increased primarily as a result of increased passengers boarded and enhanced product offerings.
- (e) Special charges increased primarily as a result of merger related expenses.
- (f) Other operating expenses increased primarily due to increases in outsourced services and volatility in foreign exchange rates.

OTHER INCOME (EXPENSE)

Other income (expense) consists of interest income and expense, interest capitalized and miscellaneous—net.

A decrease in short-term investment rates caused a decrease in interest income of \$1.6 million, or 28.1 percent, to \$4 million for the first quarter 2013 compared to the same period last year. Interest expense increased \$4 million, or 2.6 percent, to \$174 million primarily as a result of post-petition interest expense on unsecured obligations that the debtors agreed to allow pursuant to the Support Agreement, partially offset by a decrease in interest expense as a result of the Company’s restructuring efforts under the Chapter 11 Cases as described in Note 1 to the Condensed Consolidated Financial Statements.

REORGANIZATION ITEMS, NET

Reorganization items refer to revenues, expenses (including professional fees), realized gains and losses and provisions for losses that are realized or incurred as a direct result of the Chapter 11 Cases. The following table summarizes the components included in reorganization items, net on the Consolidated Statements of Operations for the three months ended March 31, 2013 and March 31, 2012:

(in millions)

	Three Months Ended March 31,	
	2013	2012
Pension and postretirement benefits	\$ —	\$ —
Aircraft and facility financing renegotiations and rejections ⁽¹⁾⁽²⁾⁽³⁾	136	1,357
Professional fees	39	45
Other	(15)	—
Total reorganization items, net	<u>\$ 160</u>	<u>\$ 1,402</u>

(1) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to the rejection or modification of financings related to aircraft. The Debtors record an estimated claim associated with the rejection or modification of a financing when the applicable motion is filed with the Bankruptcy Court to reject or modify such financing and the Debtors believe that it is probable the motion will be approved, and there is sufficient information to estimate the claim. Modifications of the financings related to certain aircraft remain subject to conditions, including reaching agreement on definitive documentation. See above, “Special Protection Applicable to Leases and Secured Financing of Aircraft and Aircraft Equipment,” for further information.

(2) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to entry of orders treating as unsecured claims with respect to facility agreements supporting certain issuances of special facility revenue bonds. The Debtors record an estimated claim associated with the treatment of claims with respect to facility agreements when the applicable motion is filed with the Bankruptcy Court and the Debtors believe that it is probable that the motion will be approved, and there is sufficient information to estimate the claim. See above, “Rejection of Executory Contracts,” for further information.

(3) Pursuant to the Support Agreement, as defined and further described in Note 13 to the Condensed Consolidated Financial Statements, the Debtors agreed to allow certain post-petition unsecured claims on obligations. As a result, the Company recorded reorganization charges to adjust estimated allowed claim amounts previously recorded on rejected special facility revenue bonds of \$127 million, which is included in the table above.

Claims related to reorganization items are reflected in liabilities subject to compromise on the Condensed Consolidated Balance Sheet as of March 31, 2013.

INCOME TAX

The Company recorded a net tax (benefit) of approximately \$(30) million associated with its net loss for the three months ended March 31, 2013 due to the Company realizing a valuation allowance release for refundable credits allowed as a result of passage of the American Taxpayer Relief Act of 2012. See Note 5 to the Condensed Consolidated Financial Statements. The Company did not record a net tax provision (benefit) associated with its net loss for the three months ended March 31, 2012 due to the Company providing a valuation allowance, as discussed in Note 5 to the Condensed Consolidated Financial Statements.

OPERATING STATISTICS

The following table provides statistical information for American and Regional Affiliates for the three months ended March 31, 2013 and 2012.

	Three Months Ended March 31,	
	2013	2012
American Airlines, Inc. Mainline Jet Operations		
Revenue passenger miles (millions)	30,139	29,960
Available seat miles (millions)	37,392	37,918
Cargo ton miles (millions)	410	445
Passenger load factor	80.6%	79.0%
Passenger revenue yield per passenger mile (cents)	15.31	15.21
Passenger revenue per available seat mile (cents)	12.34	12.02
Cargo revenue yield per ton mile (cents)	37.72	37.80
Operating expenses per available seat mile, excluding Regional Affiliates (cents) (*)	14.13	14.22
Fuel consumption (gallons, in millions)	592	592
Fuel price per gallon (dollars)	3.27	3.23
Operating aircraft at period-end	621	610
Regional Affiliates		
Revenue passenger miles (millions)	2,393	2,370
Available seat miles (millions)	3,319	3,333
Passenger load factor	72.1%	71.1%

(*)Excludes \$754 million and \$742 million of expense incurred related to Regional Affiliates in 2013 and 2012, respectively.

Operating aircraft at March 31, 2013, included:

American Airlines Aircraft	AMR Eagle Aircraft	
Boeing 737-800	204	Bombardier CRJ-700 47
Boeing 757-200	106	Embraer RJ-135 19
Boeing 767-200 ER	14	Embraer RJ-140 59
Boeing 767-300 ER	58	Embraer RJ-145 118
Boeing 777-200 ER	47	Super ATR 6
Boeing 777-300 ER	5	Total 249
McDonnell Douglas MD-80	187	
Total	621	

The average aircraft age for American's and AMR Eagle's aircraft is 14.7 years and 10.4 years, respectively.

Almost all of the Company's owned aircraft are encumbered by liens granted in connection with financing transactions entered into by the Company.

Of the operating aircraft listed above, five Boeing 757-200 aircraft, two McDonnell Douglas MD-80 aircraft, and two Boeing 767-200 Extended Range aircraft were in temporary storage as of March 31, 2013.

Owned and leased aircraft not operated by the Company at March 31, 2013, included:

American Airlines Aircraft	AMR Eagle Aircraft	
Boeing 737-800	1	Saab 340B 41
Boeing 757-200	2	Total 41
McDonnell Douglas MD-80	36	
Total	39	

The following table summarizes the aircraft contractually obligated to American under capacity purchase agreements with third party regional airlines at March 31, 2013:

Carrier	Fleet Type		Total
	Bombardier CRJ-200	Embraer RJ-140	
Republic			—
SkyWest	12	—	12
ExpressJet	11	—	11
Chautauqua	—	15	15
Total	23	15	38

Of the aircraft listed above, one SkyWest CRJ RJ-200 aircraft was on operational reserve as of March 31, 2013.

See Note 3 to the Condensed Consolidated Financial Statements for additional information on the Company's capacity purchase agreements with third party regional airlines.

All aircraft, excluding the SAAB 340B aircraft and aircraft operated by third party regional airlines, are owned or leased by American as of March 31, 2013.

See Note 1 to the Condensed Consolidated Financial Statements for information on the Company's activities under section 1110 of the Bankruptcy Code. See Note 3 to the Condensed Consolidated Financial Statements for information on the Company's acquisition commitments, payments and options.

REGIONAL AFFILIATES

The following table summarizes the combined capacity purchase activity for Regional Affiliates for the three months ended March 31, 2013 and 2012 (in millions):

	Three Months Ended March 31,	
	2013	2012
Revenues:		
Regional Affiliates	679	670
Other	40	40
	<u>719</u>	<u>710</u>
Expenses:		
Regional payments	303	311
Other incurred expenses	451	431
	<u>754</u>	<u>742</u>

In addition, passengers connecting to American's flights from Regional Affiliates' flights generated passenger revenues for American flights of \$433 million and \$427 million in the three months ended March 31, 2013 and 2012, respectively, which are included in Revenues - Passenger in the consolidated statements of operations.

Critical Accounting Policies and Estimates

The preparation of the Company's financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. The Company believes its estimates and assumptions are reasonable; however, actual results and the timing of the recognition of such amounts could differ from those estimates. The Company has identified the following critical accounting policies and estimates used by management in the preparation of the Company's financial statements: claims resolution process, long-lived assets, international slots and route authorities, passenger revenue, frequent flyer program, stock compensation, pensions and retiree medical and other benefits, income taxes and derivatives accounting. These policies and estimates are described in the 2012 Form 10-K.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

There have been no material changes in market risk from the information provided in Item 7A. Quantitative and Qualitative Disclosures About Market Risk of the Company's 2012 Form 10-K. The change in market risk for aircraft fuel is discussed below for informational purposes.

The risk inherent in the Company's market risk sensitive instruments and positions is the potential loss arising from adverse changes in the price of fuel, foreign currency exchange rates and interest rates as discussed below. The sensitivity analyses presented do not consider the effects that such adverse changes may have on overall economic activity, nor do they consider additional actions management may take to mitigate the Company's exposure to such changes. Therefore, actual results may differ. The Company does not hold or issue derivative financial instruments for trading purposes. See Note 10 to the Condensed Consolidated Financial Statements for further information.

Aircraft Fuel The Company's earnings are substantially affected by changes in the price and availability of aircraft fuel. In order to provide a measure of control over price and supply, the Company trades and ships fuel and maintains fuel storage facilities to support its flight operations. The Company also manages the price risk of fuel costs through the use of hedging contracts, which consist primarily of collars (consisting of a purchased call option and a sold put option) and call spreads (consisting of a purchased call option and a sold call option). Heating oil, jet fuel and crude oil are the primary underlying commodities in the hedge portfolio. Market risk is estimated as a hypothetical 10 percent increase in the March 31, 2013 and 2012 cost per gallon of fuel. Based on projected fuel usage for the next twelve months, such an increase would result in an increase to Aircraft fuel expense of approximately \$582 million, inclusive of the impact of effective fuel hedge instruments outstanding at March 31, 2013, and assumes the Company's fuel hedging program remains effective. Such an increase would have resulted in an increase to projected Aircraft fuel expense of approximately \$658 million in the twelve months ended December 31, 2012, inclusive of the impact of fuel hedge instruments outstanding at December 31, 2011.

As of March 31, 2013, the Company had cash flow hedges covering approximately 28 percent of its estimated remaining 2013 fuel requirements. Comparatively, as of March 31, 2012, the Company had hedged approximately 32 percent of its estimated remaining 2012 fuel requirements. The consumption hedged for the remainder of 2013 is capped at an average price of approximately \$2.98 per gallon of jet fuel. Seven percent of estimated remaining 2013 fuel requirements is hedged using call spreads with protection capped at an average price of approximately \$3.28 per gallon of jet fuel. Twenty-one percent of estimated remaining 2013 fuel requirements is hedged using collars with an average floor price of approximately \$2.49 per gallon of jet fuel. The capped and floor prices exclude taxes and transportation costs. A deterioration of the Company's financial position could negatively affect the Company's ability to hedge fuel in the future.

Ineffectiveness is inherent in hedging jet fuel with derivative positions based in crude oil or other crude oil related commodities. The Company assesses, both at the inception of each hedge and on an ongoing basis, whether the derivatives that are used in its hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. In doing so, the Company uses a regression model to determine the correlation of the change in prices of the commodities used to hedge jet fuel (e.g., NYMEX Heating oil) to the change in the price of jet fuel. The Company also monitors the actual dollar offset of the hedges' market values as compared to hypothetical jet fuel hedges. The fuel hedge contracts are generally deemed to be "highly effective" if the R-squared is greater than 80 percent and the dollar offset correlation is within 80 percent to 125 percent. The Company discontinues hedge accounting prospectively if it determines that a derivative is no longer expected to be highly effective as a hedge or if it decides to discontinue the hedging relationship.

Item 4. Controls and Procedures

The term "disclosure controls and procedures" is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the Exchange Act). This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission. An evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer (CEO) and Chief Financial Officer (CFO), of the effectiveness of the Company's disclosure controls and procedures as of December 31, 2012. Based on that evaluation, the Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were effective as of March 31, 2013. During the quarter ending on March 31, 2013, there was no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1. Legal Proceedings

As previously discussed, on November 29, 2011 the Debtors filed voluntary petitions for relief under the Bankruptcy Code. Each of the Debtors continues to operate its business and manage its property as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As a result of the current Chapter 11 Cases, attempts to prosecute, collect, secure or enforce remedies with respect to pre-petition claims against the Debtors are subject to the automatic stay provisions of section 362(a) of the Bankruptcy Code, including, except in such cases where the Bankruptcy Court has entered an order modifying or lifting the automatic stay, the litigation described below. Notwithstanding the general application of the automatic stay described above, governmental authorities, both domestic and foreign, may determine to continue actions brought under their regulatory powers. Therefore, the automatic stay may have no effect on certain matters described below.

On February 22, 2006, the Company received a letter from the Swiss Competition Commission informing the Company that it is investigating whether the Company and certain other cargo carriers entered into agreements relating to fuel surcharges, security surcharges, war-risk surcharges, and customs clearance surcharges. On March 11, 2008, the Company received a request for information from the Swiss Competition Commission concerning, among other things, the scope and organization of the Company's activities in Switzerland. On November 8, 2012, the Swiss Competition Commission issued a preliminary order finding that the Company participated in an illegal conspiracy to set cargo fuel, security, and war risk surcharges, and recommending that the Company should be fined 2,225,310 Swiss Francs. The Company disputes the allegation in the Swiss order and intends to vigorously defend itself under Swiss law. On January 23, 2007, the Brazilian competition authorities, as part of an ongoing investigation, conducted an unannounced search of the Company's cargo facilities in Sao Paulo, Brazil. On April 24, 2008, the Brazilian competition authorities charged the Company with violating Brazilian competition laws. On December 31, 2009, the Brazilian competition authorities made a non-binding recommendation to the Brazilian competition tribunal that it find the Company in violation of competition laws and levy a fine in an unspecified amount. The Brazilian authorities are investigating whether the Company and certain other foreign and domestic airlines violated Brazilian competition laws by illegally conspiring to set fuel surcharges on cargo shipments. The Company is vigorously contesting the allegations and the preliminary findings of the Brazilian competition authorities. The Company intends to cooperate fully with all pending investigations.

In addition, the Company has received inquiries from a number of other jurisdictions, including Australia and South Korea, regarding the Company's practices relating to setting fuel charges. The Company has timely responded to all such inquiries.

On April 12, 2011, American filed an antitrust lawsuit against Travelport and Orbitz in Federal District Court for the Northern District of Texas. On October 20, 2011, American sought leave to file new antitrust claims against the defendants based on facts learned through discovery. The lawsuit, as amended, alleged, among other things, that (i) the defendants engaged in anticompetitive practices to preserve their monopoly power over American's ability to distribute its products through their subscribers and (ii) such actions have prevented American from employing new competing technologies and allowed the defendants to continue to charge American supracompetitive fees.

On December 22, 2011, Travelport brought counterclaims against American alleging that American's direct connect efforts violate the antitrust laws. On August 16, 2012, the federal district court dismissed Travelport's counterclaims. On February 5, 2013, Travelport filed a motion for reconsideration of the federal district court's August 16, 2012 order dismissing its counterclaims and to amend its counterclaims to assert a new claim against American. The proposed new counterclaim alleged that American participated in a conspiracy with rival airlines and Farelogix, Inc., a technology provider to American, to reduce and eliminate competition from Travelport and other GDSs and to coordinate their negotiations with Travelport and other GDSs.

American settled its disputes with Travelport and Orbitz on March 12, 2013 and March 29, 2013, respectively, subject to approval of the Bankruptcy Court. Under the terms of the settlement between American and Travelport, (i) the parties amended their current distribution and content agreements and extended such agreements for multiple years, (ii) Travelport agreed to provide certain monetary payments to American, and (iii) the parties released one another from any and all claims asserted, or that could have been asserted, in connection with the lawsuit. Under the terms of the settlement between American and Orbitz, the parties released one another from any and all claims asserted, or that could have been asserted, in connection with the lawsuit. The Bankruptcy Court is scheduled to consider the settlement on April 23 2013.

The Company is engaged in other legal proceedings from time to time. Legal proceedings can be complex and take many months, or even years, to reach resolution, with the final outcome depending on a number of variables, some of which are not within the control of the Company. Therefore, although the Company will vigorously defend itself in each of the actions described above and such other legal proceedings, the ultimate resolution and potential financial impact on the Company is uncertain.

Item 6. Exhibits

Exhibits required to be filed by Item 601 of Regulation S-K. Where the amount of securities authorized to be issued under any of American's long-term debt agreements does not exceed 10 percent of American's assets, pursuant to paragraph (b) (4) of Item 601 of Regulation S-K, in lieu of filing such as an exhibit, American hereby agrees to furnish to the Commission upon request a copy of any agreement with respect to such long-term debt.

The following exhibits are included herein:

- 10.1 2012 Omnibus Restructure Agreement by and between American Airlines, Inc. and The Boeing Company dated as of January 11, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.2 Supplemental Agreement No. 3 to Purchase Agreement No. 3219 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.3 Supplemental Agreement No. 36 to Purchase Agreement No. 1977 by and between American Airlines, Inc., and the Boeing Company dated as of February 1, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.4 Supplemental Agreement No. 33 to Purchase Agreement No. 1980 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.5 Supplemental Agreement No. 34 to Purchase Agreement No. 1980 by and between American Airlines, Inc. and The Boeing Company dated as of February 1, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.6 Supplemental Agreement No. 35 to Purchase Agreement No. 1980 by and between American Airlines, Inc. and The Boeing Company dated as of February 13, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.7 Purchase Agreement No. 03735 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
- 10.8 Amendment No. 1 to A320 Family Aircraft Purchase Agreement by and between American Airlines, Inc. and Airbus S.A.S. dated as of January 11, 2013. Portions of this Exhibit have been omitted and filed separately with the Securities and Exchange Commission pursuant to a confidential treatment request under Rule 24b-2 of the Securities and Exchange Act of 1934, as amended.
- 12 Computation of ratio of earnings to fixed charges for the three months ended March 31, 2013 and 2012.
- 31.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a).
- 31.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a).
- 32 Certification pursuant to Rule 13a-14(b) and section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code).
- 101 The following materials from American's Quarterly Report on Form 10-Q for the quarter ended March 31, 2013, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Statements of Operations, (ii) the Condensed Consolidated Balance Sheets, (iii) the Condensed Consolidated Statements of Cash Flows, and (iv) Notes to Condensed Consolidated Financial Statements, tagged as blocks of text.*
- * Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

ADDITIONAL INFORMATION

American files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy these reports, statements or other information filed by American at the SEC's Public Reference Room at Room 1580, 100 F Street NE, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. The SEC filings of American are also available to the public from commercial document retrieval services and at the website maintained by the SEC at www.sec.gov. You can also find the SEC filings of American on its website, www.aa.com.

The SEC allows American to incorporate information by reference into this Form 10-Q. This means that American can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this Form 10-Q, except for any information that is superseded by information that is included directly in this Form 10-Q or incorporated by reference subsequent to the date of this Form 10-Q. American does not incorporate the contents of its website into this Form 10-Q.

American has made and expects to make public disclosures of certain information regarding American, including, but not limited to, disclosures regarding the Merger, to investors and the general public by means of certain social media sites, including, but not limited to, Facebook and Twitter and by means of a joint merger website maintained by AMR and US Airways Group. Investors are encouraged to (i) follow American (@AmericanAir) on Twitter, (ii) "like" American (www.facebook.com/AmericanAirlines) on its Facebook page and (iii) visit www.aaarriving.com for updated information regarding AMR, US Airways Group, and the Merger. American does not incorporate the contents of its social media posts or the joint merger website into this Form 10-Q.

Signature

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

American Airlines, Inc.

Date: April 18, 2013

BY: [/s/ Isabella D. Goren]

Isabella D. Goren

Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

2012 OMNIBUS RESTRUCTURE AGREEMENT

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Relating to Boeing Model 737-823, 787-8, 787-923, 777 and 737-MAX Aircraft

AAL-LA-08833

THIS 2012 OMNIBUS RESTRUCTURE AGREEMENT (*2012 Omnibus Restructure Agreement*) is entered into as of January 11, 2013, by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (*Boeing*) and AMERICAN AIRLINES, INC., a Delaware corporation with offices in Fort Worth, Texas, together with its successors and permitted assigns (*Customer*, and together with *Boeing*, individually, a *Party*, and collectively, the *Parties*);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1977 dated October 31, 1997, relating to Boeing Model 737-823 aircraft, as amended and supplemented (*Purchase Agreement No. 1977*);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1980 dated October 31, 1997, relating to Boeing Model 777 aircraft, as amended and supplemented (*Purchase Agreement No. 1980*);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 3219 dated October 15, 2008, relating to Boeing Model 787-923 aircraft, as amended and supplemented (*Purchase Agreement No. 3219*);

WHEREAS, Boeing and Customer entered into the Aircraft General Terms Agreement No. AGTA-AAL dated October 31, 1997, as amended and supplemented (*AGTA*);

WHEREAS, [*CTR]

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WHEREAS, Boeing and Customer entered into certain other aircraft purchase agreements and related financing agreements, including associated letter agreements, and certain other agreements, each as amended and supplemented and more particularly described in Exhibit 6 attached hereto, (**Boeing Related Agreements**) and Exhibit 7 attached hereto (**Reaffirmed Agreements**);

WHEREAS, Boeing acknowledges that Customer is a debtor in possession under chapter 11 of title 11 of the United States Code (**Bankruptcy Code**) in the cases styled "In re AMR Corporation, et al.", filed on November 29, 2011 (**Petition Date**) and pending in the United States Bankruptcy Court for the Southern District of New York (**Court**), case no. 11-15643 (SHL) (Jointly Administered) (**Pending Cases**);

WHEREAS, the Parties desire to restructure and amend Purchase Agreement No. 1977, Purchase Agreement No. 1980, and Purchase Agreement No. 3219 in accordance with and subject to certain terms and conditions listed herein;

WHEREAS, subject to the terms and conditions herein, Boeing and Customer desire that Customer assume the Boeing Related Agreements and, to the extent applicable, the Reaffirmed Agreements, in accordance with Section 365 of the Bankruptcy Code, and that Customer and Boeing otherwise reaffirm and agree that the Reaffirmed Agreements are to remain in effect in accordance with their existing terms;

WHEREAS, the Parties desire to resolve certain claims of Boeing and its Affiliates that have been asserted or may be asserted in the Pending Cases, and to agree upon mutual releases of other claims between Customer and its Affiliates and Boeing and its Affiliates;

WHEREAS, the Parties desire to enter into a [*CTR] financing commitment letter agreement in regard to Boeing Model 737 aircraft (**737 [*CTR] Letter Agreement**) and a [*CTR] financing commitment letter agreement in regard to Boeing Model 787 aircraft, respectively, in accordance with and subject to the terms and conditions set forth herein, each in the form and substance attached hereto as Exhibits 8 and 9 (collectively, **737 and 787 [*CTR] Letter Agreements**); and

WHEREAS, Boeing and Customer desire to enter into Purchase Agreement No. 03735, relating to Boeing Model 737-MAX aircraft in accordance with and subject to the terms and conditions listed herein, inclusive of associated letter agreements, each in the form and substance attached hereto as Exhibit 5 (**Purchase Agreement No. 03735**).

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, Customer and Boeing hereby agree as follows:

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1. Definitions.

(a) **Affiliate** means any individual, partnership, corporation, or other entity of whatever nature, directly or indirectly controlling or controlled by or under direct or indirect common control with another individual, partnership, corporation, or other entity of whatever nature. For purposes of this definition, “control” means the power to direct the management and policies of the other individual, partnership, corporation, or other entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

(b) **Amending Documents** means [*CTR] in the form and substance attached hereto as Exhibit 10 ([*CTR]), Letter Agreement AAL-LA-1106678 in the form and substance attached hereto Exhibit 4A, and each of SA 3, SA 33 and SA 36 and the associated letter agreements that are referenced in SA 3, SA 33 and SA 36 and that are to be executed and delivered by Boeing and Customer at Closing pursuant to this 2012 Omnibus Restructure Agreement and in the form of the applicable Exhibits attached hereto.

(c) **Aviall Agreement** means that certain Settlement of Claim and Release Agreement between Customer and Aviall Services, Inc. (**Aviall**) in the form and substance attached hereto as Exhibit 11.

(d) **Assumption and Approval Order** means an order of the Court (i) approving and authorizing the assumption by Customer of the Existing Purchase Agreements (as amended by the applicable Amending Documents) and the assumption by Customer of the Boeing Related Agreements, (ii) approving and authorizing in all respects this 2012 Omnibus Restructure Agreement and all of the actions and transactions contemplated herein, including, without limitation, the approval and authorization of the entering into and the effectiveness of Purchase Agreement No. 03735, the 737 and 787 [*CTR] Letter Agreements, the Aviall Agreement, the BCCELC Agreement and each of the Amending Documents, each in accordance with the terms hereof and thereof, (iii) approving and authorizing in all respects the Jeppesen Assumption and Cure Agreement and all of the actions and transactions contemplated in such Agreement, including, without limitation, the assumption by Customer of the agreement(s) that are to be assumed pursuant to the terms of such Agreement (such agreement(s) to be assumed, the **Assumed Affiliate Agreements**), and (iv) issued by the Court under and pursuant to the appropriate provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, including, without limitation 11 U.S.C. §§105, 363 and 365 and Federal Rules of Bankruptcy Procedure 9014 and 9019, and following such notice and opportunity for a hearing as provided by the rules of the Court and the Bankruptcy Code. The Parties acknowledge that the proposed form of the Assumption and Approval Order submitted to the Court by Customer in connection with a motion requesting such approvals and

authorizations will be in a form determined reasonably satisfactory to both Parties. Any such determination on behalf of Boeing will only apply to such portions of the Assumption and Approval Order that relate to the approvals and authorizations required of the Court in regard to this 2012 Omnibus Restructure Agreement, and such determination will not be unreasonably withheld or delayed by Boeing.

(e) **BCCELC Agreement** means that certain Settlement of Claim and Release Agreement between Customer and BCC Equipment Leasing Corporation (**BCCELC**) in the form and substance attached hereto as Exhibit 12.

(f) **Closing means the** execution and delivery by Boeing and Customer of duplicate counterpart originals of each of the Closing Documents, **and the** completion of all other Closing Actions as defined in and **set forth** in Section 2(g), below.

(g) **Closing Documents** means the Amending Documents, Purchase Agreement No. 03735, the 737 and 787 [*CTR] Letter Agreements, the Jeppesen Assumption and Cure Agreement, the Aviall Agreement, the BCCELC Agreement and that [*CTR]

(h) **Conditions Precedent** means each of the conditions precedent set forth in Section 2 (a) below.

(i) [*CTR]

(j) **Effective Date** means the date and time the Closing is effected and completed as provided in Section 2 (g) below.

(k) **Execution Date** means the date of Boeing and Customer entering into this 2012 Omnibus Restructure Agreement as set forth on the first page hereof.

(l) **Existing Purchase Agreements** means Purchase Agreement No. 1977, Purchase Agreement No. 1980, Purchase Agreement No. 3219 and the AGTA.

(m) **Final Approval Date** means the first date upon which both of the following events have occurred: (i) the Assumption and Approval Order has been entered on the docket of the Court, and (ii) such Assumption and Approval Order is in full force and effect and is not, in any way, stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise.

(n) **Jeppesen Assumption and Cure Agreement** means that Assumption and Cure Agreement (Jeppesen Sanderson, Inc.) between Customer and Jeppesen Sanderson, Inc, (**Jeppesen**) in the form and substance attached hereto as Exhibit 13.

(o) **Knowledge** means, with respect to a Party, [*CTR]

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(p) **Reaffirmed Agreements** has the meaning set forth in the Recitals to this 2012 Omnibus Restructure Agreement.

(q) **Restructured Purchase Agreements** means Purchase Agreement No. 1977, Purchase Agreement No. 1980 and Purchase Agreement No. 3219, as amended pursuant to the terms of this 2012 Omnibus Restructure Agreement.

(r) **SA 3** means Supplemental Agreement No. 3 to Purchase Agreement No. 3219, in the form and substance attached hereto as Exhibit 1.

(s) **SA 33** means Supplemental Agreement No. 33 to Purchase Agreement No. 1980, in the form and substance attached hereto as Exhibit 3.

(t) **SA 36** means Supplemental Agreement No. 36 to Purchase Agreement No. 1977, in the form and substance attached hereto as Exhibit 2.

(u) **737 Operating Lease Commitment** means (i) that certain Letter Agreement 5-1005 CMC-2377, dated July 19, 2011, between Boeing and Customer (including all the exhibits, annexes and schedules thereto), together with (ii) that certain Letter Agreement 5-1005 CMC-2386, dated November 7, 2011, between Boeing and Customer (including the annex thereto), which amended Letter Agreement 5-1005-CMC-2377.

All other capitalized terms used herein but not otherwise defined in this 2012 Omnibus Restructure Agreement shall have the same meaning assigned in the Existing Purchase Agreements, as applicable in connection with the context in which used.

2. Effectiveness and Conditions Precedent.

(a) The Closing and corresponding occurrence of the Effective Date shall be subject to the satisfaction of all of the following Conditions Precedent:

- (i) Customer has assumed, pursuant to section 365 of the Bankruptcy Code, each of the Existing Purchase Agreements as amended by this 2012 Omnibus Restructure Agreement and the Amending Documents, and each of the Boeing Related Agreements and Assumed Affiliate Agreements, and to the extent applicable, the Reaffirmed Agreements; provided that notwithstanding anything to the contrary set forth in this 2012 Omnibus Restructure Agreement, the Existing Purchase Agreements (each as amended by the Amending Documents), the Boeing Related Agreements, and the Assumed Affiliate Agreements shall only be deemed assumed pursuant to section 365 of the Bankruptcy Code upon Closing;

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- (ii) The Court shall have entered the Assumption and Approval Order and such order shall be in full force and effect and not subject to any stay at the time of Closing;
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]
- (vii) [*CTR]
- (viii) Customer and each of Jeppesen, BCCELC and Aviall, as applicable, have entered into the Jeppesen Assumption and Cure Agreement, the BCCELC Agreement and the Aviall Agreement, respectively.

(b) Satisfaction of the Conditions Precedent set forth in clauses (a) (iii), (iv) and (v) of this Section 2 may be waived in whole or in part by [*CTR]

(c) Satisfaction of the Conditions Precedent set forth in clause (a)(vi) and (a)(vii) of this Section 2 may be waived in whole or in part by [*CTR]

(d) [*CTR]

(e) [*CTR]

(f) If the Assumption and Approval Order entered by the Court imposes material conditions upon Boeing or Customer that are not in the proposed form of the Assumption and Approval Order as determined reasonably satisfactory by Boeing and Customer in accordance with the provisions of Section 1(d) of this 2012 Omnibus Restructure Agreement [*CTR]

(g) Provided that all Conditions Precedent have been satisfied or waived in writing at or prior thereto, a Closing shall be held [*CTR]

(i) Boeing and Customer shall execute and deliver to each other duplicate counterpart originals of each of the Closing Documents;

(ii) Each of Customer and Boeing and the applicable Affiliates of Boeing, respectively, will take such actions and execute and deliver to each other such documentation as reasonably required to effect the matters set forth in Section 7(b), Section 7(d), Section 7(e)(i), (iii), (iv) and (v) and Section 7(f)(i), below;

(iii) Customer will make the payments required under Section 7(e) (ii), below;

(iv) [*CTR]

(v) [*CTR]

(vi) Each of Customer and Boeing, respectively, will execute such additional documents and take such further actions as reasonably requested by the other and necessary to implement the provisions of this 2012 Omnibus Restructure Agreement in accordance with the terms hereof.

Upon completion of the Closing Actions, (i) the Existing Purchase Agreements as amended by this 2012 Omnibus Restructure Agreement and the Amending Documents, and each of the Boeing Related Agreements and Assumed Affiliate Agreements, and to the extent applicable the Reaffirmed Agreements, shall be deemed assumed pursuant to section 365 of the Bankruptcy Code, (ii) the Closing Documents, and all other matters that the terms and conditions of this 2012 Omnibus Restructure Agreement provide will be effective upon or take place upon or after the Effective Date, including, without limitation, the provisions of Section 7(g) and Section 7(h), shall be effective, binding and enforceable in accordance with their respective terms, and (iii) Closing shall be deemed effected and completed. [*CTR]

3. Amendments Relating to Restructured Purchase Agreements.

(a) Upon execution at Closing of SA 3 to Purchase Agreement No. 3219 and the associated letter agreements referenced therein, all in the form of Exhibit 1 hereto, the Purchase Agreement No. 3219 shall be amended and revised on the Effective Date, as follows:

(i) [*CTR]. To reflect [*CTR] Table 1(R1) to Purchase Agreement No. 3219 will be deleted and replaced by both Table 1 (R2) to Purchase Agreement No. 3219 entitled "787-923 Aircraft Delivery, Description, Price and Advance Payments" and Table 2 to Purchase Agreement No. 3219 entitled "787-8 Aircraft Delivery, Description, Price and Advance Payments, each in the form and substance incorporated into Exhibit 1 attached hereto and identified with a "SA 3" legend (**Revised Table 1R2** and **Table 2**). All references to Table 1 and/or Table 1 (R1) in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to Revised Table 1(R2) and/or Table 2, as applicable.

(ii) Letter Agreement 6-1162-CL0-1032R1 entitled [*CTR] is terminated and no longer of any further force and effect.

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(iii) [*CTR] Letter Agreement 6-1162-TRW-0670 entitled “Miscellaneous Commitments for Model 787 Aircraft” of Purchase Agreement No. 3219 (**Original Miscellaneous Commitments Letter**), to be reflected in Letter Agreement 6-1162-TRW-0670R1 entitled “Miscellaneous Commitments for Model 787 Aircraft” in the form and substance incorporated into Exhibit 1 attached hereto and identified with a “SA 3” legend (**Revised Miscellaneous Commitments Letter**), [*CTR] will be replaced in the Revised Miscellaneous Commitments Letter with the following:

[*CTR]

The Revised Miscellaneous Commitments Letter will supersede and replace in its entirety the Original Miscellaneous Commitments Letter. All references to Letter Agreement 6-1162-TRW-0670 in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to the Revised Miscellaneous Commitments Letter.

(iv) [*CTR]

Letter Agreement 6-1162-TRW-0674R2 entitled “Business Considerations” in the form and substance incorporated into Exhibit 1 attached hereto and identified with a “SA 3” legend (**Revised Business Considerations Letter**) will replace and supersede in its entirety both Letter Agreement 6-1162-TRW-0674 and Letter Agreement 6-1162-TRW-0674R1 to Purchase Agreement No. 3219. All references to Letter Agreement 6-1162-TRW-0674 or 6-1162-TRW-0674R1 in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to the Revised Business Considerations Letter.

(v) [*CTR] to be reflected in Letter Agreement 6-1162-CLO-1047R1, entitled [*CTR] in the form and substance incorporated into Exhibit 1 attached hereto and identified with a “SA 3” legend (**Revised [*CTR] Letter**), in which the following changes to Letter Agreement 6-1162-CLO-1047, entitled [*CTR] (**Original [*CTR] Letter**) will be made:

(1) [*CTR]

(2) [*CTR]

[*CTR]

(3) [*CTR]

[*CTR]

The Revised [*CTR] Letter will supersede and replace in its entirety the Original [*CTR] Letter. All references to Letter Agreement 6-1162-CLO-1047 in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to the Revised [*CTR] Letter.

(vi) Attachments A, B, and C to the 787 Purchase Rights/Substitution Letter, will be replaced and superseded in their entirety by Attachments A(R1), B(R1), and C(R1) each in the form and substance incorporated into Exhibit 1 attached hereto and identified with a "SA 3" legend. All references to Attachments A, B, and C to the 787 Purchase Rights/Substitution Letter in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to Attachments A(R1), B(R1) and C(R1).

(vii) Letter Agreements to Purchase Agreement No. 3219 6-1162-CLO-1031R1 entitled [*CTR] and 6-1162-TRW-0671 entitled [*CTR] will be replaced and superseded in their entirety by [*CTR] All references to Letter Agreements 6-1162-CLO-1031, 6-1162-CLO-1031R1 and 6-1162-TRW-0671 in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to the [*CTR]

(viii) Letter Agreement AAL-PA-3219-LA-08838 to Purchase Agreement No. 3219 entitled "[*CTR]" in the form and substance in the form and substance incorporated into Exhibit 1 attached hereto and identified with a "SA 3" legend will provide for [*CTR].

(ix) Letter Agreement 6-1162-TRW-0667R1 to Purchase Agreement No. 3219 entitled [*CTR] in the form and substance incorporated into Exhibit 1 attached hereto and identified with a "SA 3" legend ([*CTR] **Letter**) will supersede and replace in its entirety Letter Agreement 6-1162-TRW-0667. All references to Letter Agreement 6-1162-TRW-0667 in Purchase Agreement No. 3219 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 3219 shall be deemed to refer to the [*CTR] Letter.

(x) Letter Agreement AAL-PA-3219-LA-08836 to Purchase Agreement No. 3219 entitled [*CTR] in the form and substance incorporated into Exhibit 1 attached hereto and identified with a "SA 3" legend will provide for the [*CTR]

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(xi) [*CTR]

(xii) The “Table of Contents” to Purchase Agreement No. 3219 will be deleted in its entirety and a revised “Table of Contents,” in the form and substance incorporated into Exhibit 1 attached hereto and identified with a “SA 3” legend will be substituted in lieu thereof to reflect the revisions and amendments effected by SA 3.

(b) Upon execution at Closing of SA 36 to Purchase Agreement No. 1977 associated letter agreements referenced therein, all in the form of Exhibit 2, attached hereto Purchase Agreement No. 1977 shall be amended and revised on the Effective Date, as follows:

(i) Letter Agreement AAL-PA-1977-LA-1105272R1, entitled “Business Considerations 2” of Purchase Agreement No. 1977 (**Original Business Considerations 2 Letter**) will be revised to [*CTR], to be reflected in Letter Agreement AAL-PA-1977-LA-1105272R1 entitled “Business Considerations 2” in the form and substance incorporated into Exhibit 1 attached hereto and identified with a “SA 36” legend (**Revised Business Considerations 2 Letter**) which will reflect the above described change by deleting Articles 2a) and 2a)i) in the Original Business Considerations 2 Letter and replace the same in the Revised Business Considerations 2 Letter with the following new provisions:

“a) [*CTR]

i) [*CTR]

The Revised Business Considerations 2 Letter will supersede and replace in its entirety the Original Business Considerations 2 Letter and all references to Letter Agreement AAL-PA-1977-LA-1105272 in Purchase Agreement No. 1977 and any supplemental agreements and associated letter agreements to Purchase Agreement No. 1977 shall be deemed to refer to the Revised Business Considerations 2 Letter.

(ii) [*CTR]

[*CTR]

[*CTR]

Letter Agreement AAL-PA-1977-LA-08834 entitled “Business Considerations 3” (**Business Considerations 3 Letter**) in the form and substance incorporated into Exhibit 2 attached hereto and identified with a “SA 36” legend will reflect [*CTR]

(iii) Letter Agreements AAL-PA-1977-LA-08835, AAL-PA-1977-LA-110665, and AAL-PA-1977-LA-1106666 to Purchase Agreement No. 1977 respectively entitled “[*CTR]” “[*CTR]”, and “[*CTR]” in the form and substance incorporated into Exhibit 2 attached hereto and identified with a “SA 36” legend will provide for [*CTR]

(iv) The “Table of Contents” to Purchase Agreement No. 1977 will be deleted in its entirety and a revised “Table of Contents,” in the form and substance incorporated into Exhibit 2 attached hereto and identified with a “SA 36” legend will be substituted in lieu thereof to reflect the revisions and amendments made by SA 36.

4. Intentionally Reserved.

5. Additional Agreement Relating to Existing Purchase Agreements.

- (a) Upon execution at Closing of SA 36 and SA 33, Boeing will, as of the Effective Date and as further provided in Section 7 below, waive, discharge and release Customer [*CTR]
- (b) Upon execution at Closing of SA 3, Boeing will, as of the Effective Date, [*CTR]
- (c) At any time prior to the Closing, [*CTR]
- (d) At any time prior to the Closing, [*CTR]

6. [*CTR] Delivery.

[*CTR]

7. Cure of Prepetition Claims and Release of Claims.

(a) Boeing, BCCELC, Jeppesen and Aviall have asserted the following claims (as defined in the Bankruptcy Code) (**Bankruptcy Claims**) in connection with the Pending Cases (collectively, the **Boeing Filed Claims**):

- (i) Claim No. 6644 filed by Boeing in the amount of \$2,282,513.15 for interest on late predelivery payments (**Boeing Interest Claim**).
- (ii) Claim No. 8107 filed by Boeing in the amount of \$2,231,250.00 in connection with financing commitment fees (**Boeing Commitment Claim**).

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(iii) Claim No. 9086 filed by BCCELC in the amount of \$140,000.00 in connection with Designated Basic Rent Payments (as such term is defined in that certain Purchase Agreement (N921TW) between BCCELC and Customer, dated April 27, 2012, and that certain Purchase Agreement (N922TW) between BCCELC and Customer, dated April 27, 2012, such Purchase Agreements, collectively, the **BCCELC Purchase Agreements**) for aircraft with U.S. Registration Nos. N921TW and N922TW (**BCCELC Claim**).

(iv) Claim No. 7556 filed by Boeing in the aggregate amount of \$20,515,911.06 (**Boeing Spares Claim**), of which \$13,933,805.13 was asserted as a reclamation claim pursuant to 11 U.S.C. § 546(c) (**Boeing Reclamation Claim**), of which \$6,582,105.93 also was asserted in Claim No. 528 as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) (**Boeing 503(b)(9) Claim**). For avoidance of doubt, the amounts set forth in the Boeing Reclamation Claim and the Boeing 503(b)(9) Claim are not in addition to, but are included within, the aggregate amounts included in the Boeing Spares Claim.

(v) Claim No. 7756 filed by Jeppesen in the aggregate amount of \$791,269.36 (**Jeppesen Claim**), of which \$104,872.72 was asserted as a reclamation claim pursuant to 11 U.S.C. § 546(c) (**Jeppesen Reclamation Claim**), of which \$47,760.42 also was asserted in Claim No. 67 as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) (**Jeppesen 503(b)(9) Claim**). For avoidance of doubt, the amounts set forth in the Jeppesen Reclamation Claim and the Jeppesen 503(b)(9) Claim are not in addition to, but are included within, the aggregate amounts included in the Jeppesen Claim.

(vi) Claim Nos. 6857, 6858 and 6859 filed by Aviall in the aggregate amount of \$5,224,157.67 (**Aviall Claim**), of which \$1,906,715.80 was asserted as a reclamation claim pursuant to 11 U.S.C. § 546(c) (**Aviall Reclamation Claim**), and of which \$2,565,169.48 also was asserted in Claim No. 45 as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) (**Aviall 503(b)(9) Claim**). For avoidance of doubt, the amounts set forth in the Aviall Reclamation Claim and the Aviall 503(b)(9) Claim are not in addition to, but are included within, the aggregate amounts included in the Aviall Claim.

[*CTR]

(b) [*CTR]

(c) [*CTR] in the aggregate amount of \$12,294,844.18 (**Boeing Accrued Credit Amount**). A schedule of the Boeing Accrued Credit Amount is set forth in Exhibit 14 attached hereto. [*CTR]

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(d) Boeing acknowledges and agrees Customer has paid to Boeing and Boeing has received from Customer the amount of [*CTR] to be applied and credited by Boeing to and against the Boeing Spares Claim (**Customer Prior Payments**). Accordingly, Boeing agrees that after application of the Customer Prior Payments the remaining balance of the Boeing Spares Claim is reduced to [*CTR] (**Net Boeing Spares Claim**). Boeing further acknowledges and agrees to a reduction in certain invoiced amounts included in the Boeing Spares Claim by the total amount of [*CTR] (**Boeing Applicable Credit Amount**), which is available for application to and on the Effective Date will be credited against the Net Boeing Spares Claim.

(e) Customer and Boeing, individually and on behalf of their respective Affiliates, agree that in full satisfaction of all Boeing Filed Claims (excluding only the Reserved Aircraft Lease and Debt Transaction Claims):

(i) On the Effective Date, the Boeing Accrued Credit Amount and the Boeing Applicable Credit Amount will be applied to and credited against the Net Boeing Spares Claim, such that the remaining balance of the Net Boeing Spares Claim shall be \$6,434,169.60 (**Boeing Spares Claim Remaining Balance**);

(ii) On the Effective Date, Customer will pay (A) to Boeing an amount equal to the Boeing Spares Claim Remaining Balance; (B) to Aviall, in accordance with the Aviall Agreement, the Aviall Claim in the aggregate amount of \$5,224,157.67, and (C) to Jeppesen, in accordance with the Jeppesen Assumption and Cure Agreement, the Jeppesen Claim in the aggregate amount of \$791,269.35;

(iii) On the Effective Date, the Boeing Commitment Claim shall be modified to reduce such claim to the amount of \$825,000 and to characterize such claim as a general unsecured pre-petition claim, and the Boeing Commitment Claim as so modified, (a) shall be allowed and shall not be subject to offset, defense or counterclaim and (b) shall be deemed to completely and irrevocably satisfy and discharge any and all obligation and liability of Customer for any unpaid commitment fees under that certain Letter Agreement 5-1005 CMC-2342R1 dated July 20, 2010, and that certain Letter Agreement 5-1005 CMC-2290R2 dated October 15, 2008, and the Court and Customer's claims agent is authorized to adjust the Boeing Commitment Claim on the claims register to reflect such reduced allowed amount as an unsecured claim.

(iv) Upon the occurrence of the Effective Date, and in accordance with Section 5 of this 2012 Omnibus Restructure Agreement, Boeing (i) hereby completely and irrevocably waives, discharges and releases the Boeing Interest Claim, and (ii) agrees it shall not take any action whatsoever to recover, collect, or assert the Boeing Interest Claim against Customer or any of its Affiliates, and (iii) consents to the expungement of the Boeing Interest Claim by Customer's claims agent; and

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(v) [*CTR], the BCCELC Claim shall be allowed in full as a general unsecured pre-petition claim, which shall not be subject to offset, defense or counterclaim.

(f) Boeing agrees that, upon the occurrence of the Effective Date and the payment by Customer of the amount due Boeing in Section 7(e)(ii), above:

(i) Boeing will, and will (as applicable) cause its Affiliates to, withdraw each of the Boeing Filed Claims, excluding only the Boeing Commitment Claim (as modified herein), the BCCELC Claim, and any Reserved Aircraft Lease and Debt Transaction Claims, and

(ii) Boeing shall not and shall cause its Affiliates to not take any action whatsoever to recover, collect, or assert any of the Boeing Filed Claims against Customer or any of its Affiliates, excluding only the Boeing Commitment Claim (as modified herein), the BCCELC Claim, and any Reserved Aircraft Lease and Debt Transaction Claims.

(g) Upon the occurrence of the Effective Date and subject to the provisions of this Section 7, including, without limitation, Sections 7(i) and 7(j) below, Customer and each of the other Debtors in the Pending Cases (collectively, the **Customer Release Parties**) hereby completely and irrevocably releases, waives and discharges [*CTR]

(h) Upon the occurrence of the Effective Date and subject to the provisions of this Section 7, including without limitation Sections 7(i) and 7(j) below, Boeing, for itself and on behalf of each of the other Boeing Release Parties, [*CTR]

(i) [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

(j) For the avoidance of doubt, and notwithstanding anything to the contrary in this 2012 Omnibus Restructure Agreement (including this Section 7), nothing set forth herein shall constitute, or shall be construed as, a release, waiver or discharge, or a forbearance, diminution, limitation or other modification, of any right, power or remedy, or any claim (including, without limitation, any claim for reimbursement or indemnification), that

Boeing or Boeing Capital Corporation, Thayer Leasing Company—1, Boeing Capital Loan Corporation, BCC Equipment Leasing Corporation, or any agent or trustee acting on behalf of any of the foregoing (collectively, the **Boeing MD80 and Debt Parties**), has, had or may have, whether arising (or deemed to arise) before or after the Petition Date, and whether known or unknown, against Customer or any Affiliate of Customer, pursuant to or in connection with (i) the debt financing transactions described in Claim No. 12416 filed by Wilmington Trust Company as Security Trustee in connection with the financing transactions referenced therein (such claim, the **Wilmington Claim**, and all such debt financing transactions, collectively, the **Debt Transactions**), or (ii) the lease financing transactions described in Claim No. 9087 filed by Thayer Leasing Company-1 (such claim, **the Thayer Claim**), or the lease financing transactions relating to aircraft with U.S. Registration Nos. [*CTR] and [*CTR] (all such lease financing transactions described in this clause (ii), collectively, the **MD80 Leases**); or [*CTR]. The foregoing reserved claims, rights, powers or remedies under or in connection with the Debt Transactions and the MD80 Leases are collectively referred to as the **Reserved Aircraft Lease and Debt Transaction Claims**. [*CTR]

(k) Boeing and Customer hereby agree that the Reaffirmed Agreements (i) have not been terminated, and (ii) to the Knowledge of each of Boeing and Customer, are not subject to any right of termination thereunder due to any fact or circumstance occurring on or prior to the date hereof, and (iii) are as of the date hereof, and upon the occurrence of the Effective Date, shall be and remain, in full force and effect in accordance with their terms.

(l) Boeing, for itself and on behalf of its Affiliates, hereby confirms that in connection with the assumption by the Customer at Closing of the Existing Purchase Agreements as amended by this 2012 Omnibus Restructure Agreement and the Amending Documents, and each of the Boeing Related Agreements and Assumed Affiliate Agreements, and to the extent applicable, the Reaffirmed Agreements, in accordance with Section 365 of the Bankruptcy Code, as contemplated in this 2012 Omnibus Restructure Agreement, Customer has provided adequate assurance that Customer will continue to perform under the terms of each of such agreements.

8. Confidentiality and Disclosure.

(a) Boeing and Customer agree that all commercial and financial information set forth or referred to, in this 2012 Omnibus Restructure Agreement is confidential and proprietary. Accordingly, Boeing and Customer further agree that neither Boeing nor Customer shall disclose any of such information to any other person or entity, without the prior written consent of the other party hereto, provided that, Boeing and Customer may disclose such information to their respective professional advisors who have a need to know such information in connection with the Pending Cases and the transactions contemplated hereby, including without limitation, counsel and advisors retained by

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AAL

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Boeing or Customer in connection with the Pending Cases, negotiation of the amendments and agreements, and the performance of the obligations contemplated in this 2012 Omnibus Restructure Agreement and further, such information may be disclosed in accordance with the following terms of this Section 8 (a). Notwithstanding the foregoing, any information which is contained or referenced in the Existing Purchase Agreements (as such agreements currently exist and as may be amended upon the Effective Date), the [*CTR] or the Boeing Related Agreements, or upon their execution and delivery at Closing, any information which is contained or referenced in Purchase Agreement No. 03735 or the 737 and 787 [*CTR] Letter Agreements, will be governed by and may be disclosed in accordance with the terms of the Existing Purchase Agreements, the [*CTR], the Boeing Related Agreements, Purchase Agreement No. 03735 and the 737 and 787 [*CTR] Letter Agreements, as applicable, including, [*CTR]. In the event of any conflict between this Section 8(a) and the provisions of such Existing Purchase Agreements, the [*CTR] the Boeing Related Agreements, Purchase Agreement No. 03735, and associated letter agreements, and the 737 and 787 [*CTR] Letter Agreements, the terms and conditions of such Existing Purchase Agreements, the [*CTR], the Boeing Related Agreements, Purchase Agreement No. 03735 and associated letter agreements, and the 737 and 787 [*CTR] Letter Agreements will govern and control.

(b) Boeing and Customer acknowledge that (i) on January 27, 2012, the Court issued that certain “Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors” (the **Stipulated Protective Order**) (Docket No. 891), and (ii) Boeing and Customer may be asked to provide to the Official Committee of Unsecured Creditors, and its counsel and advisors (the **Committee**), appointed in the Pending Cases, this 2012 Omnibus Restructure Agreement or other information relating to this 2012 Omnibus Restructure Agreement or the matters contemplated herein, including without limitation all of the Existing Purchase Agreements, the [*CTR], the Boeing Related Agreements, Purchase Agreement No. 03735, and the 737 and 787 [*CTR] Letter Agreements (this 2012 Omnibus Restructure Agreement and all such information and agreements referred to herein as **Confidential Information**). Notwithstanding any provision of the Existing Purchase Agreements (including any associated letter agreement), the [*CTR], the Boeing Related Agreements, Purchase Agreement No. 03735 (including any associated letter agreement), the 737 and 787 [*CTR] Letter Agreements and this Section 8 to the contrary, Customer may provide such Confidential Information to the Committee solely in accordance with the following, unless otherwise agreed by Boeing. [*CTR]

(c) [*CTR]

(d) In accordance with paragraph 21 of the Stipulated Protective Order, Customer acknowledges and agrees that Boeing is an intended beneficiary of the Stipulated

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

(e) Protective Order and that Boeing is entitled to seek to enforce the terms of the Stipulated Protective Order with respect to the Confidential Information.

(f) Boeing and Customer shall consult with respect to what Confidential Information shall be included in any pleadings filed with the Court, or in any material provided to the Committee, in connection with satisfying the conditions precedent set forth in Section 2, above.

9. Miscellaneous.

(a) No provision of this 2012 Omnibus Restructure Agreement may be amended, supplemented, waived, modified, discharged, terminated, or otherwise varied orally, but only by an instrument in writing that specifically identifies the provision of this 2012 Omnibus Restructure Agreement that it purports to amend, supplement, waive, modify, discharge, terminate, or otherwise vary and is signed by Boeing and Customer. Each such amendment, supplement, waiver, modification, discharge, termination, or variance shall be effective only in the specific instance and for the specific purpose for which it is given. No provision of this 2012 Omnibus Restructure Agreement shall be varied or contradicted by oral communication, course of dealing or performance, or other manner not set forth in an agreement, document, or instrument in writing and signed by Boeing and Customer.

(b) This 2012 Omnibus Restructure Agreement is not intended to provide, and shall not provide, any person not a party hereto with any rights of any nature whatsoever against any of the Parties hereto, and no person not a party hereto shall have any right, power, or privilege in respect of this 2012 Omnibus Restructure Agreement, or have any benefit or interest arising out of this 2012 Omnibus Restructure Agreement, except for such provisions hereof specifically and expressly intended to be for the benefit and interest of the Affiliates of either Party.

(c) This 2012 Omnibus Restructure Agreement and any amendments, waivers, consents, or supplements hereto may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each fully-executed set of which when so executed shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

(d) The headings of the Sections and clauses of this 2012 Omnibus Restructure Agreement are inserted for convenience only and shall not affect the interpretation hereof.

(e) This 2012 Omnibus Restructure Agreement shall be binding upon, and shall inure to the benefit of and shall be enforceable by, the Parties hereto and their respective successors and assigns, in accordance with its terms and subject to the Conditions Precedent, as applicable; [*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

(f) Each of the Parties hereto agrees that the Court shall have exclusive jurisdiction over all matters arising out of or relating to this 2012 Omnibus Restructure Agreement; provided, however, if the Court does not have subject matter jurisdiction over any such matter or declines to hear any dispute in regard to such matter, then the foregoing exclusive jurisdiction shall no longer apply. This 2012 Omnibus Restructure Agreement shall be governed by United States bankruptcy law and to the extent that United States bankruptcy law does not supply a rule of decision, this 2012 Omnibus Restructure Agreement shall be governed by, and construed in accordance with, the laws of the [*CTR], including all matters of validity, performance and enforceability, but without regard to conflict of law principles that would lead to the application of the laws of a state or jurisdiction other than the [*CTR]

(g) This 2012 Omnibus Restructure Agreement and Exhibits on and as of the date hereof constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter are superseded in their entirety, except to the extent expressly provided or incorporated herein; provided, however, notwithstanding the foregoing, nothing in this 2012 Omnibus Restructure Agreement shall be considered to supersede, amend, terminate or replace any of the Referenced Agreements except upon and after the occurrence of the Effective Date and then only to the extent expressly provided herein. If there are any discrepancies between, on the one hand, the Closing Documents or any other Exhibit hereto and, on the other hand, any provision of this 2012 Omnibus Restructure Agreement, the provisions of the Closing Documents and any such other Exhibit shall control and govern.

10. Expiration and Good Faith Negotiations.

(a) Except for Sections 8 and 9 herein which shall survive and remain in full force and effect in accordance with their terms, this 2012 Omnibus Restructure Agreement will expire and terminate [*CTR]

(b) In the event of the expiration and termination of this 2012 Omnibus Restructure Agreement, [*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

IN WITNESS WHEREOF, Boeing and Customer have executed this 2012 Omnibus Restructure Agreement as of the Execution Date first above written.

THE BOEING COMPANY

AMERICAN AIRLINES, INC.

By: /s/ The Boeing Company

By: /s/ American Airlines, Inc

Its: Attorney-In-Fact

Its: V.P.

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SCHEDULE OF EXHIBITS

TO

2012 OMNIBUS RESTRUCTURE AGREEMENT

- 1 Form of Supplemental Agreement No.3 to Purchase Agreement No. 3219
- 2 Form of Supplemental Agreement No.36 to Purchase Agreement No. 1977
- 3 Form of Supplemental Agreement No. 33 to Purchase Agreement No. 1980
- 4 Schedule of Advance Payment Obligations Due
- 4A Form of Letter Agreement AAL-LA-1106678
- 4B [*CTR]
- 5 Form of Purchase Agreement No. 03735 Boeing Model 737 MAX
- 6 Boeing Related Agreements
- 7 Reaffirmed Agreements
- 8 Form of 737 [*CTR] Letter Agreement
- 9 Form of 787 [*CTR] Letter Agreement
- 10 [*CTR]
- 11 Form of Aviall Agreement
- 12 Form of BCCELC Agreement
- 13 Form of Jeppesen Assumption and Cure Agreement
- 14 Summary of Boeing Accrued Credit Amount
- 15 Schedule of Boeing Affiliates (Section 7(j))

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Exhibit 1

See Supplemental Agreement No. 3 to Purchase Agreement No. 3219 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013 filed in fully executed form as Exhibit 10.2 of this same quarterly filing.

Exhibit 2

Supplemental Agreement No. 36 to Purchase Agreement No. 1977 by and between American Airlines, Inc., and the Boeing Company dated as of February 1, 2013 filed in fully executed form as Exhibit 10.3 of this same quarterly filing.

Exhibit 3

Supplemental Agreement No. 33 to Purchase Agreement No. 1980 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013 filed in fully executed form as Exhibit 10.4 of this same quarterly filing.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-LA-1106678

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Assignment Matters

- References:
- 1) Purchase Agreement No. 1977, dated as of October 31, 1997, including all exhibit thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and American, as buyer, relating to, among other things, the sale by Boeing and the purchase by American of certain Boeing Model 737-823 Aircraft (**Purchase Agreement No. 1977**);
 - 2) Purchase Agreement No. 1980, dated as of October 31, 1997, including all exhibit thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and American, as buyer, relating to, among other things, the sale by Boeing and the purchase by American of certain Boeing Model 777 Aircraft (**Purchase Agreement No. 1980**);
 - 3) Purchase Agreement No. 3219, dated as of October 15, 2008, including all exhibit thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and American, as buyer, relating to, among other things, the sale by Boeing and the purchase by American of certain Boeing Model 787 Aircraft (**Purchase Agreement No. 3219**).

AAL- LA-1106678
Assignment Matters

LA Page 1

BOEING PROPRIETARY

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(Purchase Agreement No. 1977, Purchase Agreement No. 1980, and Purchase Agreement No. 3219, collectively **Purchase Agreements**);

This letter agreement (**Letter Agreement**) amends and supplements each of the Purchase Agreements. All terms used but not defined in this Letter Agreement shall have the same meaning as in each of the applicable Purchase Agreements.

1. [*CTR]
[*CTR]
 - (a) [*CTR]
 - (b) [*CTR]
 - (c) [*CTR]
 - (d) [*CTR]
 - (e) [*CTR]
 - (f) [*CTR]
 - (g) [*CTR]

[*CTR]

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL- LA-1106678
Assignment Matters

LA Page 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: _____
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: _____

AMERICAN AIRLINES, INC.

By: _____

Its: _____

AAL- LA-1106678
Assignment Matters

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EXHIBIT 4B
To
2012 Omnibus Restructure Agreement
(Form of [*CTR])

[*], 20[*]

American Airlines, Inc.
P.O. Box 619616
MD 5320
Dallas/Fort Worth Airport, TX 75261-9616
Attention: Beverly K. Goulet, Vice President and Treasurer

Ladies and Gentlemen:

We refer to (a) that certain 2012 Omnibus Restructure Agreement, dated [*], 20[*] (the "Omnibus Agreement"), between The Boeing Company ("Boeing") and American Airlines, Inc. ("American"), and [*CTR]

The parties hereby agree as follows:

1. [*CTR]

2. [*CTR]

(b) [*CTR]

(c) [*CTR]

[*CTR]

[Intentionally left blank. Signature page follows.]

Page 1

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]>

Best regards,

THE BOEING COMPANY

By _____
The Boeing Company
Vice President Finance and Treasurer

AGREED AND ACCEPTED:

AMERICAN AIRLINES, INC.

By _____
Name:
Title:
Date:

SIGNATURE PAGE

Page 3

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Exhibit 5

Purchase Agreement No. 03735 by and between American Airlines, Inc., and The Boeing Company dated as of February 1, 2013 filed in fully executed form as Exhibit 10.7 of this same quarterly filing.

EXHIBIT 6

BOEING RELATED AGREEMENTS

1. Customer Services General Terms Agreement No. 23-1, dated April 29, 1999, between The Boeing Company and American Airlines, Inc., as modified from time to time, including, without limitation, Supplemental Agreement No. SA-eE dated December 21, 2007, Letter Agreement 6-1181-OC-00622 (as Revised December 19, 2007) and Supplemental Agreement No. SAeE dated February 24, 2012.
2. [*CTR]
3. [*CTR]
4. [*CTR]
5. [*CTR]
6. Letter Agreement AAL-PA-1977-LA-1105601, regarding 737RE aircraft, dated July 19, 2011, between Boeing and Customer, as may be superseded by execution of Purchase Agreement No. 03735 at Closing.
7. [*CTR]
8. [*CTR]
[*CTR]
9. [*CTR]
10. [*CTR]
11. [*CTR]
12. [*CTR]
13. [*CTR]
14. [*CTR]

P.A. No. 1977, 1980, 3219, 03735
AAL, Exhibit 6, Boeing Related Agreements

2012 Omnibus Restructuring Agreement
Page 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 7

Reaffirmed Agreements

1. [*CTR]
2. Letter Agreement 5-1005-CMC-2377 dated July 19, 2011 as amended by letter agreement 5-1005-CMC-2386 dated November 7, 2011, each between Boeing and Customer regarding an Operating Lease Facility for Boeing model 737 aircraft.
3. Purchase Agreement No. 1440, dated as of July 21, 1988, including all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and Customer, as buyer, relating to, among other things, the sale by Boeing and the purchase by Customer of certain Boeing Model 757-223 Aircraft.
4. Purchase Agreement No. 1978, dated as of October 31, 1997, including all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and Customer, as buyer, relating to, among other things, the sale by Boeing and the purchase by Customer of certain Boeing Model 757 Aircraft.
5. Purchase Agreement No. 1979, dated as of October 31, 1997, including all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and Customer, as buyer, relating to, among other things, the sale by Boeing and the purchase by Customer of certain Boeing Model 767 Aircraft.

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AAL

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6. Purchase Agreement between McDonnell Douglas Corporation (predecessor in interest to Boeing) and Customer, DAC 84-2-D dated February 29, 1984, including all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time), between Boeing, as manufacturer and seller, and Customer, as buyer, relating to, among other things, the sale by Boeing and the purchase by Customer of certain McDonnell Douglas Model MD82 and related model aircraft.
7. Purchase Agreements between McDonnell Douglas Corporation (predecessor in interest to Boeing), as Manufacturer, and Trans World Airlines, Inc., as Buyer, solely to the extent assigned to Customer prior to the Petition Date, providing, among other things, for the manufacture and sale by Seller to Buyer of certain McDonnell Douglas Model MD83 and related model aircraft, including all exhibits thereto, together with all letter agreements entered into that by their terms constitute part of such purchase agreement, (as the same has been amended, supplemented and modified to the date hereof, and as the same may hereafter be amended, supplemented and modified from time to time).
8. [*CTR]
9. Purchase Agreement (N921TW) dated as of April 27, 2012, between BCC Equipment Leasing Corporation, a Delaware corporation, as Seller, and Customer, as Buyer, relating to one McDonnell Douglas model DC-9-82 (MD-82), in accordance with the terms of that certain BCCELC Agreement (as defined in the 2012 Omnibus Restructure Agreement).
10. Purchase Agreement (N922TW) dated as of April 27, 2012, between BCC Equipment Leasing Corporation, a Delaware corporation, as Seller, and Customer, as Buyer, relating to one McDonnell Douglas model DC-9-82 (MD-82), in accordance with the terms of that certain BCCELC Agreement (as defined in the 2012 Omnibus Restructure Agreement).

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AAL

2012 Omnibus Restructuring Agreement
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BOEING PROPRIETARY

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EXHIBIT 8
To
2012 Omnibus Restructure Agreement
(Form of 737 [*CTR] Letter)

February 1, 2013

5-1005-CMC-2342R2

VIA EMAIL

Ms. Beverly Goulet
Vice President
Corporate Development, Treasury & Chief Restructuring Officer

Ms. Patricia Delgadillo
Managing Director – Treasury

Mr. Peter Warlick
Managing Director – Fleet Development and Execution

Mr. Jay W. Hancock
Managing Director
Fleet Transactions

American Airlines, Inc.
P.O. Box 619616
MD 5320
Dallas/Fort Worth Airport, TX 75261-9616

Dear Bev, Patricia, Peter and Jay:

The Boeing Company (“Boeing” or the “Manufacturer”) is pleased to present the following [*CTR] financing commitment (the “Facility”) to **AMERICAN AIRLINES, Inc.** (“American” or “Borrower”) based on the terms and conditions of this letter agreement (this “Commitment Letter”).

Following is a summary of principal terms and conditions of the loans to be extended under this Facility:

Lender: Boeing or any of its U.S. affiliates (“Lender”), subject to the provisions set forth opposite the caption “Assignment of Loan Obligation”.

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Confidentiality and Disclosure:

(a) Boeing and American agree that all commercial and financial information set forth or referred to in this Commitment Letter is confidential and proprietary. Accordingly, Boeing and American further agree that neither Boeing nor American shall disclose any of such information to any other person or entity [*CTR], without the prior written consent of the other party hereto, [*CTR]

(b) Boeing and American acknowledge that (i) on January 27, 2012, the Bankruptcy Court issued that certain “Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors” (the “Stipulated Protective Order”) (Docket No. 891), and (ii) Boeing and American may be asked to provide to the Official Committee of Unsecured Creditors (the “Committee”), appointed in the Pending Cases, this Commitment Letter or other information relating to this Commitment Letter or the matters contemplated herein (all such information and agreements referred to herein as **Confidential Information**). Notwithstanding any provision of this Commitment Letter to the contrary, American may provide such Confidential Information to the Committee solely in accordance with the following, unless otherwise agreed by Boeing. [*CTR]

(c) [*CTR]

(d) In accordance with paragraph 21 of the Stipulated Protective Order, American hereby acknowledges and agrees that Boeing is an intended beneficiary of the Stipulated Protective Order and that Boeing is entitled to seek to enforce the terms of the Stipulated Protective Order with respect to the Confidential Information.

(e) Boeing and American shall consult with respect to what Confidential Information shall be included in any pleadings filed with the Court, or in any material provided to the Committee and/or the Committee’s attorneys and advisors, in connection with satisfying the conditions precedent set forth above.

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Ms. Beverly Goulet
Ms. Patricia Delgadillo
Mr. Peter Warlick
Mr. Jay Hancock

5-1005-CMC-2342R21
Signature Page

American Airlines, Inc.

The foregoing is a summary of principal terms and conditions of each Loan to be advanced by Lender, is not complete and is qualified in its entirety by reference to the Agreed Documentation. To the extent there is any inconsistency between this Commitment Letter and the terms and conditions set forth in the Agreed Documentation, the terms and conditions of the Agreed Documentation will control [*CTR]

NOTE: [*CTR]

If the terms and conditions of this Commitment Letter meet with your approval, please indicate your acceptance by signing two copies of this letter in the space provided below and returning one signed copy to the undersigned, whereupon this Commitment Letter shall become a binding agreement between Boeing and American. [*CTR]

Best regards,

THE BOEING COMPANY

The Boeing Company
Vice President Finance and Treasurer

AGREED AND ACCEPTED:

AMERICAN AIRLINES, INC.

By: _____

Its: _____

Date: _____

*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
*CTR	*CTR	*CTR	*CTR	*CTR	*CTR
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*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Schedule B

[*CTR]

[*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]
85685132.4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]
85686940.2

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]—ANNEX C
85685955.4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



EXHIBIT 9
To
2012 Omnibus Restructure Letter
(Form of 787 [*CTR] Letter)

5-1005-CMC-2290 R3

February 1, 2013

Ms. Beverly Goulet
Vice President —Corporate Development, Treasurer & Chief Restructuring Officer

Ms. Patricia Delgadillo
Managing Director—Treasury

Mr. Peter Warlick
Managing Director – Fleet Development and Execution

Mr. Jay W. Hancock
Managing Director, Fleet Transactions

American Airlines, Inc.
P.O. Box 619616
MD 5320
Dallas/Fort Worth Airport, TX 75261-9616

Dear Bev, Patricia, Peter and Jay:

The Boeing Company (“Boeing” or “the Manufacturer”) is pleased to present the following [*CTR] financing commitment (the “Facility”) to **AMERICAN AIRLINES, Inc.** (“American” or “Borrower”) based on the terms and conditions of this letter agreement (this “Commitment Letter”). [*CTR]

Lender:	Boeing or any of its U.S. affiliates (“ <u>Lender</u> ”).
Borrower:	AMERICAN AIRLINES, INC.
Facility Amount:	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

(b) Boeing and American acknowledge that (i) on January 27, 2012, the Bankruptcy Court issued that certain “Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors” (the “Stipulated Protective Order”) (Docket No. 891), and (ii) Boeing and American may be asked to provide to the Official Committee of Unsecured Creditors (the “Committee”), appointed in the Pending Cases, this Commitment Letter or other information relating to this Commitment Letter or the matters contemplated herein (all such information and agreements referred to herein as **Confidential Information**). Notwithstanding any provision of this Commitment Letter to the contrary, American may provide such Confidential Information to the Committee solely in accordance with the following, unless otherwise agreed by Boeing. [*CTR]

(c) [*CTR]

(d) In accordance with paragraph 21 of the Stipulated Protective Order, American hereby acknowledges and agrees that Boeing is an intended beneficiary of the Stipulated Protective Order and that Boeing is entitled to seek to enforce the terms of the Stipulated Protective Order with respect to the Confidential Information.

(e) Boeing and American shall consult with respect to what Confidential Information shall be included in any pleadings filed with the Court, or in any material provided to the Committee and/or the Committee’s attorneys and advisors, in connection with satisfying the conditions precedent set forth above.

The foregoing is a summary of principal terms and conditions of each Loan to be advanced by Lender, is not complete and is qualified in its entirety by reference to the Agreed Documentation. To the extent there is any inconsistency between this Commitment Letter and the terms and conditions set forth in the Agreed Documentation, the terms and conditions of the Agreed Documentation will control [*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Ms. Beverly Goulet
Ms. Patricia Delgadillo
Mr. Peter Warlick
Mr. Jay W. Hancock

5-1005-CMC-2290R3
Signature Page

American Airlines, Inc.

NOTE: [*CTR]

If the terms and conditions of this Commitment Letter meet with your approval, please indicate your acceptance by signing two copies of this letter in the space provided below and returning one signed copy to the undersigned, whereupon this Commitment Letter shall become a binding agreement between Boeing and American. [*CTR]

Best regards,

THE BOEING COMPANY

The Boeing Company
Vice President Finance and Treasurer

AGREED AND ACCEPTED:

AMERICAN AIRLINES, INC.

By: _____

Its: _____

Date: _____

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Schedule B

[*CTR]

[*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR], dated as of [*], 2013 (“**Amendment No. 3**”), is between AMERICAN AIRLINES, INC., a company incorporated under the laws of Delaware (“**American**”), and THE BOEING COMPANY, a company incorporated under the laws of Delaware (“**Boeing**”), acting for itself and on behalf of all of the Affiliates of Boeing.

WITNESSETH:

WHEREAS, [*CTR]

WHEREAS, [*CTR]

WHEREAS, [*CTR]

NOW, THEREFORE, [*CTR]

SECTION 1 [*CTR]

1.1 [*CTR]

[*CTR]

1.2 [*CTR]

(a) [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

(vi) [*CTR]

(b) [*CTR]

SECTION 2 [*CTR]

2.1 [*CTR]

[*CTR]

2.2 [*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

2.3 [*CTR]

“13.10 [*CTR]

[*CTR]

2.4 [*CTR]

(a) [*CTR]

(b) [*CTR]

[*CTR]

(c) [*CTR]

[*CTR]

(d) [*CTR]

[*CTR]

(e) [*CTR]

2.5 [*CTR]

SECTION 3 [*CTR]

[*CTR]

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed and delivered as of the day and year first above written.

AMERICAN AIRLINES, INC.,

as [*CTR]:

By: _____

Title: _____

THE BOEING COMPANY,

as [*CTR], for itself and on behalf of all of its Affiliates

By: _____

Title: _____

SIGNATURE PAGE

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]

[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 11
To
2012 Omnibus Restructure Agreement
FORM OF AVIALL AGREEMENT
Settlement of Claim and Release Agreement
(Aviall)

This Settlement of Claim and Release Agreement (**Settlement and Release Agreement**) is entered into as of _____, 2013, by and between Aviall Services, Inc. (**Aviall**) and American Airlines, Inc., a (**American**, and together with **Aviall**, individually, a **Party**, and collectively, the **Parties**);

WHEREAS, American is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the cases styled "*In re AMR Corporation, et al.*" filed on November 29, 2011 (**Petition Date**) and pending in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), case no. 11-15643 (SHL) (Jointly Administered) (the "**Pending Cases**");

WHEREAS, Aviall has asserted the following claims (as defined in the Bankruptcy Code) (**Bankruptcy Claims**) in connection with the Pending Cases: Claim Nos. 6857, 6858 and 6859 filed by Aviall in the aggregate amount of \$5,224,157.67 (**Aviall Claim**), of which \$1,906,715.80 was asserted as a reclamation claim pursuant to 11 U.S.C. § 546(c) (**Aviall Reclamation Claim**), and of which \$2,565,169.48 also was asserted in Claim No. 45 as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) (**Aviall 503(b)(9) Claim**);

WHEREAS, American and The Boeing Company (**Boeing**) have entered into that certain 2012 Omnibus Restructure Agreement dated November [], 2013 (**2012 Omnibus Restructure Agreement**), pursuant to which American and Boeing, among other things, have agreed to resolve certain claims of Boeing and its Affiliates (as such term is defined in the 2012 Omnibus Restructure Agreement);

WHEREAS, [*CTR]

WHEREAS, Aviall is an Affiliate of Boeing and American and Aviall desire to resolve certain claims of Aviall that have been asserted or may be asserted in the Pending Cases, and to agree upon mutual releases of claims between American and its Affiliates and Aviall;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, American and Aviall agree as follows:

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Settlement and Release
Agreement

1. [*CTR], the rights and obligations of the Parties under this Settlement and Release Agreement are subject to and shall become automatically effective only upon the satisfaction of all of the following conditions precedent (the time of such satisfaction, hereafter, the **Aviall Effective Date**):
 - a. The Court shall have issued an order, the proposed form of such order to be in form and substance reasonably satisfactory to each of American and Boeing (acting on behalf of Aviall), approving and authorizing in all respects the entering into and the effectiveness of this Settlement and Release Agreement, and such order shall be in full force and effect and shall not, in any way, be stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise.
 - b. Closing shall have been completed and the Effective Date shall have occurred in accordance with the term and conditions of and as each of such terms are defined in the 2012 Omnibus Restructure Agreement.
 - c. American shall have paid to Aviall the Aviall Claim in the aggregate amount of \$5,224,157.67.
2. [*CTR]
3. Upon the occurrence of the Aviall Effective Date, Aviall (a) shall withdraw the Aviall Claim with prejudice, and (b) agrees it shall not take any action whatsoever to recover, collect, or assert the Aviall Claim against American or any of its Affiliates, and (c) consents to the expungement of the Aviall Claim from the claims register in the Pending Cases by American's claims agent. For avoidance of doubt, the amounts set forth in the Aviall Reclamation Claim and the Aviall 503(b)(9) Claim are not in addition to, but are included within the aggregate amounts included in the Aviall Claim.
4. [*CTR]
5. [*CTR]
6. [*CTR]
7. [*CTR]
8. [*CTR]
9. Notwithstanding anything to the contrary set forth in this Settlement and Release Agreement, nothing herein shall be deemed or construed to, amend, alter, waive, limit, release, discharge or otherwise change any condition, obligation, or requirement of American or Aviall set forth in this Settlement and Release Agreement in respect of the following:

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Settlement and Release
Agreement

- a. [*CTR]
- b. [*CTR]
- c. [*CTR]

10. The Confidentiality and Disclosure provisions contained in Section 8 of the 2012 Omnibus Restructure Agreement shall apply to this Settlement and Release Agreement as if such provisions were fully incorporated herein, and Aviall agrees to be bound thereby as if named a party therein; provided that any consent, agreement or consultation that would be required of or with Aviall in accordance with such provisions shall be deemed given by or to have occurred with Aviall if such consent or agreement is provided by Boeing, on behalf of Aviall, and American shall be entitled to rely upon any such consent, agreement or consultation to the same extent as if given by or undertaken with Aviall.
11. This Settlement and Release Agreement may be executed in one or more counterparts, all of which counterparts shall be treated as the same binding agreement in accordance with the terms provided herein. Facsimile transmission of an executed counterpart is considered due delivery of that counterpart.
12. Each of the parties hereto agrees that the Court shall have exclusive jurisdiction over all matters arising out of or relating to this Settlement and Release Agreement; provided, however, if the Court does not have subject matter jurisdiction over any such matter or declines to hear any dispute in regard to such matter, then the foregoing exclusive jurisdiction shall no longer apply. This Settlement and Release Agreement shall be governed by United States bankruptcy law and to the extent that United States bankruptcy law does not supply a rule of decision, this Settlement and Release Agreement [*CTR]
13. This Settlement and Release Agreement on and as of the date hereof constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, between the parties hereto with respect to such subject matter are superseded in their entireties; provided, that if there are any discrepancies between, on the one hand, this Settlement and Release Agreement and, on the other hand, any provision of the 2012 Omnibus Restructure Agreement, the provisions of the 2012 Omnibus Restructure Agreement shall control and govern.

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Settlement and Release
Agreement

IN WITNESS WHEREOF, American and Aviall have caused this Settlement and Release Agreement to be signed in duplicate by their duly authorized officers and representatives as of the date written below.

AMERICAN AIRLINES, INC.

AVIALL SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 12
To
2012 Omnibus Restructure Agreement
Form of BCCELC Agreement
Settlement of Claim and Release Agreement
(BCCELC)

This Settlement of Claim and Release Agreement (**Settlement and Release Agreement**) is entered into as of _____, 2013, by and between BCC Equipment Leasing Corporation (**BCCELC**) and American Airlines, Inc., a (**American**, and together with **BCCELC**, individually, a **Party**, and collectively, the **Parties**);

WHEREAS, American is a debtor in possession under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the cases styled "*In re AMR Corporation, et al.*" pending in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), case no. 11-15643 (SHL) (Jointly Administered) (the "**Pending Cases**");

WHEREAS, BCCELC and American have agreed that BCCELC shall have the following claim (as defined in the Bankruptcy Code) in connection with the Pending Cases: Claim No. 9086 filed by BCCELC in the amount of \$140,000.00 in connection with Designated Basic Rent Payments (as such term is defined in that certain Purchase Agreement (N921TW) between BCCELC and Customer, dated April 27, 2012, and that certain Purchase Agreement (N922TW) between BCCELC and Customer, dated April 27, 2012, hereafter referred to as the **MD80 Purchase Agreements**) for aircraft with U.S. Registration Nos. N921TW and N922TW (**BCCELC Claim**);

WHEREAS, American and The Boeing Company (**Boeing**) have entered into that certain 2012 Omnibus Restructure Agreement, pursuant to which American and Boeing, among other things, have agreed to resolve certain claims of Boeing and its Affiliates (as such term is defined in the 2012 Omnibus Restructure Agreement);

WHEREAS, [*CTR]

WHEREAS, BCCELC is an Affiliate of Boeing, and American and BCCELC desire to agree upon mutual releases of claims;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, American and BCCELC agree as follows:

1. [*CTR], the rights and obligations of the Parties under this Settlement and Release Agreement are subject to and shall become automatically effective only upon the satisfaction of all of the following conditions precedent (the time of such satisfaction, hereafter, the **BCCELC Effective Date**):

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Settlement and Release
Agreement

- a. The Court shall have issued an order, the proposed form of such order to be in form and substance reasonably satisfactory to each of American and Boeing (acting on behalf of BCCELC), approving and authorizing in all respects the entering into and the effectiveness of this Settlement and Release Agreement, and such order shall be in full force and effect and shall not, in any way, be stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise.
2. BCCELC agrees, for the avoidance of doubt, that upon the BCCELC Effective Date, the BCCELC Claim shall not be deemed Obligations (as defined in [*CTR]) or form the basis for any claim that (i) [*CTR] (ii) a default has occurred under the MD80 Purchase Agreements, and none of the Debtors shall have any obligation or liability [*CTR] (whether directly or indirectly) with respect to the BCCELC Claim.
3. As full and complete satisfaction of all obligations and liability of Customer in regard to any Basic Rent or Designated Rent Payments that may be due by American under the MD80 Purchase Agreements, and specifically in satisfaction of the provisions of Section 1.3(a) of each MD80 Purchase Agreement, the BCCELC Claim shall be allowed in full as a general unsecured pre-petition claim, which shall not be subject to offset, defense or counterclaim.
4. Nothing in this Settlement and Release Agreement shall be deemed to amend or terminate any provision of the MD80 Purchase Agreements, which remain in effect in accordance with their respective terms. Entry into this Settlement and Release Agreement shall not affect any rights of American or BCCELC under the Bankruptcy Code, except as specifically provided herein upon the occurrence of the BCCELC Effective Date, provided that, nothing set forth herein shall constitute, or shall be construed as, a release, waiver or discharge, or a forbearance, diminution, limitation or other modification, of the rights, releases, waivers and discharges of Boeing and its Affiliates and American and the other debtors in the Pending Cases set forth in Section 7(g) and (h) of the 2012 Omnibus Restructure Agreement.
5. The Confidentiality and Disclosure provisions contained in Section 8 of the 2012 Omnibus Restructure Agreement shall apply to this Settlement and Release Agreement as if such provisions were fully incorporated herein, and BCCELC agrees to be bound thereby as if named a party therein; provided that any consent, agreement or consultation that would be required of or with BCCELC in accordance with such provisions shall be deemed given by or to have occurred with BCCELC if such consent or agreement is provided by Boeing, and American shall be entitled to rely upon any such consent, agreement or consultation to the same extent as if given by or undertaken with BCCELC.
6. This Settlement and Release Agreement may be executed in one or more counterparts, all of which counterparts shall be treated as the same binding agreement in accordance with the terms provided herein. Facsimile transmission of an executed counterpart is considered due delivery of that counterpart.

Settlement and Release Agreement

7. Each of the parties hereto agrees that the Court shall have exclusive jurisdiction over all matters arising out of or relating to this Settlement and Release Agreement; provided, however, if the Court does not have subject matter jurisdiction over any such matter or declines to hear any dispute in regard to such matter, then the foregoing exclusive jurisdiction shall no longer apply. This Settlement and Release Agreement shall be governed by United States bankruptcy law and to the extent that United States bankruptcy law does not supply a rule of decision, [*CTR]
8. This Settlement and Release Agreement on and as of the date hereof constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, between the parties hereto with respect to such subject matter are superseded in their entireties; provided, that if there are any discrepancies between, on the one hand, this Settlement and Release Agreement and, on the other hand, any provision of the 2012 Omnibus Restructure Agreement, the provisions of the 2012 Omnibus Restructure Agreement shall control and govern.

IN WITNESS WHEREOF, American and BCCELC have caused this Settlement and Release Agreement to be signed in duplicate by their duly authorized officers and representatives as of the date written below.

AMERICAN AIRLINES, INC.

BCC EQUIPMENT LEASING CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 13
To
2012 Omnibus Restructure Agreement
FORM OF JEPPESEN ASSUMPTION AND CURE AGREEMENT
Settlement of Claim and Release Agreement
(Jeppesen)

This Assumption and Cure Agreement (**Assumption and Cure Agreement**) is entered into as of _____, 2013, by and between Jeppesen Sanderson, Inc. (**Jeppesen**) and American Airlines, Inc., (**American**, and together with **Jeppesen**, individually, a **Party**, and collectively, the **Parties**);

WHEREAS, American and its affiliate, American Eagle Airlines, Inc. (**Debtors**) are debtors in possession under Chapter 11 of Title 11 of the United States Code (**Bankruptcy Code**) in the cases styled "*In re AMR Corporation, et al.*" filed on November 29, 2011 (**Petition Date**) and pending in the United States Bankruptcy Court for the Southern District of New York (**Court**), case no. 11-15643 (SHL) (Jointly Administered) (**Pending Cases**);

WHEREAS, Debtors and Jeppesen are parties to commercial agreements in support of Debtor's operation and maintenance of aircraft as set forth in Attachment A (the **Existing Agreements**);

WHEREAS, Jeppesen has asserted the following claims (as defined in the Bankruptcy Code) (**Bankruptcy Claims**) in connection with the Pending Cases: Claim No. 7756 filed by Jeppesen in the aggregate amount of \$791,269.36 (**Jeppesen Claim**), of which \$104,872.72 was asserted as a reclamation claim pursuant to 11 U.S.C. § 546(c) (**Jeppesen Reclamation Claim**), and of which \$47,760.42 also was asserted in Claim No. 67 as an administrative expense claim pursuant to 11 U.S.C. § 503(b)(9) (**Jeppesen 503(b)(9) Claim**);

WHEREAS, American and The Boeing Company (**Boeing**) have entered into that certain 2012 Omnibus Restructure Agreement dated _____[], 2013 (**2012 Omnibus Restructure Agreement**), pursuant to which American and Boeing, among other things, have agreed to resolve certain claims of Boeing and its Affiliates (as such term is defined in the 2012 Omnibus Restructure Agreement);

WHEREAS, [*CTR]

Page 1

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

WHEREAS, Jeppesen is an Affiliate of Boeing and American and Jeppesen desire to resolve certain claims of Jeppesen that have been asserted or may be asserted in the Pending Cases, and to agree upon mutual releases of claims between American and its Affiliates and Jeppesen;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, American and Jeppesen agree as follows:

1. Conditions Precedent; Assumption and Cure

1.1 [*CTR], the rights and obligations of the Parties under this Assumption and Cure Agreement are subject to and shall become automatically effective only upon the satisfaction of all of the following conditions precedent set forth in clauses (a), (b) and (c) (the time of such satisfaction, hereafter, the **Jeppesen Effective Date**).

(a) Except as set forth in Section 4.1 below, the Court shall have issued an order, the proposed form of such order to be in form and substance reasonably satisfactory to each of American and Boeing (acting on behalf of Jeppesen), in the Pending Cases (i) approving and authorizing the assumption by Customer of the Existing Agreements, (ii) approving and authorizing this Assumption and Cure Agreement and all of the actions and transactions contemplated herein, and (iii) that is issued by the Court under and pursuant to the appropriate provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, including, without limitation 11 U.S.C. §§105, 363 and 365 and Federal Rules of Bankruptcy Procedure 9014 and 9019, and following such notice and opportunity for a hearing as provided by the rules of the Court and the Bankruptcy Code, and such order shall be in full force and effect and shall not, in any way, be stayed as to its effectiveness, including by order of the Court or pursuant to Federal Rule of Bankruptcy Procedure 6004(h) or otherwise (**Assumption Order**).

(b) American shall have paid to Jeppesen the Cure Payment, as defined in, and as provided for in, Section 2.2, below.

(c) Closing shall have been completed and the Effective Date shall have occurred in accordance with the term and conditions of, and as each of such terms are defined in, the 2012 Omnibus Restructure Agreement.

1.2 Upon satisfaction of the Conditions Precedent set forth in Section 1.1, (i) the Existing Agreements shall be deemed assumed pursuant to section 365 of the Bankruptcy Code, (ii) all other matters that the terms and conditions of this Assumption and Cure Agreement provide will be effective upon or take place upon or after the Jeppesen Effective Date shall be effective, binding and enforceable in accordance with their respective terms.

2. Settlement and Release

2.1 [*CTR]

2.2 Jeppesen agrees that the payment by American to Jeppesen, on the Jeppesen Effective Date, of the amount of \$791,269.36 (the “**Cure Amount**”) shall cure the Jeppesen Claim and shall constitute full and final satisfaction of the Jeppesen Claim. For avoidance of doubt, the amounts set forth in the Jeppesen Reclamation Claim and the Jeppesen 503(b)(9) Claim are not in addition to, but are included within, the aggregate amounts included in the Jeppesen Claim.

2.3 In connection with the assumption of the Existing Agreements, as provided for in Section 1.2 above, Jeppesen acknowledges and agrees that Debtors have provided adequate assurance that Debtors will continue to perform under the terms of the assumed Existing Agreements.

2.4 [*CTR]

2.5 Upon the occurrence of the Jeppesen Effective Date, Jeppesen (a) shall withdraw the Proof of Claim with prejudice and, and (b) agrees it shall not take any action whatsoever to recover, collect, or assert the Jeppesen Claims against American or any of its Affiliates, and (c) consents to the expungement of the Jeppesen Claims from the claims register in the Reorganization Proceeding by American’s claims agent.

2.6 [*CTR]

2.7 [*CTR]

2.8 [*CTR]

3. Reserved Rights

3.1 Notwithstanding anything to the contrary set forth in this Assumption and Cure Agreement, nothing herein shall be deemed or construed to, amend, alter, waive, limit, release, discharge or otherwise change any condition, obligation, or requirement of American or Jeppesen set forth in this Assumption and Cure Agreement in respect of the following:

i. [*CTR]

ii. [*CTR]

iii. [*CTR] with any product or service provided by Jeppesen to or for American or its Affiliates.

4. General Terms and Conditions

4.1 The Confidentiality and Disclosure provisions contained in Section 8 of the 2012 Omnibus Restructure Agreement shall apply to this Assumption and Cure Agreement as if such provisions were fully incorporated herein, and Jeppesen agrees to be bound thereby as if named a party therein; provided that any consent, agreement or consultation that would be required of or with Jeppesen in accordance with such provisions shall be deemed given by or to have occurred with Jeppesen if such consent or agreement is provided by Boeing, on behalf of Jeppesen, and American shall be entitled to rely upon any such consent, agreement or consultation to the same extent as if given by or undertaken with Jeppesen.

4.2 This Assumption and Cure Agreement may be executed in one or more counterparts, all of which counterparts shall be treated as the same binding agreement in accordance with the terms provided herein. Facsimile transmission of an executed counterpart is considered due delivery of that counterpart.

4.3 Each of the parties hereto agrees that the Court shall have exclusive jurisdiction over all matters arising out of or relating to this Assumption and Cure Agreement; provided, however, if the Court does not have subject matter jurisdiction over any such matter or declines to hear any dispute in regard to such matter, then the foregoing exclusive jurisdiction shall no longer apply. This Assumption and Cure Agreement shall be governed by United States bankruptcy law and to the extent that United States bankruptcy law does not supply a rule of decision, [*CTR]

4.4 This Assumption and Cure Agreement on and as of the date hereof constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, between the parties hereto with respect to such subject matter are superseded in their entireties; provided, that if there are any discrepancies between, on the one hand, this Assumption and Cure Agreement and, on the other hand, any provision of the 2012 Omnibus Restructure Agreement, the provisions of the 2012 Omnibus Restructure Agreement shall control and govern.

IN WITNESS WHEREOF, American and Jeppesen have caused this Assumption and Cure Agreement to be signed in duplicate by their duly authorized officers and representatives as of the date written below.

JEPPESSEN SANDERSON, INC.

AMERICAN AIRLINES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Acknowledged and Agreed, as to Existing Agreements to which it is a party:

AMERICAN EAGLE AIRLINES, INC.

By: _____

Printed Name: _____

Title: _____

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

ATTACHMENT A
To
ASSUMPTION AND CURE AGREEMENT
(Jeppesen)

[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 14

SUMMARY OF BOEING ACCRUED CREDIT AMOUNT

[*CTR]	
[*CTR]	[*CTR]
[*CTR]	
[*CTR]	[*CTR]
Total Boeing Accrued Credit Amount	<u>\$12,294,844.18</u>

[*CTR]

Attached: Schedule A to Exhibit 14

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXHIBIT 15
To
2012 Omnibus Restructure Agreement
(Schedule Of Boeing Affiliates)

See attached Schedule of Boeing Affiliates.

Schedule of Boeing Affiliates

Name	Place of incorporation
757UA, Inc.	Delaware
ACN 106 604 871 Pty Ltd	Australia
AeroSpace Technologies of Australia Limited	Australia
Alleron Inc.	Delaware
Akash, Inc.	Delaware
Alteon Training International Spain, S.L.	Spain
Alteon Training Mexico, S.A. de C.V.	Mexico
Alteon Training Services, Inc.	Delaware
Argon ST, Inc.	Delaware
Astro Limited	Bermuda
Astro-II, Inc.	Vermont
Atara Holding Company	Delaware
Atara Services Norway AS	Norway
Aviall (Canada) Ltd.	Ontario
Aviall Airstocks Limited	Hong Kong
Aviall Asia Limited	Hong Kong
Aviall Australia Holdings Pty Ltd	Australia
Aviall Australia Pty Limited	Australia
Aviall de Mexico, SA de C.V.	Mexico
Aviall Foreign Sales Corporation	Barbados
Aviall Japan Limited	Delaware
Aviall New Zealand	New Zealand
Aviall PTE LTD	Singapore
Aviall Services, Inc.	Delaware
Aviall UK, Inc.	Delaware
Aviall, Inc.	Delaware
Aviation Fleet Services India Management Company Limited	Cyprus
BC Capital Partners L.P.	Delaware
BCC Aruba Leasing A.V.V.	Netherlands Antilles
BCC Bolongo Company	Delaware
BCC Bolongo Limited	Virgin Islands, U.S.
BCC Carbita Point Company	Delaware
BCC Carbita Point Limited	Virgin Islands, U.S.
BCC Cascades Corporation	Delaware
BCC Charlotte Amalie Company	Delaware
BCC Charlotte Amalie Limited	Virgin Islands, U.S.
BCC Cove Corporation	Delaware
BCC Drakes Passage Company	Delaware
BCC Equipment Leasing Corporation	Delaware
BCC Grand Cayman Limited	Cayman Islands
BCC Lindbergh Bay Company	Delaware
BCC Mafolie Hill Company	Delaware
BCC Red Hook Company	Delaware
BITG Corporation	Delaware
BITG LLP	Washington
BNA International Systems, Inc.	Delaware

Name	Place of incorporation
BNA Operations International, Inc.	Delaware
BNJ Sales Company L.L.C.	Delaware
BNJ, Inc.	Delaware
Boeing (Asia) Investment Limited	Hong Kong
Boeing (Asia) Services Investment Limited	Hong Kong
Boeing (China) Co., Ltd.	China
Boeing (Gibraltar) Holdings Limited	Gibraltar
Boeing (Gibraltar) Limited	Gibraltar
Boeing 100 North Riverside LLC	Illinois
Boeing Aerospace- TAMS, Inc.	Delaware
Boeing Aerospace (Malaysia) Sdn. Bhd.	Malaysia
Boeing Aerospace Ltd.	Delaware
Boeing Aerospace Middle East Limited	Delaware
Boeing Aerospace Operations- International, Inc.	Delaware
Boeing Aerospace Operations, Inc.	Delaware
Boeing Aerostructures Australia Pty Ltd.	Australia
Boeing Airborne Surveillance Enterprises, Inc.	Delaware
Boeing Aircraft Holding Company	Delaware
Boeing Asia Training Holdings Limited	Hong Kong
Boeing Australia Component Repairs Pty Ltd	Australia
Boeing Australia Holdings Proprietary Limited	Australia
Boeing Brasil Servicos Tecnicos Aeronauticos Ltda.	Brazil
Boeing Canada Holding Ltd.	Alberta
Boeing Canada Operations Ltd.	Alberta
Boeing Capital Corporation	Delaware
Boeing Capital Leasing Limited	Ireland
Boeing Capital Loan Corporation	Delaware
Boeing Capital Securities Inc.	Delaware
Boeing CAS GmbH	Germany
Boeing CAS Holding GmbH	Germany
Boeing China, Inc.	Delaware
Boeing Commercial Space Company	Delaware
Boeing Constructors, Inc.	Texas
Boeing Cyprus Holdings Ltd	Cyprus
Boeing Defence Australia LTD	Australia
Boeing Defence UK Limited	United Kingdom
Boeing Domestic Sales Corporation	Washington
Boeing Enterprises Australia, Inc.	Delaware
Boeing Financial Corporation	Washington
Boeing Global Holdings Corporation	Delaware
Boeing Global Sales Corporation	Delaware
Boeing Helena, Inc.	Delaware
Boeing Hungary, Inc.	Delaware
Boeing India Property Management Private Limited	India
Boeing Intellectual Property Licensing Company	Delaware
Boeing International B.V.	Netherlands
Boeing International B.V. & Co. Holding KGaA	Germany
Boeing International Corporation	Delaware
Boeing International Corporation India Private Limited	India

Name	Place of incorporation
Boeing International Holdings, Ltd.	Bermuda
Boeing International Logistics Spares, Inc.	Delaware
Boeing International Sales Corporation	Washington
Boeing International Support Systems Company Saudi Arabia Limited	Saudi Arabia
Boeing Investment Company, Inc.	Delaware
Boeing Ireland Limited	Ireland
Boeing Japan Kabushiki Kaisha	Japan
Boeing Kuwait, Inc.	Delaware
Boeing Launch Services, Inc.	Delaware
Boeing Logistics Spares, Inc.	Delaware
Boeing Mexico Service Company, S. de R.L.	Mexico
Boeing Middle East Limited	Delaware
Boeing Netherlands B.V.	Netherlands
Boeing Netherlands C.V.	Netherlands
Boeing Netherlands Leasing, BV.	Netherlands
Boeing Nevada, Inc.	Delaware
Boeing North American Space Alliance Company	Delaware
Boeing Norwegian Holdings AS	Norway
Boeing of Canada Ltd.	Delaware
Boeing Offset Company, Inc. .	Delaware
Boeing Operations International, Incorporated	Delaware
Boeing Overseas, Inc.	Delaware
Boeing Phantom Works Investments, Inc.	Delaware
Boeing Precision Gear, Inc.	Delaware
Boeing Qatar Inc.	Delaware
Boeing Research & Technology Europe, S.L.	Spain
Boeing Russia, Inc.	Delaware
Boeing Sales Corporation	Guam
Boeing Satellite Systems International, Inc.	Delaware
Boeing Satellite Systems, Inc.	Delaware
Boeing Service Company	Texas
Boeing Shanghai Aviation Flight Training Co., Ltd.	China
Boeing Singapore Training and Flight Services Pte. Ltd.	Singapore
Boeing Space Operations Company	Delaware
Boeing Stores, Inc.	Delaware
Boeing Sweden Holdings AB	Sweden
Boeing Training & Flight Services Australia Pty Ltd	Australia
Boeing Training Center Management Company Limited	Cyprus
Boeing Training Leasing Corp.	Delaware
Boeing Training Services Korea LLC	Korea, Republic of
Boeing Travel Management Company	Delaware
Boeing UK Training and Flight Services Holding Limited	United Kingdom
Boeing UK Training and Flight Services Limited	United Kingdom
Boeing United Kingdom Limited	United Kingdom
Boeing US Training and Flight Services L.L.C.	Delaware
Boeing Worldwide Operations Limited	Bermuda
CBSA Leasing II, Inc.	Delaware

Name	Place of incorporation
CBSA Leasing, Inc.	Delaware
CBSA Partners, LLC	Delaware
CDM Technologies, Inc.	California
C-Map USA, Inc.	Delaware
C-Map/Commercial, Ltd.	Massachusetts
Coherent Systems International Corporation	British Virgin Islands
Coherent Systems International, LLC	Delaware
Connexion by Boeing Ireland Limited	Ireland
Connexion By Boeing of Canada Company	Canada
Continental DataGraphics Limited	United Kingdom
Continental DataGraphics Technical Services India Private Limited	India
Continental Graphics Corporation	Delaware
Continental Graphics Holdings, Inc.	Delaware
Cougar, Ltd .	Bermuda
Cruise L.L.C.	Russian Federation
Digital Receiver Technology, Inc.	Maryland
Dillon, Inc.	Delaware
Douglas Express Limited	Virgin Islands, U.S.
Douglas Federal Leasing Limited	Virgin Islands, U.S.
Douglas Leasing, Inc.	Delaware
Falcon II Leasing Limited	Virgin Islands, U.S.
Falcon Leasing Limited	Virgin Islands, U.S.
Hanway Corporation	Delaware
Hawk Leasing, Inc.	Delaware
Hawker de Havilland Aerospace Pty Limited	Australia
HRL Laboratories, LLC	Delaware
ILS eBusiness Services, Inc.	Delaware
Insitu Pacific Pty ltd	Australia
Insitu, Inc.	Washington
Inventory Locator Service, LLC	Delaware
Inventory Locator Service-UK, Inc.	Delaware
Jeppesen (Canada) Ltd.	Quebec
Jeppesen Asia/Pacific Pte. Ltd.	Singapore
Jeppesen Australia Pty Ltd	Australia
Jeppesen DataPian, Inc.	Delaware
Jeppesen GmbH	Germany
Jeppesen Hellas Marine Single Member Limited Liability Company	Greece
Jeppesen India Private Limited	India
Jeppesen Italia S.r.l.	Italy
Jeppesen Japan K.K.	Japan
Jeppesen Korea Co., Ltd.	Korea, Republic of
Jeppesen Malaysia Sdn. Bhd.	Malaysia
Jeppesen Marine Australia Pty Limited	Australia
Jeppesen Marine, Inc.	Delaware
Jeppesen Norway AS	Norway
Jeppesen Optimization Solution AB	Sweden
Jeppesen Optimization Solutions, Inc.	Delaware
Jeppesen Poland Spolka z ograniczona odpowiedzialnoscia	Poland
Jeppesen Sanderson, Inc.	Delaware
Jeppesen Systems AB	Sweden

Name	Place of incorporation
Jeppesen U.K. Limited	United Kingdom
Jeppesen Ukraine	Ukraine
Keeler Street Open Space, L.L.C.	Kansas
Kula-One Aircraft Corporation, Limited	Delaware
Kuta-Two Aircraft Corporation	Delaware
Longacres Park, Inc.	Washington
McDonnell Douglas Dakota Leasing, Inc.	Delaware
McDonnell Douglas Express, Inc.	Delaware
McDonnell Douglas F-15 Technical Services Company, Inc.	Delaware
McDonnell Douglas Foreign Sales Corporation	Virgin Islands, U.S.
McDonnell Douglas Helicopter Support Services, Inc.	Delaware
McDonnell Douglas Indonesia Leasing, Inc.	Delaware
McDonnell Douglas Middle East, Ltd.	Delaware
McDonnell Douglas Services, Inc.	Missouri
McDonnell Douglas Truck Services, Inc.	Delaware
MD Indonesia Limited	Virgin Islands, U.S.
MD-Air Leasing Limited	Virgin Islands, U.S.
MDFC-Aircraft Leasing Company	Delaware
MDFC-Aircraft Leasing Limited	Virgin Islands, U.S.
MDFC-Carson Company	Delaware
MDFC-Carson Limited	Virgin Islands, U.S.
MDFC-Express Leasing Company	Delaware
MDFC-Express Leasing Limited	Virgin Islands, U.S.
MDFC-Knoxville Company	Delaware
MDFC-Knoxville Limited	Virgin Islands, U.S.
MDFC-Lakewood Company	Delaware
MDFC-Memphis Company	Delaware
MDFC-Memphis Limited	Virgin Islands, U.S.
MDFC-Reno Company	Delaware
MDFC-Sierra Company	Delaware
MDFC-Spring Limited	Virgin Islands, U.S.
MDFC-Tahoe Company	Delaware
MDFC- Spring Company	Delaware
MD-Federal Holding Company	Delaware
Montana Aviation Research Company	Delaware
Narus Networks Private Limited	India
Narus UK Limited	United Kingdom
Narus, Inc.	Delaware
Pacific Business Enterprises, Inc.	Delaware
RGL-3 Corporation	Delaware
RGL-4 Corporation	Delaware
Sandia National Security LLC	Delaware
Spectrolab, Inc.	California
Taiko Leasing, Inc.	Delaware
Tapestry Solutions, Inc.	California
Team Apache Systems, LLC	Delaware
Thayer Leasing Company-1	Delaware
Wingspan, Inc.	Delaware
Yunnan Alteon Boeing Advanced Flight Training Co., Ltd	China

Supplemental Agreement No. 3

to

Purchase Agreement No. 3219

between

The Boeing Company

and

American Airlines, Inc.

Relating to Boeing Model 787-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 3, entered into as of February 1, 2013, (**SA 3**) by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (**Boeing**) and AMERICAN AIRLINES, INC., a Delaware corporation with offices in Fort Worth, Texas, together with its successors and permitted assigns (**Customer**);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 3219 dated October 15, 2008, relating to Boeing Model 787-923 aircraft, as amended and supplemented (**Purchase Agreement**) and capitalized terms used herein without definitions shall have the meanings specified therefore in such Purchase Agreement;

WHEREAS, Customer and Boeing desire to amend the Purchase Agreement to reflect the following:

- (i) [*CTR] pursuant to the terms and conditions set forth in Letter Agreement 6-1162-TRW-0664 of the Purchase Agreement, entitled "Aircraft Purchase Rights and Substitution Rights" (**787 Purchase/Substitution Rights Letter**). To reflect [*CTR], Table 1(R1) to the Purchase Agreement will be deleted and replaced by both Table 1(R2) entitled "787-923 Aircraft Delivery, Description, Price and Advance Payments" and Table 2 entitled "787-8 Aircraft Delivery, Description, Price and Advance Payments" (**Revised Table 1(R2) and Table 2**).
- (ii) Letter Agreement 6 1162 CL0 1032R1 entitled [*CTR] is terminated and no longer of any further force and effect

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

(iii) [*CTR] in Letter Agreement 6-1162-TRW-0670 entitled “Miscellaneous Commitments for Model 787 Aircraft” of the Purchase Agreement (**Original Miscellaneous Commitments Letter**), to be reflected in Letter Agreement 6-1162-TRW-0670R1 entitled “Miscellaneous Commitments for Model 787 Aircraft” (**Revised Miscellaneous Commitments Letter**), in which the first paragraph of Article 1.13.1 as set forth in the Original Miscellaneous Commitments Letter will be replaced in the Revised Miscellaneous Commitments Letter with the following:

[*CTR]

The Revised Miscellaneous Commitments Letter supersedes and replaces in its entirety the Original Miscellaneous Commitments Letter.

(iv) [*CTR]

[*CTR]

Letter Agreement 6-1162-TRW-0674R2 entitled “Business Considerations” (**Revised Business Considerations Letter**) will replace and supersede in its entirety both Letter Agreement 6-1162-TRW-0674 and Letter Agreement 6-1162-TRW-0674R1 to the Purchase Agreement.

(v) [*CTR], to be reflected in Letter Agreement 6-1162-CLO-1047R1, entitled [*CTR], in which the following changes to Letter Agreement 6-1162-CLO-1047, entitled [*CTR] (**Original [*CTR] Letter**) will be made:

- (1) Articles 1.4 through 1.6 of the Original [*CTR] Letter will be renumbered in the Revised [*CTR] Letter as Articles 1.5 through 1.7
- (2) The following new Article 1.4 will be added to the Revised [*CTR] Letter to reflect the agreement of the parties [*CTR]:

[*CTR].

[*CTR]

- (3) The following sentence will be added to the end of Article 1.4 of the Original [*CTR] Letter (as renumbered to Article 1.5 in the Revised [*CTR] Letter) in the Revised [*CTR] Letter to reflect agreement of the parties regarding the [*CTR]:

[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

The Revised [*CTR] Letter will supersede and replace in its entirety the Original [*CTR] Letter.

- (vi) Attachments A, B, and C to the 787 Purchase Rights/Substitution Letter, will be replaced and superseded in their entirety by Attachments A(R1), B(R1), and C(R1).
- (vii) Letter Agreements to the Purchase Agreement 6-1162-CLO-1031R1 entitled [*CTR] and 6-1162-TRW-0671 entitled [*CTR] will be replaced and superseded in their entirety by [*CTR].
- (viii) A new Letter Agreement AAL-PA-3219-LA-08838 to the Purchase Agreement entitled [*CTR] will provide for [*CTR] Aircraft.
- (ix) Letter Agreement 6-1162-TRW-0667R1 to the Purchase Agreement entitled [*CTR], will supersede and replace in its entirety Letter Agreement 6-1162-TRW-0667.
- (x) A new Letter Agreement AAL-PA-3219-LA-08836 to the Purchase Agreement entitled [*CTR] will provide for the Performance Retention Commitment for the [*CTR].
- (xi) [*CTR].
- (xii) The "Table of Contents" to the Purchase Agreement will be deleted in its entirety and a revised "Table of Contents," attached hereto will be substituted in lieu thereof to reflect the revisions and amendments effected by this SA 3.
- (xiii) [*CTR].

WHEREAS, Boeing and Customer desire to specify an order of precedence for assignment provisions within the Purchase Agreement, as further amended herein, and therefore Boeing and Customer have concurrently herewith executed Letter Agreement AAL-LA-1106678 entitled "Assignment Matters" (**Assignment Letter**); and

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree to amend the Purchase Agreement through the concurrent execution of the Assignment Letter and this SA 3 to reflect the order of precedence for the assignment provisions and as follows:

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1. Table of Contents

The Table of Contents is deleted in its entirety and replaced with a revised Table of Contents, attached hereto, which sets forth the appropriate SA 3 references. The Table of Contents is hereby made part of the Purchase Agreement.

2. Basic Articles:

The basic articles are deleted in their entirety and new basic articles, attached hereto, are substituted in lieu thereof to effect the following revisions:

- a) First Paragraph:
 - 1) Replace reference to 787-923 with “787” aircraft.
- b) Article 1 Quantity, Model, and Description.
 - 1) Redefine the term “Aircraft” to mean a 787 aircraft;
 - 2) Replace reference to Exhibit A with “Exhibit A(R1) and Exhibit A2”; and
 - 3) Replace reference to Table 1 with references to Table 1(R2) and Table 2.
- c) Article 2 Delivery Schedule, Article 3 Price, Article 4 Payment, and Article 5. Miscellaneous.
 - 1) Replace all references to Table 1 with references to Tables1(R2) and Table 2.
 - 2) Replace all references to Exhibit B with reference to Exhibit B(R1).
- d) Article 5.3 BFE Variables.
 - 1) Replace reference to Supplemental Exhibit BFE1 with “Supplemental Exhibit BFE(R1) and Supplemental Exhibit BFE2”.
- e) Article 5.4 Customer Support Variables.
 - 1) Replace all references to Model 787-923 with “787” aircraft.
- f) Article 5.5 Engine Escalation Variables.
 - 1) [*CTR]
- g) Article 5.9 Defined Terms
 - 1) Replace all references to Exhibit C with “Exhibit C(R1)”.

3. Tables

a) Table 1(R1) entitled “Aircraft Information Table—GENX” for the General Electric GENX engine is deleted in its entirety and replaced with a revised Table 1(R2) entitled “787-923 Aircraft Information Table—GENX”, attached hereto. Table 1(R2) is hereby made part of the Purchase Agreement.

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b) Table 2 entitled “787-8 Aircraft Information Table – GENX” is added and hereby made part of the Purchase Agreement.

4. Exhibits

a) Exhibit A entitled “Aircraft Configuration” is deleted in its entirety and replaced with a revised Exhibit A(R1) entitled “Aircraft Configuration for 787-923 Aircraft”, attached hereto. Exhibit A(R1) is hereby made part of the Purchase Agreement.

b) Exhibit A2 entitled “Aircraft Configuration for 787-8 Aircraft”, attached hereto, is hereby added and made part of the Purchase Agreement.

c) Exhibit B entitled “Aircraft Delivery Requirements and Responsibilities” is deleted in its entirety and replaced with a revised Exhibit B(R1), attached hereto. Exhibit B(R1) is hereby made part of the Purchase Agreement.

d) Exhibit C entitled “Defined Terms” is deleted in its entirety and replaced with a revised Exhibit C(R1), attached hereto. Exhibit C(R1) is hereby made part of the Purchase Agreement.

5. Supplemental Exhibits

a) Supplemental Exhibit BFE1 entitled “Buyer Furnished Equipment Variables” is deleted in its entirety and replaced with a revised BFE1(R1) entitled “Buyer Furnished Equipment Variables 787-923”, attached hereto. Supplemental Exhibit BFE1(R1) is hereby made part of the Purchase Agreement.

b) Supplemental Exhibit BFE2 entitled “Buyer Furnished Equipment Variables 787-8” is added in its entirety, attached hereto. Supplemental Exhibit BFE2 is hereby made part of the Purchase Agreement.

6. Letter Agreements

a) Letter Agreement No. 3219-05 entitled “Spare Parts Commitments” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 3219-05R1 is hereby made part of the Purchase Agreement.

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b) Letter Agreement No. 3219-06 entitled “Spare Parts Initial Provisioning” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 3219-06R1 is hereby made part of the Purchase Agreement.

c) Letter Agreement No. 3219-08 entitled “Open Configuration Matters” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 3219-08R1 is hereby made part of the Purchase Agreement.

d) Letter Agreement No. 6-1162-CLO-1031R1 entitled [*CTR] is deleted in its entirety. Letter Agreement No. 6-1162-CLO-1031R1 is hereby withdrawn from the Purchase Agreement.

e) Letter Agreement No. 6-1162-CLO-1032R1 entitled [*CTR] is deleted in its entirety since it is terminated and no longer of any further force and effect.

f) Letter Agreement No. 6-1162-CLO-1043 entitled “787 Inspection Process” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-CLO-1043R1 is hereby made part of the Purchase Agreement.

g) Letter Agreement No. 6-1162-CLO-1046R1 entitled [*CTR] is deleted in its entirety. Letter Agreement No. 6-1162-CLO-1046R1 is hereby withdrawn from the Purchase Agreement.

h) Letter Agreement No. 6-1162-CLO-1047 entitled [*CTR] is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-CLO-1047R1 is hereby made part of the Purchase Agreement.

i) Letter Agreement No. 6-1162-CLO-1049 entitled “CSI Matters” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-CLO-1049R1 is hereby made part of the Purchase Agreement.

j) Letter Agreement No. 6-1162-TRW-0664 entitled “Aircraft Purchase Rights and Substitution Rights”, inclusive of Attachments A, B, and C, is deleted in its entirety and replaced with a revised letter agreement (R1), inclusive of revised Attachments A(R1), B(R1) and C(R1). Letter Agreement No. 6-1162- TRW-0664R1 and Attachments A(R1), B(R1) and C(R1) are hereby made part of the Purchase Agreement.

k) Letter Agreement No. 6-1162-TRW-0667 entitled [*CTR] is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-TRW-0667R1 is hereby made part of the Purchase Agreement.

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l) Letter Agreement No. 6-1162-TRW-0668 entitled [*CTR] is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-TRW-0668R1 is hereby made part of the Purchase Agreement.

m) Letter Agreement No. 6-1162-TRW-0670 entitled “Miscellaneous Commitments for Model 787 Aircraft” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-TRW-0670R1 is hereby made part of the Purchase Agreement.

n) Letter Agreement No. 6-1162-TRW-0671 entitled [*CTR] is deleted in its entirety. Letter Agreement No. 6-1162-TRW-0671 is hereby withdrawn from the Purchase Agreement.

o) Letter Agreement No. 6-1162-TRW-0672 entitled [*CTR] is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-TRW-0672R1 is hereby made part of the Purchase Agreement.

p) Letter Agreement No. 6-1162-TRW-0673 entitled “Confidentiality” is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. 6-1162-TRW-0673R1 is hereby made part of the Purchase Agreement.

q) Letter Agreement No. 6-1162-TRW-0674R1 entitled “Business Considerations” is deleted in its entirety and replaced with a revised letter agreement (R2). Letter Agreement No. 6-1162-TRW-0674R2 is hereby made part of the Purchase Agreement.

r) Letter Agreement No. AAL-PA-3219-LA-08836 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.

s) Letter Agreement No. AAL-PA-3219-LA-08837 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.

t) Letter Agreement No. AAL-PA-3219-LA-08838 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.

7. Waiver.

[*CTR]

8. Miscellaneous.

a) References in the Purchase Agreement and any supplemental agreements and associated letter agreements to the tables, exhibits, supplemental exhibits and letter agreements listed in the left column of the below table shall be deemed to refer to the corresponding tables, exhibits, supplemental exhibits and letter agreements listed in the right column of the below table.

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Original	Replacement
Table 1 and/or Table 1(R1)	Table 1(R2) and/or Table 2, as applicable
Exhibit A	Exhibit A(R1) and/or Exhibit A2, as applicable
Exhibit B	Exhibit B(R1)
Exhibit C	Exhibit C(R1).
Exhibit BFE1	Exhibit BFE1(R1) and/or Supplemental Exhibit BFE2, as applicable.
Letter Agreement No. 3219-05	Letter Agreement No. 3219-05R1
Letter Agreement No. 3219-06	Letter Agreement No. 3219-06R1
Letter Agreement No. 3219-08	Letter Agreement No. 3219-08R1
Original	Replacement
Letter Agreement No. 6-1162-CLO-1043	Letter Agreement No. 6-1162-CLO-1043R1
Letter Agreement No. 6-1162-CLO-1047	Letter Agreement No. 6-1162-CLO-1047R1
Letter Agreement No. 6-1162-CLO-1049	Letter Agreement No. 6-1162-CLO-1049R1
Letter Agreement No. 6-1162-TRW-0664	Letter Agreement No. 6-1162-TRW-0664R1
Attachments A, B, and C to Letter Agreement No. 6-1162-TRW-0664	Attachments A(R1), B(R1), and C(R1) to Letter Agreement No. 6-1162-TRW-00664R1
Letter Agreement No. 6-1162-TRW-0667	Letter Agreement No. 6-1162-TRW-0667R1
Letter Agreement No. 6-1162-TRW-0668	Letter Agreement No. 6-1162-TRW-0668R1
Letter Agreement No. 6-1162-TRW- 0670	Letter Agreement No. 6-1162-TRW-0670R1
Letter Agreement No. 6-1162-TRW-0672	Letter Agreement No. 6-1162-TRW-0672R1
Letter Agreement No. 6-1162-TRW-0673	Letter Agreement No. 6-1162-TRW-0673R1
Letter Agreement No. 6-1162-TRW-0674R1	Letter Agreement No. 6-1162-TRW-0674R2
Letter Agreements No. 6-1162-CLO-1031 and 6-1162-CLO-1031R1 and 6-1162-TRW-0671	Letter Agreement No. AAL-PA-3219-LA-08837

b) [*CTR]

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The Purchase Agreement will be deemed to be amended to the extent provided herein and as so amended will continue in full force and effect. In the event of any inconsistency between the above provisions and the provisions contained in the referenced exhibits to this SA 3, the terms of the exhibits will control.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

AMERICAN AIRLINES, INC.

By: /s/ The Boeing Company
Its: Attorney-In-Fact

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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6-1162-AKP-072R2	[*CTR] Terminated per AAL-PA-1977-LA-1105595	
6-1162-AKP-073R1	Accident Claims and Litigation	
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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION
PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Relating to Boeing Model 787 Aircraft

SA-3
P.A. No. 3219

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE
COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

between

The Boeing Company

and

American Airlines, Inc.

This Purchase Agreement No. 3219 dated as of February 1, 2013 between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to the purchase and sale of Model 787 aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates and, solely for purposes of the sale by Boeing and purchase by Customer of Model 787 aircraft, amends the terms and conditions of the Aircraft General Terms Agreement dated as of October 31, 1997 between the parties, identified as AGTA-AAL (**AGTA**).

Article 1. Quantity, Model, and Description.

The aircraft to be delivered to Customer will be designated as Model 787 aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in Exhibit A(R1) and Exhibit A2 in the quantities listed in Tables 1(R2) and 2 to this Purchase Agreement.

Article 2. Delivery Schedule.

The Scheduled Delivery Months of the Aircraft are as listed in the attached Tables 1(R2) and 2. Exhibit B(R1) describes certain requirements and responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

Article 3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price [*CTR] for each Aircraft is listed in Tables 1(R2) and 2.

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE
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3.2 The Advance Payment Base Price. The Advance Payment Base Price for each Aircraft is listed in Tables 1(R2) and 2.

3.3 Aircraft and Advance Payment Price Components. [*CTR]

Article 4. Payment.

4.1 Deposit. Boeing acknowledges receipt of a deposit in the amount shown in Tables 1(R2) and 2 for each Aircraft (**Deposit**).

4.2 Advance Payments. [*CTR]

4.3 Advance Payments Due. [*CTR]

4.4 Payment of Balance. [*CTR]

Article 5. Miscellaneous.

5.1 Aircraft Information Table. Tables 1(R2) and 2 contain and consolidate information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) Scheduled Delivery Months, (iv) Aircraft Basic Price, (v) applicable escalation factors, (vi) Advance Payment Base Prices, and (vii) Advance Payments and their schedules.

5.2 [*CTR]

5.3 BFE Variables. Supplemental Exhibit BFE1(R1) and Supplemental Exhibit BFE2 to this Purchase Agreement contain vendor selection dates, on-dock dates and other variables applicable to the Aircraft pursuant to the BFE Provisions Document. [*CTR]

5.4 Customer Support Variables. Information, training, support, materials, data, protections, goods and services furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1 (hereinafter referred to as **Entitlements**). Solely for purposes of the Aircraft, Supplemental Exhibit CS1 supersedes in its entirety Exhibit B to the AGTA, and, for clarity, all references to Exhibit B to the AGTA shall be deemed to refer to Supplemental Exhibit CS1 to the Purchase Agreement. [*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE
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5.5 Engine Escalation Variables. [*CTR]

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 to this Purchase Agreement lists the airframe and landing gear components covered by the Service Life Policy for the Aircraft (**Covered Components**).

5.7 Public Announcement. Boeing may make a public announcement regarding Customer's purchase of the Aircraft only upon prior written approval of Boeing's press release by Customer. Customer may make such an announcement at its sole discretion.

5.8 Negotiated Agreement; Entire Agreement. This Purchase Agreement including, without limitation, the provisions of Article 8 of the AGTA relating to indemnification and insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties. The Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written, and may be changed only in writing signed by authorized representatives of the parties.

5.9 Defined Terms. Exhibit C(R1) to this Purchase Agreement contains certain defined terms used in the AGTA or elsewhere in this Purchase Agreement. All capitalized terms used in this Purchase Agreement but not otherwise defined shall have the meaning set forth in Exhibit C(R1) to this Purchase Agreement or elsewhere in this Purchase Agreement.

Article 6. Confidential Treatment.

Customer and Boeing understand and agree that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer and Boeing agree to limit the disclosure of its contents to employees of Customer and Boeing with a need to know the contents for purposes of helping Customer and Boeing perform their obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party hereto.

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE
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DATED AS OF FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

THE BOEING COMPANY

BY: /s/ American Airlines, Inc.

BY: /s/ The Boeing Company

ITS: VP Corporate Development
and Treasurer

ITS: Attorney In Fact

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BOEING PROPRIETARY

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**Table 1(R2) to Purchase Agreement No. PA-03219
787-9 Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	787-9	545000 pounds	Detail Specification:	[*CTR]	
Engine Model/Thrust:	GENX-1B74/75	74100 pounds	Airframe Price Base Year/Escalation Formula:	[*CTR]	[*CTR]
Airframe Price:		[*CTR]	Engine Price Base Year/Escalation Formula:	[*CTR]	[*CTR]
]]]]Optional Features:		[*CTR]			
Sub-Total of Airframe and Features:		[*CTR]	Airframe Escalation Data:		
Engine Price (Per Aircraft):		[*CTR]	Base Year Index (ECI):	[*CTR]	
Aircraft Basic Price (Excluding BFE/SPE):		[*CTR]	Base Year Index (CPI):	[*CTR]	
Buyer Furnished Equipment (BFE) Estimate:		[*CTR]	Engine Escalation Data:		
			Base Year Index (ECI):	[*CTR]	
In-Flight Entertainment (IFE) Estimate:		[*CTR]	Base Year Index (CPI):	[*CTR]	
Deposit per Aircraft:		[*CTR]			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial No.	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

AAL-PA-03219 61897-1F.TXT

Boeing Proprietary

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Table 1(R2) to Purchase Agreement No. PA-03219
787-9 Aircraft Delivery, Description, Price and Advance Payments**

[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2016	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

AAL-PA-03219 61897-1F.TXT

Boeing Proprietary

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Table 1(R2) to Purchase Agreement No. PA-03219
787-9 Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial No.	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment			
						Per Aircraft (Amts. Due/Mos. Prior to Delivery):			Total
						*CTR	*CTR	*CTR	*CTR
*CTR]-2016	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	[\$70,965,000]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2017	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]
*CTR]-2018	1	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]	*CTR]

Total: 30

*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Table 2 to
Purchase Agreement No. PA-03219
787-8 Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	787-8	502,500 pounds	Detail Specification:	[*CTR]
Engine Model/Thrust:	GENX-1B70	69,800 pounds	Airframe Price Base Year/Escalation Formula:	[*CTR]
Airframe Price:	[*CTR]		Engine Price Base Year/Escalation Formula:	[*CTR]
Optional Features:	[*CTR]			
Sub-Total of Airframe and Features:	[*CTR]		Airframe Escalation Data:	
Engine Price (Per Aircraft):	[*CTR]		Base Year Index (ECI):	[*CTR]
Aircraft Basic Price (Excluding BFE/SPE):	[*CTR]		Base Year Index (CPI):	[*CTR]
Buyer Furnished Equipment (BFE) Estimate:	[*CTR]		Engine Escalation Data:	
			Base Year Index (ECI):	[*CTR]
In-Flight Entertainment (IFE) Estimate:	[*CTR]		Base Year Index (CPI):	[*CTR]
Deposit per Aircraft:	[*CTR]			

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Manufacturer Serial No.	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2014	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[\$9,394,100]	[*CTR]
[*CTR]-2014	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2015	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

Total: 12

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Exhibit A(R1) to Purchase Agreement Number 3219

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Exhibit A(R1)

BOEING PROPRIETARY

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AIRCRAFT CONFIGURATION

Dated as of the Effective Date

relating to

BOEING MODEL 787-923 AIRCRAFT

1. [*CTR]

P.A. No. 3219

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Exhibit A(R1)

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Exhibit A2 to Purchase Agreement Number 3219

P.A. No. 3219

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Exhibit A2

BOEING PROPRIETARY

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AIRCRAFT CONFIGURATION

Dated as of the Effective Date

relating to

BOEING MODEL 787-8 AIRCRAFT

1. [*CTR]

P.A. No. 3219

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Exhibit A2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Exhibit B(R1) to Purchase Agreement Number 3219

P.A. No. 3219

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Exhibit B(R1)

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 787 AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B(R1) documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the Scheduled Delivery Month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents.

Not later than [*CTR] prior to delivery of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than [*CTR] prior to delivery of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any temporary or permanent registration certificates required by any Governmental Authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer.

2. INSURANCE CERTIFICATES.

Insurance certificate requirements are defined in Article 8 of the AGTA.

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Exhibit B(R1), Page-1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. NOTICE OF FLYAWAY CONFIGURATION.

3.1 Flyaway Configuration Notice.

Not later than [*CTR] prior to delivery of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested flyaway configuration of the Aircraft for its ferry flight. This configuration letter should include:

- (i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;
- (ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling;
- (iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft.

The information contained in such configuration letter may be changed from time to time by the mutual consent of Boeing and Customer.

3.2 Ferry Flight Information.

Customer will provide to Boeing at least [*CTR] prior to delivery of each Aircraft:

- (i) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and
- (ii) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. [*CTR]

4.2 Schedule of Demonstration Flights. [*CTR]

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4.3.1 [*CTR]

[*CTR]

4.4 [*CTR]

4.5 [*CTR]

4.6 Delivery Papers, Documents and Data. [*CTR]

4.7 Delegation of Authority. Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft including the person executing the transfer of title documents.

4.8 Standard Airworthiness Certificate. Boeing will provide at delivery of each Aircraft the Standard Airworthiness Certificate [*CTR]

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide a copy of its Aircraft Radio Station License (or a written statement of the location of the original license) to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

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Exhibit B(R1), Page-3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PURCHASE AGREEMENT DEFINITIONS

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Exhibit C(R1) to Purchase Agreement Number 3219

P.A. No. 3219

SA-3

Exhibit C(R1)

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PURCHASE AGREEMENT DEFINITIONS

Dated February 1, 2013

relating to

BOEING MODEL 787 AIRCRAFT

I. Definitions.

The following terms, when used in capitalized form in this Purchase Agreement, including the AGTA and any exhibits, schedules, attachments, supplements, amendments and letter agreements to this Purchase Agreement, have the following meanings:

Advance Payments means the payments made by Customer in advance of delivery with respect of an Aircraft pursuant to Section 4.2 of the Purchase Agreement.

Advance Payment Base Price has the meaning set forth in Section 2.1.6 of the AGTA.

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

AGTA has the meaning set forth in the recital of the Aircraft General Terms Agreement dated October 31, 1997 between Boeing and Customer.

Aircraft means any or all, as the context requires, of the Boeing Model 787 aircraft described in Tables 1(R2) and 2 to the Purchase Agreement, together with the Engines and Parts that are incorporated or installed in or attached to such aircraft.

Aircraft Basic Price has the meaning set forth in Section 2.1.4 of the AGTA.

Aircraft Software has the meaning set forth in Part 1 of the Product Assurance Document.

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Exhibit C(R1), Page-1

BOEING PROPRIETARY

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Aircraft Price has the meaning set forth in Section 2.1.7 of the AGTA.

Airframe Escalation Adjustment Document has the meaning set forth in Section 2.1.5 of the AGTA.

Airframe Price has the meaning set forth in Section 2.1.1 of the AGTA.

ATA has the meaning set forth in Section 1 to Part 3 of the Customer Support Document.

Authorized Agent has the meaning set forth in Part 1 of the Product Assurance Document.

Average Direct Hourly Labor Rate has the meaning set forth in Part 1 of the Product Assurance Document.

BFE Provisions Document means the Buyer Furnished Equipment Provisions Document attached to the AGTA as Exhibit A.

Boeing has the meaning set forth in the recital of the AGTA.

Boeing Product has the meaning set forth in Part 1 of the Product Assurance Document.

Buyer Furnished Equipment or **BFE** has the meaning set forth in Section 1.2 of the AGTA.

Correct or **Correction** has the meaning set forth in Part 1 of the Product Assurance Document.

Corrected Boeing Product has the meaning set forth in Part 1 of the Product Assurance Document.

Customer has the meaning set forth in the recital of the AGTA.

[*CTR]

Deposit means the deposit made by Customer in respect of an Aircraft pursuant to Section 4.1 of the Purchase Agreement.

Detail Specification means the Detail Specification identified in Exhibit A(R1) and A2 to the Purchase Agreement, as the same is amended from time to time by Boeing and Customer pursuant to Article 4 of the AGTA.

Development Changes has the meaning set forth in Section 4.2 of the AGTA.

Direct Labor has the meaning set forth in Part 1 of the Product Assurance Document.

Direct Materials has the meaning set forth in Part 1 of the Product Assurance Document.

Documents has the meaning set forth in AGTA-AAL, within the first paragraph of section 1 of Part 3 of Exhibit B to the Customer Support Document.

Engine means each of the two engines installed on the Aircraft and identified on Tables 1(R2) and 2 to the Purchase Agreement, together with any and all Parts incorporated or installed in or attached to each such engine.

Engine Price has the meaning set forth in Section 2.1.3 of the AGTA.

[*CTR]

Engine Supplier means the manufacturer of the Engine.

Escalation Adjustment has the meaning set forth in Section 2.1.5 of the AGTA.

Excusable Delay has the meaning set forth in Section 7.1 of the AGTA.

FAA means the Federal Aviation Administration of the United States of America and any agency or instrumentality of the United States government succeeding to its functions.

Failed Component has the meaning set forth in Section 1 of Part 3 to the Product Assurance Document.

Failure has the meaning set forth in Section 1 of Part 3 to the Product Assurance Document.

Federal Aviation Regulations means the regulations promulgated by the FAA from time to time and any official interpretations thereof.

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Field Services has the meaning set forth in Section 1 of Part 2 to the Customer Support Document.

Governmental Authority means any federal, state, county, local or foreign governmental entity or municipality or subdivision thereof or any authority, arbitrator, department, commission, board, bureau, body, agency, court or other agency or instrumentality thereof.

Governmental Regulations means: (1) the Type Certificate for the Aircraft; (2) any other certification, license or approval issued or required for the Aircraft by the FAA or any other Governmental Authority having jurisdiction over Boeing or the Aircraft; (3) any other law, rule, order or regulation of the United States Government or any agency or instrumentality thereof, having jurisdiction over the Aircraft or Boeing; (4) all regulations and official interpretations of the certification, license, or approval requirements described in (1), (2) and (3) above; and (5) all airworthiness directives issued by the FAA.

Interface Problem has the meaning set forth in Section 1 of Part 5 of the Product Assurance Document.

Manufacturer Change has the meaning set forth in Section 3.2.1 of the AGTA.

Operator Changes has the meaning set forth in Section 3.3.1 of the AGTA.

Optional Features means those Parts identified as optional features in the Detail Specification.

Optional Features Prices has the meaning set forth in Section 2.1.2 of the AGTA.

Parts means any and all appliances, parts, instruments, appurtenances, accessories, furnishings, and other equipment or property of whatever nature incorporated or installed in or attached to an Aircraft upon delivery or otherwise pursuant to the Purchase Agreement.

Performance Guarantees has the meaning set forth in Section 5.4 of the AGTA.

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Exhibit C(R1), Page-4

BOEING PROPRIETARY

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Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

Policy has the meaning set forth in Section 1 of Part 3 of the Product Assurance Document.

Product Assurance Document means the Product Assurance Document attached to the AGTA as Exhibit C.

Proprietary Information has the meaning set forth in Section 1 of Part 5 to the Customer Support Document.

Proprietary Materials has the meaning set forth in Section 1 of Part 5 to the Customer Support Document.

Purchase Agreement means Purchase Agreement No. 3219, of even date herewith, between Boeing and Customer for the purchase of the Aircraft, including, without limitation, the AGTA and any exhibits, schedules, attachments, supplements, amendments and letter agreements to such Purchase Agreement.

Scheduled Delivery Month means, with respect to an Aircraft, the scheduled month and year of delivery for such Aircraft as set forth in Section 2 of the Purchase Agreement.

Seller Furnished Equipment or **SFE** means those Parts incorporated or installed in, or attached to, the Aircraft by Boeing and designated as “seller furnished equipment.”

Seller Purchased Equipment or **SPE** means those Parts incorporated or installed in, or attached to, the Aircraft by Boeing and designated as “seller purchased equipment.”

SLP Component has the meaning set forth in Section 1 of Part 3 of Product Assurance Document.

Standard Airworthiness Certificate means a standard airworthiness certificate for transport category aircraft applicable to an Aircraft issued by the FAA pursuant to Part 21 of the Federal Aviation Regulations (or any successor regulations).

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Exhibit C(R1), Page-5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Stipulated Rate has the meaning set forth in Section 1.3 of Letter Agreement No. 6-1162-TRW-0670R1.

Supplier Product has the meaning set forth in Part 1 of the Product Assurance Document.

Suppliers has the meaning set forth in Section 1 of Part 4 of the Product Assurance Document.

Taxes has the meaning set forth in Section 2.2 of the AGTA.

Type Certificate means a type certificate for transport category aircraft issued by the FAA pursuant to Part 21 of the Federal Aviation Regulations or any successor regulation.

Warranty Inspections has the meaning set forth in Part 1 of the Product Assurance Document.

II. Interpretive Provisions.

When reference is made to an article, section, attachment, exhibit, schedule or supplement of the AGTA or a Purchase Agreement without further reference to a particular letter agreement, attachment, exhibit, schedule or supplement thereto, such reference shall be deemed to be a reference to the main text of the AGTA or such Purchase Agreement, respectively.

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Exhibit C(R1), Page-6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Supplemental Exhibit BFE1(R1) to Purchase Agreement Number 3219

P.A. No. 3219

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Supp. Ex. BFE1(R1)

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787-923 AIRCRAFT

This Supplemental Exhibit BFE1(R1) contains vendor selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will select and notify Boeing of the suppliers of the following items by the following dates:

[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

2. Certification Document.

[*CTR]

3. Import

Customer will insure that Customer's BFE suppliers provide sufficient information to enable Boeing, when acting as Importer of Record for Customer's BFE, to comply with all applicable provisions of the U.S. Customs Service.

4. Delivery Dates and Other Information

[*CTR]

Item

Preliminary On-Dock Dates

P.A. No. 3219

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Supp. Ex. BFE1(R1) , Page-1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Premium Class (PC) Seats

[*CTR]

[*CTR]

[*CTR]

Lifevests

[*CTR]

(As specified in Option Number _____)

Galley Meal Carts

[*CTR]

(As specified in Option Number _____)

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Supp. Ex. BFE1(R1), Page-2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Supplemental Exhibit BFE2 to Purchase Agreement Number 3219

P.A. No. 3219

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Supp. Ex. BFE2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787-8 AIRCRAFT

This Supplemental Exhibit BFE2 contains vendor selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will select and notify Boeing of the suppliers of the following items by the following dates:

[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

2. Certification Document.

[*CTR]

3. Import

Customer will insure that Customer's BFE suppliers provide sufficient information to enable Boeing, when acting as Importer of Record for Customer's BFE, to comply with all applicable provisions of the U.S. Customs Service.

4. Delivery Dates and Other Information

[*CTR]

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Supp. Ex. BFE2, Page-1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Item

Preliminary On-Dock Dates

Premium Class (PC) Seats

[*CTR]

[*CTR]

[*CTR]

Lifevests

[*CTR]

(As specified in Option Number _____)

Galley Meal Carts

[*CTR]

(As specified in Option Number _____)

P.A. No. 3219

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Supp. Ex. BFE2, Page-2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3219-05R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Spare Parts Commitments

- References:
- a) Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)
 - b) Customer Services General Terms Agreement No. 23-1 (**CSGTA**) between Boeing and Customer

This letter agreement (**Letter Agreement**) is entered into as of the date set forth below, and amends and supplements the CSGTA solely for purposes of Boeing 787 aircraft. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement. Unless otherwise stated all references in this Letter Agreement to Articles refer to the Articles contained this Letter Agreement. In consideration of Customer's purchase of the Aircraft, [*CTR].

1. Definitions.

1.1 **Customer's Demand Date** means the delivery date specified by Customer in its Order to Boeing for a Spare Part.

1.2 **Customer Hold Time** means the period of time between the date on which Boeing requests a decision, information or act related to a material issue from Customer and the date Customer provides such decision or information or performs such act. This includes, but is not limited to time expended (i) waiting for Customer's clarification of missing order data or Customer's approval of Boeing's quote for goods or services, (ii) resolving order discrepancies or technical discrepancies, (iii) obtaining engineering decisions from Customer, (iv) waiting for receipt of a part which has been shipped to a location other than the designated Boeing service center, and (v) resolving any Boeing constraints on processing an Order due to the status of Customer's credit with Boeing.

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Spare Parts Commitment

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1.3 **Beyond Economic Repair** or **BER** is the term applied to a part whose repair or overhaul [*CTR]

1.4 **Order Date** means the date on which an Order is established in accordance with the provisions of the CSGTA.

1.5 **Shelf Stock Part** means at any time a Spares Prone Part that [*CTR]

1.6 **Spares Prone Part** means a Boeing Spare Part that is identified and recommended by Boeing in its provisioning data as a part that for the life of the Aircraft can be expected to be replaced during normal aircraft line maintenance or during overhaul of line replaceable units due to, failure, wear, deterioration, maintenance, damage, loss, corrosion, vibration, or temperature.

2. Delivery Commitment for New Spare Parts.

2.1 Boeing will deliver in accordance with the provisions of the CSGTA within the lead times specified below, Boeing Spare Parts other than (i) Boeing Spare Parts ordered as part of Customer's initial provisioning for an Aircraft or (ii) kits; provided that such Boeing Spare Parts are Ordered after the execution of this Letter Agreement, and are in continuous production for an aircraft model in production on the Order Date.

2.1.1 A Shelf Stock Part will ship either [*CTR].

2.1.2 A Spares Prone Part that is not a Shelf Stock Part will ship either [*CTR].

2.2 For Boeing Spare Parts not in continuous production on the Order Date, Boeing will expend reasonable efforts to meet Customer's Demand Date.

3. Remedies Regarding Delivery.

3.1 If Boeing anticipates it will be unable to ship a Boeing Spare Part within the applicable commitment time described in Article 2.1, Boeing may take one or more of the following actions

3.1.1 [*CTR]

3.1.2 [*CTR]

3.1.3 [*CTR]

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Spare Parts Commitment

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3.2 [*CTR]

3.3 Subject to the limitations described in Article 3.4, if Boeing does not satisfy the requirements of Article 2.1 through one or more of the actions described in Article 3.1, [*CTR]

3.4 The provisions of Article 3.3 will not apply to delay in delivery which is due to (i) the failure of Customer's carrier to take possession of the Boeing Spare Parts, or (ii) is otherwise permitted by applicable law or contract, including without limitation any provisions relating to excusable delay.

3.5 [*CTR]

4. Spare Part Price Escalation.

[*CTR]

5. Spare Part Price Formula.

5.1 [*CTR]

5.2. [*CTR]

5.3 Any rounding of a number, as required under this Article 5 will be accomplished as follows: if the first digit of the portion to be dropped from the number to be rounded is five or greater, the preceding digit will be raised to the next highest number.

6. Processing Time Commitment for Spare Prone Parts Returned for Repair or Overhaul.

6.1 [*CTR] A Spares Prone Part meeting the criteria defined in this Article 6.1 shall be called a ***Qualifying In-Production Spares Prone Part.***

6.2 [*CTR]

6.3 [*CTR]

6.4 [*CTR]

7. Remedies Regarding Processing Time.

7.1 [*CTR]



7.1.1 [*CTR]

7.1.2 [*CTR]

7.1.3 [*CTR]

7.2 If as a result of an action described in Article 7.1, Boeing provides to Customer a suitable repaired or overhauled Qualifying In-Production Spares Prone Part within the commitment periods described in Article 6.2, or provides reimbursement in accordance with Article 7.1.3, and in either case, thereafter completes the applicable contract as soon as such repaired or overhauled part is available for shipment, Boeing will be deemed to have satisfied the commitments described in Article 6.2.

7.3 [*CTR]

7.4 The provisions of Article 7.3 will not apply to delay in delivery which is due to (i) Customer Hold Time, (ii) the failure of Customer's carrier to take possession of the applicable Qualifying In-Production Spares Prone Part, or (iii) is otherwise permitted by applicable law or contract, including without limitation any provisions relating to excusable delay.

7.5 The remedies provided in this Article 7 are Customer's exclusive remedies for Boeing's failure to comply with the provisions of Article 6.2 and are in lieu of all other damages, claims and remedies of Customer arising at law or otherwise for any failure to meet Customer's delivery requirements. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise for any such failure to meet Customer's delivery requirements.

8. Substitution for Obsolete Spare Parts.

After delivery of the first Aircraft, if any unused and undamaged Spare Part purchased by Customer from Boeing for the Aircraft, or other aircraft in Customer's fleet of the same model type, is rendered obsolete and unusable due to a Boeing initiated change that results in a redesign of the Aircraft or any accessory, equipment or part thereof, (other than a redesign at Customer's request), [*CTR].

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement shall control.

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Spare Parts Commitment

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10. Further Discussions.

Boeing and Customer agree and understand that Customer may want to pursue other types of spares provisioning programs, which Boeing may offer now or in the future as well as a unique program, which Customer may suggest. Boeing agrees to enter into good-faith negotiations with Customer on the aforementioned topics.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

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Spare Parts Commitment

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BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

3219-06R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: Spare Parts Initial Provisioning

- References:
- a) Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)
 - b) Customer Services General Terms Agreement No. 23-1 (**CSGTA**) between Boeing and Customer

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "**Aircraft**" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will (i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, (ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and (iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

Provisioning Data means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

P.A. No. 3219
Spare Parts Initial Provisioning

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BOEING PROPRIETARY

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Provisioning Items means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools, ground support equipment (**GSE**), engines and engine parts.

Provisioning Products Guide means the Boeing Manual D6-81834 entitled "Spares Provisioning Products Guide".

2. **Phased Provisioning.**

2.1 **Provisioning Products Guide.** Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 **Initial Provisioning Meeting.** On or about twelve (12) months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than twelve (12) months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 **Provisioning Data.** During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about [*CTR] after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until [*CTR].

2.4 **Buyer Furnished Equipment (BFE) Provisioning Data.** Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.



3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools, QEC kits, or engine spare parts, which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. [*CTR]

3.2.2 Supplier Spare Parts. [*CTR]

3.3 Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components, which could be included in the Standards kits, raw material kits, bulk materials kits and service bulletin kits, which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

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Spare Parts Initial Provisioning

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BOEING PROPRIETARY

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5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. [*CTR]

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. [*CTR]

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. [*CTR]

6.2 Exceptions. [*CTR]

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. [*CTR]

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (**MRA**) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. [*CTR]

6.5 Price and Payment. [*CTR]

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate.



7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, [*CTR].

9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

P.A. No. 3219
Spare Parts Initial Provisioning

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 3219
Spare Parts Initial Provisioning

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BOEING PROPRIETARY

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3219-08R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: Open Configuration Matters

Reference: Purchase Agreement 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This Letter Agreement amends the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Definitions.

[*CTR]

[*CTR]

[*CTR]

2. Aircraft Configuration.

2.1 Initial Configuration 787-923.

2.1.1 The initial configuration of Customer's Model 787-923 Aircraft has been defined by Aircraft Configuration Specification 787B1-4102-Rev B, July 9, 2007 as described in Article 1 and Exhibit A(R1) of the Purchase Agreement (**787-923 Aircraft Configuration**). [*CTR].

2.1.2 [*CTR]

2.1.3 [*CTR]

2.1.4 [*CTR]

2.2 Final Configuration Schedule 787-923. [*CTR].

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2.3 Initial Configuration 787-8.

2.3.1 The initial configuration of Customer's Model 787-8 Aircraft has been defined by Detail Specification 787B1-4102-Rev F, March 28, 2012 as described in Article 1 and Exhibit A2 of the Purchase Agreement (**787-8 Aircraft Configuration**). [*CTR]

2.3.2 [*CTR]

2.3.3 [*CTR]

2.3.4 [*CTR]

2.4 Final Configuration Schedule 787-8. [*CTR]

3. Effect on Purchase Agreement.

3.1 Basic Specification. Changes applicable to the basic Model 787-9 and to the Model 787-8 aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and completion of the final configuration review described in paragraphs 2.2 and 2.4 above will be incorporated into the 787-923 Aircraft Configuration and the 787-8 Aircraft Configuration by written amendment.

3.2 Intentionally Omitted.

3.3 Performance Guarantees. [*CTR]

3.4 Price Adjustments.

3.4.1 [*CTR]

3.4.2 [*CTR]

3.4.3 [*CTR]

3.4.3.1 [*CTR]

3.4.3.2 [*CTR]

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Figure 1

Article 3.4.3.2 Table	787-923	787-8
[*CTR]	[*CTR]	[*CTR]

3.4.3.3 [*CTR]

4. Purchase Agreement Amendment.

4.1 Within [*CTR] following final 787-923 and 787-8 Aircraft Configuration of the Boeing Model 787-923 and 787-8 Aircraft, Boeing and Customer will execute a separate written amendment to the Purchase Agreement for the Boeing Model 787-923 and 787-8 aircraft to reflect the following:

4.1.1 Incorporation of those Optional Features which have been agreed to by Customer and Boeing (*Customer Configuration Changes*) into Exhibit A(R1) (787-923 aircraft) and Exhibit A2 (787-8 aircraft) of the Purchase Agreement; and

4.1.2 [*CTR]

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5. Confidential Treatment.

The confidentiality of this Letter Agreement is governed by Letter Agreement 6-1162-TRW-0673R1 entitled "Confidentiality".

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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6-1162-CLO-1043R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: 787 Inspection Process

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Inspection Process

The AGTA is hereby amended by adding the following new Section 5.6 immediately following Section 5.5 of the AGTA for the 787 Aircraft, the intent of which is to define the 787 inspection process [*CTR]. Notwithstanding the foregoing, the representations, warranties, indemnities and agreements of Boeing made in the AGTA or the Purchase Agreement shall not be affected or deemed waived by reason of any investigation made by Customer pursuant to this Letter Agreement.

“5.6 Inspection Process.

5.6.1 787 Inspection Procedures.

The 787 customer inspection program is similar to other Boeing commercial customer inspection systems with modifications, which are required to support the shortened manufacturing cycle of the 787. [*CTR]. Boeing will make available to Customer on a non-disruption and non-interference basis, access to the 787 Aircraft to perform certain Customer inspections, pursuant to the Customer Quality Support document in Attachment A hereto (which may be amended or supplemented from time to time), except as depicted in paragraph 5.6.2 below.

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787 Inspection Process

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5.6.2 General.

CQS will facilitate Customer's inspections of the 787 Aircraft during the manufacturing process through a standard set of hardware inspection opportunities, technical reviews, and data sharing. As an accommodation for the Customer, [*CTR]."

2. Assignment

This Letter Agreement is being provided to Customer as an accommodation and cannot be assigned, in whole or in part, without the prior written consent of Boeing, which such consent shall not be unreasonably withheld or delayed.

3. Confidential Treatment.

Customer understands and agrees that certain commercial and/or financial information contained in this Letter Agreement are considered by Boeing as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity, except as may be required by law or governmental regulations.

P.A. No. 3219
787 Inspection Process

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BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

If the foregoing correctly sets forth your understanding or our agreement with respect to the matters set forth above, please indicate your acceptance and approval below. This Letter Agreement will become effective upon signature by Boeing and Customer.

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 3219
787 Inspection Process

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6-1162-CLO-1047R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3219 (*Purchase Agreement*) between The Boeing Company (*Boeing*) and American Airlines, Inc. (*Customer*) relating to Model 787 aircraft (*Aircraft*)

This letter agreement (*Letter Agreement*) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. [*CTR]

1.1 [*CTR].

1.2 [*CTR].

1.3 [*CTR].

1.4 [*CTR].

1.5 [*CTR].

1.6 [*CTR].

1.7 [*CTR].

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

P.A. No. 3219
[*CTR]

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BOEING PROPRIETARY

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3. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 3219
[*CTR]

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6-1162-CLO-1049R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: CS1 Matters

- References: (a) Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)
- (b) Supplemental Exhibit CS1 entitled 787 Product Support Document

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

This letter sets forth terms and conditions, which are beyond Boeing's normal product support offering as set forth in reference (b).

1. Part 1, paragraph 5.9 regarding Additional Terms and Conditions.

The following sentence is hereby added to the end of paragraph 5.9 of Part 1 of reference (b):

[*CTR]

2. Part 2, paragraph 1.1 regarding Field Service Representation.

The following paragraph replaces and supersedes paragraph 1.1 of Part 2 of reference (b):

[*CTR]

P.A. No. 3219
CS1 Matters

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3. Part 2, par. 2.1.4 regarding Engineering Support Services.

The following paragraph replaces and supersedes paragraph 2.1.4 of Part 2 of reference (b):

[*CTR]

4. Part 3, par. 6 regarding Revisions.

The following paragraphs are added after paragraph 6.1 of Part 3 of reference (b):

“6.2 [*CTR]

6.3 [*CTR]

6.4 [*CTR]”

5. Part 3, par. 7 regarding Supplier Technical Data.

The following paragraphs are added following paragraph 7.3 of Part 3 of reference (b):

“7.4 [*CTR]

7.5 [*CTR]

7.6 Customer will be supplied with the following supplier technical data for repairable equipment:

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]”

6. Part 6 regarding Other.

Part 6 entitled “Other” as set forth below is hereby added to reference (b).

“787 CUSTOMER SUPPORT DOCUMENT

P.A. No. 3219
CS1 Matters

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PART 6: OTHER

1 Additional Technical Data and Documents.

[*CTR]"

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

P.A. No. 3219
CS1 Matters

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

8. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 3219
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6-1162-TRW-0664R1

American Airlines, Inc.
P.O. Box 619616
Dallas/Ft. Worth Airport, Texas 75261-9616

Subject: Aircraft Purchase Rights and Substitution Rights

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) is entered into on the date below, and constitutes a part of the Purchase Agreement, as the same may hereafter be amended, modified or supplemented and including, without limitation, as part thereof the exhibits, appendices, schedules, attachments and letter agreements thereto.

[*CTR]

[*CTR]

1. Definitions. Capitalized terms used herein and not defined pursuant to this Letter Agreement have the meanings set forth in the Purchase Agreement. The following terms, when used in capitalized form, have the following meanings:

Applicable Delivery Month means: (a) with respect to each Firm Aircraft, the Scheduled Delivery Month for such aircraft; (b) with respect to each Rights Aircraft [*CTR]; (c) with respect to each [*CTR] and specified to Customer pursuant to Section 4.2 hereof; and (d) with respect to each [*CTR] specified therefore (or such other month in which a Delivery Position has been reserved for such aircraft in accordance with the procedures set forth in Section 4.3).

Applicable Purchase Agreement means: (a) when used with respect to any Rights Aircraft or Substitute Aircraft that is a model 787-923 or a 787-8, the Purchase Agreement, as may be supplemented, amended or modified, or (b) when used with respect to any Derivative made available for purchase by Customer, the purchase agreement executed and delivered pursuant to Section 8.2 hereof in connection with Customer's first purchase (if any) of such Derivative, as may be supplemented, amended or modified.

PA No. 3219
Aircraft Purchase Rights and Substitution Rights

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Available Position means any Delivery Position that is available in Boeing's judgment for the delivery of a Rights Aircraft to Customer in connection with the exercise of a [*CTR].

Available Introduction Position means an Introduction Position that is available in Boeing's judgment for the delivery of a Rights Aircraft or Substitute Aircraft (as the case may be) with an interior configuration not previously certified by the FAA.

Business Day means Monday through Friday, except for federal or state holidays.

Committed Month means the month reserved by Boeing and set forth in Attachment A(R1) (as may be subsequently revised) hereto for delivery of each [*CTR].

Delivery Position means that portion of the production rate that is or may from time to time be allocated by Boeing or its Affiliate for the manufacture of a model 787 aircraft (or any Derivative or Successor) and delivery of such aircraft in a specified month.

Derivative means any airframe model that is a derivative of the model 787 (other than a model 787-8 or model 787-3) that is developed by Boeing or an Affiliate of Boeing subsequent to the date hereof.

Eligible Model means all or any combination thereof, as the context requires, of the following listed airframe model types, in each case manufactured in accordance with the applicable Detail Specification identified on Attachment C(R1) (as may be subsequently revised) hereto, as such Detail Specification may be modified from time to time in accordance with Article 4 of the AGTA or as otherwise mutually agreed to by Boeing and Customer:

- (a) at any time, the Boeing model 787-923;
- (b) in the case of the Boeing model 787-8, such model will be an Eligible Model:

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(i) [*CTR]

(ii) [*CTR]

(c) any Derivative or Successor Model from and after such time as it is deemed to be an Eligible Model in accordance with the provisions of Section 9 hereof.

Expiration Date [*CTR]

Firm Advance Payments has the meaning set forth in Section 5.3 hereof.

Firm Aircraft means: (a) the [*CTR] identified as of the date hereof on Tables 1(R2) and 2 to the 787 Purchase Agreement; and (b) any aircraft incorporated after the date hereof in an Applicable Purchase Agreement pursuant to Section 8 hereof.

Introduction Position means each Delivery Position for an Aircraft with an interior configuration not previously certified by the FAA that is designated by Boeing in the ordinary course of business as a customer introduction production position.

Launch Program means a program initiated by Boeing to design, manufacture and obtain FAA type certification for a new model type of aircraft (e.g., Model B797), or a new sub-model type of aircraft (e.g., Model 787-10). A Launch Program may require that certain conditions be met by customers ordering aircraft subject to the Launch Program, which may include but not be limited to: (i) minimum number of customers; (ii) engine availability; (iii) use of customers' aircraft for certification and development purposes; (iv) additional restrictions on optional features available; and (v) restrictions on the availability of Delivery Positions for aircraft purchased pursuant to the exercise of certain purchase rights. Such conditions will no longer be applicable upon completion of the Launch Program.

[*CTR]" as designated in Attachment A(R1) (as may be subsequently revised) hereto, provided that if any such date is not a Business Day, then such [*CTR] shall be the next succeeding Business Day.

[*CTR] has the meaning set forth in Section 4.1 hereof.

[*CTR] has the meaning set forth in Section 2 hereof.

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Aircraft Purchase Rights and Substitution Rights

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Modified Exercise Notice means a notice delivered by Customer pursuant to Section 4.3(b) hereof.

Proposal Deposit means, with respect to each Eligible Model, that amount designated in Attachment C(R1) (as may be subsequently revised) hereto as the “[*CTR]” for such model.

Purchase Agreement Supplement means any supplement to an Applicable Purchase Agreement, substantially in the form of Attachment D hereto or otherwise in form and substance reasonably satisfactory to Boeing and Customer, from time to time executed and delivered pursuant to Section 8.1.

Purchase Rights means, collectively, [*CTR] granted pursuant hereto.

[*CTR] means the “Rights Aircraft Exercise Lead Time Exercise Date” as designated in Attachment B(R1) (as may be subsequently revised) hereto, provided that if any such date is not a Business Day, then such [*CTR] shall be the next succeeding Business Day.

[*CTR] has the meaning set forth in Section 4.2 hereof.

[*CTR] has the meaning set forth in Section 2 hereof.

Requested Delivery Month means such month(s) in which Customer desires delivery of a Rights Aircraft subject to a [*CTR], as specified by Customer in a [*CTR].

Rights Aircraft [*CTR]

[*CTR] has the meaning set forth in Section 4.3 hereof.

[*CTR] has the meaning set forth in Section 2 hereof.

Substitute Aircraft means any aircraft which Customer has designated, pursuant to Section 5.1 hereof, to be delivered in lieu of a Firm Aircraft.

Substitution Notice has the meaning set forth in Section 5.1 hereof.

Successor Model means [*CTR]

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Then Current Engine Price means the Engine Price of Rights Aircraft or Substitute Aircraft set by the Engine Supplier as of the date of execution of a Purchase Agreement Supplement entered into by Boeing and Customer.

[*CTR]

2. [*CTR]

3. **Information.**

3.1 [*CTR]

3.2 [*CTR]

3.3 Concurrently with the disclosure by Boeing or any Affiliate of Boeing to any other customer or potential customer of plans to study the development of a Derivative or a Successor Model, Boeing will make available to Customer information, in reasonable detail, regarding such Derivative or Successor Model, including, but not limited to, the product development activities and schedule with respect thereto.

3.4 Boeing will inform Customer of, and offer Customer the opportunity to participate in, any airline working group or other forum sponsored by Boeing for the purpose of soliciting the input of potential customers in connection with the development of any Derivative or any Successor Model.

3.5 [*CTR]

3.6 [*CTR]

4. **Exercise of Purchase Rights.**

4.1 [*CTR]

4.2 [*CTR]

4.3 [*CTR]

(a) [*CTR]

(b) [*CTR]

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(i) [*CTR]

(ii) [*CTR]

[*CTR]

4.4 [*CTR]

5. Substitution Right.

5.1 [*CTR]

5.2 [*CTR]

5.3 [*CTR]

6. Aircraft Price and Credit Memoranda.

6.1 [*CTR]

6.2 [*CTR]

6.3 [*CTR]

6.3.1 [*CTR]

6.3.2 [*CTR]

6.4. [*CTR]

7. Payments.

7.1 [*CTR]

7.2 [*CTR]

7.3. [*CTR]

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8. Forms of Agreement.

8.1 [*CTR]

8.2 [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

(d) [*CTR]

[*CTR]

9. Derivative and Successor Models. If prior to the Expiration Date Boeing and Customer agree upon terms and conditions (including, without limitation, any applicable launch program conditions) for the purchase of a Derivative or Successor Model, such Derivative or Successor Model shall be deemed to be an Eligible Model hereunder, and Customer shall be entitled, subject to the terms hereof, to exercise any Purchase Right for the purchase of such Derivative or Successor Model and/or to exercise its right of substitution to have such Derivative or Successor Model delivered in lieu of any Firm Aircraft.

10. Production Capacity Assurances. If Customer has exercised all of the MADP Rights and QADP Rights granted hereby and desires to purchase a sufficient number of Rights Aircraft that would, in Boeing's reasonable judgment, economically justify an increase in the production rate for the model type of aircraft Customer desires to purchase, Boeing shall use its best reasonable efforts to increase the production rate for such aircraft.

11. Intentionally Omitted.

12. Confidential Treatment. Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or in the Applicable Purchase Agreements.

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this 1st day of February of 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

Attachment AR1: Information regarding MADP Rights
Attachment BR1: Information regarding QADP Rights
Attachment CR1: Description and Price for Eligible Models
Attachment D: Form of Purchase Agreement Supplement
Attachment E: Letter Agreements

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**MADP Attachment CR1 to Letter Agreement 6-1162-TRW-0664R1 (Model 787)
Information Regarding 787-9 MADP Rights
[*CTR]**

Airframe Model/MTOW:	787-9	545000 pounds
Engine Model/Thrust:	GENX-1B74/75	74100 pounds
Airframe Price:		[*CTR]
Optional Features:		[*CTR]
Sub-Total of Airframe and Features:		[*CTR]
Engine Price (Per Aircraft):		[*CTR]
Aircraft Basic Price (Excluding BFE/SPE): Buyer		[*CTR]
Furnished Equipment (BFE) Estimate: In-Flight		[*CTR]
Entertainment (IFE) Estimate:		[*CTR]
Non-Refundable Deposit/Aircraft at Def Agreement:		[*CTR]

Detail Specification:	[*CTR]
Airframe Price Base Year/Escalation Formula:	[*CTR]
Engine Price Base Year/Escalation Formula:	[*CTR]
Airframe Escalation Data:	
Base Year Index (ECI):	[*CTR]
Base Year Index (CPI):	[*CTR]
Engine Escalation Data:	
Base Year Index (ECI):	[*CTR]
Base Year Index (CPI):	[*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Item#	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery:			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2017	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2017	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2017	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2017	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**QADP Attachment CR1 to Letter Agreement 6-1162-TRW-0664R1 (Model 787)
Information Regarding 787-9 QADP Rights
[*CTR]**

Airframe Model/MTOW:	787-9	545000 pounds
Engine Model/Thrust:	GENX-1B74/75	74100 pounds
Airframe Price:		[*CTR]
Optional Features:		[*CTR]
Sub-Total of Airframe and Features:		[*CTR]
Engine Price (Per Aircraft):		[*CTR]
Aircraft Basic Price (Excluding BFEJSPE):		[*CTR]
Buyer Furnished Equipment (BFE) Estimate:		[*CTR]
In-Flight Entertainment (IFE) Estimate:		[*CTR]
Non-Refundable Deposit/Aircraft at Def Agreement		[*CTR]

Detail Specification:	[*CTR]
Airframe Price Base Year/Escalation Formula:	[*CTR]
Engine Price Base Year/Escalation Formula:	[*CTR]
<u>Airframe Escalation Data:</u>	
Base Year Index (ECJ):	[*CTR]
Base Year Index (CPI):	[*CTR]
<u>Engine Escalation Data:</u>	
Base Year Index (ECI):	[*CTR]
Base Year Index (CPI):	[*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Escalation Factor (Engine)	Item#	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft_(Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]17	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]17	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]18	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]19	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]19	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]19	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]19	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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PURCHASE AGREEMENT SUPPLEMENT NO. []

PURCHASE AGREEMENT SUPPLEMENT NO. 3219, dated [], between The Boeing Company (“**Boeing**”) and American Airlines, Inc. (“**Customer**”).

R E C I T A L S:

A. Boeing and Customer have heretofore entered into (i) that certain Purchase Agreement No. 3219, dated [], 2007 (capitalized terms used herein without definition shall have the meanings specified therefore in such Purchase Agreement), and (ii) that certain Letter Agreement 6-1162-TRW-0664R1 (the “**Rights Letter**”), providing for the execution and delivery from time to time of Purchase Agreement Supplements, each substantially in the form hereof, for the purpose of subjecting Rights Aircraft and Substitute Aircraft to the Purchase Agreement as and when purchased by Customer in accordance with the terms of the Rights Letter.

B. Customer has exercised its right under the Rights Letter to purchase the aircraft described below pursuant to the terms and conditions of the Purchase Agreement as supplemented by this Purchase Agreement Supplement.

In consideration of the foregoing premises and other good and sufficient consideration, Boeing and Customer hereby agree as follows:

1. Aircraft Description. Boeing will manufacture and sell to Customer, and Customer will purchase, the aircraft described in Table [] attached hereto and made a part hereof.

2. Delivery Schedule. The Scheduled Delivery Month of each aircraft is set forth in Table [].

3. Price. The Aircraft Basic Price and each component thereof and the Advance Payment Base Price for the aircraft are set forth in Table [].

4. Payment.

4.1 Boeing acknowledges receipt of a Deposit in the amount of [\$] for each aircraft.

4.2 Customer will make advance payments to Boeing in the amount of [%] of the Advance Payment Base Price of each aircraft, beginning with a payment of [%], less the Deposit, on the date of this Purchase Agreement Supplement for each aircraft. Additional payments for each aircraft are due on the first Business Day of the months and in the amounts listed in Table [].

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4.3 For any aircraft described on Table [] having a Scheduled Delivery Month less than twenty-four (24) months from the date of this Purchase Agreement Supplement, the total amount of advance payments due upon the date of this Purchase Agreement Supplement will include all advance payments that are or were due on or before such date in accordance with the advance payment schedule set forth in Table [].

5. Purchase Agreement. All of the terms and provisions of the Purchase Agreement are hereby incorporated by reference in this Purchase Agreement Supplement to the same extent as if fully set forth herein; and each reference therein to "Aircraft" shall be deemed to include the aircraft described in Table [] attached hereto.

IN WITNESS WHEREOF, Boeing and Customer have each caused this Purchase Agreement Supplement No. [] to be duly executed as of the day and year first above written.

THE BOEING COMPANY

By: _____

Name: _____

Title: _____

AMERICAN AIRLINES, INC.

By: _____

Name: _____

Title: _____

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The following letter agreements, as may be amended from time to time, between Boeing and Customer will be expressly incorporated by reference in any purchase agreement executed and delivered by the parties pursuant to Section 8.2 of this Letter Agreement:

<u>Letter Agreement No.</u>	<u>Subject</u>
6-1162-TRW-0670R1	Miscellaneous Commitments for Model 787
6-1162-AKP-073R1	Accident Claims and Litigation
6-1162-TRW-0674R2	Business Considerations
3219-05R1	Spares Commitments
6-1162-TRW-0673R1	Confidentiality
PA No. 3219 Aircraft Purchase Rights and Substitution Rights, Attachment E	SA-3

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6-1162-TRW-0667R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 Aircraft (**Aircraft**).

This Letter Agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing recognizes that performance retention within reasonable limits is essential to maintain the economy of operation of the Aircraft. Therefore the parties hereto agree as follows with respect to performance retention.

1. Aircraft Commitment.

For the purposes of this Letter Agreement, the Covered Aircraft shall be defined as a [*CTR]

Boeing commits to Customer that, [*CTR], as defined in Attachment A, during the Performance Retention Term, as defined in paragraph 2 below, will not exceed the levels shown in the table below (**Aircraft Commitment**).

Time After Delivery of the First Covered Aircraft	Cumulative Fleet Average Fuel Mileage Deterioration Commitment (%)
[*CTR]	[*CTR]
[*CTR]	[*CTR]

[*CTR]

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[*CTR]

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2. Applicability and Performance Retention Term.

[*CTR]

2.1 Delivery Schedule for Covered Aircraft.

For the purposes of this Letter Agreement, it is anticipated that Boeing will deliver the Covered Aircraft to Customer in accordance with the following delivery schedule set forth in Attachment C. If the fleet size and delivery schedule is significantly different, the Aircraft Commitment may be appropriately adjusted to reflect such changes.

2.2 Performance Retention Term.

[*CTR]

3. Conditions.

3.1 Operation and Maintenance.

Customer shall operate and maintain the Covered Aircraft in accordance with Customer's FAA-approved operations and maintenance programs. Customer shall operate and maintain the engines in accordance with the Operation and Maintenance Manuals and Customer's Maintenance Program and an Engine Management Program mutually defined and agreed to by the Engine Manufacturer and Customer.

3.2 Powerback.

[*CTR]

3.3 Flight Cycle Utilization and Derate.

[*CTR]

4. Determination of Fuel Mileage Deterioration.

[*CTR]

Following the delivery of each Covered Aircraft to Customer by Boeing, and continuing until expiration of the Performance Retention Term, Customer shall record, analyze, and forward to Boeing cruise fuel mileage data obtained on such Covered Aircraft as specified in Attachment B (**Basic Data**).

[*CTR]

5. Notice of Performance Deterioration.

[*CTR]

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[*CTR]

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6. Election of Actions.

Upon Boeing's receipt of any notice that the Cumulative Fleet Average Fuel Mileage Deterioration exceeds, or is likely to exceed the Aircraft Commitment, Boeing and Customer, as appropriate, will take the following actions:

6.1 Data.

Boeing will evaluate the Basic Data. At its option, Boeing may accomplish such evaluation by analysis of Customer's raw ACMS data or by obtaining additional performance data on such Covered Aircraft in accordance with Attachment B. Such additional data may include data acquired during revenue service with Boeing personnel aboard as observers. The Basic Data and any additional data obtained by Boeing in its evaluation shall be appropriately adjusted to reflect any material changes elected by Customer to the Covered Aircraft which have occurred subsequent to delivery of the Covered Aircraft, including any replacement of one or more of the engines installed on a Covered Aircraft. Additionally, adjustments will be applied for any relevant factors as agreed by Customer and Boeing (e.g., inaccuracies in flight deck instrumentation, a sudden increase in deterioration that is attributed to a foreign object damage event such as severe hail and the additional rate of deterioration for Aircraft used for pilot training.) If Boeing and Customer are in disagreement as to such evaluation of the Basic Data, such disagreement shall be resolved by good faith technical negotiation between the parties including, as necessary, the Engine Manufacturer.

6.2 Surveys.

[*CTR]

6.3 Weight.

Boeing may request that Customer weigh such Covered Aircraft, in which event Customer agrees to weigh such Covered Aircraft in conjunction with its normally scheduled maintenance and will report its findings to Boeing.

6.4 Corrective Actions.

Boeing shall promptly make such recommendations to Customer that Boeing believes would result in improvement of the cruise fuel mileage performance of such Covered Aircraft based on analysis of the surveys and available data pursuant to Paragraphs 6.1 - 6.3. Boeing, Engine Manufacturer and Customer shall thereafter mutually agree on the appropriate corrective action to be taken based on any such recommendations. Corrective actions, which involve maintenance and/or refurbishment, as described in paragraph 6.2, both on-wing and off-wing, shall be performed at no cost to Boeing and/or Engine Manufacturer.

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6.5 Improvement Parts and Engine Refurbishment.

Following the completion of any corrective action pursuant to Paragraph 6.4, if subsequent Basic Data show that the [*CTR].

[*CTR]

[*CTR]

[*CTR]

7. Payments.

[*CTR]

7.1 Annual Excess Fuel Burn Amount.

[*CTR]

[*CTR]

7.2 Credit Memorandum.

[*CTR]

7.3. Credit Adjustments.

[*CTR]

7.4 Limitation on Amount of Credits.

[*CTR]

8. Duplication of Benefits

[*CTR]

9. Assignment Prohibited.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

10. Exclusive Remedy.

[*CTR]

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

11. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ The Boeing Company
Its Attorney-In-Fact

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval.

ACCEPTED AND AGREED TO this 1st day of February of 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its VP Corporate Development and Treasurer

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Determination of Cumulative Fleet Average Fuel Mileage Deterioration

For purposes of this Letter Agreement, the **Cumulative Fleet Average Fuel Mileage Deterioration** is the average cruise fuel mileage deterioration of the Covered Aircraft. The determination of the Fleet Average Mileage Deterioration will be based on fuel mileage deterioration of individual Covered Aircraft relative to their Baseline Performance Level cruise fuel mileage performance as defined below.

1. Boeing will provide Customer with the Boeing Airplane Performance Monitoring Program (**APM**), in effect at the time of delivery of the first Covered Aircraft, that shall be used for data analysis during the Performance Retention Term . For purposes of this Letter Agreement, the Model Reference Level cruise fuel mileage performance for the Covered Aircraft shall be as set forth in the APM.

2. [*CTR]

3. [*CTR]

4. The **Current Deterioration** (expressed as a percentage) for each Covered Aircraft is the difference between the Current Performance Level and the Baseline Performance Level.

5. [*CTR]

6. The **Cumulative Fleet Average Fuel Mileage Deterioration** (expressed as a percentage) will be determined for each Subsequent Monitoring Period by summing the Fleet Average Fuel Mileage Deterioration values as determined in Paragraph 5 for each calendar month according to the following equation:

m

[*CTR]

7. [*CTR]

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[*CTR]- Attachment A

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Cruise Fuel Mileage Performance Determination

Customer shall obtain cruise fuel mileage performance data in revenue service using the Airplane Condition Monitoring System (ACMS). This data will be recorded during level flight cruise in steady state conditions. Data shall be obtained in accordance with the then current revision of the Airplane Performance Monitoring Software User Guide (*APM User Guide*) and shall include the parameters defined in the airplane model specific appendix during each such data recording (*Data Events*).

Boeing will provide Customer with the Boeing Airplane Performance Monitoring Software for data analysis. Customer shall reduce and analyze data obtained from the Data Events. Such analysis shall be in accordance with the methods set forth in the APM User Guide. Customer's analysis shall include the determination of the fuel mileage, thrust required and fuel flow required relative to the Model Reference Level.

Customer will maintain records of factors relating to fuel mileage deterioration. These factors will include (a) engine history, cockpit instrumentation history and airframe history and condition of such Covered Aircraft, (b) pertinent Covered Aircraft maintenance and operational procedures used by Customer, (c) drag effects of any post delivery airframe and/or engine changes incorporated in such Covered Aircraft, (d) sudden shifts in engine EGT condition monitoring data, and (e) any other relevant factors.

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ANNUAL LIMITATION ADJUSTMENT EQUATION

(CALENDAR YEARS 2015 AND ON)

(a) [*CTR]
[*CTR]

(b) [*CTR]
[*CTR]
[*CTR]
[*CTR]

(c) [*CTR]
(i) [*CTR]
(ii) [*CTR]
(iii) [*CTR]

NOTE: [*CTR]

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[*CTR]- Attachment D

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6-1162-TRW-0668R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Recitals

A. Certain third party, commercial off-the-shelf software products are available to perform various functions required in the Aircraft (**COTS Software**).

B. [*CTR]

C. [*CTR]

D. Therefore, the parties desire to amend certain provisions of the Purchase Agreement to properly reflect the respective rights and obligations of the parties with respect to the COTS Software included in the Aircraft.

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Agreement

1. [*CTR]
2. [*CTR]

3. Customer may not transfer, novate or assign its rights under this Letter Agreement or any rights, terms or obligations hereunder, whether by operation of law, contract or otherwise, except with the express written consent of Boeing, and such consent will not be unreasonably withheld.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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6-1162-TRW-0670R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Miscellaneous Commitments for Model 787 Aircraft

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) is entered into on the date below, and amends and supplements the Purchase Agreement. All capitalized terms used herein but not otherwise defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

For ease of reference, a "Table of Contents" has been added as Attachment A to this Letter Agreement.

1. AGTA.

1.1 **Taxes.**

Section 2.2 of the AGTA is replaced in full by the following new provision:

"2.2 **Taxes.**

2.2.1 [*CTR]

2.2.2 [*CTR]

2.2.3 [*CTR]

2.2.4 [*CTR]

[*CTR]

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2.2.5 [*CTR]

2.2.6 [*CTR]

1.2 Customs Duties.

1.2.1 [*CTR]

1.2.2 Boeing provides the information in the preceding Section 1.2.1 to Customer as a courtesy, and not in lieu of professional opinions rendered by counsel of Customer's choice, subject to the limitations that Boeing assumes no responsibility for the accuracy or timeliness of such information, and that Customer agrees it will assert no claim against Boeing based on such information.

1.3 Rate of Interest.

[*CTR]

1.4 Advanced Payment Increases.

[*CTR]

[*CTR]

1.5 FAA Manufacturer Changes.

Section 3.2.2 of the AGTA is replaced in full by the following new provision:

"3.2.2 [*CTR]

1.6 FAA Operator Changes.

Section 3.3.2 of the AGTA is replaced in full by the following new Section 3.3.2:

"3.3.2 Cost of Operator Changes.

3.3.2.1 [*CTR]

(a) [*CTR]



(b) [*CTR]

3.3.2.2 [*CTR]

(a) [*CTR]

(b) [*CTR]

3.3.2.3 [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

1.7 Development Change and Manufacturer Change Production Revision Records.

[*CTR]

1.8 Part 121 Compliance Review.

[*CTR]

1.9 Condition of Aircraft Suffering Damage.

The AGTA is amended by adding the following new Section 5.6 after Section 5.5 of the AGTA.

“[*CTR]

[*CTR]”

1.10 Target Delivery Dates.

[*CTR]

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Miscellaneous Commitments for Model 787 Aircraft

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1.11 Customer Delay in Acceptance of Aircraft.

Section 6.4 of the AGTA is replaced in full by the following new provision:

“[*CTR]

1.12 Customer Delay Due to Allied Pilots Association Strike.

The following new Section 6.5 is added to the AGTA after Section 6.4:

“6.5 Customer Delay Due to Allied Pilots Association Strike.

[*CTR]

6.5.1 [*CTR]

6.5.2 [*CTR]

6.5.3 [*CTR]”

1.13 Liquidated Damages and Right of Termination.

1.13.1 [*CTR]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

1.13.2 [*CTR]

1.13.3 [*CTR]

1.13.4 [*CTR]

1.14 Notice to Customer in the Event of an Excusable Delay.

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Section 7.2 of the AGTA is replaced in full by the following new provision:

“[*CTR]”

1.15 Aircraft Damaged Beyond Repair.

Section 7.5 of the AGTA is replaced in full by the following new provision:

“7.5 [*CTR]

1.16 Termination.

Section 7.6 of the AGTA is replaced in full by the following new provision:

[*CTR]

1.17 Excusable Delay.

The AGTA is amended by adding the following provision immediately following Section 7.7:

“7.8 [*CTR]”

1.18 Risk Allocation/Insurance.

1.18.1 Article 8 of the AGTA is replaced in full by the following new provisions:

“Article 8. Risk Allocation/Insurance.

8.1 [*CTR]

8.1.1 [*CTR]

8.1.2 Boeing Insurance.

(a) [*CTR]

(b) [*CTR]



(c) [*CTR]

8.1.3 Definition of Customer. For the purpose of Section 8.1, the term “Customer” includes American Airlines, Inc., its divisions, any wholly-owned subsidiary of American Airlines, Inc. which is assigned any rights or delegated any duties as permitted under the applicable Purchase Agreement, the permitted assignees under the applicable Purchase Agreement, and their respective directors, officers and employees.

8.2 Title and Risk with Customer.

8.2.1 [*CTR]

8.2.2 [*CTR]

8.2.3 [*CTR]

8.2.4 [*CTR]

8.2.5 [*CTR]

8.2.6 Definition of Boeing. For purposes of this Article 8.2, the term “Boeing” includes The Boeing Company, its divisions, any wholly-owned subsidiary of The Boeing Company which is assigned any rights or obligations in accordance with Section 9.1 of the AGTA, the permitted assignees under the applicable Purchase Agreement, provided that such assignees or subsidiaries have performed services under the Customer Support Document to the AGTA and Supplemental Exhibit CS1 to the Purchase Agreement, and their respective directors, officers and employees.”

1.18.2 The insurance certificate provided by Boeing pursuant to Section 8.1.2(c) of the AGTA (as amended by this Letter Agreement) shall be substantially in the form of the certificate attached to this Letter Agreement as Attachment B.

1.19 Boeing Training & Flight Services, L.L.C. Interface Commitment.

1.19.1 Section 9.1.5 of the AGTA is replaced in full by the following new provisions:

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“9.1.5 [*CTR]

9.1.5.1 [*CTR]

9.1.5.2 [*CTR]

1.20 Exculpatory Clause in Post-Delivery Sale or Lease.

Section 9.7 of the AGTA is replaced in full by the following new provision:

“9.7 [*CTR]

1.21 Termination for Certain Events.

1.21.1 Article 10 of the AGTA is replaced in full by the following new provision:

“Article 10. Termination for Certain Events.

10.1 Termination. If either party:

(i) [*CTR]

(ii) [*CTR]

10.2 [*CTR]

1.22 FAA Grounding.

1.22.1 [*CTR]

[*CTR]

[*CTR]

[*CTR]

1.22.2 [*CTR]

1.23 FAA ETOPS Prevention.

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[*CTR]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

1.24 Duplicate Remedies.

[*CTR]

2. Line Station Spare Parts Support.

Customer, at its option, may participate in the use of spare parts held by Boeing at any line station in accordance with the reasonable terms and conditions set forth by Boeing for such participation.

3. Product Assurance (Exhibit C).

3.1 Disclaimer and Release; Exclusion of Liabilities.

Section 11 of Part 2 of the Product Assurance Document is replaced in full by the following new provision:

“11. Disclaimer and Release; Exclusion of Liabilities.

11.1 [*CTR]

(A) [*CTR]

(B) [*CTR]

(C) [*CTR]

(D) [*CTR]

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11.2 [*CTR]

11.3 [*CTR]

11.4 Definitions. For the purpose of this Section 11, “BOEING” or “Boeing” is defined as The Boeing Company, its divisions, subsidiaries, Affiliates, the assignees of each, and their respective directors, officers, employees and agents.”

3.2 Reimbursement for Service Bulletin Corrections.

Section 7.3.2 of Part 2 of the Product Assurance Document is replaced in full by the following provision:

“7.3.2 [*CTR]

(a) [*CTR]

(b) [*CTR]

3.3 FAR 145 Requirements.

[*CTR]

3.4 Warranty Claim, Response and Payment Time.

[*CTR]

3.5 Maximum Reimbursement.

The following provision is added to the end of Section 4.5 of Part 2 to the Product Assurance Document:

“[*CTR]”

3.6 Additional Service Life Policy Covered Components.

[*CTR]

3.6.1 Additional Service Life Policy Covered Components.

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3.6.1.1 For purposes of Part 3 of the Product Assurance Document, the following additional items (*Additional SLP Components*) shall be deemed to be “SLP Components”, as defined in Section 1 of Part 3 of the Product Assurance Document:

[*CTR]

3.6.1.2 [*CTR]

[*CTR]

[*CTR]

3.6.1.3 [*CTR]

[*CTR]

[*CTR]

3.6.2 [*CTR]

3.6.2.1 [*CTR]

[*CTR]

[*CTR]

(i) [*CTR]

[*CTR]

[*CTR]

(ii) [*CTR]

[*CTR]

[*CTR]

(iii) [*CTR]

[*CTR]

[*CTR]



3.7 Conditions and Limitations to the Service Life Policy.

3.7.1 The following Section 4.5 is added to Part 3 of the Product Assurance Document:

“4.5 [*CTR]”

3.7.2 [*CTR]

3.8 Boeing Back-Up of Supplier Turnaround Time Commitments.

[*CTR]

3.9 Supplier Warranty Commitment.

Section 1 of Part 4 of the Product Assurance Document is replaced in full by the following new Section 1:

“1. Supplier Warranties and Supplier Patent Indemnities.

[*CTR]”

3.10 Engine/Airframe Interface Commitment.

[*CTR]

[*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

3.11 Boeing Indemnities Against Patent and Copyright Infringement.

Part 6 of the Product Assurance Document is replaced in full by the following new provision:

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“PRODUCT ASSURANCE DOCUMENT

PART 6: BOEING INDEMNITIES AGAINST PATENT AND COPYRIGHT
INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION

1. [*CTR]

[*CTR]

(a) [*CTR]

(b) [*CTR]

[*CTR]

2. Indemnity Against Copyright Infringement.

[*CTR]

(a) [*CTR]

(b) [*CTR]

[*CTR]

3. Indemnity Against Trade Secret Misappropriation.

[*CTR]

(a) [*CTR]

(b) [*CTR]

[*CTR]

4. Exceptions, Limitations and Conditions.

4.1 [*CTR]

4.2 [*CTR]

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4.3 [*CTR]

4.4 [*CTR]

4.5 [*CTR]

4.6 [*CTR]

4.7 [*CTR]

4.8 [*CTR]

4.9 [*CTR]

4.10 For the purposes of this Part 6, “BOEING” or “Boeing” is defined as The Boeing Company, its divisions, wholly owned subsidiaries, the permitted assignees of each, and their respective directors, officers, employees and agents.

4.11 For the purposes of this Part 6, “Customer” is defined as American Airlines, Inc., its divisions, wholly owned subsidiaries, the permitted assignees of each, and their respective directors, officers, employees and agents.”

4. Performance.

4.1 Performance Guarantees/Data Base Changes.

4.1.1 [*CTR]

4.1.2 [*CTR]

4.1.3 [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

(d) [*CTR]



4.1.4 Upon the occurrence of any performance data base change, Boeing agrees to take the following action:

- (a) [*CTR]
- (b) [*CTR]
- (c) [*CTR]
- (d) [*CTR]
- (e) [*CTR]

4.1.5 [*CTR]

4.1.6 [*CTR]

5. [*CTR]

[*CTR]

5.1 [*CTR]

5.2 [*CTR]

5.3 [*CTR]

5.4 [*CTR]

5.5 [*CTR]

5.6 [*CTR]

5.7 [*CTR]

6. Assignment.

This Letter Agreement is being provided to Customer as an accommodation and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or the applicable Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By /s/ The Boeing Company
Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By /s/ American Airlines, Inc.
Its VP Corporate Development and Treasurer

Attachment A - Table of Contents

Attachment B - Form of Insurance Certificate of Boeing

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Attachment A
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<u>Subject</u>	<u>Paragraph</u>
1. <u>AGTA</u>	
Taxes (Art. 2)	1.1
Customs Duties (Art. 2)	1.2
Rate of Interest (Art. 2)	1.3
Advanced Payment Increases (Art. 2)	1.4
FAA Manufacturer Changes (Art. 3)	1.5
FAA Operator Changes (Art. 3)	1.6
Development Change and Manufacturer Change Production Revision Records (Art. 4)	1.7
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Condition of Aircraft Suffering Damage (Art. 5)	1.9
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Customer Delay in Acceptance of Aircraft (Art. 6)	1.11
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Notice to Customer in the Event of an Excusable Delay (Art. 7)	1.14
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Boeing Training & Flight Services, L.L.C.	
Interface Commitment (Art 9)	1.19
Exculpatory Clause in Post-Delivery Sale or Lease (Art. 9)	1.20
Termination for Certain Events (Art. 10)	1.21
FAA Grounding	1.22
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2. Line Station Spare Parts Support

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Table of Contents, continued

<u>Subject</u>	<u>Paragraph</u>
3. <u>Product Assurance (Exhibit C)</u>	
Disclaimer and Release; Exclusion of Liabilities (Part 2)	3.1
Reimbursement for Service Bulletin Corrections (Part 2)	3.2
FAR 145 Requirements (Part 2)	3.3
Warranty Claim, Response and Payment Time (Part 2)	3.4
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Conditions and Limitations to the Service Life Policy (Part 3)	3.7
Boeing Back-Up of Supplier Turnaround Time	3.8
Commitments (Part 4)	
Supplier Warranty Commitment (Part 4)	3.9
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Boeing Indemnities Against Patent and Copyright Infringement (Part 6)	3.11

4. <u>Performance</u>	
Performance Guarantees/Data Base Changes	4.1

5. [*CTR]

6. Assignment

7. Confidential Treatment

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Attachment B
Sample Insurance Certificate (Boeing)

BROKER'S LETTERHEAD

[date]

Certificate of Insurance Ref. No. _____

THIS IS TO CERTIFY TO:

American Airlines, Inc. (hereinafter "American")
P.O. Box 619616
Dallas-Fort Worth Airport, Texas
75261-9616

that Insurers, EACH FOR HIS OWN PART AND NOT ONE FOR THE OTHER, are providing the following insurance:

NAMED INSURED:

The Boeing Company (hereinafter "Boeing")

ADDRESS OF INSURED:

**Post Office Box 3707
Seattle, Washington 98124-2207**

PERIOD OF INSURANCE:

See attached Schedule of Insurers

GEOGRAPHICAL LIMITS:

Worldwide

EQUIPMENT INSURED:

All Boeing [model] [type] aircraft owned or operated by American that are the subject of that certain Purchase Agreement No. _____ dated _____, 20xx between American and Boeing, as more particularly described on the attached Schedule of Aircraft, as such schedule may be amended from time to time.

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DESCRIPTION OF COVERAGES

A. AIRCRAFT HULL INSURANCE

All risks of ground and flight physical damage coverage in respect of all aircraft owned by, leased to or operated by the Named Insured, including the Aircraft and any engines (including the Engines) and any parts (including the Parts) while attached to any such Aircraft or removed therefrom but not replaced, subject to policy terms, conditions, limitations, exclusions and deductibles.

Amount of Insurance:

Agreed Value (as per Policy terms and conditions).

B. AIRCRAFT LIABILITY INSURANCE

Aircraft Liability Insurance, including Bodily Injury (including passengers), Property Damage, Aircraft Liability, Passenger Legal Liability, Premises/Operations Liability, Personal Injury, and Contractual Liability Insurance, subject to policy terms, conditions, limitations, exclusion and deductibles.

Limit of Liability:

[*CTR]

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SPECIAL PROVISIONS APPLICABLE TO THE ADDRESSEE(S)

Subject to the policy terms, conditions, limitations, exclusions and deductibles and solely with respect to Purchase Agreement No. _____ dated as of _____, 1997 (the "**Purchase Agreement**") between American and The Boeing Company ("Boeing"), the policies set forth in the attached Schedule of Insurers are amended to include the following:

1. Solely with respect to Aircraft Liability Insurance, American is included as an additional Insured, but only to the extent that Boeing is obligated by its agreements to indemnify and hold harmless American under Section 8.1.1 of the Aircraft General Terms Agreement, AGTA-AAL, applicable to the Purchase Agreement and then only to the extent of coverage provided by the policy;
2. Solely with respect to Aircraft Hull Insurance, each Insurer agrees to waive any rights of subrogation against American to the extent that Boeing has waived such rights by the terms of its agreements to indemnify American pursuant to the Purchase Agreement;
3. Solely with respect to Aircraft Liability Insurance, to the extent American is insured hereunder, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured regardless of any breach or violation of any warranty, declaration or condition contained in such policies;
4. Solely with respect to Aircraft Liability Insurance, to provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issue to each;
5. Solely with respect to Aircraft Liability Insurance, such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of American, but only to the extent that Boeing is obligated by its agreements to indemnify and hold harmless American under Section 8.1.1 of the Aircraft General Terms Agreement, AGTA-AAL, applicable to the Purchase Agreement and then only to the extent of coverage provided by the policy;
6. Each of the Aircraft Liability Insurance policy and Aircraft Hull Insurance policy provides that: American shall not have any obligation or liability for premiums, commissions, calls or assessments in connection with such insurance;

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7. With respect to the Aircraft Liability Insurance, if a policy is canceled for any reason whatsoever, any substantial change is made which would reduce the amount of coverage as certified herein, or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to American for thirty (30) days after receipt by American of written notice from the Insurers or their authorized representatives or Broker of such cancellation, change or lapse; and
8. For the purposes of the Certificate, "American" is defined as American Airlines, Inc., its divisions, any wholly-owned subsidiary of American Airlines, Inc. which is assigned any rights or obligations in accordance with Article 9.1 of the AGTA, the assignees of each permitted under the applicable Purchase Agreement, and their respective directors, officers and employees.

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**THE BOEING COMPANY
AND ALL ITS SUBSIDIARIES**

**SCHEDULE OF SUBSCRIBING INSURERS
POLICY TERM: DECEMBER 1, 1996 TO DECEMBER 1, 1997**

COVERAGES:

Aircraft Hull and Liability Insurance

**POLICY
NUMBER**

SUBSCRIBING INSURERS FOR 100% PARTICIPATION

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Subject to the terms, conditions, limitations and exclusions of the relative policies except for the specific declarations contained in this certificate.

(signature)

(typed name)

(title)

P.A. No. 3219

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6-1162-TRW-0672R1

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**).

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Recital.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into Customer's service of the Aircraft as more specifically provided below.

Agreement.

1. Definitions.

1.1 **Covered Aircraft** shall mean those Aircraft identified on Table 1(R2) and Table 2 to the Purchase Agreement as of the date of signing of this Letter Agreement and any Substitute Aircraft.

1.2 **Promotional Support** shall mean marketing and promotion programs in support of the entry into Customer service of the Covered Aircraft such as marketing research, tourism development, corporate identity, direct marketing, video tape or still photography, planning, design and production of collateral materials, management of promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

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1.3 [*CTR]

1.4 *Performance Period* [*CTR]

1.5 *Qualifying Third Party Fees* shall mean [*CTR]

2. Commitment.

[*CTR]

3. Methods of Performance.

Subject to the Commitment Limit, Customer may elect to receive the Promotional Support in either or any combination of the following ways:

3.1 [*CTR]

3.2 [*CTR]

4. Commencement Date.

[*CTR]

5. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and funds disbursement process for the Promotional Support to be provided pursuant to this Letter Agreement.

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[*CTR]

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6. Confidential Treatment. Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or in the Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

P.A. No. 3219

[*CTR]

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ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 3219

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[*CTR]

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-TRW-0673R1

American Airlines, Inc.
P. O. Box 619616
Dallas/Ft. Worth Airport, Texas 75261-9616

Subject: Confidentiality

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 Aircraft

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the Purchase Agreement referenced above. All capitalized terms used herein but not otherwise defined in this Letter Agreement shall have the same meanings assigned thereto in Exhibit CR1 to the Purchase Agreement or elsewhere in such Purchase Agreement.

1. Confidentiality Obligation.

1.1 Except as otherwise provided in this Letter Agreement, each party shall, and shall ensure that its directors, officers, employees, Affiliates, agents, suppliers, subcontractors and professional advisors (collectively, Representatives), at all times, maintain strict confidence and secrecy in respect of all Confidential Information (as defined below). Each party agrees to disclose Confidential Information only to such of its Representatives as is required for the purpose of implementing and administering the Purchase Agreement, and shall inform such Representatives of the confidential nature of the Confidential Information and instruct (and use best reasonable efforts to cause) such Representatives to treat such Confidential Information in a manner consistent with this Section 1.

1.2 Neither party shall use the Confidential Information for any purpose (including any competitive or commercial purpose) other than in connection with the Purchase Agreement and for purposes of consummating the transactions contemplated thereby.

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2. Definition of Confidential Information.

2.1 Subject to the provisions of Section 2.2, "Confidential Information" means:

2.1.1 [*CTR]

2.1.2 [*CTR]

- a) [*CTR]
- b) [*CTR]
- c) [*CTR]

2.1.3 [*CTR]

- a) [*CTR]
- b) [*CTR]
- c) [*CTR]
- d) [*CTR]
- e) [*CTR]
- f) [*CTR]
- g) [*CTR]
- h) [*CTR]
- i) [*CTR]
- j) [*CTR]
- k) [*CTR]
- l) [*CTR]
- m) [*CTR]
- n) [*CTR]
- o) [*CTR]
- p) [*CTR]
- q) [*CTR]
- r) [*CTR]
- s) [*CTR]
- t) [*CTR]
- u) [*CTR]
- v) [*CTR]



- w) [*CTR]
- x) [*CTR]
- y) [*CTR]
- z) [*CTR]
- aa) [*CTR]
- bb) [*CTR]

[*CTR]

2.2 The following shall not constitute "Confidential Information" for purposes of this Letter Agreement:

2.2.1 Information (other than the terms and conditions of the Pre-Closing Letters and the Business Letters) already in a party's possession prior to its disclosure by the other party as evidenced by the written or electronic records of such party;

2.2.2 Information obtained from a third person or entity that is not prohibited from disclosing such information to the receiving party as a result of a contractual, legal or fiduciary obligation to the party whose information is being disclosed;

2.2.3 Information that is or becomes generally available to the public, other than as a result of disclosure by a party in violation of this Letter Agreement; or

2.2.4 Information that has been or is independently developed by a party or its Affiliates, without violating such party's obligations under this Letter Agreement.

2.3 [*CTR]

3. Disclosure.

3.1 [*CTR]

(a) [*CTR]

(A) [*CTR]



(B) [*CTR]

(C) [*CTR]

(D) [*CTR]

(b) [*CTR]

3.2 Either party may disclose Confidential Information without the consent of the other party when and to the extent required by any law applicable to such party or by a Governmental Authority. If a party (the **Disclosing Party**) is requested to disclose any Confidential Information of the other party (the **Affected Party**) under the terms of a subpoena or order issued by a Governmental Authority, it shall (i) notify the Affected Party immediately of the existence, terms and circumstances surrounding such request, (ii) consult with the Affected Party on the advisability of taking legally available steps to resist or narrow such request, and (iii) if any disclosure of Confidential Information is required to prevent the Disclosing Party from being held in contempt or subject to other legal penalty, furnish only such portion of the Confidential Information as it is legally compelled to disclose and, at the request of the Affected Party, use commercially reasonable efforts to assist the Affected Party in obtaining an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information; and

3.3 [*CTR]

3.4 In addition to disclosures of Confidential Information permitted by this Letter Agreement, either party may disclose Confidential Information as and to the extent explicitly provided for in the Purchase Agreement.

4. Remedies.

[*CTR]

5. Conflicts.

Subject to Section 2.3, to the extent of any conflict or inconsistency between the provisions of this Letter Agreement and any provisions regarding confidentiality of information set forth in the Purchase Agreements, the provisions of this Letter Agreement shall, to the extent of such conflict or inconsistency, control.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or in the applicable Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 3219
Confidentiality Agreement

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BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

6-1162-TRW-0674R2

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Business Considerations

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. Basic Credit.

[*CTR]

2. Simulator Package [*CTR].

[*CTR]

3. Delivery Reschedule Credit Memorandum.

[*CTR]

4. [*CTR]

[*CTR]

5. [*CTR]

[*CTR]

6. [*CTR]

[*CTR]

P.A. No. 3219
Business Considerations

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

7. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement and or the Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

P.A. No. 3219
Business Considerations

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ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 3219

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Business Considerations

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AAL-PA-3219-LA-08836

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: [*CTR]
Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 Aircraft (**Aircraft**).

This Letter Agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing recognizes that performance retention within reasonable limits is essential to maintain the economy of operation of the Aircraft. Therefore the parties hereto agree as follows with respect to performance retention.

1. Aircraft Commitment.

For the purposes of this Letter Agreement, the Covered Aircraft shall be defined as a [*CTR]

Boeing commits to Customer that, [*CTR] as defined in Attachment A, during the Performance Retention Term, as defined in paragraph 2 below, will not exceed the levels shown in the table below (**Aircraft Commitment**).

Time After Delivery of the First Covered Aircraft	Cumulative Fleet Average Fuel Mileage Deterioration Commitment (%)
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

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[*CTR]

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[*CTR]

2. Applicability and Performance Retention Term.

[*CTR]

2.1 Delivery Schedule for Covered Aircraft.

For the purposes of this Letter Agreement, it is anticipated that Boeing will deliver the Covered Aircraft to Customer in accordance with the following delivery schedule set forth in Attachment C. If the fleet size and delivery schedule is significantly different, the Aircraft Commitment may be appropriately adjusted to reflect such changes.

2.2 Performance Retention Term.

[*CTR]

3. Conditions.

3.1 Operation and Maintenance.

Customer shall operate and maintain the Covered Aircraft in accordance with Customer's FAA-approved operations and maintenance programs. Customer shall operate and maintain the engines in accordance with the Operation and Maintenance Manuals and Customer's Maintenance Program and an Engine Management Program mutually defined and agreed to by the Engine Manufacturer and Customer.

3.2 Powerback.

[*CTR]

3.3 Flight Cycle Utilization and Derate.

[*CTR]

4. Determination of Fuel Mileage Deterioration.

[*CTR]

Following the delivery of each Covered Aircraft to Customer by Boeing, and continuing until expiration of the Performance Retention Term, Customer shall record, analyze, and forward to Boeing cruise fuel mileage data obtained on such Covered Aircraft as specified in Attachment B (**Basic Data**).

[*CTR]

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[*CTR]

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5. Notice of Performance Deterioration.

[*CTR]

6. Election of Actions.

Upon Boeing's receipt of any notice that the Cumulative Fleet Average Fuel Mileage Deterioration exceeds, or is likely to exceed the Aircraft Commitment, Boeing and Customer, as appropriate, will take the following actions:

6.1 Data.

Boeing will evaluate the Basic Data. At its option, Boeing may accomplish such evaluation by analysis of Customer's raw ACMS data or by obtaining additional performance data on such Covered Aircraft in accordance with Attachment B. Such additional data may include data acquired during revenue service with Boeing personnel aboard as observers. The Basic Data and any additional data obtained by Boeing in its evaluation shall be appropriately adjusted to reflect any material changes elected by Customer to the Covered Aircraft which have occurred subsequent to delivery of the Covered Aircraft, including any replacement of one or more of the engines installed on a Covered Aircraft. Additionally, adjustments will be applied for any relevant factors as agreed by Customer and Boeing (e.g., inaccuracies in flight deck instrumentation, a sudden increase in deterioration that is attributed to a foreign object damage event such as severe hail and the additional rate of deterioration for Aircraft used for pilot training.) If Boeing and Customer are in disagreement as to such evaluation of the Basic Data, such disagreement shall be resolved by good faith technical negotiation between the parties including, as necessary, the Engine Manufacturer.

6.2 Surveys.

[*CTR]

6.3 Weight.

Boeing may request that Customer weigh such Covered Aircraft, in which event Customer agrees to weigh such Covered Aircraft in conjunction with its normally scheduled maintenance and will report its findings to Boeing.

6.4 Corrective Actions.

Boeing shall promptly make such recommendations to Customer that Boeing believes would result in improvement of the cruise fuel mileage performance of such Covered Aircraft based on analysis of the surveys and available data pursuant to Paragraphs 6.1 - 6.3. Boeing, Engine Manufacturer and Customer shall thereafter mutually agree on the appropriate corrective action to be taken based on any such recommendations. Corrective actions, which involve maintenance and/or refurbishment, as described in paragraph 6.2, both on-wing and off-wing, shall be performed at no cost to Boeing and/or Engine Manufacturer.

P.A. No. 3219

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AAL-PA-3219-LA-08836

[*CTR]

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BOEING PROPRIETARY

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6.5 Improvement Parts and Engine Refurbishment.

Following the completion of any corrective action pursuant to Paragraph 6.4, if subsequent Basic Data show that the [*CTR].

[*CTR]

[*CTR]

[*CTR]

7. Payments.

[*CTR]

7.1 Annual Excess Fuel Burn Amount.

[*CTR]

7.2 Credit Memorandum.

[*CTR]

7.3. Credit Adjustments.

[*CTR]

7.4 Limitation on Amount of Credits.

[*CTR]

8. Duplication of Benefits

[*CTR]

9. Assignment Prohibited.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

P.A. No. 3219

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[*CTR]

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BOEING PROPRIETARY

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10. Exclusive Remedy.

[*CTR]

11. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ The Boeing Company

Its Attorney-In-Fact

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval.

ACCEPTED AND AGREED TO this 1st day of February of 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 3219

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[*CTR]

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BOEING PROPRIETARY

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Determination of Cumulative Fleet Average Fuel Mileage Deterioration

For purposes of this Letter Agreement, the “Cumulative Fleet Average Fuel Mileage Deterioration” is the average cruise fuel mileage deterioration of the Covered Aircraft. The determination of the Fleet Average Mileage Deterioration will be based on fuel mileage deterioration of individual Covered Aircraft relative to their Baseline Performance Level cruise fuel mileage performance as defined below.

1. Boeing will provide Customer with the Boeing Airplane Performance Monitoring Program (**APM**), in effect at the time of delivery of the first Covered Aircraft, that shall be used for data analysis during the Performance Retention Term . For purposes of this Letter Agreement, the Model Reference Level cruise fuel mileage performance for the Covered Aircraft shall be as set forth in the APM.

2. [*CTR]

3. [*CTR]

4. The **Current Deterioration** (expressed as a percentage) for each Covered Aircraft is the difference between the Current Performance Level and the Baseline Performance Level.

5. [*CTR]

6. The **Cumulative Fleet Average Fuel Mileage Deterioration** (expressed as a percentage) will be determined for each Subsequent Monitoring Period by summing the Fleet Average Fuel Mileage Deterioration values as determined in Paragraph 5 for each calendar month according to the following equation:

m

[*CTR]

7. [*CTR]

P.A. No. 3219

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[*CTR] - Attachment A

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BOEING PROPRIETARY

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Cruise Fuel Mileage Performance Determination

Customer shall obtain cruise fuel mileage performance data in revenue service using the Airplane Condition Monitoring System (ACMS). This data will be recorded during level flight cruise in steady state conditions. Data shall be obtained in accordance with the then current revision of the Airplane Performance Monitoring Software User Guide (APM User Guide) and shall include the parameters defined in the airplane model specific appendix during each such data recording (Data Events).

Boeing will provide Customer with the Boeing Airplane Performance Monitoring Software for data analysis. Customer shall reduce and analyze data obtained from the Data Events. Such analysis shall be in accordance with the methods set forth in the APM User Guide. Customer's analysis shall include the determination of the fuel mileage, thrust required and fuel flow required relative to the Model Reference Level.

Customer will maintain records of factors relating to fuel mileage deterioration. These factors will include (a) engine history, cockpit instrumentation history and airframe history and condition of such Covered Aircraft, (b) pertinent Covered Aircraft maintenance and operational procedures used by Customer, (c) drag effects of any post delivery airframe and/or engine changes incorporated in such Covered Aircraft, (d) sudden shifts in engine EGT condition monitoring data, and (e) any other relevant factors.

P.A. No. 3219
[*CTR] - Attachment B

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Delivery Schedule for Covered Aircraft

Aircraft	Delivery Date
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

P.A. No. 3219
[*CTR] - Attachment C

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ANNUAL LIMITATION ADJUSTMENT EQUATION

(CALENDAR YEARS 2015 AND ON)

- (a) [*CTR]
 - [*CTR]
- (b) [*CTR]
- (c) [*CTR]
 - (i) [*CTR]
 - (ii) [*CTR]
 - (iii) [*CTR]

NOTE: [*CTR]

P.A. No. 3219
[*CTR] - Attachment D

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AAL-PA-3219-LA-08837

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in Attachment A for 787-923. [*CTR] Notwithstanding the provision of the [*CTR] in Attachment A, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered [*CTR].

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

P.A. No. 3219
[*CTR]

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Page 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 3219

[*CTR]

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AAL-PA-3219-LA-08837

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BOEING PROPRIETARY

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[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	[*CTR]
4	[*CTR]
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

P.A. No. 3219

AERO-B-BBA4-M12-0713

SS12-0343

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the [*CTR]) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 [*CTR]

2.1.1 The FAA approved [*CTR]

2.1.2 The FAA approved [*CTR]

2.1.3 The FAA approved [*CTR]

2.1.4 The FAA approved [*CTR]

2.2 [*CTR]

The FAA approved [*CTR]

2.3 Mission

2.3.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (representative of a Dallas to Tokyo route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Length:

Takeoff: [*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

2.3.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]

The takeoff gross weight is not limited by the airport conditions.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout
Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach
and Landing
Maneuver: [*CTR]

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

[*CTR]

Takeoff and Climbout Maneuver:

[*CTR]

Approach and Landing Maneuver:

[*CTR]

Taxi-In (shall be consumed from the reserve fuel):

[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

2.3.3 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.4 is the basis for the mission guarantees of Paragraphs 2.3.1 and 2.3.2.

2.3.5 Standard and Operational Items Allowance

	Qty	lb	lb	lb
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Oxygen Equipment				[*CTR]
Portable Oxygen Bottles	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
First Aid Kits	[*CTR]	[*CTR]		
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights @ C/A Sta.	[*CTR]	[*CTR]		
Smoke Goggles	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts (993 cu ft @ 4.7 lb/cu ft)				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (Inc. Baggage) (*CTR) lb. ea)	[*CTR]	[*CTR]		
Cabin Crew (Inc. Baggage) (*CTR) lb. ea)	[*CTR]	[*CTR]		
Flight Crew Briefcase (*CTR) lb. ea)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts: Atlantic Meal Service				[*CTR]
Business Class	[*CTR]	[*CTR]		
Economy Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Potable Water —[*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment (Includes Over Water Equip.)				[*CTR]
Slide Rafts: Main Entry	[*CTR]	[*CTR]		
Life Vests	[*CTR]	[*CTR]		
Locator Transmitter	[*CTR]	[*CTR]		
Cargo System				[*CTR]
Containers (*CTR) lb ea.)			[*CTR]	

P.A. No. 3219

AERO-B-BBA4-M12-0713

SS12-0343

BOEING PROPRIETARY

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Total Standard and Operational Items Allowance

3 [*CTR]

[*CTR]

4 [*CTR]

4.1 [*CTR]

[*CTR]

4.2 [*CTR]

[*CTR]

4.3 [*CTR]

[*CTR]

4.4 [*CTR]

[*CTR]

4.5 [*CTR]

[*CTR]

5 AIRCRAFT CONFIGURATION

5.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document 787B1-4102, Revision F, "787 Airplane Configuration Specification", dated March 28, 2012, as amended by Addendum Document 787B1-4102-FAAL01, dated June 29, 2012, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

P.A. No. 3219

AERO-B-BBA4-M12-0713

SS12-0343

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

6 GUARANTEE CONDITIONS

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

6.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 4.1 or 6.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

6.4 The [*CTR] and [*CTR] guarantees, and the [*CTR] of the mission guarantees are based on [*CTR]

6.5 [*CTR]

6.6 [*CTR]

6.7 [*CTR]

6.8 [*CTR]

P.A. No. 3219

AERO-B-BBA4-M12-0713

SS12-0343

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6.9 [*CTR]

6.10 [*CTR]

7 GUARANTEE COMPLIANCE

7.1 Compliance with the guarantees of Sections 2, 3 and 4 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 5 and the guarantee conditions of Section 6.

7.2 Compliance with the takeoff and landing guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model [*CTR]

7.3 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

7.6 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

7.7 Compliance with the guarantee for [*CTR] Upon request, customer may review adjustment calculations.

P.A. No. 3219

AERO-B-BBA4-M12-0713

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

7.8 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

8 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

P.A. No. 3219

AERO-B-BBA4-M12-0713

SS12-0343

BOEING PROPRIETARY

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-3219-LA-08838

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. PA-3219 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 787aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in Attachment A for 787-8. [*CTR] Notwithstanding the provision of the [*CTR] in Attachment A, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered [*CTR].

1. Assignment

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

P.A. No. 3219
[*CTR]

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BOEING PROPRIETARY

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2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 3219

SA-3

AAL-PA-3219-LA-08838

[*CTR]

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[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	[*CTR]
4	[*CTR]
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

P.A. No. 3219

AERO-B-BBA4-M12-0692

SS12-0343

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1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the [*CTR]) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 [*CTR]

2.1.1 The FAA approved [*CTR]

2.1.2 The FAA approved [*CTR]

2.1.3 The FAA approved [*CTR]

2.1.4 The FAA approved [*CTR]

2.2 [*CTR]

The FAA approved [*CTR]

2.3 Mission

2.3.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (representative of a Dallas to Tokyo route) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

2.3.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]

The takeoff gross weight is not limited by the airport conditions.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout [*CTR]

Maneuver:

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and [*CTR]

Landing

Maneuver:

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.3 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.4 is the basis for the mission guarantees of Paragraphs 2.3.1 and 2.3.2.

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2.3.5 Standard and Operational Items Allowance

	Qty	lb	lb	lb
Standard Items Allowance				[*CTR]
Unusable Fuel			[*CTR]	
Oil			[*CTR]	
Oxygen Equipment			[*CTR]	
Portable Oxygen Bottles	[*CTR]	[*CTR]		
Miscellaneous Equipment			[*CTR]	
First Aid Kits	[*CTR]	[*CTR]		
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Goggles	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts (837 cu ft @ 4.7 lb/cu ft)			[*CTR]	
Operational Items Allowance				[*CTR]
Crew and Crew Baggage			[*CTR]	
Flight Crew (Inc. Baggage) (*CTR) lb. ea.)	[*CTR]	[*CTR]		
Cabin Crew (Inc. Baggage) (*CTR) lb. ea.)	[*CTR]	[*CTR]		
Flight Crew Briefcase (*CTR) lb. ea.)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts: Atlantic Meal Service			[*CTR]	
Business Class	[*CTR]	[*CTR]		
Economy Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Potable Water —[*CTR]			[*CTR]	
Waste Tank Disinfectant			[*CTR]	
Emergency Equipment (Includes Over Water Equip.)			[*CTR]	
Slide Rafts: Main Entry	[*CTR]	[*CTR]		
Life Vests	[*CTR]	[*CTR]		
Locator Transmitter	[*CTR]	[*CTR]		
Cargo System			[*CTR]	
Containers (*CTR) lb ea.)		[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3 [*CTR]

[*CTR]

4 [*CTR]

4.1 [*CTR]

[*CTR]

4.2 [*CTR]

[*CTR]

4.3 [*CTR]

[*CTR]

4.4 [*CTR]

[*CTR]

4.5 [*CTR]

[*CTR]

5 **AIRCRAFT CONFIGURATION**

5.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in Boeing Document 787B1-4102, Revision F, "787 Airplane Configuration Specification", dated March 28, 2012, as amended by Addendum Document 787B1-4102-FAAL01, dated June 29, 2012, plus any changes mutually agreed to or otherwise allowed by the Purchase Agreement to be incorporated into the original release of the Customer's Detail Specification (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the seat weight allowances to be incorporated into the Detail Specification and the actual weights.

6 GUARANTEE CONDITIONS

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, Code of Federal Regulations 14, Part 25 amended by Amendments 25-1 through 25-117, subject to the approval of the Federal Aviation Administration.

6.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 4.1 or 6.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

6.4 The [*CTR] and [*CTR] guarantees, and the [*CTR] of the mission guarantees are based on [*CTR]

6.5 [*CTR]

6.6 [*CTR]

6.7 [*CTR]

6.8 [*CTR]

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6.9 [*CTR]

6.10 [*CTR]

7 GUARANTEE COMPLIANCE

7.1 Compliance with the guarantees of Sections 2, 3 and 4 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 5 and the guarantee conditions of Section 6.

7.2 Compliance with the takeoff and landing guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model [*CTR]

7.3 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

7.6 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

7.7 Compliance with the guarantee for [*CTR] Upon request, customer may review adjustment calculations.

7.8 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

8 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement No. 36

to

Purchase Agreement No. 1977

between

The Boeing Company

and

American Airlines, Inc.

Relating to Boeing Model 737-800 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 36, entered into as of February 1, 2013, (**SA 36**) by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (**Boeing**) and AMERICAN AIRLINES, INC., a Delaware corporation with offices in Fort Worth, Texas, together with its successors and permitted assigns (**Customer**);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1977 dated as of October 31, 1997 relating to Boeing Model 737-823 aircraft, as amended and supplemented (**Purchase Agreement**) and capitalized terms used herein without definitions shall have the meanings specified therefore in such Purchase Agreement;

WHEREAS, Customer and Boeing desire to amend the Purchase Agreement to reflect the following:

i. Letter Agreement AAL-PA-1977-LA-1105272, entitled "Business Considerations 2" of the Purchase Agreement (**Original Business Considerations 2 Letter**) will be revised [*CTR], to be reflected in Letter Agreement AAL-PA-1977-LA-1105272R1 entitled "Business Considerations 2" (**Revised Business Considerations 2 Letter**) which will reflect the above described change by deleting Articles 2a) and 2a)i) in the Original Business Considerations 2 Letter and replace the same in the Revised Business Considerations 2 Letter with the following new provisions:

[*CTR]

ii. [*CTR]

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Letter Agreement AAL-PA-1977-LA-08834 entitled "Business Considerations 3" (**Business Considerations 3 Letter**) will reflect the [*CTR]

iii. Letter Agreements AAL-PA-1977-LA-08835, AAL-PA-1977-LA-110665, and AAL-PA-1977-LA-110666 to the Purchase Agreement respectively entitled [*CTR] [*CTR], and [*CTR] will provide for Aircraft [*CTR] for the applicable model of 737 Aircraft.

iv. The "Table of Contents" to the Purchase Agreement will be deleted in its entirety and a revised "Table of Contents," will be substituted in lieu thereof to reflect the revisions and amendments made by this SA 36.

v. [*CTR]

vi. [*CTR]

WHEREAS, Boeing and Customer desire to specify an order of precedence for assignment provisions within the Purchase Agreement, as further amended herein, and therefore Boeing and Customer have concurrently herewith executed Letter Agreement AAL-LA-1106678 entitled "Assignment Matters" (**Assignment Letter**);

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree to amend the Purchase Agreement through the concurrent execution of the Assignment Letter and this SA36 to reflect the order of precedence for the assignment provisions and as follows:

1. Table of Contents

The Table of Contents is deleted in its entirety and replaced with a revised Table of Contents, attached hereto, which sets forth the appropriate SA 36 references. The Table of Contents is hereby made part of the Purchase Agreement.

2. Letter Agreements

- a) Letter Agreement No. AAL-PA-1977-LA-1105272 entitled "Business Considerations 2" is deleted in its entirety and replaced with a revised letter agreement (R1). Letter Agreement No. AAL-PA-1977-LA-1105272R1 is hereby made part of the Purchase Agreement. Letter Agreement No. AAL-PA-1977-LA-1105272R1 supersedes and replaces in its entirety the Letter Agreement No. AAL-PA-1977-LA-1105272 and all references to Letter Agreement AAL-PA-1977-LA-1105272 in the Purchase Agreement and any supplemental agreements and associated letter agreements to the Purchase Agreement shall be deemed to refer to the Revised Business Considerations 2 Letter.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

- b) Letter Agreement No. AAL-PA-1977-LA-08834 entitled "Business Considerations 3" is added and is hereby made part of the Purchase Agreement.
- c) Letter Agreement No. AAL-PA-1977-LA-08835 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.
- d) Letter Agreement No. AAL-PA-1977-LA-1106665 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.
- e) Letter Agreement No. AAL-PA-1977-LA-1106666 entitled [*CTR] is added and is hereby made part of the Purchase Agreement.

3. [*CTR]

[*CTR]

4. [*CTR]

[*CTR]

The Purchase Agreement will be deemed to be amended to the extent provided herein and as so amended will continue in full force and effect. In the event of any inconsistency between the above provisions and the provisions contained in the referenced exhibits to this SA 36, the terms of the exhibits will control.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

AMERICAN AIRLINES, INC.

By: /s/ The Boeing Company
Its: Attorney-In-Fact

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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AAL-PA-1977-LA-1105272R1

American Airlines, Inc.
P.O. 619616
Dallas-Fort worth Airport, Texas 75261-9616

Subject: Business Considerations 2

- Reference:
- a) Purchase Agreement No. 1977 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-823 aircraft (**Aircraft**)
 - b) Letter Agreement 6-1162-AKP-074R2 or as may be subsequently amended, entitled Business Considerations.
 - c) Letter Agreement 6-1162-SSM-1405R1 or as may be subsequently amended, entitled Multiple Operating Weight Program Model, 737-723/-823/-923ER Aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer agree that the purchase price for Aircraft [*CTR] scheduled to deliver [*CTR] (**Purchased Aircraft**) shall be modified and separate from Aircraft purchase prices established prior to the execution of Supplemental Agreement Number 35 and the following terms will apply to such Purchased Aircraft. All references to Airframe Prices are the Airframe Prices listed in Attachment A to Letter Agreement No. 6-1162-AKP-075R1, as may be subsequently amended.

1. Model 737-923ER Basic Credit Memoranda.

- a) If Customer purchases one or more Model 737-923ER Purchased Aircraft pursuant to Letter Agreement No. 6-1162-AKP-075R1, as may be subsequently amended, then Boeing will issue to Customer [*CTR] Such credit memoranda will be comprised of:
 - (i) a basic credit memorandum in the amount of [*CTR] and

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Business Considerations 2
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ii) [*CTR]

b) Notwithstanding anything in 1.a) above, for each Model 737-923ER Purchased Aircraft purchased pursuant to Letter Agreement No. 6-1162-AKP-075R1, as may be subsequently amended, [*CTR]

c) In addition, Customer agrees that over the next six to nine month period following the date of this Letter Agreement, at the reasonable request of Boeing, Customer will participate in discussions with Boeing regarding the capabilities of the 737-900ER aircraft. Nothing in this Letter Agreement shall constitute an obligation of Customer in regards to the purchase of such aircraft.

2. Model 737-823 Basic Credit Memoranda.

a) Boeing will issue to Customer [*CTR] Purchased Aircraft credit memoranda in an aggregate amount equal to [*CTR] Such credit memoranda will be comprised of:

i) a basic credit memorandum (*737-823 Basic Credit Memo*) in the amount of [*CTR] and

ii) [*CTR]

b) Notwithstanding anything in 2.a) above, for each Model 737-823 Purchased Aircraft, [*CTR]

c) [*CTR]

3. Model 737-723 Basic Credit Memoranda.

a) If Customer purchases one or more Model 737-723 Purchased Aircraft pursuant to Letter Agreement No. 6-1162-AKP-075R1, as may be subsequently amended, then Boeing will issue to Customer [*CTR] Such credit memoranda will be comprised of:

(i) a basic credit memorandum in the amount of [*CTR] and

ii) [*CTR]

b) Notwithstanding anything in 3.a) above, for each Model 737-723 Purchased Aircraft purchased pursuant to Letter Agreement No. 6-1162-AKP-075R1, as may be subsequently amended, [*CTR]

c) [*CTR]

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Business Considerations 2

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4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

5. Application of Credit Memoranda.

Customer will be entitled to use each credit memorandum [*CTR]

6. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airline, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 1977

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AAL-PA-1977-LA-08834

American Airlines, Inc.
P.O. 619616
Dallas-Fort worth Airport, Texas 75261-9616

Subject: Business Considerations 3

Reference: Purchase Agreement No. PA-1977 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-823 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*CTR]
- a) [*CTR]
- b) [*CTR]
 1. [*CTR]
 2. [*CTR]
 3. [*CTR]
 4. [*CTR]

2. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

3. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or in the applicable Purchase Agreement.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

P.A. No. 1977
Business Considerations 3
BOEING PROPRIETARY

SA-36

AAL-PA-1977-LA-08834
Page 1



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAI-PA-1977-LA-08835

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. PA-1977 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-823 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachments. Attachment A sets forth [*CTR]. [*CTR]. Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 1977

SA-36

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[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION		CONTENTS
1	AIRCRAFT MODEL APPLICABILITY	
2	FLIGHT PERFORMANCE	
3	[*CTR]	
4	[*CTR]	
5	AIRCRAFT CONFIGURATION	
6	GUARANTEE CONDITIONS	
7	GUARANTEE COMPLIANCE	
8	EXCLUSIVE GUARANTEES	

P.A. No. PA-1977
AERO-B-BBA4-M12-0618
BOEING PROPRIETARY

SS12-0314

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the [*CTR]) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 [*CTR]

2.1.1 The FAA approved [*CTR]

[*CTR]

2.1.2 The FAA approved [*CTR] shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |

2.1.3 The FAA approved [*CTR] shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |
| 3. | [*CTR] | [*CTR] |

2.2 [*CTR]

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BOEING PROPRIETARY

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

The FAA approved [*CTR], shall not be more than the following guarantee value:

[*CTR]

2.3 Mission

2.3.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air [*CTR] using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]

TOLERANCE: [*CTR]

GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

- 1. [*CTR] [*CTR]
- 2. [*CTR] [*CTR]

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL: [*CTR]
TOLERANCE: [*CTR]
GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]
The takeoff gross weight is not limited by the airport conditions.
Maximum takeoff thrust is used for the takeoff.
The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
Taxi-Out: [*CTR]
Takeoff and Climbout Maneuver: [*CTR]
Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel):

[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

2.3.3 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.4 is the basis for the mission guarantees of Paragraphs 2.3.1 and 2.3.2.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.3.5 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Oxygen Equipment				[*CTR]
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts				[*CTR]
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]			[*CTR]
Potable Water [*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment				[*CTR]
Escape Slides - Forward	[*CTR]	[*CTR]		
Escape Slides - Aft	[*CTR]	[*CTR]		
Life Vests - Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

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AERO-B-BBA4-M12-0618

BOEING PROPRIETARY

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3 [*CTR]

[*CTR]

4 [*CTR]

4.1 [*CTR]

4.1.1 [*CTR]

[*CTR]

4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

4.3 [*CTR]

[*CTR]

4.4 [*CTR]

[*CTR]

5 **AIRCRAFT CONFIGURATION**

5.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification TBD (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance, sound levels, and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

5.2 [*CTR]

P.A. No. PA-1977

AERO-B-BBA4-M12-0618

BOEING PROPRIETARY

SS12-0314

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

6 GUARANTEE CONDITIONS

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-800 Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 44, dated August 24, 2009.

6.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 4.1 or 6.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

6.4 The [*CTR] and [*CTR] guarantees, and the [*CTR] of the mission guarantees are based on [*CTR]

6.5 [*CTR]

6.6 [*CTR]

6.7 [*CTR]

6.8 [*CTR]

6.9 [*CTR]

6.10 [*CTR]

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SS12-0314

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

7 GUARANTEE COMPLIANCE

7.1 Compliance with the guarantees of Sections 2, 3 and 4 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 5 and the guarantee conditions of Section 6.

7.2 Compliance with the takeoff and landing guarantees, the takeoff portion of the mission guarantee, and the community sound level guarantees shall be based on the FAA approved Airplane Flight Manual for the Model 737-800.

7.3 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

7.6 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

7.7 [*CTR]

7.7.1 [*CTR]

7.7.2 [*CTR]

7.7.3 [*CTR]

7.7.4 [*CTR]

7.8 [*CTR]

7.9 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

8 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAI-PA-1977-LA-1106665

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 1977 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-823 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachment. The Attachment sets forth [*CTR]. [*CTR]. Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

P.A. No. 1977

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[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION		CONTENTS
1	AIRCRAFT MODEL APPLICABILITY	
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8	EXCLUSIVE GUARANTEES	

P.A. No. PA-1977
AERO-B-BBA4-M11-0668A
BOEING PROPRIETARY

SS112-0372

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "[*CTR]) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 [*CTR]

2.1.1 The FAA approved [*CTR]

[*CTR]

2.1.2 The FAA approved [*CTR] shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |

2.1.3 The FAA approved [*CTR], shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |
| 3. | [*CTR] | [*CTR] |

2.2 [*CTR]

The FAA approved [*CTR], shall not be more than the following guarantee value:

[*CTR]

2.3 Mission

2.3.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (equivalent to a distance of [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]
TOLERANCE: [*CTR]
GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |
| 3. | [*CTR] | [*CTR] |

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR].

Cruise: [*CTR]

Descent: [*CTR].

Approach
and Landing
Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.2 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (equivalent to a distance of [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]
TOLERANCE: [*CTR]
GUARANTEE: [*CTR]

Conditions and operating rules:

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BOEING PROPRIETARY

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

1. [*CTR] [*CTR]
 [*CTR] [*CTR]

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.3 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL: [*CTR]

TOLERANCE: [*CTR]

GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]

The takeoff gross weight is not limited by the airport conditions.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing
Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.4 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.5 is the basis for the mission guarantees of Paragraphs 2.3.1 and 2.3.2.

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.3.6 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Oxygen Equipment				[*CTR]
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts				[*CTR]
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]			[*CTR]
Potable Water —[*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment				[*CTR]
Escape Slides—Forward	[*CTR]	[*CTR]		
Escape Slides—Aft	[*CTR]	[*CTR]		
Life Vests—Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3 [*CTR]

[*CTR]

4 [*CTR]

4.1 [*CTR]

[*CTR]

4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

4.3 [*CTR]

[*CTR]

4.4 [*CTR]

[*CTR]

5 AIRCRAFT CONFIGURATION

5.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification TBD (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification

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SS112-0372

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance, sound levels, and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

5.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

6 GUARANTEE CONDITIONS

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-700 Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 44, dated August 8, 2009.

6.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 4.1.1 or 6.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

6.5 [*CTR]

6.4 The [*CTR] and [*CTR] guarantees, and the [*CTR] of the mission guarantees are based on [*CTR]

6.6 [*CTR]

6.7 [*CTR]

6.8 [*CTR]

6.9 [*CTR]

6.10 [*CTR]

6.11 [*CTR]

7 **GUARANTEE COMPLIANCE**

7.1 Compliance with the guarantees of Sections 2, 3 and 4 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 5 and the guarantee conditions of Section 6.

7.2 Compliance with the takeoff and landing guarantees and the takeoff portion of the mission guarantee shall be based on the FAA approved Airplane Flight Manual for the Model 737-700.

7.3 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

7.6 [*CTR]

7.7 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

7.8 [*CTR]

7.8.1 [*CTR]

7.8.2 [*CTR]

7.8.3 [*CTR]

7.8.5 [*CTR]

7.9 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with

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established engineering practices to show compliance with these guarantees.

7.10 [*CTR]

7.11 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

8 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

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AAL-PA-1977-LA-1106666

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 1977 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-823 aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachment. The Attachment sets forth [*CTR]. [*CTR]. Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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[*CTR]

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Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

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[*CTR]

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[*CTR]

FOR AMERICAN AIRLINES, INC.

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1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	[*CTR]
4	[*CTR]
5	AIRCRAFT CONFIGURATION
6	GUARANTEE CONDITIONS
7	GUARANTEE COMPLIANCE
8	EXCLUSIVE GUARANTEES

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1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the [*CTR]) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 [*CTR]

2.1.1 The FAA approved [*CTR], shall not be more than the following guarantee value:

[*CTR]

2.1.2 The FAA approved [*CTR], shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

[*CTR] [*CTR]

1. [*CTR] [*CTR]

2. [*CTR] [*CTR]

2.1.3 The FAA approved [*CTR], shall not be less than the following guarantee value:

[*CTR]

Conditions:

[*CTR]

[*CTR] [*CTR]

1. [*CTR] [*CTR]

2. [*CTR] [*CTR]

3. [*CTR] [*CTR]

2.2 [*CTR]

The FAA approved [*CTR], shall not be more than the following guarantee value:

[*CTR]

2.3 **Mission**

2.3.1 **Mission Payload**

The payload for a stage length of [*CTR] nautical miles in still air (equivalent to a distance of [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]
TOLERANCE: [*CTR]
GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |
| 3. | [*CTR] | [*CTR] |
| 4. | [*CTR] | [*CTR] |

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Approach and Landing Maneuver:

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.2 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (equivalent to a distance of [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]

TOLERANCE: [*CTR]

GUARANTEE: [*CTR]

Conditions and operating rules:

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Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

[*CTR] [*CTR]

1. [*CTR] [*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

[*CTR]

2.3.3 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (equivalent to a distance of [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

NOMINAL: [*CTR]

TOLERANCE: [*CTR]

GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The following obstacle definition is based on a straight out departure where obstacle height and distance are specified with reference to the liftoff end of the runway:

- | | | |
|----|--------|--------|
| | [*CTR] | [*CTR] |
| 1. | [*CTR] | [*CTR] |
| 2. | [*CTR] | [*CTR] |
| 3. | [*CTR] | [*CTR] |
| 4. | [*CTR] | [*CTR] |
| 5. | [*CTR] | v |

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout
Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach
and Landing
Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

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Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.3.4 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

NOMINAL: [*CTR]

TOLERANCE: [*CTR]

GUARANTEE: [*CTR]

Conditions and operating rules:

- Stage
Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.
- Block
Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.
- Takeoff: [*CTR]
The takeoff gross weight is not limited by the airport conditions.
- Climbout
Maneuver: [*CTR]
- Climb: [*CTR]
- Cruise: [*CTR]
- Descent: [*CTR]

Approach and
Landing

Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out: [*CTR]

Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver: [*CTR]

Taxi-In (shall be consumed from the reserve fuel): [*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

2.3.5 Operational Empty Weight Basis

The Operational Empty Weight (OEW) derived in Paragraph 2.3.6 is the basis for the mission guarantees of Paragraphs 2.3.1, 2.3.2, 2.3.3 and 2.3.4.

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[*CTR]
[*CTR]
[*CTR]
[*CTR]

[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]

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2.3.7 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Oxygen Equipment				[*CTR]
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts				[*CTR]
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]			[*CTR]
Potable Water [*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment				[*CTR]
Escape Slides—Forward	[*CTR]	[*CTR]		
Escape Slides—Aft	[*CTR]	[*CTR]		
Life Vests—Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

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3 [*CTR]

[*CTR]

4 [*CTR]

4.1 [*CTR]

[*CTR]

4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

[*CTR] [*CTR]

4.3 [*CTR]

[*CTR]

4.4 [*CTR]

[*CTR]

5 AIRCRAFT CONFIGURATION

5.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification TBD (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification

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approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance, sound levels, and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

5.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

6 GUARANTEE CONDITIONS

6.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

6.2 The Federal Aviation Administration (FAA) regulations referred to in this Attachment are, unless otherwise specified, the 737-900ER Certification Basis regulations specified in the Type Certificate Data Sheet A16WE, Revision 40, dated April 27, 2007.

6.3 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft as described in Paragraphs 4.1 or 6.2, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

6.4 The [*CTR] and [*CTR] guarantees, and the [*CTR] of the mission guarantees are based on [*CTR]

6.5 [*CTR]

6.6 [*CTR]

6.7 [*CTR]

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6.8 [*CTR]

6.9 [*CTR]

6.10 [*CTR]

6.11 [*CTR]

7 GUARANTEE COMPLIANCE

7.1 Compliance with the guarantees of Sections 2, 3 and 4 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 5 and the guarantee conditions of Section 6.

7.2 Compliance with the takeoff and landing guarantees and the takeoff portion of the mission guarantee shall be based on the FAA approved Airplane Flight Manual for the Model 737-900ER.

7.3 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

7.6 [*CTR]

7.7 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

7.8 [*CTR]

7.8.1 [*CTR]

7.8.2 [*CTR]

7.8.3 [*CTR]

7.8.5 [*CTR]

7.9 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

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7.10 [*CTR]

7.11 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

8 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

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Supplemental Agreement No. 33

to

Purchase Agreement No. 1980

between

The Boeing Company

and

AMERICAN AIRLINES, INC

Relating to Boeing Model 777 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 33, entered into as of February 1, 2013, (**SA-33**) by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (**Boeing**) and AMERICAN AIRLINES, INC., a Delaware corporation with offices in Fort Worth, Texas, together with its successors and permitted assigns (**Customer**);

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1980 dated as of October 31, 1997, as amended and supplemented, relating to Boeing Model 777 aircraft (**Purchase Agreement**) and capitalized terms used herein without definitions shall have the meanings specified therefore in such Purchase Agreement; and

WHEREAS, Boeing and Customer desire to specify an order of precedence for assignment provisions within the Purchase Agreement, as further amended herein, and therefore Boeing and Customer have concurrently herewith executed Letter Agreement AAL-LA-1106678 entitled "Assignment Matters" (**Assignment Letter**);

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree to amend the Purchase Agreement through the concurrent execution of the Assignment Letter and this SA 33 to reflect the order of precedence for the assignment provisions and as follows:

- (a) [*CTR]
- (b) The Table of Contents is deleted in its entirety and replaced with a revised Table of Contents, attached hereto, which sets forth the appropriate SA 33 references. The revised Table of Contents is hereby made part of the Purchase Agreement

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The Purchase Agreement will be deemed to be amended to the extent provided herein and as so amended will continue in full force and effect. In the event of any inconsistency between the above provisions and the provisions contained in the referenced exhibits to this SA-33, the terms of the exhibits will control.

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

AMERICAN AIRLINES, INC.

By: /s/ The Boeing Company

By: /s/ American Airlines, Inc.

Name: The Boeing Company

Name: American Airlines, Inc.

Its: Attorney-In-Fact

Its: VP Corporate Development and Treasurer

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AAL PA 1980-LA-1207588

[*CTR] for Undelivered Aircraft

PA or SA

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AAL-PA-1980-LA-1208920

Delivery Flexibility for [*CTR] Purchase Rights

SA-30

AAL-LA-1106678

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement No. 34

to

Purchase Agreement No. 1980

between

The Boeing Company

and

AMERICAN AIRLINES, INC

Relating to Boeing Model 777 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 34, entered into this 1st day of February, 2013, (**SA-34**) by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (**Boeing**) and American Airlines, Inc., a Delaware corporation with offices in Fort Worth, Texas, (**Customer**);

RECITALS:

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1980 dated as of October 31, 1997, as amended and supplemented, relating to Boeing Model 777 aircraft (**Purchase Agreement**) and capitalized terms used herein without definition shall have the meanings specified therefore in such Purchase Agreement; and

WHEREAS, Customer desires to exercise its QADP rights of one 777-323ER Aircraft scheduled for delivery during the [*CTR] quarter of [*CTR] **Delivery Aircraft**)

NOW THEREFORE, In consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. Table of Contents:

The "Table of Contents" to the Purchase Agreement is deleted in its entirety and a revised "Table of Contents," attached hereto and identified with an "SA-34" legend is substituted in lieu thereof to reflect the changes made by this SA-34.

2. Table 1-8:

Table 1-8 entitled "777-323ER Aircraft Delivery, Description, Price and Advance Payments" is deleted in its entirety and a revised Table 1-8, attached hereto and identified with an "SA-34" legend is substituted in lieu thereof to add the exercised [*CTR] Delivery Aircraft.

3. Revision of Attachment C to Letter Agreement No. 6-1162-AKP-110R3:

Attachment C entitled "Information Regarding QADP Rights to Letter Agreement No. 6-1162-AKP-110R3" is deleted in its entirety and a revised Attachment C (**Revised Attachment C**) is substituted in lieu thereof to reflect the exercised [*CTR] Delivery Aircraft.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PA No. 1980

SA-34

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

By: /s/ The Boeing Company

Name: The Boeing Company

Its: Attorney-In-Fact

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Name: American Airlines, Inc.

Its: VP Corporate Development and Treasurer

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PA No. 1980

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1. 777-200ER Aircraft Delivery, Description, Price and Advance Payments [*CTR] Deliveries) Jul. [*CTR] Airframe Base Year Jul. [*CTR] Engine Base Year	Original Purchase Agreement, SA-3, SA-17, SA-18, SA-26 & SA-31
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1-2. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe & Engine Base Year	SA-2 & SA-6
1-3. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe Base Year Jul. 1997 Engine Base Year	SA-4, SA-5, SA-6, SA-7 & SA-9
1-4. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe Base Year Jul. 1998 Engine Base Year	SA-5, SA-6 & SA-9
1-5. 777-223IGW Aircraft Information Table: 2001-2002 Deliveries Jul. 1995 Airframe Base Year Jul. 1999 Engine Base Year	SA-10, SA-11, SA-12 & SA-15
1-6. 777-200IGW Aircraft Information Table: 2003 Deliveries Jul. 1995 Airframe Base Year Jul. 1995 Engine Base Year	SA-13
1-7. 777-323ER Aircraft Delivery, Description, Price and Advance Payments (November 2012 – July 2013 Deliveries) Jul. [*CTR] Airframe Base Year	SA-25, SA-26, SA-28, SA-31
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[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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3.	777-223IGW Aircraft Information Table: 2006-2010 Deliveries Jul. 1995 Airframe Base Year [*CTR] Jul. 2001 Engine Base Year	SA-15 & SA-16
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A.	Aircraft Configuration	
A1.	Aircraft Configuration – 777-323ER WITHDRAWN	SA-31
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6-1162-AKP-071R1	Purchase Obligations	
	Terminated Per AAL-PA-1977-LA-1105595 [*CTR]	PA3219
6-1162-AKP-072R3	Terminated Per AAL-PA-1977-LA-1105595	

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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AAL-PA-1980-LA-1104563	Performance Guarantees for Rights Aircraft	SA-23
AAL-PA-1980-LA-1105629	Advance Payments and Permitted Transactions	SA-25
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[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PA No. 1980 SA-34

**Table 1-8 to
Purchase Agreement No. PA-01980
777-323ER Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	777-300ER	775000 pounds
Engine Model/Thrust:	GE90-115BL	115300 pounds
Airframe Price:		[*CTR]
Optional Features:		[*CTR]
Sub-Total of Airframe and Features:		[*CTR]
Engine Price (Per Aircraft):		[*CTR]
Aircraft Basic Price (Excluding BFE/SPE):		[*CTR]
Buyer Furnished Equipment (BFE) Estimate:		[*CTR]
Seller Purchased Equipment (SPE) Estimate:		[*CTR]
Deposit per Aircraft:		[*CTR]

Detail Specification:		[*CTR]
Airframe Price Base Year/Escalation		
Formula:		[*CTR] ECI-MFG/CPI
Engine Price Base Year/Escalation Formula:	N/A	N/A
Airframe Escalation Data:		
Base Year Index (ECI):		[*CTR]
Base Year Index (CPI):		[*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Exercised Via	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):				
						[*CTR]	[*CTR]	[*CTR] Mos. [*CTR]	[*CTR] Mos. [*CTR]	Total [*CTR]
[*CTR] 2013	1	[*CTR]	31550	SA-28	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	33541	SA-31	[*CTR]	[*CTR]*	[*CTR]**	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31553	SA-31	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	33127	SA-31	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31554	SA-32	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31549	SA-34	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
	6									

* - Amount on hand for this Aircraft prior to SA-31
 ** - Amount adjusted for amount on hand prior to SA-31

For the [*CTR] 2014 Aircraft: Boeing commits to [*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment C to Letter Agreement 6-1162-AKP-110R3 (Model 777)
Information Regarding QADP Rights**

MSN or Item Number	Exercise Date	Delivery Quarter
101789	9/30/10	[*CTR]
31543	SA-20	[*CTR]
101790	3/31/11	[*CTR] SA-21
41668	SA-23	[*CTR]
31548	SA-25	[*CTR]
41669	[*CTR]	[*CTR] SA-27
68870	[*CTR]	[*CTR] SA-21
31553	SA-31	[*CTR] SA-31
33127	SA-31	[*CTR] SA-31
31554	SA-32	[*CTR] SA-32
31549	SA-34	[*CTR] SA-34
101801	[*CTR]	[*CTR]
101790	[*CTR]	[*CTR] SA-29
41669	[*CTR]	[*CTR] SA-27
181031	[*CTR]	[*CTR] SA-29
101798	[*CTR]	[*CTR] SA-31
TBD	[*CTR]	[*CTR] SA-30
68864	[*CTR]	[*CTR] SA-31
71938	[*CTR]	[*CTR] SA-31

Revisions made by SA-34 (in bold-face type above) and incorporated in Revised Attachment C:

- 1) Revised to reflect the Customer's exercise of its QADP rights of the [*CTR] Delivery Aircraft.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement No. 35

to

Purchase Agreement No. 1980

between

The Boeing Company

and

AMERICAN AIRLINES, INC

Relating to Boeing Model 777 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 35, entered into this 13th day of February , 2013, (SA-35) by and between THE BOEING COMPANY, a Delaware corporation with offices in Seattle, Washington, (**Boeing**) and American Airlines, Inc., a Delaware corporation with offices in Fort Worth, Texas, (**Customer**);

RECITALS:

WHEREAS, Boeing and Customer entered into Purchase Agreement No. 1980 dated as of October 31, 1997, as amended and supplemented relating to Boeing Model 777 aircraft (**Purchase Agreement**) (and capitalized terms used herein without definition shall have the meanings specified therefore in such Purchase Agreement); and

WHEREAS, Customer has provided notice to [*CTR] 777-323ER Aircraft ([*CTR] **777-323ER Aircraft**) [*CTR]

NOW THEREFORE, In consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. Table of Contents:

The "Table of Contents" to the Purchase Agreement is deleted in its entirety and a revised "Table of Contents," attached hereto and identified with an "SA-35" legend is substituted in lieu thereof to reflect the changes made by this SA-35.

2. Table 1:

Table 1 entitled "777-200ER Aircraft Delivery, Description, Price and Advance Payments" is deleted in its entirety.

3. Table 1-8

Table 1-8 entitled "777-323ER Aircraft Delivery, Description, Price and Advance Payments" is deleted in its entirety and a revised Table 1-8, attached hereto and identified with an "SA-35" legend is substituted in lieu thereof to [*CTR] **777-323ER Aircraft**.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

EXECUTED IN DUPLICATE as of the day and year first above written.

THE BOEING COMPANY

By: /s/ The Boeing Company

Name: The Boeing Company

Its: Attorney-In-Fact

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Name: American Airlines, Inc.

Its: VP Corporate Development and Treasurer

PA No. 1980

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Signature Page
Boeing Proprietary

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3. Price	1, SA-20
4. Payment	2, SA-20
5. Miscellaneous	2, SA-20
TABLE	SA NUMBER
1. 777-200ER Aircraft Delivery, Description, Price and Advance Payments [*CTR] Deliveries) Jul. [*CTR] Airframe Base Year Jul. [*CTR] Engine Base Year	Original Purchase Agreement, SA-3, SA-17, SA-18, SA-26 & SA-31 SA-35
Terminated	
1-1. 777-200IGW Aircraft Information Table: 1999 Deliveries Jul. 1995 Airframe & Engine Base Year	SA-1
1-2. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe & Engine Base Year	SA-2 & SA-6
1-3. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe Base Year Jul. 1997 Engine Base Year	SA-4, SA-5, SA-6, SA-7 & SA-9
1-4. 777-200IGW Aircraft Information Table: 2000-2001 Deliveries Jul. 1995 Airframe Base Year Jul. 1998 Engine Base Year	SA-5, SA-6 & SA-9
1-5. 777-223IGW Aircraft Information Table: 2001-2002 Deliveries Jul. 1995 Airframe Base Year Jul. 1999 Engine Base Year	SA-10, SA-11, SA-12 & SA-15
1-6. 777-200IGW Aircraft Information Table: 2003 Deliveries Jul. 1995 Airframe Base Year Jul. 1995 Engine Base Year	SA-13
1-7. 777-323ER Aircraft Delivery, Description, Price and Advance Payments (November 2012 – July 2013 Deliveries) Jul. [*CTR] Airframe Base Year	SA-25, SA-26, SA-28, SA-31
1-8. 777-323ER Aircraft Delivery, Description, Price and Advance Payments (December [*CTR] and [*CTR] Deliveries) Jul. [*CTR] Airframe Base Year	SA-35

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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3.	777-223IGW Aircraft Information Table: 2006-2010 Deliveries Jul. 1995 Airframe Base Year [*CTR] Jul. 2001 Engine Base Year	SA-15 & SA-16
 <u>EXHIBIT</u>		 <u>SA NUMBER</u>
A.	Aircraft Configuration	
A1.	Aircraft Configuration – 777-323ER WITHDRAWN	SA-31
A2.	Aircraft Configuration – 777-323ER	SA-28
B.	Aircraft Delivery Requirements and Responsibilities	SA-20
C.	Defined Terms	SA-20
 <u>SUPPLEMENTAL EXHIBITS</u>		 <u>SA NUMBER</u>
AE1.	Escalation Adjustment Airframe and Optional Features - 777-323ER	SA-20
BFE1.	BFE Variables	
BFE1-2.	BFE Variables - 777-323ER	SA-25, SA-26, SA-28
CS1.	Customer Support Variables	
CS1-2	Customer Support Variables - 777-323ER	SA-20
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6-1162-AKP-071R1	Purchase Obligations	
	Terminated Per AAL-PA-1977-LA-1105595	PA3219
6-1162-AKP-072R3	[*CTR]	
	Terminated Per AAL-PA-1977-LA-1105595	
6-1162-AKP-073R1	Accident Claims and Litigation	PA3219
 [*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]		
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AAL-PA-1980-LA-1003346	Aircraft Performance Guarantees - 777-323ER	SA-20
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6-1162-AKP-112	Spares Matters	
6-1162-AKP-113	Model 777 Miscellaneous Commitments	
6-1162-AKP-114R1	Installation of Cabin Systems Equipment	SA-22
AAL-PA-1980-LA-1003493	Installation of Cabin Systems Equipment – 777-323ER	SA-20
6-1162-AKP-115	Component and System Reliability Commitments	
6-1162-AKP-116	Price Adjustment on Rolls-Royce Engines	
6-1162-AKP-117	Delivery Schedule	
6-1162-AKP-118R2	Confidentiality	SA-20
6-1162-AKP-204	Multiple Operating Weight Program Model 777-200IGW Aircraft	SA-6
AAL-PA-1980-LA-1003536R1	Multiple Operating Weight Program, Model 777-323ER Aircraft	SA-21
AAL-PA-1980-LA-1003344	Open Configuration Matters -777-323ER	SA-20
AAL-PA-1980-LA-1104563	Performance Guarantees for Rights Aircraft	SA-23
AAL-PA-1980-LA-1105629	Advance Payments and Permitted Transactions	SA-25
AAL PA 1980-LA-1207588	[*CTR] for Undelivered Aircraft	SA-30
AAL-PA-1980-LA-1208920	Delivery Flexibility for [*CTR] Purchase Rights	SA-30
AAL-LA-1106678	Assignment Matters	SA-33

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PA No. 1980

SA-35

**Table 1-8 to
Purchase Agreement No. PA-01980
777-323ER Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW:	777-300ER	775000 pounds
Engine Model/Thrust:	GE90-115BL	115300 pounds
Airframe Price:	[*CTR]	
Optional Features:	[*CTR]	
Sub-Total of Airframe and Features:	[*CTR]	
Engine Price (Per Aircraft):	[*CTR]	
Aircraft Basic Price (Excluding BFE/SPE):	[*CTR]	
Buyer Furnished Equipment (BFE) Estimate:	[*CTR]	
Seller Purchased Equipment (SPE) Estimate:	[*CTR]	
Deposit per Aircraft:	[*CTR]	

Detail Specification:	[*CTR]	
Airframe Price Base Year/Escalation		
Formula:	[*CTR]	ECI-MFG/CPI
Engine Price Base Year/Escalation		
Formula:	N/A	N/A
Airframe Escalation Data:		
Base Year Index (ECI):	[*CTR]	
Base Year Index (CPI):	[*CTR]	

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Serial Number	Exercised Via	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR] [*CTR]	[*CTR] Mos. [*CTR]	[*CTR] Mos. [*CTR]	Total [*CTR]
[*CTR] 2013	1	[*CTR]	31550	SA-28	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	33541	SA-31	[*CTR]*	[*CTR]**	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31553	SA-31	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	33127	SA-31	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31554	SA-32	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	33523	SA-35	[*CTR]	[*CTR]***	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2014	1	[*CTR]	31549	SA-34	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2015	1	[*CTR]	33524	SA-35	[*CTR]	[*CTR]***	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2015	1	[*CTR]	31480	SA-35	[*CTR]	[*CTR]***	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2016	1	[*CTR]	32439	SA-35	[*CTR]	[*CTR]***	[*CTR]	[*CTR]	[*CTR]
[*CTR] 2016	1	[*CTR]	33538	SA-35	[*CTR]	[*CTR]***	[*CTR]	[*CTR]	[*CTR]

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- * - Amount on hand for this Aircraft prior to SA-31
- ** - Amount adjusted for amount on hand prior to SA-31
- *** - Amount includes deposit on hand prior to SA-35

For the [*CTR] 2014 Aircraft: Boeing commits to [*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PA No. 1980
[*CTR]
[*CTR]

SA-35

PURCHASE AGREEMENT NUMBER 03735

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Relating to Boeing Model 737 MAX Aircraft

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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BOEING PROPRIETARY

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Purchase Agreement No. 03735

between

The Boeing Company

and

American Airlines, Inc.

This Purchase Agreement No. 03735 between The Boeing Company, a Delaware corporation, (**Boeing**) and American Airlines, Inc. (**Customer**) relating to the purchase and sale of Model 737 MAX Aircraft together with all tables, exhibits, supplemental exhibits, letter agreements and other attachments thereto, if any, (**Purchase Agreement**) incorporates the terms and conditions (except as specifically set forth below) of the Aircraft General Terms Agreement Number AGTA-AAL dated October 31, 1997 between the parties, identified as AGTA-AAL (**AGTA**).

1. Quantity, Model and Description.

The aircraft to be delivered to Customer will be designated as Model 737 MAX Aircraft (**Aircraft**). Boeing will manufacture and sell to Customer Aircraft conforming to the configuration described in the applicable Exhibit A in the quantities listed in the applicable Table 1 to the Purchase Agreement.

2. Delivery Schedule.

2.1 The scheduled nominal delivery month for each Aircraft (**Nominal Delivery Month**), as of the Effective Date, is listed in Table 1 of the Purchase Agreement. Additionally, Table 1 to the Purchase Agreement provides [*CTR]. No later than [*CTR] prior to the Nominal Delivery Month of Customer's first Aircraft in each calendar year, Boeing will provide written notice setting forth the applicable month in the [*CTR] which will be the scheduled delivery month (**Scheduled Delivery Month**) for each Aircraft with a Nominal Delivery Month in such calendar year. Such notice will constitute an amendment to Table 1 to the Purchase Agreement. Exhibit B describes certain responsibilities for both Customer and Boeing in order to accomplish the delivery of the Aircraft.

2.2 [*CTR]

2.3 The Scheduled Delivery Month determined in accordance with Article 2.1 herein for each Aircraft shall be used for purposes of applying all provisions of the Purchase Agreement, including without limitation the BFE on-dock dates, and the calculation of Escalation Adjustment.

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3. Price.

3.1 Aircraft Basic Price. The Aircraft Basic Price is listed in the applicable Table 1 (in the base year dollars set forth on such Table 1) and is [*CTR] in accordance with the terms of this Purchase Agreement.

3.2 Advance Payment Base Prices. The Advance Payment Base Prices listed in the applicable Table 1 [*CTR]

4. Payment.

4.1 Boeing acknowledges receipt of a deposit in the amount shown in the applicable Table 1 for each Aircraft (**Deposit**).

4.2 [*CTR]

4.3 [*CTR]

4.4 [*CTR]

5. Additional Terms.

5.1 Aircraft Information Table. The applicable Table 1 consolidates information contained in Articles 1, 2, 3 and 4 with respect to (i) quantity of Aircraft, (ii) applicable Detail Specification, (iii) month and year of scheduled deliveries, (iv) Aircraft Basic Price, (v) applicable escalation factors and (vi) Advance Payment Base Prices and Advance Payments and their schedules.

5.2 [*CTR]

5.3 Buyer Furnished Equipment Variables. Supplemental Exhibit BFE1 contains supplier selection dates, on dock dates and other variables applicable to the Aircraft.

5.4 Customer Support Variables. Information, training, support, materials, data, goods, services and other things furnished by Boeing in support of introduction of the Aircraft into Customer's fleet are described in Supplemental Exhibit CS1. [*CTR]

5.5 Engine Escalation Variables. [*CTR]

5.6 Service Life Policy Component Variables. Supplemental Exhibit SLP1 lists the SLP Components covered by the Service Life Policy for the Aircraft.

5.7 Public Announcement. Boeing may make a public announcement regarding Customer's purchase of the Aircraft only upon prior approval of Boeing's press release by Customer. Customer may make such an announcement at its sole discretion but will use its reasonable efforts to notify Boeing prior to such announcement.

5.8 Negotiated Agreement; Entire Agreement. This Purchase Agreement, including the provisions of Article 8 of the AGTA relating to insurance, and Article 11 of Part 2 of Exhibit C of the AGTA relating to DISCLAIMER AND RELEASE and EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, has been the subject of discussion and negotiation and is understood by the parties; the Aircraft Price and other agreements of the parties stated in this Purchase Agreement were arrived at in consideration of such provisions. This Purchase Agreement, including the AGTA, contains the entire agreement between the parties and supersedes all previous proposals, understandings, commitments or representations whatsoever, oral or written (including but not limited to Letter Agreement AAL-PA-1977-LA-1105601 regarding the "Boeing 737 RE Program" dated July 19, 2011), and may be changed only in writing signed by authorized representatives of the parties.

5.9 Defined Terms. Exhibit C to this Purchase Agreement contains certain defined terms used in the AGTA or elsewhere in this Purchase Agreement. All capitalized terms used in this Purchase Agreement but otherwise defined shall have the meaning set forth in Exhibit C to this Purchase Agreement.

6. Confidentiality. The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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AGREED AND ACCEPTED this

February 1, 2013

Date

THE BOEING COMPANY

/s/ The Boeing Company

Signature

The Boeing Company

Printed name

Attorney-in-Fact

Title

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BOEING PROPRIETARY

AMERICAN AIRLINES, INC.

/s/ American Airlines, Inc.

Signature

American Airlines, Inc.

Printed name

VP Corporate Development and Treasurer

Title

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Table 1 To
Purchase Agreement No. 03735
[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Airframe Model/MTOW: 737-8 159400 pounds Detail Specification: [*CTR]
 Engine Model/Thrust: CFM-LEAP-1B Base Thrust Airframe Price Base Year/Escalation Formula: [*CTR]
 Airframe Price: [*CTR] Engine Price Base Year/Escalation Formula: [*CTR]
 Optional Features: ___ [*CTR]
 Sub-Total of Airframe and Features: [*CTR] Airframe Escalation Data:
 Engine Price (Per Aircraft): [*CTR] Base Year Index (ECI): [*CTR]
 Aircraft Basic Price (Excluding BFE/SPE): ___ [*CTR] Base Year Index (CPI): [*CTR]
 Buyer Furnished Equipment (BFE) Estimate: [*CTR]
 Seller Purchased Equipment (SPE) Estimate: [*CTR]
 Deposit per Aircraft: [*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2017	1	[*CTR]	44446	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	1	[*CTR]	44447	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	1	[*CTR]	44448	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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Table 1 To
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Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2018	1	[*CTR]	44449	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44450 & 44451	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44452 & 44453	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44454 & 44455	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44456 & 44457	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44458 & 44459	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]	44460 & 44461	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

Table 1 To
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[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2018	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]	44462 & 44463	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2018		[*CTR]	44464 & 44465	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2018	2	[*CTR]	44466 & 44467	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	2	[*CTR]	44468 & 44469	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	2	[*CTR]	44470 & 44471	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	2	[*CTR]	44472 & 44473	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	1	[*CTR]	44474	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	2	[*CTR]	44475 & 44476	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019	1	[*CTR]	44477	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2019		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	

**Table 1 To
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[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	44478 & 44479	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]			[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	44480 & 44481	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]			[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	44482	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]			[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	44483 & 44484	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]			[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	44485	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]			[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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Table 1 To
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Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]	44486 & 44487	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	44488	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	44489 & 44490	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	44491	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	44492 & 44493	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	44494 & 44495	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	44496 & 44497	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2020	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	44498 & 44499	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	44500 & 44501	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	44502 & 44503	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	44504	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	44505	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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Table 1 To
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[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2020	2	[*CTR]	44506 & 44507	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	1	[*CTR]	44508	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	2	[*CTR]	44509 & 44510	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	1	[*CTR]	44511	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	2	[*CTR]	44512 & 44513	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	2	[*CTR]	44514 & 44515	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	2	[*CTR]	44516 & 44517	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	

Table 1 To
Purchase Agreement No. 03735
[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2021	2	[*CTR]	44518 & 44519	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	1	[*CTR]	44520	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	44521 & 44522	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2021	1	[*CTR]	44523	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	44524 & 44525	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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Boeing Proprietary

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Table 1 To
Purchase Agreement No. 03735
[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2021	2	[*CTR]	44526 & 44527	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	1	[*CTR]	44528	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	2	[*CTR]	44529 & 44530	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	1	[*CTR]	44531	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	2	[*CTR]	44532 & 44533	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	2	[*CTR]	44534 & 44535	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022	2	[*CTR]	44536 & 44537	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	

Table 1 To
Purchase Agreement No. 03735
[*CTR] 737-8 Aircraft Delivery, Description, Price and Advance Payments

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Manufacturer Serial Number	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
						[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2022	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	44538 & 44539	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	44540	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	44541 & 44542	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	44543	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	44544 & 44545	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2023		[*CTR]		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
Total:	100								

AIRCRAFT CONFIGURATION

between

THE BOEING COMPANY

and

American Airlines, Inc.

Exhibit A to Purchase Agreement Number 03735

AAL-PA-03735-EXA
BOEING PROPRIETARY

Exhibit A, Page 1 of 2

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Exhibit A

AIRCRAFT CONFIGURATION

Dated as of the Effective Date of the Purchase Agreement

relating to

BOEING MODEL 737-8 MAX AIRCRAFT

[*CTR]

AAL-PA-03735-EXA

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Exhibit A, Page 2 of 2

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

between

THE BOEING COMPANY

and

American Airlines, Inc.

Exhibit B to

Purchase Agreement Number 03735

AAL-PA-03735-EXB

BOEING PROPRIETARY

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Exhibit B Page 1 of 6

Exhibit B

AIRCRAFT DELIVERY REQUIREMENTS AND RESPONSIBILITIES

relating to

BOEING MODEL 737 MAX AIRCRAFT

Both Boeing and Customer have certain documentation and approval responsibilities at various times during the construction cycle of Customer's Aircraft that are critical to making the delivery of each Aircraft a positive experience for both parties. This Exhibit B documents those responsibilities and indicates recommended completion deadlines for the actions to be accomplished.

1. GOVERNMENT DOCUMENTATION REQUIREMENTS.

Certain actions are required to be taken by Customer in advance of the scheduled delivery month of each Aircraft with respect to obtaining certain government issued documentation.

1.1 Airworthiness and Registration Documents. Not later than [*CTR] of each Aircraft, Customer will notify Boeing of the registration number to be painted on the side of the Aircraft. In addition, and not later than [*CTR] of each Aircraft, Customer will, by letter to the regulatory authority having jurisdiction, authorize the temporary use of such registration numbers by Boeing during the pre-delivery testing of the Aircraft.

Customer is responsible for furnishing any Temporary or Permanent Registration Certificates required by any governmental authority having jurisdiction to be displayed aboard the Aircraft after delivery.

1.2 Certificate of Sanitary Construction.

1.2.1 U.S. Registered Aircraft. Boeing will obtain from the United States Public Health Service, a United States Certificate of Sanitary Construction to be displayed aboard each Aircraft after delivery to Customer. The above Boeing obligation only applies to commercial passenger-configured aircraft.

1.2.2 Non-U.S. Registered Aircraft. If Customer requires a United States Certificate of Sanitary Construction at the time of delivery of the Aircraft, Customer will give written notice thereof to Boeing at least [*CTR] Boeing will then use commercially reasonable efforts to obtain the Certificate from the United States Public Health Service and present it to Customer at the time of Aircraft delivery. The above Boeing obligation only applies to commercial passenger-configured aircraft.

AAL-PA-03735-EXB

Exhibit B Page 2 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1.3 Customs Documentation.

1.3.1 Import Documentation. If the Aircraft is intended to be exported from the United States, Customer must notify Boeing not later than [*CTR] of each Aircraft of any documentation required by the customs authorities or by any other agency of the country of import.

1.3.2 General Declaration - U.S. If the Aircraft is intended to be exported from the United States, Boeing will prepare Customs Form 7507, General Declaration, for execution by U.S. Customs immediately prior to the ferry flight of the Aircraft. For this purpose, Customer will furnish to Boeing not later than [*CTR] all information required by U.S. Customs and Border Protection, including without limitation (i) a complete crew and passenger list identifying the names, birth dates, passport numbers and passport expiration dates of all crew and passengers and (ii) a complete ferry flight itinerary, including point of exit from the United States for the Aircraft.

If Customer intends, during the ferry flight of an Aircraft, to land at a U.S. airport after clearing Customs at delivery, Customer must notify Boeing not later than [*CTR] of such intention. If Boeing receives such notification, Boeing will provide to Customer the documents constituting a Customs permit to proceed, allowing such Aircraft to depart after any such landing. Sufficient copies of completed Form 7507, along with passenger manifest, will be furnished to Customer to cover U.S. stops scheduled for the ferry flight.

1.3.3 Export Declaration - U.S. If the Aircraft is intended to be exported from the United States following delivery, and (i) Customer is a non-U.S. customer, Boeing will file an export declaration electronically with U.S. Customs and Border Protection (**CBP**), or (ii) Customer is a U.S. customer, it is the responsibility of the U.S. customer, as the exporter of record, to file the export declaration with CBP.

2. Insurance Certificates.

Insurance certificate requirements are defined in Article 8 of the AGTA.

3. NOTICE OF FLYAWAY CONFIGURATION.

3.1 Flyaway Configuration Notice. Not later than [*CTR] of the Aircraft, Customer will provide to Boeing a configuration letter stating the requested "flyaway configuration" of the Aircraft for its ferry flight. This configuration letter should include:

- (i) the name of the company which is to furnish fuel for the ferry flight and any scheduled post-delivery flight training, the method of payment for such fuel, and fuel load for the ferry flight;

AAL-PA-03735-EXB

Exhibit B Page 3 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

- (ii) the cargo to be loaded and where it is to be stowed on board the Aircraft, the address where cargo is to be shipped after flyaway and notification of any hazardous materials requiring special handling; and
- (iii) any BFE equipment to be removed prior to flyaway and returned to Boeing BFE stores for installation on Customer's subsequent Aircraft.

The information contained in such configuration letter may be changed from time to time by the mutual consent of Boeing and Customer

3.2 Ferry Flight Information. Customer will provide to Boeing at least [*CTR] of each Aircraft:

- (i) a complete list of names and citizenship of each crew member and non-revenue passenger who will be aboard the ferry flight; and
- (ii) a complete ferry flight itinerary.

4. DELIVERY ACTIONS BY BOEING.

4.1 Schedule of Inspections. [*CTR]

4.2 Schedule of Demonstration Flights. [*CTR]

4.3 Schedule for Customer's Flight Crew. Boeing will inform Customer of the date that a flight crew is required for acceptance routines associated with delivery of the Aircraft.

4.3.1 [*CTR]

4.3.1 [*CTR]

4.4 [*CTR]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

4.5 [*CTR]

4.6 Delivery Papers, Documents and Data. [*CTR]

4.7 Delegation of Authority. If specifically requested in advance by Customer, Boeing will present a certified copy of a Resolution of Boeing's Board of Directors, designating and authorizing certain persons to act on its behalf in connection with delivery of the Aircraft.

AAL-PA-03735-EXB

Exhibit B Page 4 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5. DELIVERY ACTIONS BY CUSTOMER.

5.1 Aircraft Radio Station License. At delivery Customer will provide its Aircraft Radio Station License (or a written statement of the location of the original license) to be placed on board the Aircraft following delivery.

5.2 Aircraft Flight Log. At delivery Customer will provide the Aircraft Flight Log for the Aircraft.

5.3 Delegation of Authority. Customer will present to Boeing at delivery of the Aircraft an original or certified copy of Customer's Delegation of Authority designating and authorizing certain persons to act on its behalf in connection with delivery of the specified Aircraft.

5.4 TSA Waiver Approval. Customer may be required to have an approved Transportation Security Administration (*TSA*) waiver for the ferry flight depending upon the Customer's en-route stop(s) and destination unless the Customer already has a TSA approved security program in place. Customer is responsible for application for the TSA waiver and obtaining TSA approval. Customer will provide a copy of the approved TSA waiver to Boeing upon arrival at the Boeing delivery center.

5.5 Electronic Advance Passenger Information System. Should the ferry flight of an Aircraft leave the United States, the Department of Homeland Security office requires Customer to comply with the Electronic Advance Passenger Information System (*eAPIS*). Customer needs to establish their own account with US Customs and Border Protection in order to file for departure. A copy of the eAPIS forms is to be provided by Customer to Boeing upon arrival of Customer's acceptance team at the Boeing delivery center.

AAL-PA-03735-EXB

Exhibit B Page 5 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PURCHASE AGREEMENT DEFINITIONS

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

Exhibit C to Purchase Agreement Number 03735

AAL-PA-03735-EXC
BOEING PROPRIETARY

Exhibit C, Page 1 of 7

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PURCHASE AGREEMENT DEFINITIONS

Dated as of the Effective Date of the Purchase Agreement

relating to

BOEING MODEL 737 MAX AIRCRAFT

I. Definitions.

The following terms, when used in capitalized form in this Purchase Agreement, including the AGTA and any exhibits, schedules, attachments, supplements, amendments and letter agreements to this Purchase Agreement, have the following meanings:

Advance Payments means the payments made by Customer in advance of delivery with respect of an Aircraft pursuant to Section 4.2 of the Purchase Agreement.

Advance Payment Base Price has the meaning set forth in Section 2.1.6 of the AGTA.

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

AGTA has the meaning set forth in the recital of the Aircraft General Terms Agreement dated October 31, 1997 between Boeing and Customer.

Aircraft means any or all, as the context requires, of the Boeing Model 737 MAX aircraft described in Section 1 of the Basic Articles to the Purchase Agreement, and as further specified in Table 1, together with the Engines and Parts that are incorporated or installed in or attached to such aircraft.

Aircraft Basic Price has the meaning set forth in Section 2.1.4 of the AGTA.

AAL-PA-03735-EXC

Exhibit C, Page 2 of 7

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Price has the meaning set forth in Section 2.1.7 of the AGTA.

Aircraft Software has the meaning set forth in Part 1 of the Product Assurance Document.

Airframe Escalation Adjustment Document has the meaning set forth in Section 2.1.5 of the AGTA.

Airframe Price has the meaning set forth in Section 2.1.1 of the AGTA.

ATA has the meaning set forth in Section 1 to Part 3 of the Customer Support Document.

Authorized Agent has the meaning set forth in Part 1 of the Product Assurance Document.

Average Direct Hourly Labor Rate has the meaning set forth in Part 1 of the Product Assurance Document.

BFE Provisions Document means the Buyer Furnished Equipment Provisions Document attached to the AGTA as Exhibit A.

Boeing has the meaning set forth in the recital of the AGTA.

Boeing Product has the meaning set forth in Part 1 of the Product Assurance Document.

Buyer Furnished Equipment or **BFE** has the meaning set forth in Section 1.2 of the AGTA.

Correct or **Correction** has the meaning set forth in Part 1 of the Product Assurance Document.

Corrected Boeing Product has the meaning set forth in Part 1 of the Product Assurance Document.

Customer has the meaning set forth in the recital of the AGTA.

[*CTR]

Deposit means the deposit made by Customer in respect of an Aircraft pursuant to Section 4.1 of the Purchase Agreement.

AAL-PA-03735-EXC

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Exhibit C, Page 3 of 7

Detail Specification means the Detail Specification identified in Exhibit A to the Purchase Agreement, as the same is amended from time to time by Boeing and Customer pursuant to Article 4 of the AGTA.

Development Changes has the meaning set forth in Section 4.2 of the AGTA.

Direct Labor has the meaning set forth in Part 1 of the Product Assurance Document.

Direct Materials has the meaning set forth in Part 1 of the Product Assurance Document.

Documents has the meaning set forth in the AGTA, within the first paragraph of section 1 of Part 3 of Exhibit B to the Customer Support Document.

Engine means each of the two engines installed on an Aircraft and identified in Table 1 to the Purchase Agreement, together with any and all Parts incorporated or installed in or attached to each such engine.

Engine Price has the meaning set forth in Section 2.1.3 of the AGTA.

Engine Supplier means the manufacturer of the Engine.

Escalation Adjustment has the meaning set forth in Section 2.1.5 of the AGTA.

Effective Date means the date set forth in the Purchase Agreement (prior to any amendment or supplement) that the Purchase Agreement is agreed to and accepted by Boeing and the Customer.

Excusable Delay has the meaning set forth in Section 7.1 of the AGTA.

FAA means the Federal Aviation Administration of the United States of America and any agency or instrumentality of the United States government succeeding to its functions.

Failed Component has the meaning set forth in Section 1 of Part 3 to the Product Assurance Document.

Failure has the meaning set forth in Section 1 of Part 3 to the Product Assurance Document.

AAL-PA-03735-EXC

Exhibit C, Page 4 of 7

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Federal Aviation Regulations means the regulations promulgated by the FAA from time to time and any official interpretations thereof.

Field Services has the meaning set forth in Section 1 of Part 2 to the Customer Support Document.

Governmental Authority means any federal, state, county, local or foreign governmental entity or municipality or subdivision thereof or any authority, arbitrator, department, commission, board, bureau, body, agency, court or other agency or instrumentality thereof.

Governmental Regulations means: (1) the Type Certificate for the Aircraft; (2) any other certification, license or approval issued or required for the Aircraft by the FAA or any other Governmental Authority having jurisdiction over Boeing or the Aircraft; (3) any other law, rule, order or regulation of the United States Government or any agency or instrumentality thereof, having jurisdiction over the Aircraft or Boeing; (4) all regulations and official interpretations of the certification, license, or approval requirements described in (1), (2) and (3) above; and (5) all airworthiness directives issued by the FAA.

Interface Problem has the meaning set forth in Section 1 of Part 5 of the Product Assurance Document.

Manufacturer Change has the meaning set forth in Section 3.2.1 of the AGTA.

Operator Changes has the meaning set forth in Section 3.3.1 of the AGTA.

Optional Features means those Parts identified as optional features in the Detail Specification.

Optional Features Prices has the meaning set forth in Section 2.1.2 of the AGTA.

Parts means any and all appliances, parts, instruments, appurtenances, accessories, furnishings, and other equipment or property of whatever nature incorporated or installed in or attached to an Aircraft upon delivery or otherwise (as applicable) pursuant to the Purchase Agreement.

Performance Guarantees has the meaning set forth in Section 5.4 of the AGTA.

AAL-PA-03735-EXC

Exhibit C, Page 5 of 7

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Person means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

Policy has the meaning set forth in Section 1 of Part 3 of the Product Assurance Document.

Product Assurance Document means the Product Assurance Document attached to the AGTA as Exhibit C.

Proprietary Information has the meaning set forth in Section 1 of Part 5 to the Customer Support Document.

Proprietary Materials has the meaning set forth in Section 1 of Part 5 to the Customer Support Document.

Purchase Agreement means Purchase Agreement No. 03735, of even date herewith, between Boeing and Customer for the purchase of the Aircraft, including, without limitation, the AGTA and any exhibits, schedules, attachments, supplements, amendments and letter agreements to such Purchase Agreement.

Scheduled Delivery Month means, with respect to an Aircraft, the scheduled month and year of delivery for such Aircraft as set forth in Section 2 of the Purchase Agreement.

Seller Furnished Equipment or **SFE** means those Parts incorporated or installed in, or attached to, the Aircraft by Boeing and designated as “seller furnished equipment.”

Seller Purchased Equipment or **SPE** means those Parts incorporated or installed in, or attached to, the Aircraft by Boeing and designated as “seller purchased equipment.”

SLP Component has the meaning set forth in Section 1 of Part 3 of Product Assurance Document.

Standard Airworthiness Certificate means a standard airworthiness certificate for transport category aircraft applicable to an Aircraft issued by the FAA pursuant to Part 21 of the Federal Aviation Regulations (or any successor regulations).

Stipulated Rate has the meaning set forth in Section 1.3 of Letter Agreement No. AAL-PA-03735-LA-1106671 entitled “Miscellaneous Commitments for Boeing Model 737 MAX Aircraft”.

AAL-PA-03735-EXC

Exhibit C, Page 6 of 7

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Supplemental Agreement means a written, signed agreement of the parties that amends, modifies or otherwise revises (but does not replace) the Purchase Agreement.

Suppliers has the meaning set forth in Section 1 of Part 4 of the Product Assurance Document.

Supplier Product has the meaning set forth in Part 1 of the Product Assurance Document.

Taxes has the meaning set forth in Section 2.2 of the AGTA.

Type Certificate means a type certificate for transport category aircraft issued by the FAA pursuant to Part 21 of the Federal Aviation Regulations or any successor regulation.

Warranty Inspections has the meaning set forth in Part 1 of the Product Assurance Document.

II. Interpretive Provisions.

When reference is made to an article, section, attachment, exhibit, schedule or supplement of the "AGTA" or a "Purchase Agreement" without further reference to a particular letter agreement, attachment, exhibit, schedule or supplement thereto, such reference shall be deemed to be a reference to the main text of the AGTA or such Purchase Agreement, respectively.

AAL-PA-03735-EXC

Exhibit C, Page 7 of 7

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

**Supplemental Exhibit AE1
to Purchase Agreement Number 03735**

AAL-PA-03735-EXAE1
Supp. Exhibit AE1

Page 1 of 5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

relating to

BOEING MODEL 737 MAX AIRCRAFT

1. Formula.

[*CTR]

Note:

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]

2. Values to be Utilized in the Event of Unavailability.

- 2.1 [*CTR]
- 2.2 [*CTR]
- 2.3 [*CTR]
- 2.4 [*CTR]

Note:

- (i) [*CTR]
- (ii) [*CTR]

AAL-PA-03735-EXAE1

Supp. Exhibit AE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BUYER FURNISHED EQUIPMENT VARIABLES

between

THE BOEING COMPANY

and

American Airlines, Inc.

Supplemental Exhibit BFE1

to Purchase Agreement Number 03735

AAL-PA-03735-BFE1

Supp. Exhibit BFE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Page 1 of 3

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737-8 MAX AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

[*CTR]

1. Supplier Selection.

Customer will:

(a) Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

* [*CTR]

** [*CTR]

(b) [*CTR]

2. On-dock Dates and Other Information.

[*CTR]

3. Additional Delivery Requirements—Import.

[*CTR]

AAL-PA-03735-BFE1

Supp. Exhibit BFE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

CUSTOMER SUPPORT VARIABLES

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

**Supplemental Exhibit CS1
to Purchase Agreement Number 03735**

AAL-PA-03735-CS1
Supp. Exhibit CS1

Page 1 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

CUSTOMER SUPPORT VARIABLES

relating to

BOEING MODEL 737-8 MAX AIRCRAFT

Customer and Boeing will conduct planning conferences approximately [*CTR] or as mutually agreed, in order to develop and schedule a customized Customer Support Program to be furnished by Boeing in support of the Aircraft.

1. Maintenance Training.

- 1.1 [*CTR]
- 1.2 [*CTR]
- 1.3 [*CTR]
- 1.4 [*CTR]
- 1.5 [*CTR]

1.6 Training materials will be provided to each student. In addition, [*CTR] of training materials as used in Boeing's training program, including [*CTR] will be provided for use in Customer's own training program.

2. Flight Training.

- 2.1 [*CTR]

2.2 Training materials will be provided to each student. In addition, [*CTR] of training materials as used in Boeing's training program, including [*CTR] will be provided for use in Customer's own training program.

3. Planning Assistance.

3.1 Maintenance Engineering. Notwithstanding anything in Exhibit B to the AGTA seemingly to the contrary, Boeing will provide the following Maintenance Engineering support:

3.1.1 Maintenance Planning Assistance. Upon request, Boeing will provide [*CTR] to assist with maintenance program development and to provide consulting related to maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3.1.2 ETOPS Maintenance Planning Assistance. Upon request, Boeing will provide [*CTR] to assist with the development of their ETOPS maintenance program and to provide consultation related to ETOPS maintenance planning. Consultation with Customer will be based on ground rules and requirements information provided in advance by the Customer.

3.1.3 GSE/Shops/Tooling Consulting. Upon request, Boeing will provide consulting and data for ground support equipment, maintenance tooling and requirements for maintenance shops. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.1.4 Maintenance Engineering Evaluation. Upon request, Boeing will provide [*CTR] to evaluate Customer's maintenance and engineering organization for conformance with industry best practices. The result of which will be documented by Boeing in a maintenance engineering evaluation presentation. Customer will be provided with a copy of the maintenance engineering evaluation presentation. Consultation with Customer will be based on ground rules and requirements information provided in advance by Customer.

3.2 Spares.

- (i) Recommended Spares Parts List (RSPL). A customized RSPL, data and documents will be provided to identify spare parts required for Customer's support program.
- (ii) Illustrated Parts Catalog (IPC). A customized IPC in accordance with ATA 100 will be provided.
- (iii) Provisioning Training. Provisioning training will be provided for Customer's personnel at Boeing's facilities, where documentation and technical expertise are available. Training is focused on the initial provisioning process and calculations reflected in the Boeing RSPL.
- (iv) Spares Provisioning Conference. A provisioning conference will be conducted, normally at Boeing's facilities where technical data and personnel are available.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4. Technical Data and Documents.

The following will be provided in mutually agreed formats (the format of the data to be discussed with Customer [*CTR] quantities:

4.1 Flight Operations.

Airplane Flight Manual
Operations Manual
[*CTR]
Weight and Balance Manual
Dispatch Deviation Procedures Guide
Flight Crew Training Manual
Performance Engineer's Manual
Fault Reporting Manual
FMC Supplemental Data Document
Operational Performance Software
ETOPS Guide Vol. III

4.2 Maintenance.

Aircraft Maintenance Manual
Wiring Diagram Manual
Systems Schematics Manual
Fault Isolation Manual
Structural Repair Manual
[*CTR]
Standard Overhaul Practices Manual
Standard Wiring Practices Manual
Non-Destructive Test Manual
Service Bulletins and Index
Corrosion Prevention Manual
[*CTR]
Power Plant Buildup Manual
Combined Index
[*CTR]
All Operators Letters
Structural Item Interim Advisory and Index
Service Letters [*CTR]
Maintenance Tips
Production Management Data Base (**PMDB**)
[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4.3 Maintenance Planning.

Maintenance Planning Data Document
Maintenance Task Cards and Index
Maintenance Inspection Intervals Report

4.4 Spares.

Illustrated Parts Catalog
Standards Books

4.5 Facilities and Equipment Planning.

Facilities and Equipment Planning Document
Special Tool & Ground Handling Equipment Drawings & Index
Supplementary Tooling Documentation
Illustrated Tool and Equipment Manual
Aircraft Recovery Document
Airplane Characteristics for Airport Planning Document
Aircraft Rescue and Firefighting Document
Engine Handling Document
[*CTR]
ETOPS Guide Vols. I & II

4.6 Supplier Technical Data.

[*CTR]

4.7 Fleet Statistical Data and Reporting

Fleet Message and Fault Data views, charts, and reports

5. Aircraft Information.

5.1 **Aircraft Information** is defined as that data provided by Customer to Boeing which falls into one of the following categories: (i) aircraft operational information (including, but not limited to, flight hours, departures, schedule reliability, engine hours, number of aircraft, aircraft registries, landings, and daily utilization and schedule interruptions for Boeing model aircraft); (ii) summary and detailed shop findings data; (iii) aircraft readiness log data; (iv) non-conformance reports; (v) line maintenance data; (vi) airplane message data, (vii) scheduled maintenance data; (viii) service bulletin incorporation; and (ix) aircraft data generated or received by equipment installed on Customer's aircraft in analog or digital form including but not limited to information regarding the state, condition, performance, location, setting, or path of the aircraft and associated systems, sub-systems and components.

5.2 License Grant. [*CTR]

For purposes of this article, Boeing is defined as The Boeing Company and its wholly owned subsidiaries.

5.3 [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

**Supplemental Exhibit EE1
to Purchase Agreement Number 03735**

AAL-PA-03735-EE1

Supp. Exhibit EE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Page 1 of 8

[*CTR]

relating to

BOEING MODEL 737 MAX AIRCRAFT

1. ENGINE ESCALATION.

[*CTR]

2. ENGINE WARRANTY AND PRODUCT SUPPORT PLAN.

[*CTR]

2.1 Title. [*CTR]

2.2 Patents.

2.2.1 [*CTR]

2.2.2 [*CTR]

2.2.3 [*CTR]

2.3 Initial Warranty. [*CTR]

2.4 Warranty Pass-On.

2.4.1 [*CTR]

2.4.2 [*CTR]

2.4.3 [*CTR]

2.5 New Engine Warranty.

2.5.1 [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

2.5.2 [*CTR]

(i) [*CTR]

(ii) [*CTR]

2.6 New Parts Warranty. [*CTR]

2.6.1 [*CTR]

2.7 [*CTR]

2.8 Ultimate Life Warranty.

2.8.1 [*CTR]

AAL-PA-03735-EE1

Supp. Exhibit EE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]
- (vii) [*CTR]
- 2.8.2 [*CTR]

2.9 Campaign Change Warranty.

- 2.9.1 [*CTR]

Engines and Modules

- (i) [*CTR]
- (ii) [*CTR]
- 2.9.2 [*CTR]
- 2.9.3 [*CTR]

2.10 Limitations. [*CTR]

2.11 Indemnity and Contribution.

- 2.11.1 [*CTR]
- 2.11.2 [*CTR]

AAL-PA-03735-EE1

Supp. Exhibit EE1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

TABLE 1*
[*CTR]
[*CTR]

[*CTR]

AAL-PA-03735-EE1
Supp. Exhibit EE1
BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

between

THE BOEING COMPANY

and

AMERICAN AIRLINES, INC.

**Supplemental Exhibit SLP1
to Purchase Agreement Number 03735**

AAL-PA-03735-SLP1
Supp. Exhibit SLP1

Page 1 of 5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

relating to

BOEING MODEL 737 MAX AIRCRAFT

This is the listing of SLP Components for the Aircraft which relate to Part 3, Boeing Service Life Policy of Exhibit C, Product Assurance Document to the AGTA and is a part of Purchase Agreement No. 03735.

1. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]
- (vii) [*CTR]
- (viii) [*CTR]
- (ix) [*CTR]
- (x) [*CTR]
- (xi) [*CTR]

2. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]
- (vii) [*CTR]
- (viii) [*CTR]
- (ix) [*CTR]
- (x) [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]

4. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]

5. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]

6. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]
- (vii) [*CTR]
- (viii) [*CTR]
- (ix) [*CTR]
- (x) [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

7. [*CTR]

- (i) [*CTR]
- (ii) [*CTR]
- (iii) [*CTR]
- (iv) [*CTR]
- (v) [*CTR]
- (vi) [*CTR]

NOTE:[*CTR]

AAL-PA-03735-SLP1
Supp. Exhibit SLP1

Page 4 of 5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106648

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Special Matters
Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-8 MAX aircraft

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Credit Memoranda.

Basic Credit Memorandum. [*CTR]

1.1 [*CTR]

1.2 [*CTR]

1.3 [*CTR]

1.4 [*CTR]

2. Other Credit Memoranda Terms.

2.1 [*CTR]

2.2 [*CTR]

3. Economic Considerations for the Substitute Aircraft.

If Customer substitutes an Aircraft pursuant to Letter Agreement No. AAL-PA-03735-LA-1106652 entitled "Aircraft Model Substitution", then at delivery of each Substitute Aircraft Boeing agrees to provide Customer with the following credit memoranda:

AAL-PA-03735-LA-1106648

Special Matters

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]

[*CTR]

4. FAA Manufacturer Changes.

[*CTR]

5. FAA Operator Changes.

[*CTR]

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing.

7. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

AAL-PA-03735-LA-1106648

Special Matters

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106648

Special Matters

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106649

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*CTR]

[*CTR] Boeing and Customer agree to the following terms and conditions:

1.1 [*CTR]

1.1.1 [*CTR]

1.1.2 [*CTR]

1.1.3 [*CTR]

2. [*CTR]

2.1 [*CTR]

2.2 [*CTR]

3. [*CTR]

3.1 [*CTR]

3.2 [*CTR]

AAL-PA-03735-LA-1106649

[*CTR]

Page 1 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



4. Confidential Treatment.

The information contained herein represents confidential business arrangements and has value precisely because it is not available generally or to other parties. By receiving this Letter Agreement, Customer and Boeing agree to limit the disclosure of its contents (including the existence of this Letter Agreement) to their respective employees and professional advisers with a need to know the contents for purposes of helping either party evaluate or implement the terms of the Letter Agreement, and who understand they are not to disclose its contents to any other person or entity without the prior written consent of the other party.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: FEBRUARY 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106649

[*CTR]

Page 2 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106650

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of the AGTA. This Letter Agreement modifies certain terms and conditions of the AGTA and the Purchase Agreement with respect to the Aircraft.

1. [*CTR]

[*CTR]

[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]
[*CTR]	[*CTR]	[*CTR]

2. [*CTR]

[*CTR]

AAL-PA-03735-LA-1106650

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3. Confidentiality.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

4. Assignment.

4.1 Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing,][except to the extent permissible under the terms of the AGTA.

4.2 [*CTR]

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

AAL-PA-03735-LA-1106650

[*CTR]

LA Page 2 of 4

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106650

[*CTR]

BOEING PROPRIETARY

LA Page 3 of 4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106651

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Right to Purchase [*CTR].

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Table 1 to the Purchase Agreement as of the date of execution of this Letter Agreement, [*CTR].

2. Delivery.

The number of [*CTR] is listed in Attachment A to this Letter Agreement. No later than [*CTR] in each calendar year, Boeing will provide written notice setting forth [*CTR] with a Nominal Delivery Month in such calendar year. Such notice will constitute an amendment to Attachment A

3. Configuration.

3.1 Subject to the provisions of Section 3.2, below, the configuration for the [*CTR] will be the Detail Specification for the Aircraft at the revision level in effect at the time of Limited Scope Supplemental Agreement (as defined in Section 7). Such Detail Specification will be revised to include:

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

AAL-PA-03735-LA-1106651

[*CTR]

BOEING PROPRIETARY

Page 1 of 4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3.2 Boeing reserves the right to configure the [*CTR] starting from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Section 3.1.

4. Price.

4.1 The [*CTR] Aircraft Basic Price for each of the [*CTR] are identified in Attachment A to this Letter Agreement.

4.2 The [*CTR] Aircraft Basic Price for each of the [*CTR] shall be [*CTR]

4.3 The Advance Payment Base Price shall be developed in accordance with the terms of the Purchase Agreement and determined at the time of Limited Scope Supplemental Agreement.

5. Payment.

5.1 [*CTR]

5.2 [*CTR]

5.3 [*CTR]

6. [*CTR].

[*CTR]

7. Limited Scope Supplemental Agreement.

[*CTR]

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing.

9. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106651

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106651

[*CTR]

BOEING PROPRIETARY

Page 3 of 4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106651
[*CTR] 737-8 [*CTR] Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW: 737-8 159400 pounds **Detail Specification:** [*CTR]
Engine Model/Thrust: CFM-LEAP-1B Base Thrust **Airframe Price Base Year/Escalation Formula:** [*CTR]
Airframe Price: [*CTR] **Engine Price Base Year/Escalation Formula:** [*CTR]
Optional Features: ___[*CTR]
Sub-Total of Airframe and Features: [*CTR] **Airframe Escalation Data:**
Engine Price (Per Aircraft): [*CTR] **Base Year Index (ECI):** [*CTR]
Aircraft Basic Price (Excluding BFE/SPE): ___[*CTR] **Base Year Index (CPI):** [*CTR]
Buyer Furnished Equipment (BFE) Estimate: [*CTR]
Seller Purchased Equipment (SPE) Estimate: [*CTR]
Deposit per Aircraft: [*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR] -2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106651
[*CTR] 737-8 [*CTR] Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[-2021]	1	[-2021]	[-2021]	[-2021]	[-2021]	[-2021]	[-2021]	[-2021]
[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]	1	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]	1	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
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[-2022]		[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
[-2022]	1	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]	[-2022]
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[*CTR] -2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2023		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2023		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2023		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR] -2023	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR] -2024	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2024		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106651
[*CTR] 737-8 [*CTR] Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR] -2024	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[-2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[-2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[-2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106651
[*CTR] 737-8 [*CTR] Delivery, Description, Price and Advance Payments**

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					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR] -2025		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
Total:	60							

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AAL-PA-03735-LA-1106652

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Aircraft Model Substitution

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[*CTR]

1. Definitions.

Firm Aircraft, for purposes of this Letter Agreement, means the Boeing model 737-8 aircraft identified on Table 1 to the Purchase Agreement (as may be amended from time to time) or any [*CTR].

[*CTR]

Substitute Aircraft means any aircraft which Customer has designated, pursuant to Section 2 hereof, to be delivered in lieu of a Firm Aircraft or [*CTR].

2. Customer's Written Notice.

Customer shall provide written notice (**Substitution Notice**) of its intention to substitute the purchase of an Aircraft [*CTR] with the purchase of a Substitute Aircraft

(i) [*CTR]

(ii) [*CTR]

[*CTR]

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3. Boeing's Production Capability.

3.1 [*CTR]

3.2 [*CTR]

3.3 [*CTR]

4. [*CTR]

[*CTR]

5. Supplemental Agreement.

[*CTR]

6. Price and Advance Payments.

6.1 The Airframe Price for the 737-7 and 737-9 are set forth in Attachment A and Attachment B, respectively, hereto. [*CTR]

6.2 [*CTR]

6.3 [*CTR]

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

8. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

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Aircraft Model Substitution

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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Aircraft Model Substitution
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**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-7 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW: 737-7 138200 pounds
Engine Model/Thrust: CFM-LEAP-1B Base Thrust
Airframe Price: [*CTR]
Optional Features: [*CTR]
Sub-Total of Airframe and Features: [*CTR]
Engine Price (Per Aircraft): [*CTR]
Aircraft Basic Price (Excluding BFE/SPE): [*CTR]
Buyer Furnished Equipment (BFE) Estimate: [*CTR]
Seller Purchased Equipment (SPE) Estimate: [*CTR]
Deposit per Aircraft: [*CTR]

Detail Specification: [*CTR]
Airframe Price Base Year/Escalation Formula: [*CTR]
Engine Price Base Year/Escalation Formula: [*CTR]
Airframe Escalation Data:
Base Year Index (ECI): [*CTR]
Base Year Index (CPI): [*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
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[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

**Attachment A To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-7 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2023		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
Total:	66							

**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Airframe Model/MTOW: 737-9 168200 pounds
Engine Model/Thrust: CFM-LEAP-1B Base Thrust
Airframe Price: [*CTR]
Optional Features: [*CTR]
Sub-Total of Airframe and Features: [*CTR]
Engine Price (Per Aircraft): [*CTR]
Aircraft Basic Price (Excluding BFE/SPE): [*CTR]
Buyer Furnished Equipment (BFE) Estimate: [*CTR]
Seller Purchased Equipment (SPE) Estimate: [*CTR]
Deposit per Aircraft: [*CTR]

Detail Specification: [*CTR]
Airframe Price Base Year/Escalation Formula: [*CTR]
Engine Price Base Year/Escalation Formula: [*CTR]
Airframe Escalation Data:
Base Year Index (ECI): [*CTR]
Base Year Index (CPI): [*CTR]

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2019		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

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					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2019	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2020		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment B To
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Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2020	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2021		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

Delivery Date	Number of Aircraft	Escalation Factor (Airframe)	Nominal Delivery Month?	Escalation Estimate Adv Payment Base Price Per A/P	Advance Payment Per Aircraft (Amts. Due/Mos. Prior to Delivery):			
					[*CTR]	[*CTR]	[*CTR]	Total [*CTR]
[*CTR]-2021	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]

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**Attachment B To
Letter Agreement No. AAL-PA-03735-LA-1106652
[*CTR] 737-9 Substitution Aircraft Delivery, Description, Price and Advance Payments**

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[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	1	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022	2	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2022		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
[*CTR]-2023		[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]	[*CTR]
Total:	66							

AAL-PA-03735 62363-1F.TXT

Boeing Proprietary

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106654

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: AGTA Matters

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. AGTA Basic Articles.

1.1.1 Article 2.1.1, "Airframe Price," of the basic articles of the AGTA is revised to read as follows: **Airframe Price** is defined as the price of the airframe for a specific model of Aircraft described in a Purchase Agreement. [*CTR]

1.1.2 Article 2.1.3, "Engine Price" of the basic articles of the AGTA is revised to read as follows: **Engine Price** is defined as the price set by the Engine Supplier for a specific Engine to be installed on the model of Aircraft described in a Purchase Agreement [*CTR]

1.1.3 Article 2.1.5, "Escalation Adjustment" of the basic articles of the AGTA is revised to read as follows: "**Escalation Adjustment** is defined as the aggregate price adjustment to the Airframe Price (which includes the basic engine price for Models [*CTR]) and the Optional Features Prices resulting from the calculation using the economic price formula contained in the Airframe and Optional Features Escalation Adjustment supplemental exhibit to the applicable purchase agreement. The price adjustment to the Engine Price for all other models of aircraft will be calculated using the economic price formula in the Engine Escalation Adjustment supplemental exhibit to the applicable purchase agreement."

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AGTA Matters

LA Page 1 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



1.1.4 Article 9.2, "Assignment in Connection with Aircraft Financing", is revised to read as follows:

"9.2 [*CTR]

2. Appendices to the AGTA.

2.1 In Appendix I, entitled "SAMPLE Insurance Certificate", the Combined Single Limit Bodily Injury and Property Damage: U.S. Dollars (\$) any one occurrence each Aircraft (with aggregates as applicable) is added for the 737-7, 737-8, and 737-9 in [*CTR]

2.2 Appendix II, entitled "Purchase Agreement Assignment" is hereby deleted in its entirety and replaced with the attached Revised Appendix II.

2.3 Appendix III, entitled "Manufacturer's Consent and Agreement to Assignment of Warranties" is hereby deleted in its entirety and replaced with the attached Revised Appendix III.

3. Exhibit C to the AGTA, "Product Assurance Document".

Solely for purposes of the Purchase Agreement, 737-7, 737-8, and 737-9 are added to the [*CTR] column in the table set forth in the existing Article 3.1 of Part 2 of Exhibit C to the AGTA.

4. [*CTR]

[*CTR]

5. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106654
AGTA Matters

LA Page 2 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106654
AGTA Matters

LA Page 3 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

PURCHASE AGREEMENT ASSIGNMENT

[]

MSN []

This PURCHASE AGREEMENT ASSIGNMENT, dated as of [], between AMERICAN AIRLINES, INC., a Delaware corporation (together with its successors and permitted assigns, the "Assignor"), and [], a [] (the "Assignee").

[*CTR]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

AMERICAN AIRLINES, INC.

By _____
Name:
Title:

, not in its individual capacity but solely as
Owner Trustee

By _____
Name:
Title:

PURCHASE AGREEMENT ASSIGNMENT (MSN [*])

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

CONSENT AND AGREEMENT

[]

Manufacturer's Serial No. []

The undersigned, **THE BOEING COMPANY**, a Delaware corporation, hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment [] dated as of [,] between the Assignee and the Assignor (herein called the "Assignment", the defined terms therein being hereinafter used with the same meaning) as it relates to the Aircraft and the Manufacturer and hereby confirms to the Assignee that:

[*CTR]

Dated as of , 20

THE BOEING COMPANY

By

Name:
Title: Attorney-in-Fact

MSN

PURCHASE AGREEMENT ASSIGNMENT (MSN)

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**MANUFACTURER’S CONSENT AND AGREEMENT TO
ASSIGNMENT OF WARRANTIES**

BOEING MODEL MSN

Reference is made to (i) Purchase Agreement No. [], dated as of [] (as amended, modified and supplemented, the “**Purchase Agreement**”), between **THE BOEING COMPANY**, a Delaware corporation (the “**Manufacturer**”), and **AMERICAN AIRLINES, INC.**, a Delaware corporation (“**American**”), which Purchase Agreement incorporates the provisions of the Aircraft General Terms Agreement, dated as of October 31, 1997 (the “**AGTA**”), between the Manufacturer and American and (ii) the Boeing [model] [type] aircraft bearing Manufacturer’s serial number [] and U.S. Registration No. N[] (the “**Aircraft**”). [*CTR]

[*CTR]

Appendix III to AGTA,
FORM OF PURCHASE AGREEMENT ASSIGNMENT (), Page 4 of 5

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Dated: _____, 20

THE BOEING COMPANY

By: _____
Name: _____
Title: _____
MSN _____

Accepted and Agreed:

AMERICAN AIRLINES, INC.

By: _____
Name: _____
Title: _____

[Name of Security Trustee],
as Security Trustee

By: _____
Name: _____
Title: _____

Appendix III to AGTA,
FORM OF PURCHASE AGREEMENT ASSIGNMENT (_____), Page 5 of 5

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]

SCHEDULE A

Account Information

Account Bank: [*]
Swift Code: [*]
ABA/Fedwire: [*]
Account Number: [*]
Ref: [*]

Appendix III to AGTA,
FORM OF PURCHASE AGREEMENT ASSIGNMENT (), Page 6 of 5
Schedule A, Account Information

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106655

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Open Configuration Matters

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Aircraft Configuration.

1.1 Initial Configuration. The initial configuration of Customer's Model 737-8 MAX Aircraft has been defined by Boeing Model 737-8 MAX basic specification as described in Article 1 and Exhibit A of the Purchase Agreement. [*CTR]

1.2 Final Configuration Schedule. [*CTR]

1.2.1 [*CTR]

1.2.2 [*CTR]

2. Amendment of the Purchase Agreement.

Within [*CTR] following Final Configuration, Boeing and Customer will execute a written amendment to the Purchase Agreement which will reflect the following:

2.1 Changes applicable to the basic Model 737-8 MAX aircraft which are developed by Boeing between the date of signing of the Purchase Agreement and the Final Configuration date.

2.2 Incorporation into Exhibit A of the Purchase Agreement, by written amendment, those Optional Features which have been agreed to by Customer and Boeing pursuant to Article 1.2 above (**Customer Configuration Changes**);

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Open Configuration Matters
BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



2.3 Revisions to the Supplemental Exhibit BFE1 to reflect the selection dates and on-dock dates of BFE;

2.4 [*CTR]

2.5 [*CTR]

2.5.1 [*CTR]

2.5.2 [*CTR]

Figure 1

[*CTR]
[*CTR]

[*CTR]
[*CTR]

3. Other Letter Agreements.

3.1 [*CTR]

3.1.1 [*CTR]

3.1.2 [*CTR]

3.1.3 [*CTR]

AAL-PA-03735-LA-1106655
Open Configuration Matters
BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



4. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

AAL-PA-03735-LA-1106655

Open Configuration Matters

BOEING PROPRIETARY

Page 3 of 4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106655

Open Configuration Matters

BOEING PROPRIETARY

Page 4 of 4

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106656

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. [*CTR]
 - 1.1 [*CTR]
 - 1.2 [*CTR]
 - 1.3 [*CTR]

2. [*CTR]
 - [*CTR]

3. [*CTR]
 - [*CTR]

4. Confidentiality.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106656
[*CTR]
BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106656

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106657

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachment. The Attachment sets forth [*CTR] for 787-7. [*CTR]. Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered prior to Customer [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106657

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106657

[*CTR]

BOEING PROPRIETARY

Page 2 of 2

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	AIRCRAFT CONFIGURATION
4	GUARANTEE CONDITIONS
5	GUARANTEE COMPLIANCE
6	EXCLUSIVE GUARANTEES

P.A. No. 03735, AAL-PA-03735-LA-1106657
AERO-B-BBA4-M12-0764
BOEING PROPRIETARY

Attachment, Page 1 of 11
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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the [*CTR]) are applicable [*CTR]

2 FLIGHT PERFORMANCE

2.1 Mission

2.1.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (representative [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout
Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach
and Landing
Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.1.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]
The takeoff gross weight is not limited by the airport conditions.
Maximum takeoff thrust is used for the takeoff.
The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR].

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
Taxi-Out: [*CTR]
Takeoff and Climbout Maneuver: [*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.1.3 **Operational Empty Weight Basis**

The mission guarantees of Paragraphs 2.1.1 and 2.1.2 are based on an Operational Empty Weight (OEW) that includes the customer changes in Paragraph 2.1.4 and the Standard and Operational items of Paragraph 2.1.5.

P.A. No. 03735, AAL-PA-03735-LA-1106657
AERO-B-BBA4-M12-0764
BOEING PROPRIETARY

Attachment, Page 5 of 11
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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.1.5 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel			[*CTR]	
Oil			[*CTR]	
Additional Engine Fluids			[*CTR]	
Oxygen Equipment			[*CTR]	
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment			[*CTR]	
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts			[*CTR]	
Operational Items Allowance				[*CTR]
Crew and Crew Baggage			[*CTR]	
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts			[*CTR]	
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]		[*CTR]	
Potable Water [*CTR]			[*CTR]	
Waste Tank Disinfectant			[*CTR]	
Emergency Equipment			[*CTR]	
Escape Slides - Forward	[*CTR]	[*CTR]		
Escape Slides - Aft	[*CTR]	[*CTR]		
Life Vests - Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification **TBD** (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.3 [*CTR]

4.4 [*CTR]

4.5 [*CTR]

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Section 2 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 [*CTR]

5.3 [*CTR]

5.4 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.5 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.



AAL-PA-03735-LA-1106663

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachment. The Attachment sets forth [*CTR] for 787-8. [*CTR]. Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered prior to Customer [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106663

[*CTR]
BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106663

[*CTR]

BOEING PROPRIETARY

Page 2 of 2

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
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4	GUARANTEE CONDITIONS
5	GUARANTEE COMPLIANCE
6	EXCLUSIVE GUARANTEES

P.A. No. 03735, AAL-PA-03735-LA-1106663
AERO-B-BBA4-M12-0761

Attachment, Page 1 of 11
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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the “[*CTR]”) are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 Mission

2.1.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (representative of a [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length:

The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff:

[*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:

[*CTR]

Climb:

[*CTR]

Cruise:

[*CTR]

Descent:

[*CTR]

Approach and Landing Maneuver:

[*CTR]

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

[*CTR]

Takeoff and Climbout Maneuver:

[*CTR]

Approach and Landing Maneuver:

[*CTR]

Taxi-In (shall be consumed from the reserve fuel):

[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

2.1.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

GUARANTEE: [*CTR]

Conditions and operating rules:

Stage Length:

The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Block Fuel:

The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff:

[*CTR]

The takeoff gross weight is not limited by the airport conditions.

Maximum takeoff thrust is used for the takeoff.

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver:

[*CTR]

Climb:

[*CTR]

Cruise:

[*CTR]

Descent:

[*CTR]

Approach and Landing Maneuver:

[*CTR]

Fixed Allowances:

For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:

[*CTR]

Takeoff and Climbout Maneuver:

[*CTR]

Approach and Landing Maneuver:

[*CTR]

Taxi-In (shall be consumed from the reserve fuel):

[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.1.3 Operational Empty Weight Basis

The mission guarantees of Paragraphs 2.1.1 and 2.1.2 are based on an Operational Empty Weight (OEW) that includes the customer changes in Paragraph 2.1.4 and the Standard and Operational items of Paragraph 2.1.5.

P.A. No. 03735, AAL-PA-03735-LA-1106663
AERO-B-BBA4-M12-0761

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2.1.4 [*CTR]

[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]
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[*CTR] [*CTR]
[*CTR] [*CTR]
[*CTR] [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.1.5 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Additional Engine Fluids				[*CTR]
Oxygen Equipment				[*CTR]
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts				[*CTR]
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]			[*CTR]
Potable Water [*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment				[*CTR]
Escape Slides - Forward	[*CTR]	[*CTR]		
Escape Slides - Aft	[*CTR]	[*CTR]		
Life Vests - Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification TBD (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.3 [*CTR]

4.4 [*CTR]

4.5 [*CTR]

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Section 2 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 [*CTR]

5.3 [*CTR]

5.4 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.5 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAI-PA-03735-LA-1106664

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing agrees to provide Customer with the [*CTR] in the Attachment. The Attachment sets forth [*CTR] for 787-9. [*CTR] Notwithstanding the provision of the [*CTR] in the Attachment, Boeing and Customer will work together in good faith to communicate the [*CTR] that will be offered prior to Customer [*CTR]

1. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

2. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAI-PA-03735-LA-1106664
[*CTR]

Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106664

[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

FOR AMERICAN AIRLINES, INC.

SECTION	CONTENTS
1	AIRCRAFT MODEL APPLICABILITY
2	FLIGHT PERFORMANCE
3	AIRCRAFT CONFIGURATION
4	GUARANTEE CONDITIONS
5	GUARANTEE COMPLIANCE
6	EXCLUSIVE GUARANTEES

P.A. No. 03735 AAL-PA-03735-LA-1106664
AERO-B-BBA4-M12-0762

Attachment, Page 1 of 11
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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1 AIRCRAFT MODEL APPLICABILITY

The guarantees contained in this Attachment (the "[*CTR]") are applicable to the [*CTR]

2 FLIGHT PERFORMANCE

2.1 Mission

2.1.1 Mission Payload

The payload for a stage length of [*CTR] nautical miles in still air (representative of a [*CTR]) using the conditions and operating rules defined below, shall not be less than the following guarantee value:

[*CTR] Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

Takeoff: [*CTR]

The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

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Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:

Taxi-Out:
[*CTR]

Takeoff and Climbout Maneuver:
[*CTR]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver: [*CTR]
[*CTR]

2.1.2 Mission Block Fuel

The block fuel for a stage length of [*CTR] pound payload using the conditions and operating rules defined below, shall not be more than the following guarantee value:

[*CTR]

Conditions and operating rules:

Stage Length: The stage length is defined as the sum of the distances for the climbout maneuver, climb, cruise, and descent.

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Block Fuel: The block fuel is defined as the sum of the fuel used for taxi-out, takeoff and climbout maneuver, climb, cruise, descent, approach and landing maneuver, and taxi-in.

Takeoff: [*CTR]
The takeoff gross weight is not limited by the airport conditions.
Maximum takeoff thrust is used for the takeoff.
The takeoff gross weight shall conform to FAA Regulations.

Climbout Maneuver: [*CTR]

Climb: [*CTR]

Cruise: [*CTR]

Descent: [*CTR]

Approach and Landing Maneuver: [*CTR]

Fixed Allowances: For the purpose of this guarantee and for the purpose of establishing compliance with this guarantee, the following shall be used as fixed quantities and allowances:
Taxi-Out: [*CTR]
Takeoff and Climbout Maneuver: [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Approach and Landing Maneuver:
[*CTR]

Taxi-In (shall be consumed from the reserve fuel):
[*CTR]

Usable reserve fuel remaining upon completion of the approach and landing maneuver [*CTR]
[*CTR]

2.1.3 Operational Empty Weight Basis

The mission guarantees of Paragraphs 2.1.1 and 2.1.2 are based on an Operational Empty Weight (OEW) that includes the customer changes in Paragraph 2.1.4 and the Standard and Operational items of Paragraph 2.1.5.

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AERO-B-BBA4-M12-0762

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[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

2.1.5 Standard and Operational Items Allowance

	Qty	Pounds	Pounds	Pounds
Standard Items Allowance				[*CTR]
Unusable Fuel				[*CTR]
Oil				[*CTR]
Additional Engine Fluids				[*CTR]
Oxygen Equipment				[*CTR]
Passenger Portable	[*CTR]	[*CTR]		
Crew Masks	[*CTR]	[*CTR]		
Miscellaneous Equipment				[*CTR]
Crash Axe	[*CTR]	[*CTR]		
Megaphones	[*CTR]	[*CTR]		
Flashlights	[*CTR]	[*CTR]		
Smoke Hoods	[*CTR]	[*CTR]		
Galley Structure & Fixed Inserts				[*CTR]
Operational Items Allowance				[*CTR]
Crew and Crew Baggage				[*CTR]
Flight Crew (incl. baggage)	[*CTR]	[*CTR]		
Cabin Crew (incl. baggage)	[*CTR]	[*CTR]		
Catering Allowance & Removable Inserts				[*CTR]
First Class	[*CTR]	[*CTR]		
Tourist Class	[*CTR]	[*CTR]		
Passenger Service Equipment	[*CTR]			[*CTR]
Potable Water - [*CTR]				[*CTR]
Waste Tank Disinfectant				[*CTR]
Emergency Equipment				[*CTR]
Escape Slides - Forward	[*CTR]	[*CTR]		
Escape Slides - Aft	[*CTR]	[*CTR]		
Life Vests - Crew and Passengers	[*CTR]	[*CTR]		
Life Rafts	[*CTR]	[*CTR]		
Auto Radio Beacon (ELT)	[*CTR]	[*CTR]		
Total Standard and Operational Items Allowance				[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

3 AIRCRAFT CONFIGURATION

3.1 The guarantees contained in this Attachment are based on the Aircraft configuration as defined in the original release of Detail Specification TBD (hereinafter referred to as the Detail Specification). Appropriate adjustment shall be made for changes in such Detail Specification approved by the Customer and Boeing or otherwise allowed by the Purchase Agreement which cause changes to the flight performance and/or weight and balance of the Aircraft. Such adjustment shall be accounted for by Boeing in its evidence of compliance with the guarantees.

3.2 [*CTR]

(1) Changes to the Detail Specification or any other changes mutually agreed upon between the Customer and Boeing or otherwise allowed by the Purchase Agreement.

(2) The difference between the component weight allowances given in Appendix IV of the Detail Specification and the actual weights.

4 GUARANTEE CONDITIONS

4.1 All guaranteed performance data are based on the International Standard Atmosphere (ISA) and specified variations therefrom; altitudes are pressure altitudes.

4.2 In the event a change is made to any law, governmental regulation or requirement, or in the interpretation of any such law, governmental regulation or requirement that affects the certification basis for the Aircraft, and as a result thereof, a change is made to the configuration and/or the performance of the Aircraft in order to obtain certification, the guarantees set forth in this Attachment shall be appropriately modified to reflect any such change.

4.3 [*CTR]

4.4 [*CTR]

4.5 [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

5 GUARANTEE COMPLIANCE

5.1 Compliance with the guarantees of Section 2 shall be based on the conditions specified in those sections, the Aircraft configuration of Section 3 and the guarantee conditions of Section 4.

5.2 [*CTR]

5.3 [*CTR]

5.4 The data derived from tests shall be adjusted as required by conventional methods of correction, interpolation or extrapolation in accordance with established engineering practices to show compliance with these guarantees.

5.5 Compliance shall be based on the performance of the airframe and engines in combination, and shall not be contingent on the engine meeting its manufacturer's performance specification.

6 EXCLUSIVE GUARANTEES

The only [*CTR] applicable to the Aircraft are those set forth in this Attachment.

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106658

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport
Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 3735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 Max Aircraft (**Aircraft**).

This Letter Agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

Boeing recognizes that performance retention within reasonable limits is essential to maintain the economy of operation of the Aircraft. Therefore the parties hereto agree as follows with respect to performance retention.

1. Aircraft Commitment.

For the purposes of this Letter Agreement, the Covered Aircraft shall be defined as a [*CTR]

Boeing commits to Customer that, [*CTR], as defined in Attachment A, during the Performance Retention Term, as defined in paragraph 2 below, will not exceed the levels shown in the table below (**Aircraft Commitment**):

Time After Delivery of the First Covered Aircraft	Cumulative Fleet Average Fuel Mileage Deterioration Commitment (%)
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

[*CTR]

P.A. No. 3735

[*CTR]

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BOEING PROPRIETARY

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2. Applicability and Performance Retention Term.

[*CTR]

2.1 Delivery Schedule for Covered Aircraft.

For the purposes of this Letter Agreement, it is anticipated that Boeing will deliver the Covered Aircraft to Customer in accordance with the following delivery schedule set forth in Attachment C. If the fleet size and delivery schedule is significantly different, the Aircraft Commitment may be appropriately adjusted to reflect such changes.

2.2 Performance Retention Term.

[*CTR]

3. Conditions.

3.1 Operation and Maintenance.

Customer shall operate and maintain the Covered Aircraft in accordance with Customer's FAA-approved operations and maintenance programs. Customer shall operate and maintain the engines in accordance with the Operation and Maintenance Manuals and Customer's Maintenance Program and an Engine Management Program mutually defined and agreed to by the Engine Manufacturer and Customer. [*CTR]

3.2 Powerback.

[*CTR]

3.3 Flight Cycle Utilization and Derate.

[*CTR]

4. Determination of Fuel Mileage Deterioration.

[*CTR]

Following the delivery of each Covered Aircraft to Customer by Boeing, and continuing until expiration of the Performance Retention Term, Customer shall record, analyze, and forward to Boeing cruise fuel mileage data obtained on such Covered Aircraft as specified in Attachment B (**Basic Data**).

[*CTR]

P.A. No. 3735

AAL-PA-03735-LA-1106658

[*CTR]

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5. Notice of Performance Deterioration.

[*CTR]

6. Election of Actions.

Upon Boeing's receipt of any notice that the Cumulative Fleet Average Fuel Mileage Deterioration exceeds, or is likely to exceed the Aircraft Commitment, Boeing and Customer, as appropriate, will take the following actions:

6.1 Data.

Boeing will evaluate the Basic Data. At its option, Boeing may accomplish such evaluation by analysis of Customer's raw ACMS data or by obtaining additional performance data on such Covered Aircraft in accordance with Attachment B. Such additional data may include data acquired during revenue service with Boeing personnel aboard as observers. The Basic Data and any additional data obtained by Boeing in its evaluation shall be appropriately adjusted to reflect any material changes elected by Customer to the Covered Aircraft which have occurred subsequent to delivery of the Covered Aircraft, including any replacement of one or more of the engines installed on a Covered Aircraft. Additionally, adjustments will be applied for any relevant factors as agreed by Customer and Boeing (e.g., inaccuracies in flight deck instrumentation, a sudden increase in deterioration that is attributed to a foreign object damage event such as severe hail and the additional rate of deterioration for Aircraft used for pilot training). If Boeing and Customer are in disagreement as to such evaluation of the Basic Data, such disagreement shall be resolved by good faith technical negotiation between the parties including, as necessary, the Engine Manufacturer.

6.2 Surveys.

[*CTR]

6.3 Weight.

Boeing may request that Customer weigh such Covered Aircraft, in which event Customer agrees to weigh such Covered Aircraft in conjunction with its normally scheduled maintenance and will report its findings to Boeing.

6.4 Corrective Actions.

Boeing shall promptly make such recommendations to Customer that Boeing believes would result in improvement of the cruise fuel mileage performance of such Covered Aircraft based on analysis of the surveys and available data pursuant to Paragraphs 6.1 - 6.3. Boeing, Engine Manufacturer and Customer shall thereafter mutually agree on the appropriate corrective action to be taken based on any such recommendations. Corrective actions, which involve maintenance and/or refurbishment, as described in paragraph 6.2, both on-wing and off-wing, shall be performed at no cost to Boeing and/or Engine Manufacturer.

P.A. No. 3735

AAL-PA-03735-LA-1106658

[*CTR]

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BOEING PROPRIETARY

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6.5 Improvement Parts and Engine Refurbishment.

Following the completion of any corrective action pursuant to Paragraph 6.4, if subsequent Basic Data show that the Cumulative Fleet Average Fuel Mileage Deterioration of the Covered Aircraft exceeds the Aircraft Commitment, [*CTR]

7. Payments.

[*CTR]

7.1 Annual Excess Fuel Burn Amount.

[*CTR]

7.2 Credit Memorandum.

[*CTR]

7.3. Credit Adjustments.

[*CTR]

7.4 Limitation on Amount of Credits.

[*CTR]

8. Duplication of Benefits

[*CTR]

9. Assignment Prohibited.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft, and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

10. Exclusive Remedy.

[*CTR]

P.A. No. 3735

[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



11. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By /s/ The Boeing Company
Its Attorney-In-Fact

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval.

ACCEPTED AND AGREED TO this 1st day of February of 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its VP Corporate Development and Treasurer

P.A. No. 3735
[*CTR]

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BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Determination of Cumulative Fleet Average Fuel Mileage Deterioration

For purposes of this Letter Agreement, the “Cumulative Fleet Average Fuel Mileage Deterioration” is the average cruise fuel mileage deterioration of the Covered Aircraft. The determination of the Fleet Average Mileage Deterioration will be based on fuel mileage deterioration of individual Covered Aircraft relative to their Baseline Performance Level cruise fuel mileage performance as defined below.

1. Boeing will provide Customer with the Boeing Airplane Performance Monitoring Program (**APM**), in effect at the time of delivery of the first Covered Aircraft, that shall be used for data analysis during the Performance Retention Term . For purposes of this Letter Agreement, the Model Reference Level cruise fuel mileage performance for the Covered Aircraft shall be as set forth in the APM.

2. [*CTR]

3. [*CTR]

4. The **Current Deterioration** (expressed as a percentage) for each Covered Aircraft is the difference between the Current Performance Level and the Baseline Performance Level.

5. [*CTR]

6. The **Cumulative Fleet Average Fuel Mileage Deterioration** (expressed as a percentage) will be determined for each Subsequent Monitoring Period by summing the Fleet Average Fuel Mileage Deterioration values as determined in Paragraph 5 for each calendar month according to the following equation:

m

[*CTR]

7. [*CTR]

P.A. No. 3735

[*CTR] – Attachment A

AAL-PA-03735-LA-1106658

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BOEING PROPRIETARY

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Cruise Fuel Mileage Performance Determination

Customer shall obtain cruise fuel mileage performance data in revenue service using the Airplane Condition Monitoring System (ACMS). This data will be recorded during level flight cruise in steady state conditions. Data shall be obtained in accordance with the then current revision of the Airplane Performance Monitoring Software User Guide (APM User Guide) and shall include the parameters defined in the airplane model specific appendix during each such data recording (Data Events).

Boeing will provide Customer with the Boeing Airplane Performance Monitoring Software for data analysis. Customer shall reduce and analyze data obtained from the Data Events. Such analysis shall be in accordance with the methods set forth in the APM User Guide. Customer's analysis shall include the determination of the fuel mileage, thrust required and fuel flow required relative to the Model Reference Level.

Customer will maintain records of factors relating to fuel mileage deterioration. These factors will include (a) engine history, cockpit instrumentation history and airframe history and condition of such Covered Aircraft, (b) pertinent Covered Aircraft maintenance and operational procedures used by Customer, (c) drag effects of any post delivery airframe and/or engine changes incorporated in such Covered Aircraft, (d) sudden shifts in engine EGT condition monitoring data, and (e) any other relevant factors.

P.A. No. 3735
[*CTR] – Attachment B

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BOEING PROPRIETARY

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ANNUAL LIMITATION ADJUSTMENT EQUATION

(CALENDAR YEARS 2018 AND ON)

- (a) [*CTR]
- (b) [*CTR]
- (c) [*CTR]
 - (i) [*CTR]
 - (ii) [*CTR]
 - (iii) [*CTR]

NOTE: [*CTR]

P.A. No. 3735
[*CTR] – Attachment D

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BOEING PROPRIETARY

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AAL-PA-03735-LA-1106659

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737-MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Boeing and Customer wish to enter into an agreement pursuant to which each party will contribute equally to promotional programs in support of the entry into service of the Aircraft as more specifically provided below.

1. Definitions.

1.1 [*CTR]

1.2 **Covered Aircraft** shall mean those Aircraft identified on Table 1 to the Purchase Agreement as of the date of signing of this Letter Agreement, any Substitute Aircraft pursuant to terms of Letter Agreement AAL-PA-03735-LA-1106652 entitled "Aircraft Model Substitution" and any Option Aircraft in which Customer exercises its rights pursuant to Letter Agreement AAL-PA-03735-LA-1106651 entitled "Option Aircraft".

1.3 **Performance Period** [*CTR]

1.4 **Promotional Support** shall mean mutually agreed marketing and promotion programs that promote the entry into service of the Covered Aircraft such as marketing research, tourism development, corporate identity, direct marketing, videotape or still photography, planning, design and production of collateral materials, management of promotion programs, advertising campaigns or such other marketing and promotional activities as the parties may mutually agree.

AAL-PA-03735-LA-1106659

[*CTR]

BOEING PROPRIETARY

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1.5 *Qualifying Third Party Fees* shall mean [*CTR]

2. Commitment.

[*CTR]

3. Methods of Performance.

3.1 [*CTR]

3.2 [*CTR]

3.3 [*CTR]

4. Project Approval.

Following the execution of this Letter Agreement, a Boeing Airline Marketing Services representative will meet with Customer's designated representative to review and approve the extent, selection, scheduling, and funds disbursement process for the Promotional Support to be provided pursuant to this Letter Agreement.

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned in whole or in part.

6. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106659

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106659

[*CTR]

Page 3 of 3

BOEING PROPRIETARY

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AAL-PA-03735-LA-1106660

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Spare Parts Initial Provisioning

- References:
- a) Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Boeing Model 737 MAX aircraft (**Aircraft**).
 - b) Customer Services General Terms Agreement No. 23-1 (**CSGTA**) between Boeing and Customer.

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the CSGTA. All capitalized terms used but not defined in this Letter Agreement have the same meaning as in the CSGTA, except for "Aircraft" which will have the meaning as defined in the Purchase Agreement.

In order to define the process by which Boeing and Customer will (i) identify those Spare Parts and Standards critical to Customer's successful introduction of the Aircraft into service and its continued operation, (ii) place Orders under the provisions of the CSGTA as supplemented by the provisions of this Letter Agreement for those Spare Parts and Standards, and (iii) manage the return of certain of those Spare Parts which Customer does not use, the parties agree as follows.

1. Definitions.

1.1 **Provisioning Data** means the documentation provided by Boeing to Customer, including but not limited to the Recommended Spare Parts List (**RSPL**), identifying all Boeing initial provisioning requirements for the Aircraft.

1.2 **Provisioning Items** means the Spare Parts and Standards identified by Boeing as initial provisioning requirements in support of the Aircraft, excluding special tools and ground support equipment (**GSE**).

AAL-PA-03735-LA-1106660
Spare Parts Initial Provisioning

BOEING PROPRIETARY

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1.3 **Provisioning Products Guide** means the Boeing Manual D6-81834 entitled "Spares Provisioning Products Guide".

2. Phased Provisioning.

2.1 Provisioning Products Guide. Prior to the initial provisioning meeting Boeing will furnish to Customer a copy of the Provisioning Products Guide.

2.2 Initial Provisioning Meeting. On or about [*CTR] months prior to delivery of the first Aircraft the parties will conduct an initial provisioning meeting, where the procedures, schedules, and requirements for training will be established to accomplish phased provisioning of Spare Parts and Standards for the Aircraft in accordance with the Provisioning Products Guide. If the lead time from execution of the Purchase Agreement until delivery of the first Aircraft is less than [*CTR] months, the initial provisioning meeting will be established as soon as reasonably possible after execution of the Purchase Agreement.

2.3 Provisioning Data. During the initial provisioning meeting Customer will provide to Boeing the operational parameter information described in Chapter 6 of the Provisioning Products Guide. After review and acceptance by Boeing of such Customer information, Boeing will prepare the Provisioning Data. Such Provisioning Data will be furnished to Customer on or about [*CTR] after Boeing finalizes the engineering drawings for the Aircraft. The Provisioning Data will be as complete as possible and will cover Provisioning Items selected by Boeing for review by Customer for initial provisioning of Spare Parts and Standards for the Aircraft. Boeing will furnish to Customer revisions to the Provisioning Data until [*CTR]

2.4 Buyer Furnished Equipment (BFE) Provisioning Data. Unless otherwise advised by Boeing, Customer will provide or insure its BFE suppliers provide to Boeing the BFE data in scope and format acceptable to Boeing, in accordance with the schedule established during the initial provisioning meeting.

3. Purchase from Boeing of Spare Parts and Standards as Initial Provisioning for the Aircraft.

3.1 Schedule. In accordance with schedules established during the initial provisioning meeting, Customer may place Orders for Provisioning Items and any GSE, special tools, or engine spare parts which Customer determines it will initially require for maintenance, overhaul and servicing of the Aircraft and/or engines.

AAL-PA-03735-LA-1106660
Spare Parts Initial Provisioning

Page 2 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3.2 Prices of Initial Provisioning Spare Parts.

3.2.1 Boeing Spare Parts. [*CTR]

3.2.2 Supplier Spare Parts. [*CTR]

3.3 QEC Kits, Standards Kits, Raw Material Kits, Bulk Materials Kits and Service Bulletin Kits. In accordance with schedules established during the initial provisioning meeting, Boeing will furnish to Customer a listing of all components which could be included in the quick engine change (**QEC**) kits, Standards kits, raw material kits, bulk materials kits and service bulletin kits which may be purchased by Customer from Boeing. Customer will select, and provide to Boeing its desired content for the kits. Boeing will furnish to Customer as soon as practicable thereafter a statement setting forth a firm price for such kits. Customer will place Orders with Boeing for the kits in accordance with schedules established during the initial provisioning meeting.

4. Delivery.

For Spare Parts and Standards ordered by Customer in accordance with Article 3 of this Letter Agreement, Boeing will, insofar as reasonably possible, deliver to Customer such Spare Parts and Standards on dates reasonably calculated to conform to Customer's anticipated needs in view of the scheduled deliveries of the Aircraft. Customer and Boeing will agree upon the date to begin delivery of the provisioning Spare Parts and Standards ordered in accordance with this Letter Agreement. Where appropriate, Boeing will arrange for shipment of such Spare Parts and Standards which are manufactured by suppliers directly to Customer from the applicable supplier's facility. The routing and method of shipment for initial deliveries and all subsequent deliveries of such Spare Parts and Standards will be as established at the initial provisioning meeting and thereafter by mutual agreement.

5. Substitution for Obsolete Spare Parts.

5.1 Obligation to Substitute Pre-Delivery. [*CTR]

5.2 Delivery of Obsolete Spare Parts and Substitutes. Obsolete or unusable Spare Parts returned by Customer pursuant to this Article 5 will be delivered to Boeing at its Seattle Distribution Center or such other destination as Boeing may reasonably designate. Spare Parts substituted for such returned obsolete or unusable Spare Parts will be delivered to Customer in accordance with the CSGTA. [*CTR]

6. Repurchase of Provisioning Items.

6.1 Obligation to Repurchase. [*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



6.2 Exceptions. [*CTR]

6.3 Notification and Format. Customer will notify Boeing, in writing when Customer desires to return Provisioning Items under the provisions of this Article 6. Customer's notification will include a detailed summary, in part number sequence, of the Provisioning Items Customer desires to return. Such summary will be in the form of listings, tapes, diskettes or other media as may be mutually agreed between Boeing and Customer and will include part number, nomenclature, purchase order number, purchase order date and quantity to be returned. [*CTR]

6.4 Review and Acceptance by Boeing. Upon completion of Boeing's review of any detailed summary submitted by Customer pursuant to Article 6.3, Boeing will issue to Customer a Material Return Authorization (**MRA**) for those Provisioning Items Boeing agrees are eligible for repurchase in accordance with this Article 6. Boeing will advise Customer of the reason that any Provisioning Item included in Customer's detailed summary is not eligible for return. [*CTR]

6.5 Price and Payment. [*CTR]

6.6 Delivery of Repurchased Provisioning Items. Provisioning Items repurchased by Boeing pursuant to this Article 6 will be delivered to Boeing F.O.B. at its Seattle Distribution Center or such other destination as Boeing may reasonably designate.

7. Title and Risk of Loss.

Title and risk of loss of any Spare Parts or Standards delivered to Customer by Boeing in accordance with this Letter Agreement will pass from Boeing to Customer in accordance with the applicable provisions of the CSGTA. Title to and risk of loss of any Spare Parts or Standards returned to Boeing by Customer in accordance with this Letter Agreement will pass to Boeing upon delivery of such Spare Parts or Standards to Boeing in accordance with the provisions of Article 5.2 or Article 6.6, herein, as appropriate.

8. Termination for Excusable Delay.

In the event of termination of the Purchase Agreement pursuant to Article 7 of the AGTA with respect to any Aircraft, such termination will, [*CTR]

AAL-PA-03735-LA-1106660
Spare Parts Initial Provisioning

Page 4 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



9. Order of Precedence.

In the event of any inconsistency between the terms of this Letter Agreement and the terms of any other provisions of the CSGTA, the terms of this Letter Agreement will control.

10. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106660

Spare Parts Initial Provisioning

Page 5 of 6

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106661

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

- References: a) Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)
- b) [*CTR]

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[*CTR]

[*CTR]

[*CTR]

[*CTR]

1. [*CTR]

[*CTR]

2. [*CTR]

2.1 Firm Aircraft Delivery. [*CTR] Letter Agreement AAL-PA-03735-LA-1106671 entitled "Miscellaneous Commitments for Boeing Model 737 MAX Aircraft" (**Misc. Commitments Letter**).

2.2 [*CTR]

2.2.1 [*CTR]

2.2.2 [*CTR]

AAL-PA-3735-LA-1106661
[*CTR]

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2.2.3 [*CTR]

2.2.4 [*CTR]

2.2.4.1 [*CTR];

2.2.4.2 [*CTR]

2.2.5 [*CTR]

2.2.6 [*CTR]

2.2.7 [*CTR]

2.2.8 [*CTR]

2.3 [*CTR]

3. Payments.

[*CTR]

3.1 [*CTR]

3.2 [*CTR]

3.3 Credit Memorandum. [*CTR]

3.4 [*CTR]

3.4.1 [*CTR]

3.4.2 [*CTR]

3.5 [*CTR]

3.5.1 [*CTR]

3.5.2 [*CTR]

3.5.3 [*CTR]

3.5.3.1 [*CTR]

AAL-PA-3735-LA-1106661

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



3.5.3.2 [*CTR]

3.5.3.3 [Intentionally Reserved]

3.5.3.4 [*CTR]

3.5.3.5 [*CTR]

4. [*CTR]

[*CTR]

5. [*CTR]

[*CTR]

6. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Firm Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

7. Confidential Treatment.

Customer understands and agrees that the information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer agrees to limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

If the foregoing correctly sets forth your understanding of our agreement with respect to the matters treated above, please indicate your acceptance and approval below.

AAL-PA-3735-LA-1106661

[*CTR]

Page 3 of 11

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-3735-LA-1106661

[*CTR]

Page 4 of 11

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAI-PA-03735-LA-1106667

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Recitals

- 1. Customer has requested [*CTR]
- 2. In response to Customer’s request [*CTR]

Agreement

- 1. Covered Aircraft.

The Program shall apply to [*CTR] (**Covered Aircraft**).

- 2. Program Term.

The Program shall begin on the [*CTR]

- 3. [*CTR]

The [*CTR] covered by the Program shall include [*CTR]

- 4. Program Commitment.

[*CTR]

4.1 [*CTR]

AAI-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

4.2.2.1 [*CTR]

4.2.2.2 [*CTR]

4.2.3 [*CTR]

4.3 [*CTR]

4.4 **Fleet Flight Hours** means the [*CTR]

4.5 **Flight Hours** means, [*CTR]

4.6 **Fleet Landings** means the [*CTR]

4.7 **Landings** means the [*CTR]

4.8 [*CTR]

4.9 [*CTR]

4.10 [*CTR]

4.11 [*CTR]

4.12 [*CTR]

5. Calculation of [*CTR]

5.1 [*CTR]

5.2 [*CTR]

5.3 Boeing will then [*CTR] in the form specified in Attachment F.

5.4 Boeing Commitment Level has been established using assumptions in Attachment G, and [*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

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6. Reporting of [*CTR]

6.1 Within [*CTR]

6.2 Failure to provide the data specified in Section 6.1 to Boeing within the specified [*CTR]

7. Calculation of [*CTR]

7.1 Subject to the limitations described in Section 9, within [*CTR]

7.2 If the data determined pursuant to Section 7.1 [*CTR]

7.2.1 [*CTR]

7.2.2 [*CTR]

7.2.3 [*CTR]

7.3 If after completing the verification and analysis described in Section 7.2 [*CTR]

7.3.1 [*CTR]

7.3.2 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

8. Corrective Action.

8.1 Should Corrective Action be required pursuant to Section 7.3, [*CTR]

8.1.1 [*CTR]

8.1.2 [*CTR]

8.1.3 [*CTR]

8.1.4 [*CTR]

8.1.5 [*CTR]

8.2 [*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



9. Conditions and Limitations.

9.1 If, with the intent of reducing the cost of [*CTR], Boeing or any supplier issues [*CTR]

9.2 [*CTR]

9.3 [*CTR]

9.4 [*CTR]

9.5 [*CTR]

9.6 [*CTR]

9.7 [*CTR]:

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

(vi) [*CTR]

(vii) [*CTR]

(viii) [*CTR]

(ix) [*CTR]

(x) [*CTR]

(xi) [*CTR]

(xii) [*CTR]

(xiii) [*CTR]

9.8 [*CTR]:

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Aircraft Model
[*CTR]

Flight Hours
[*CTR]

[*CTR]

10. Notice.

10.1 All reports submitted to Boeing will be addressed to the attention of: [*CTR]

10.2 All reports submitted to Customer will be addressed to the attention of: [*CTR]

11. [*CTR]

[*CTR]

12. [*CTR]

[*CTR]

13. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

14. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106667

[*CTR]

Page 6 of 12

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B: Adjustments

Boeing will adjust the [*CTR] submitted in Attachment A, the [*CTR] reported in Attachment C, and [*CTR] reported in Attachment D in accordance with this Attachment B.

1. [*CTR]

 [*CTR]

2. [*CTR]

 2.1 [*CTR]

 2.2 [*CTR]

3. [*CTR]

The [*CTR] will be determined for the Covered Aircraft as specified in paragraphs 3.1 through 3.3 of this Attachment B.

 3.1 [*CTR]

 3.2 [*CTR]

 3.3 [*CTR]

4. [*CTR]

 4.1 [*CTR]

 4.2 [*CTR]

 4.3 [*CTR]

 4.4 Average Flight Time. [*CTR]

 4.5 Covered Aircraft. [*CTR]

 4.6 Delivery Schedule. [*CTR]

 4.7 Aircraft Configuration. [*CTR]

 4.8 [*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

Attachment B, Page 1 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

ATTACHMENT B, Adjustments, CONTINUED

4.9 If changes are made in any of the paragraphs 4.1 through 4.8 then the [*CTR] will be adjusted as specified in paragraph 3.3 above using the factors identified in each paragraph 4.1 through 4.8

AAL-PA-03735-LA-1106667

[*CTR]

Attachment B, Page 2 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment C: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106667 to Purchase Agreement and [*CTR]

Subject: [*CTR] reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

Attachment C, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data

To: [*CTR]
Reference: Letter Agreement No. AAL-PA-03735-LA-1106667 to Purchase Agreement and [*CTR]
Subject: Data reported pursuant to Section 6 of the referenced Letter Agreement.

[*CTR]

[*CTR]

AAL-PA-03735-LA-1106667
[*CTR]

Attachment D, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data, CONTINUED

[*CTR]

Note: The above [*CTR] have been calculated in accordance with Section 4.2. of the referenced Letter Agreement. The above [*CTR] have been calculated in accordance with Section 4.2 of the referenced Letter Agreement and exclude all [*CTR] described in Section 9 therein.

AMERICAN AIRLINES, INC.

By: _____

Its: _____

AAL-PA-03735-LA-1106667

[*CTR]

Attachment D, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment E
FORM OF REPORT FOR [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106667 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 7 of the referenced Letter Agreement.

[*CTR]

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

Attachment E, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment E, CONTINUED
FORM OF REPORT FOR [*CTR]**

[*CTR]

THE BOEING COMPANY

By:

Its:

Date:

AAL-PA-03735-LA-1106667

[*CTR]

Attachment E, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment F: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106667 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.3 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

Attachment F, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment G: [*CTR]

Reference: Letter Agreement No. AAL-PA-03735-LA-1106667 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

Attachment G, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106667

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106668

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Recitals

1. Customer has requested [*CTR]
2. In response to Customer’s request [*CTR]

Agreement

1. Covered Aircraft.

The Program shall apply to [*CTR] (**Covered Aircraft**).

2. Program Term.

The Program shall begin on the [*CTR]

3. [*CTR]

The [*CTR] covered by the Program shall include [*CTR]

4. Program Commitment.

[*CTR]

4.1 [*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

4.2.2.1 [*CTR]

4.2.2.2 [*CTR]

4.2.3 [*CTR]

4.3 [*CTR]

4.4 **Fleet Flight Hours** means the [*CTR]

4.5 **Flight Hours** means, [*CTR]

4.6 **Fleet Landings** means the [*CTR]

4.7 **Landings** means the [*CTR]

4.8 [*CTR]

4.9 [*CTR]

4.10 [*CTR]

4.11 [*CTR]

4.12 [*CTR]

5. Calculation of [*CTR]

5.1 [*CTR]

5.2 [*CTR]

5.3 Boeing will then [*CTR] in the form specified in Attachment F.

5.4 Boeing Commitment Level has been established using assumptions in Attachment G, and [*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



6. Reporting of [*CTR]

6.1 Within [*CTR]

6.2 Failure to provide the data specified in Section 6.1 to Boeing within the specified [*CTR]

7. Calculation of [*CTR]

7.1 Subject to the limitations described in Section 9, within [*CTR]

7.2 If the data determined pursuant to Section 7.1 [*CTR]

7.2.1 [*CTR]

7.2.2 [*CTR]

7.2.3 [*CTR]

7.3 If after completing the verification and analysis described in Section 7.2 [*CTR]

7.3.1 [*CTR]

7.3.2 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

8. Corrective Action.

8.1 Should Corrective Action be required pursuant to Section 7.3, [*CTR]

8.1.1 [*CTR]

8.1.2 [*CTR]

8.1.3 [*CTR]

8.1.4 [*CTR]

8.1.5 [*CTR]

8.2 [*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



9. Conditions and Limitations.

9.1 If, with the intent of reducing the cost of [*CTR], Boeing or any supplier issues [*CTR]

9.2 [*CTR]

9.3 [*CTR]

9.4 [*CTR]

9.5 [*CTR]

9.6 [*CTR]

9.7 [*CTR]:

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

(vi) [*CTR]

(vii) [*CTR]

(viii) [*CTR]

(ix) [*CTR]

(x) [*CTR]

(xi) [*CTR]

(xii) [*CTR]

(xiii) [*CTR]

9.8 [*CTR]:

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Aircraft Model
[*CTR]

Flight Hours
[*CTR]

[*CTR]

10. Notice.

10.1 All reports submitted to Boeing will be addressed to the attention of:

[*CTR]

10.2 All reports submitted to Customer will be addressed to the attention of:

[*CTR]

11. [*CTR]

[*CTR]

12. [*CTR]

[*CTR]

13. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

14. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106668

[*CTR]

Page 6 of 12

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment A, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B: Adjustments

Boeing will adjust the [*CTR] submitted in Attachment A, the [*CTR] reported in Attachment C, and [*CTR] reported in Attachment D in accordance with this Attachment B.

1. [*CTR]

[*CTR]

2. [*CTR]

2.1 [*CTR]

2.2 [*CTR]

3. [*CTR]

The [*CTR] will be determined for the Covered Aircraft as specified in paragraphs 3.1 through 3.3 of this Attachment B.

3.1 [*CTR]

3.2 [*CTR]

3.3 [*CTR]

4. [*CTR]

4.1 [*CTR]

4.2 [*CTR]

4.3 [*CTR]

4.4 Average Flight Time. [*CTR]

4.5 Covered Aircraft. [*CTR]

4.6 Delivery Schedule. [*CTR]

4.7 Aircraft Configuration. [*CTR]

4.8 [*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment B, Page 1 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

ATTACHMENT B: Adjustments, CONTINUED

4.9 If changes are made in any of the paragraphs 4.1 through 4.8 then the [*CTR] will be adjusted as specified in paragraph 3.3 above using the factors identified in each paragraph 4.1 through 4.8.

AAL-PA-03735-LA-1106668

[CTR]

Attachment B, Page 2 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment C: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106668 to Purchase Agreement and [*CTR]

Subject: [*CTR] reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment C, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data

To: [*CTR]

Reference: Letter Agreement No. AAL-PA-03735-LA-1106668 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 6 of the referenced Letter Agreement.

[*CTR]

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment D, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data, CONTINUED

[*CTR]

Note: The above [*CTR] have been calculated in accordance with Section 4.2. of the referenced Letter Agreement. The above [*CTR] have been calculated in accordance with Section 4.2 of the referenced Letter Agreement and exclude all [*CTR] described in Section 9 therein.

AMERICAN AIRLINES, INC.

By: _____
Its: _____

AAL-PA-03735-LA-1106668

[*CTR]

Attachment D, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment E
FORM OF REPORT FOR [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106668 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 7 of the referenced Letter Agreement.

[*CTR]

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment E, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment E, CONTINUED
FORM OF REPORT FOR [*CTR]**

[*CTR]

THE BOEING COMPANY

By: _____
Its: _____
Date: _____

AAL-PA-03735-LA-1106668

[*CTR]

Attachment E, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment F: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106668 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.3 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment F, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment G: [*CTR]

Reference: Letter Agreement No. AAL-PA-03735-LA-1106668 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

Attachment G, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106668

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106669

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

Recitals

- 1. Customer has requested [*CTR]
- 2. In response to Customer’s request [*CTR]

Agreement

- 1. Covered Aircraft.

The Program shall apply to [*CTR] (**Covered Aircraft**).

- 2. Program Term.

The Program shall begin on the [*CTR]

- 3. [*CTR]

The [*CTR] covered by the Program shall include [*CTR]

- 4. Program Commitment.

[*CTR]

4.1 [*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



4.2 [*CTR]

4.2.1 [*CTR]

4.2.2 [*CTR]

4.2.2.1 [*CTR]

4.2.2.2 [*CTR]

4.2.3 [*CTR]

4.3 [*CTR]

4.4 **Fleet Flight Hours** means the [*CTR]

4.5 **Flight Hours** means, [*CTR]

4.6 **Fleet Landings** means the [*CTR]

4.7 **Landings** means the [*CTR]

4.8 [*CTR]

4.9 [*CTR]

4.10 [*CTR]

4.11 [*CTR]

4.12 [*CTR]

5. Calculation of [*CTR]

5.1 [*CTR]

5.2 [*CTR]

5.3 Boeing will then [*CTR] in the form specified in Attachment F.

5.4 Boeing Commitment Level has been established using assumptions in Attachment G, and [*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



6. Reporting of [*CTR]

6.1 Within [*CTR]

6.2 Failure to provide the data specified in Section 6.1 to Boeing within the specified [*CTR]

7. Calculation of [*CTR]

7.1 Subject to the limitations described in Section 9, within [*CTR]

7.2 If the data determined pursuant to Section 7.1 [*CTR]

7.2.1 [*CTR]

7.2.2 [*CTR]

7.2.3 [*CTR]

7.3 If after completing the verification and analysis described in Section 7.2 [*CTR]

7.3.1 [*CTR]

7.3.2 [*CTR]

7.4 [*CTR]

7.5 [*CTR]

8. Corrective Action.

8.1 Should Corrective Action be required pursuant to Section 7.3, [*CTR]

8.1.1 [*CTR]

8.1.2 [*CTR]

8.1.3 [*CTR]

8.1.4 [*CTR]

8.1.5 [*CTR]

8.2 [*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



9. Conditions and Limitations.

9.1 If, with the intent of reducing the cost of [*CTR], Boeing or any supplier issues [*CTR]

9.2 [*CTR]

9.3 [*CTR]

9.4 [*CTR]

9.5 [*CTR]

9.6 [*CTR]

9.7 [*CTR]:

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

(vi) [*CTR]

(vii) [*CTR]

(viii) [*CTR]

(ix) [*CTR]

(x) [*CTR]

(xi) [*CTR]

(xii) [*CTR]

(xiii) [*CTR]

9.8 [*CTR]:

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Aircraft Model
[*CTR]

Flight Hours
[*CTR]

[*CTR]

10. Notice.

10.1 All reports submitted to Boeing will be addressed to the attention of:
[*CTR]

10.2 All reports submitted to Customer will be addressed to the attention of:
[*CTR]

11. [*CTR]

[*CTR]

12. [*CTR]

[*CTR]

13. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part.

14. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106669

[*CTR]

Page 6 of 12

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment A, Page 2 of 12

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B: Adjustments

Boeing will adjust the [*CTR] submitted in Attachment A, the [*CTR] reported in Attachment C, and [*CTR] reported in Attachment D in accordance with this Attachment B.

1. [*CTR]

 [*CTR]

2. [*CTR]

 2.1 [*CTR]

 2.2 [*CTR]

3. [*CTR]

The [*CTR] will be determined for the Covered Aircraft as specified in paragraphs 3.1 through 3.3 of this Attachment B.

 3.1 [*CTR]

 3.2 [*CTR]

 3.3 [*CTR]

4. [*CTR]

 4.1 [*CTR]

 4.2 [*CTR]

 4.3 [*CTR]

 4.4 Average Flight Time. [*CTR]

 4.5 Covered Aircraft. [*CTR]

 4.6 Delivery Schedule. [*CTR]

 4.7 Aircraft Configuration. [*CTR]

 4.8 [*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment B, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B: Adjustments, CONTINUED

4.9 If changes are made in any of the paragraphs 4.1 through 4.8 then the [*CTR] will be adjusted as specified in paragraph 3.3 above using the factors identified in each paragraph 4.1 through 4.8.

AAL-PA-03735-LA-1106669

[*CTR]

Attachment B, Page 2 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment C: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106669 to Purchase Agreement and [*CTR]

Subject: [*CTR] reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment C, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data

To: [*CTR]
Reference: Letter Agreement No. AAL-PA-03735-LA-1106669 to Purchase Agreement and [*CTR]
Subject: Data reported pursuant to Section 6 of the referenced Letter Agreement.
[*CTR] [*CTR]

AAL-PA-03735-LA-1106669
[*CTR]

Attachment D, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment D: Covered Aircraft Data, CONTINUED

[*CTR]

Note: The above [*CTR] have been calculated in accordance with Section 4.2. of the referenced Letter Agreement. The above [*CTR] have been calculated in accordance with Section 4.2 of the referenced Letter Agreement and exclude all [*CTR] described in Section 9 therein.

AMERICAN AIRLINES, INC.

By: _____
Its: _____

AAL-PA-03735-LA-1106669

[*CTR]

Attachment D, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment E
FORM OF REPORT FOR [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106669 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 7 of the referenced Letter Agreement.

[*CTR]

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment E, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**Attachment E, CONTINUED
FORM OF REPORT FOR [*CTR]**

[*CTR]

THE BOEING COMPANY

By: _____
Its: _____
Date: _____

AAL-PA-03735-LA-1106669

[*CTR]

Attachment E, Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment F: [*CTR]

To: American Airlines, Inc.

Reference: Letter Agreement No. AAL-PA-03735-LA-1106669 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.3 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment F, Page 1 of 1

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment G: [*CTR]

Reference: Letter Agreement No. AAL-PA-03735-LA-1106669 to Purchase Agreement and [*CTR]

Subject: Data reported pursuant to Section 5.2 of the referenced Letter Agreement.

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

Attachment G, Page 1 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

AAL-PA-03735-LA-1106669

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106670

American Airlines, Inc.
P. O. Box 619616
Dallas/Ft. Worth Airport, Texas 75261-9616

Subject: Confidentiality

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) is entered into on the date below and amends and supplements the Purchase Agreement referenced above. For the avoidance of doubt, this Letter Agreement supersedes any confidentiality provisions contained in the Purchase Agreement or in the letter agreements listed in Section 2.1.2 below. All capitalized terms used herein but not otherwise defined in this Letter Agreement shall have the same meanings assigned thereto in Exhibit C to the Purchase Agreement or elsewhere in such Purchase Agreement.

1. Confidentiality Obligation.

1.1 Except as otherwise provided in this Letter Agreement, each party shall, and shall ensure that its directors, officers, employees, Affiliates, agents, suppliers, subcontractors and professional advisors (collectively, **Representatives**), at all times, maintain strict confidence and secrecy in respect of all Confidential Information (as defined in Section 2). Each party agrees to disclose Confidential Information only to such of its Representatives as is required for the purpose of implementing and administering the Purchase Agreement, and shall inform such Representatives of the confidential nature of the Confidential Information and instruct (and use best reasonable efforts to cause) such Representatives to treat such Confidential Information in a manner consistent with this Section 1.

1.2 Neither party shall use the Confidential Information for any purpose (including any competitive or commercial purpose) other than in connection with the Purchase Agreement and for purposes of consummating the transactions contemplated thereby.

AAL-PA-03735-LA-1106670
Confidentiality

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



2.2.2 Information obtained from a third person or entity that is not prohibited from disclosing such information to the receiving party as a result of a contractual, legal or fiduciary obligation to the party whose information is being disclosed;

2.2.3 Information that is or becomes generally available to the public, other than as a result of disclosure by a party in violation of this Letter Agreement; or

2.2.4 Information that has been or is independently developed by a party or its Affiliates, without violating such party's obligations under this Letter Agreement.

2.3 [*CTR]

3. Disclosure.

3.1 [*CTR]

(a) [*CTR]

(A) [*CTR]

(B) [*CTR]

(C) [*CTR]

(D) [*CTR]

(b) [*CTR]

3.2 Either party may disclose Confidential Information without the consent of the other party when and to the extent required by any law applicable to such party or by a Governmental Authority. If a party (the **Disclosing Party**) is requested to disclose any Confidential Information of the other party (the **Affected Party**) under the terms of a subpoena or order issued by a Governmental Authority, it shall (i) notify the Affected Party immediately of the existence, terms and circumstances surrounding such request, (ii) consult with the Affected Party on the advisability of taking legally available steps to resist or narrow such request, and (iii) if any disclosure of Confidential Information is required to prevent the Disclosing Party from being held in contempt or subject to other

AAL-PA-03735-LA-1106670

Confidentiality

Page 3 of 7

BOEING PROPRIETARY

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legal penalty, furnish only such portion of the Confidential Information as it is legally compelled to disclose and, at the request of the Affected Party, use commercially reasonable efforts to assist the Affected Party in obtaining an order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information; and

3.3 [*CTR]

3.4 In addition to disclosures of Confidential Information permitted by this Letter Agreement, either party may disclose Confidential Information as and to the extent explicitly provided for in the Purchase Agreement.

4. Remedies.

[*CTR]

5. Conflicts.

Subject to Section 2.3, to the extent of any conflict or inconsistency between the provisions of this Letter Agreement and any provisions regarding confidentiality of information set forth in the Purchase Agreements, the provisions of this Letter Agreement shall, to the extent of such conflict or inconsistency, control.

6. Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or in the applicable Purchase Agreement.

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BOEING PROPRIETARY

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Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company
Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Its: VP Corporate Development and Treasurer

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AAL-PA-03735-LA-1106671

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: Miscellaneous Commitments for Boeing Model 737 MAX Aircraft

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) is entered into on the date below, and amends and supplements the Purchase Agreement. All capitalized terms used herein but not otherwise defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

For ease of reference, a "Table of Contents" has been added as Attachment A to this Letter Agreement.

1. AGTA.

1.1. Taxes.

Section 2.2 of the AGTA is replaced in full by the following new provision:

"2.2 Taxes.

[*CTR]

2.2.2 [*CTR]

2.2.3 [*CTR]

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1.2. Customs Duties.

1.2.1 [*CTR]

1.2.2 Boeing provides the information in the preceding Section 2.1 to Customer as a courtesy, and not in lieu of professional opinions rendered by counsel of Customer's choice, subject to the limitations that Boeing assumes no responsibility for the accuracy or timeliness of such information, and that Customer agrees it will assert no claim against Boeing based on such information.

1.3. Rate of Interest.

[*CTR]

1.4. Advanced Payment Increases.

[*CTR]

[*CTR]

1.5. Intentionally Omitted.

1.6. Intentionally Omitted.

1.7. Development Change and Manufacturer Change Production Revision Records.

[*CTR]

1.8. Part 121 Compliance Review.

[*CTR]

1.9. Inspection and Acceptance.

The AGTA is hereby amended by adding the following new Section 5.6 immediately following Section 5.5 of the AGTA:

[*CTR]

1.10. Condition of Aircraft Suffering Damage.

The AGTA is amended by adding the following new Section 5.7 after Section 5.6 of the AGTA.

[*CTR]

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1.11. Customer Quality Support Service Commitment.

[*CTR]

1.12. Target Delivery Dates.

[*CTR]

1.13. Customer Delay in Acceptance of Aircraft.

Section 6.4 of the AGTA is replaced in full by the following new provision:

[*CTR]

1.14. Customer Delay Due to Allied Pilots Association Strike.

The following new Section 6.5 is added to the AGTA after Section 6.4:

“6.5 Customer Delay Due to Allied Pilots Association Strike.

[*CTR]

6.5.1 [*CTR];

6.5.2 [*CTR]

6.5.3 [*CTR]

1.15. Liquidated Damages and Right of Termination.

1.15.1. [*CTR]

1.15.2 [*CTR]

1.15.3 [*CTR]

1.15.4 [*CTR]

1.15.5 [*CTR]

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1.16. Notice to Customer in the Event of an Excusable Delay.

Section 7.2 of the AGTA is replaced in full by the following new provision:

[*CTR]

1.17. Aircraft Damaged Beyond Repair.

Section 7.5 of the AGTA is replaced in full by the following new provision:

“7.5 [*CTR]

1.18. Termination.

Section 7.6 of the AGTA is replaced in full by the following new provision:

[*CTR]

1.19. Excusable Delay.

The AGTA is amended by adding the following provision immediately following Section 7.7:

[*CTR]

1.20. Risk Allocation/Insurance.

1.20.1. Article 8 of the AGTA is replaced in full by the following new provisions:

“Article 8. Risk Allocation/Insurance.

8.1 [*CTR]

8.1.1 [*CTR]

8.1.2 Boeing Insurance.

(a) [*CTR]

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(b) [*CTR]

(c) [*CTR]

8.1.3 Definition of Customer. For the purpose of Section 8.1, the term “Customer” includes American Airlines, Inc., its divisions, any wholly-owned subsidiary of American Airlines, Inc. which is assigned any rights or delegated any duties as permitted under the Purchase Agreement, the permitted assignees under the Purchase Agreement, and their respective directors, officers and employees.

8.2 Title and Risk with Customer.

8.2.1 [*CTR]

8.2.2 [*CTR]

8.2.3 [*CTR]

8.2.4 [*CTR]

8.2.5 [*CTR]

8.2.6 Definition of Boeing. For purposes of this Article 8.2, the term “Boeing” includes The Boeing Company, its divisions, any wholly-owned subsidiary of The Boeing Company which is assigned any rights or obligations in accordance with Section 9.1 of the AGTA, the permitted assignees under the Purchase Agreement, provided that such assignees or subsidiaries have performed services under the Customer Support Document to the AGTA and Supplemental Exhibit CS1 to the Purchase Agreement, and their respective directors, officers and employees.”

1.20.2. The insurance certificate provided by Boeing pursuant to Section 8.1.2(c) of the AGTA (as amended by this Letter Agreement) shall be substantially in the form of the certificate attached to this Letter Agreement as Attachment B.

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1.21. Boeing Training & Flight Services, L.L.C. Interface Commitment.

1.21.1. Section 9.1.5 of the AGTA is replaced in full by the following new provisions:

“9.1.5 [*CTR]:

9.1.5.1 [*CTR]

9.1.5.2 [*CTR]

1.21.2. *Reserved.*

1.22. Exculpatory Clause in Post-Delivery Sale or Lease.

Section 9.7 of the AGTA is replaced in full by the following new provision:

“9.7 [*CTR]

1.23. Termination for Certain Events.

1.23.1. Article 10 of the AGTA is replaced in full by the following new provision:

“Article 10. Termination for Certain Events.

10.1 Termination. If either party:

(i) [*CTR]

(ii) [*CTR]

10.2 [*CTR]

1.24. FAA Grounding.

1.24.1. [*CTR]

1.24.2. [*CTR]

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1.25. FAA ETOPS Prevention.

[*CTR]

[*CTR]

1.26. Duplicate Remedies.

[*CTR]

2. Customer Support (Exhibit B).

2.1. Additional Technical Data and Documents.

The following Section 3.2 is added to Part 1 of the Customer Support Document following Section 3.1:

“3.2 [*CTR]

[*CTR]

2.2. Field Service Representation.

Part 2 to the Customer Support Document is amended as follows:

(a) [*CTR]

(b) [*CTR]

[*CTR]

2.3. Computer Software Documentation for Boeing Manufactured Airborne Components and Equipment.

[*CTR]

[*CTR]

2.4. Technical Information and Materials.

The first paragraph of Section 1 of Part 3 of the Customer Support Document is replaced in full by the following new provision:

[*CTR]

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2.5. Supplier Technical Data.

Section 8 of Part 3 to the Customer Support Document is replaced in full by the following new provision:

“8. [*CTR]

[*CTR].

8.2 [*CTR]

8.3 [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

(v) [*CTR]

8.4 [*CTR]

8.5 [*CTR]

8.6 [*CTR]

2.6. Protection of Proprietary Information and Proprietary Materials.

Part 5 of the Customer Support Document is replaced in full by the following new provision:

“CUSTOMER SUPPORT DOCUMENT

PART 5: PROTECTION OF PROPRIETARY INFORMATION AND PROPRIETARY MATERIALS

1. General.

[*CTR]

2. License Grant.

[*CTR]

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3. Use of Proprietary Materials and Proprietary Information.

[*CTR]

4. Use of Training Materials.

[*CTR]

5. Providing of Proprietary Materials to Contractors.

[*CTR]

6. Providing of Proprietary Materials and Proprietary Information to Regulatory Agencies.

[*CTR]

7. Additional Data and Documents.

[*CTR]

2.7. Line Station Spare Parts Support.

Customer, at its option, may participate in the use of spare parts held by Boeing at any line station in accordance with the reasonable terms and conditions set forth by Boeing for such participation.

3. Product Assurance (Exhibit C).

3.1. Disclaimer and Release; Exclusion of Liabilities.

Section 11 of Part 2 of the Product Assurance Document is replaced in full by the following new provision:

“11. Disclaimer and Release; Exclusion of Liabilities.

11.1 [*CTR]

(A) [*CTR]

(B) [*CTR]

(C) [*CTR]

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(D) [*CTR]

11.2 [*CTR]

11.3 [*CTR]

11.4 Definitions. For the purpose of this Section 11, “BOEING” or “Boeing” is defined as The Boeing Company, its divisions, subsidiaries, Affiliates, the assignees of each, and their respective directors, officers, employees and agents.”

3.2. Reimbursement for Service Bulletin Corrections.

Section 7.3.2 of Part 2 of the Product Assurance Document is replaced in full by the following provision:

“7.3.2 [*CTR]

(a) [*CTR]

(b) [*CTR]

3.3. FAR 145 Requirements.

[*CTR]

3.4. Warranty Claim, Response and Payment Time.

[*CTR]

3.5. Maximum Reimbursement.

The following provision is added to the end of Section 4.5 of Part 2 to the Product Assurance Document:

[*CTR]

3.6. Additional Service Life Policy Covered Components.

[*CTR]

3.6.1. Additional Service Life Policy Covered Components.

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3.6.1.1. For purposes of Part 3 of the Product Assurance Document, the following additional items (Additional SLP Components) shall be deemed to be “SLP Components”, as defined in Section 1 of Part 3 of the Product Assurance Document:

[*CTR]

3.6.1.2. [*CTR]

3.6.1.3. [*CTR]

3.6.2. [*CTR]

3.6.2.1. [*CTR]

[*CTR]

3.6.2.2. [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

3.7. Conditions and Limitations to the Service Life Policy.

3.7.1. The following Section 4.5 is added to Part 3 of the Product Assurance Document:

“4.5 [*CTR]

3.7.2. [*CTR]

[*CTR]

3.8. Boeing Back-Up of Supplier Turnaround Time Commitments.

[*CTR]

BOEING PROPRIETARY

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3.9. Supplier Warranty Commitment.

Section 1 of Part 4 of the Product Assurance Document is replaced in full by the following new Section 1:

“1. Supplier Warranties and Supplier Patent Indemnities.

[*CTR]

3.10. Engine/Airframe Interface Commitment.

[*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

3.11. Boeing Indemnities Against Patent and Copyright Infringement.

Part 6 of the Product Assurance Document is replaced in full by the following new provision:

“PRODUCT ASSURANCE DOCUMENT

PART 6: BOEING INDEMNITIES AGAINST PATENT

AND COPYRIGHT INFRINGEMENT AND TRADE SECRET MISAPPROPRIATION

1. [*CTR]

[*CTR]

(a) [*CTR]

(b) [*CTR]

2. Indemnity Against Copyright Infringement.

[*CTR]

(a) [*CTR]

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(b) [*CTR]

[*CTR]

3. Indemnity Against Trade Secret Misappropriation.

[*CTR]

(a) [*CTR]

(b) [*CTR]

[*CTR]

4. Exceptions, Limitations and Conditions.

4.1 [*CTR]

4.2 [*CTR]

4.3 [*CTR]

4.4 [*CTR]

4.5 [*CTR]

4.6 [*CTR]

4.7 [*CTR]

4.8 [*CTR]

4.9 [*CTR]

4.10 For the purposes of this Part 6, "BOEING" or "Boeing" is defined as The Boeing Company, its divisions, wholly owned subsidiaries, the permitted assignees of each, and their respective directors, officers, employees and agents.

4.11 For the purposes of this Part 6, "Customer" is defined as American Airlines, Inc., its divisions, wholly owned subsidiaries, the permitted assignees of each, and their respective directors, officers, employees and agents."

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4. Performance.

4.1. [*CTR]

[*CTR]

4.2. Performance Guarantees/Data Base Changes.

4.2.1. [*CTR]

4.2.2. [*CTR]

4.2.3. [*CTR]

4.2.4. Upon the occurrence of any performance data base change, Boeing agrees to take the following action:

(a) [*CTR]

5. Reserved

5.1 **Reserved.**

5.2 **Reserved**

6 [*CTR]

[*CTR]

[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

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[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]
[*CTR]	[*CTR]

[*CTR]

6.1 [*CTR]

6.2 [*CTR]

6.3 [*CTR]

6.4 [*CTR]

6.5 [*CTR]

6.6 [*CTR]

6.7 [*CTR]

7 Confidential Treatment.

Customer and Boeing understand that certain commercial and financial information contained in this Letter Agreement are considered by Boeing and Customer as confidential. Customer and Boeing agree that each will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of the other, disclose this Letter Agreement or any information contained herein to any other person or entity, except as provided in this Letter Agreement or the Purchase Agreement.

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Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company _____

Its: Attorney-In-Fact

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ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

Attachment A - Table of Contents

Attachment B - Form of Insurance Certificate of Boeing

Attachment C - Reserved.

Attachment D - Reserved

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5. Reserved

6. [*CTR]

7. Confidential Treatment

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Sample Insurance Certificate (Boeing)

BROKER'S LETTERHEAD

[date]

Certificate of Insurance Ref. No. _____

THIS IS TO CERTIFY TO:

American Airlines, Inc. (hereinafter "American")
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

that Insurers, EACH FOR HIS OWN PART AND NOT ONE FOR THE OTHER, are providing the following insurance:

NAMED INSURED:	The Boeing Company (hereinafter "Boeing")
ADDRESS OF INSURED:	Post Office Box 3707 Seattle, Washington 98124-2207
PERIOD OF INSURANCE:	See attached Schedule of Insurers
GEOGRAPHICAL LIMITS:	Worldwide
EQUIPMENT INSURED:	All Boeing [model] [type] aircraft owned or operated by American that are the subject of that certain Purchase Agreement No. _____ dated _____ between American and Boeing, as more particularly described on the attached Schedule of Aircraft, as such schedule may be amended from time to time.

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DESCRIPTION OF COVERAGES

A. AIRCRAFT HULL INSURANCE

All risks of ground and flight physical damage coverage in respect of all aircraft owned by, leased to or operated by the Named Insured, including the Aircraft and any engines (including the Engines) and any parts (including the Parts) while attached to any such Aircraft or removed therefrom but not replaced, subject to policy terms, conditions, limitations, exclusions and deductibles.

Amount of Insurance:

Agreed Value (as per Policy terms and conditions).

B. AIRCRAFT LIABILITY INSURANCE

Aircraft Liability Insurance, including Bodily Injury (including passengers), Property Damage, Aircraft Liability, Passenger Legal Liability, Premises/Operations Liability, Personal Injury, and Contractual Liability Insurance, subject to policy terms, conditions, limitations, exclusion and deductibles.

Limit of Liability:

[*CTR]

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SPECIAL PROVISIONS APPLICABLE TO THE ADDRESSEE(S)

Subject to the policy terms, conditions, limitations, exclusions and deductibles and solely with respect to Purchase Agreement No. _____ dated as of _____ (the "**Purchase Agreement**") between American and The Boeing Company ("**Boeing**"), the policies set forth in the attached Schedule of Insurers are amended to include the following:

1. Solely with respect to Aircraft Liability Insurance, American is included as an additional Insured, but only to the extent that Boeing is obligated by its agreements to indemnify and hold harmless American under Section 8.1.1 of the Aircraft General Terms Agreement, AGTA-AAL, applicable to the Purchase Agreement and then only to the extent of coverage provided by the policy;
2. Solely with respect to Aircraft Hull Insurance, each Insurer agrees to waive any rights of subrogation against American to the extent that Boeing has waived such rights by the terms of its agreements to indemnify American pursuant to the Purchase Agreement;
3. Solely with respect to Aircraft Liability Insurance, to the extent American is insured hereunder, such insurance shall not be invalidated or minimized by any action or inaction, omission or misrepresentation by the Insured regardless of any breach or violation of any warranty, declaration or condition contained in such policies;
4. Solely with respect to Aircraft Liability Insurance, to provide that all provisions of the insurance coverages referenced above, except the limits of liability, will operate to give each Insured or additional insured the same protection as if there were a separate Policy issue to each;
5. Solely with respect to Aircraft Liability Insurance, such insurance will be primary and not contributory nor excess with respect to any other insurance available for the protection of American, but only to the extent that Boeing is obligated by its agreements to indemnify and hold harmless American under Section 8.1.1 of the Aircraft General Terms Agreement, AGTA-AAL, applicable to the Purchase Agreement and then only to the extent of coverage provided by the policy;
6. Each of the Aircraft Liability Insurance policy and Aircraft Hull Insurance policy provides that: American shall not have any obligation or liability for premiums, commissions, calls or assessments in connection with such insurance;

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7. With respect to the Aircraft Liability Insurance, if a policy is canceled for any reason whatsoever, any substantial change is made which would reduce the amount of coverage as certified herein, or if a policy is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective as to American for thirty (30) days after receipt by American of written notice from the Insurers or their authorized representatives or Broker of such cancellation, change or lapse; and
8. For the purposes of the Certificate, "American" is defined as American Airlines, Inc., its divisions, any wholly-owned subsidiary of American Airlines, Inc. which is assigned any rights or obligations in accordance with Article 9.1 of the AGTA, the assignees of each permitted under the applicable Purchase Agreement, and their respective directors, officers and employees.

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Attachment B, Page 4 of 5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

**THE BOEING COMPANY
AND ALL ITS SUBSIDIARIES**

**SCHEDULE OF SUBSCRIBING INSURERS
POLICY TERM: DECEMBER 1, 1996 TO DECEMBER 1, 1997**

COVERAGES:

Aircraft Hull and Liability Insurance

SUBSCRIBING INSURERS FOR 100% PARTICIPATION

**POLICY
NUMBER**

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Subject to the terms, conditions, limitations and exclusions of the relative policies except for the specific declarations contained in this certificate.

(signature)

(typed name)

(title)

AAL-PA-03735-LA-1106671
Miscellaneous Commitments

Attachment B, Page 5 of 5

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

BOEING PROPRIETARY

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AAL-PA-03735-LA-1106672

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

References: a) Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)
b) Letter Agreement AAL-PA-03735-LA-1106654 entitled "AGTA Matters" (**AGTA Matters Letter Agreement**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement have the same meaning as in the Purchase Agreement.

1. General.

[*CTR]

2. Extended Aircraft Warranty.[*CTR].

2.1 [*CTR]

2.2 [*CTR]

2.3 [*CTR]

AAL-PA-03735-LA-1106672

[*CTR]

BOEING PROPRIETARY

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3. Confidential Treatment.

Customer understands that Boeing considers certain commercial and financial information contained in this Letter Agreement as confidential. Customer agrees that it will treat this Letter Agreement and the information contained herein as confidential and will not, without the prior written consent of Boeing, disclose this Letter Agreement or any information contained herein to any other person or entity, except as required by law or government regulation.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106672

[*CTR]

Page 2 of 2

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



AAL-PA-03735-LA-1106673

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: CS1 Special Matters

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

1. Revision of Customer Support Variables.

1.1 [*CTR]

1.2 [*CTR]

1.3 [*CTR]

1.4 [*CTR]

2. Customer Unique Terms.

[*CTR]

2.1 [*CTR]

[*CTR]

2.2 [*CTR]

[*CTR]

2.3 [*CTR]

[*CTR]

2.4 [*CTR]

[*CTR]

AAL-PA-03735-LA-1106673
CS1 Special Matters

BOEING PROPRIETARY

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3. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

AAL-PA-03735-LA-1106673
CS1 Special Matters

Page 2 of 3

BOEING PROPRIETARY

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4. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106673

CS1 Special Matters

Page 3 of 3

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]



The Boeing Company
P.O. Box 3707
Seattle, WA 98124-2207

AAL-PA-03735-LA-1106677

American Airlines, Inc.
P.O. Box 619616
Dallas-Fort Worth Airport, Texas 75261-9616

Subject: [*CTR]

Reference: Purchase Agreement No. 03735 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and American Airlines, Inc. (**Customer**) relating to Model 737 MAX aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement shall have the same meaning as in the Purchase Agreement.

[*CTR]

1. [*CTR]

[*CTR]

2. [*CTR]

[*CTR]

3. [*CTR]

3.1 [*CTR]

3.2 [*CTR]

4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer's becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing.

AAL-PA-03735-LA-1106677

Page 1 of 3

[*CTR]

BOEING PROPRIETARY

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5. Confidential Treatment.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to employees of Customer with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing.

Very truly yours,

THE BOEING COMPANY

By: /s/ The Boeing Company

Its: Attorney-In-Fact

ACCEPTED AND AGREED TO this

ACCEPTED AND AGREED TO this

Date: February 1, 2013

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: VP Corporate Development and Treasurer

AAL-PA-03735-LA-1106677

[*CTR]

BOEING PROPRIETARY

[*CTR]=[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Amendment No. 1

to the

A320 Family Aircraft Purchase Agreement

made of July 20, 2011

between

AIRBUS S.A.S.

and

AMERICAN AIRLINES, INC.

This Amendment No. 1 to the A320 Family Aircraft Purchase Agreement made July 20, 2011 (hereinafter referred to as the “**Amendment**”), is entered into as of January 11, 2013, by and between **AIRBUS S.A.S.**, a *société par actions simplifiée*, created and existing under French law having its registered office at 1 Rond-Point Maurice Bellonte, 31707 Blagnac-Cedex, France and registered with the Toulouse *Registre du Commerce* under number RCS Toulouse 383 474 814 (the “**Seller**”), and **AMERICAN AIRLINES, INC.**, a Delaware corporation having its principal office at 4333 Amon Carter Boulevard, Fort Worth, Texas 76155, United States of America (the “**Buyer**”).

WITNESSETH:

WHEREAS, the Buyer and the Seller entered into an Airbus A320 Aircraft Family Purchase Agreement, made July 20, 2011 which, together with all Exhibits, Appendices and Letter Agreements attached thereto, is hereinafter called the “**Agreement.**”

WHEREAS, the Buyer and the Seller wish to modify certain provisions of the Agreement as set forth in this Amendment.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms “herein,” “hereof,” and “hereunder” and words of similar import refer to this Amendment.

1 DEFINITIONS

Clause 0 to the Agreement is amended to modify the following defined term as set forth between the words “QUOTE” and “UNQUOTE”:

QUOTE

Delivery Location –the facilities of the Seller at the location of final assembly of the Aircraft, which will be located in Hamburg, Germany, Toulouse, France, Mobile, Alabama or another location mutually agreed by the Buyer and the Seller in writing.

UNQUOTE

2 SCHEDULE I

Schedule I to the Agreement is deleted in its entirety and replaced with the Schedule I attached hereto in Appendix I which reflects (i) the addition of a unique identification number (the “CAC ID No.”) corresponding to each Aircraft, (ii) Scheduled Delivery Months that have been notified by the Seller to the Buyer as of the date of this Amendment and (iii) [*CTR]

3 ENGINE SELECTION

Clause 2.4.7 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

2.4.7 The Buyer will notify the Seller of its choice of:

- (i) A319 Propulsion System, A320 Propulsion System and A321 Propulsion System by November 30, 2011, and
- (ii) A319 NEO Propulsion System, A320 NEO Propulsion System and A321 NEO Propulsion System by January 31, 2013.

UNQUOTE

4 CHAPTER 11 CASES

- 4.1 The Seller acknowledges that the Buyer is a debtor in possession under chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the cases styled “In re AMR Corporation, et al.” pending in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), case no. 11-15643 (SHL) (Jointly Administered) (the “**Chapter 11 Cases**”). The Buyer, and certain of its debtor affiliates, commenced the Chapter 11 Cases on November 29, 2011 (the “**Commencement Date**”).

The Seller agrees that notwithstanding the date this Amendment is executed, this Amendment does not constitute an assumption of the Agreement or entry into a new postpetition agreement unless and until the Bankruptcy Court enters an order approving assumption of the Agreement (as amended hereby) (the “**Assumption Order**”). Accordingly, notwithstanding anything to the contrary set forth in this Amendment, the parties agree that the Agreement (as amended hereby) will only be deemed assumed, pursuant to section 365 of the Bankruptcy Code, on the first date upon which the Assumption Order has been entered on the docket of the Bankruptcy Court and the Assumption Order is in full force and effect and is not, in any way, stayed as to its effectiveness, including by order of the Bankruptcy Court or otherwise (the “**Assumption Date**”).

The Buyer agrees to provide to the Seller a draft of the motion to assume the Agreement (as amended hereby) and related proposed form of the Assumption Order no later than three (3) days prior to the Buyer’s intended filing thereof with the Bankruptcy Court, and the Buyer further agrees that the motion and form of the Assumption Order will be in form and substance reasonably satisfactory to the Seller.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4.2 The Buyer hereby represents and warrants to the Seller that, [*CTR]

The Buyer covenants and agrees with the Seller that [*CTR]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

4.3 As of the Assumption Date, the Seller [*CTR]

5 EFFECT OF THE AMENDMENT

5.1 Except for the provisions of Clauses 4, 5, 6, 7, and 8 of this Amendment that are effective, binding, and enforceable upon execution by the parties of this Amendment, all rights, obligations, and agreements of the parties set forth herein will become effective, binding, and enforceable on the Assumption Date.

5.2 The Agreement, as amended by this Amendment as of the Assumption Date, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.

5.3 The Agreement, as of the Assumption Date, will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by the provisions of the Agreement, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

6 CONFIDENTIALITY

Each of the Seller and the Buyer agree not to disclose the terms and conditions of this Amendment to any person without the prior written consent of the other party. Notwithstanding the foregoing, each of the Seller and the Buyer agrees that such terms and conditions may be disclosed without such prior written consent to (i) the Official Committee of Unsecured Creditors (excluding Boeing Capital Corporation) and/or its professional advisors retained in the Chapter 11 Cases in accordance with the terms of the Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors entered by the Bankruptcy Court on January 27, 2012 [Docket No. 891], (ii) the Bankruptcy Court, (iii) counsel and advisors for the Ad Hoc Group of AMR Corporation Creditors identified in that certain “Motion for Approval of ‘Fee Letter’ to Pay Certain Work Fees and Expenses of Professionals Employed by the Ad Hoc Group of AMR Corporation Creditors” filed with the Bankruptcy Court on August 29, 2012, (iv) as required by law or as necessary in connection with the enforcement of such party’s rights hereunder, and (v) the board of directors, managers, employees, auditors, and legal, financial and technical advisors of each party.

7 GOVERNING LAW

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.6 OF THE AGREEMENT.

8 COUNTERPARTS

This Amendment has been executed in two (2) original copies.

Notwithstanding the foregoing, this Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amendment was entered into as of the day and year first above written.

AIRBUS S.A.S.

By: /s/ Airbus S.A.S.
Title: Senior Vice President Contracts

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.
Title: Vice President

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
1	[*CTR]	[*CTR]	[*CTR]
2	[*CTR]	[*CTR]	[*CTR]
3	[*CTR]	[*CTR]	[*CTR]
4	[*CTR]	[*CTR]	[*CTR]
5	[*CTR]	[*CTR]	[*CTR]
6	[*CTR]	[*CTR]	[*CTR]
7	[*CTR]	[*CTR]	[*CTR]
8	[*CTR]	[*CTR]	[*CTR]
9	[*CTR]	[*CTR]	[*CTR]
10	[*CTR]	[*CTR]	[*CTR]
11	[*CTR]	[*CTR]	[*CTR]
12	[*CTR]	[*CTR]	[*CTR]
13	[*CTR]	[*CTR]	[*CTR]
14	[*CTR]	[*CTR]	[*CTR]
15	[*CTR]	[*CTR]	[*CTR]
16	[*CTR]	[*CTR]	[*CTR]
17	[*CTR]	[*CTR]	[*CTR]
18	[*CTR]	[*CTR]	[*CTR]
19	[*CTR]	[*CTR]	[*CTR]
20	[*CTR]	[*CTR]	[*CTR]
21	[*CTR]	[*CTR]	[*CTR]
22	[*CTR]	[*CTR]	[*CTR]
23	[*CTR]	[*CTR]	[*CTR]
24	[*CTR]	[*CTR]	[*CTR]
25	[*CTR]	[*CTR]	[*CTR]
26	[*CTR]	[*CTR]	[*CTR]
27	[*CTR]	[*CTR]	[*CTR]
28	[*CTR]	[*CTR]	[*CTR]
29	[*CTR]	[*CTR]	[*CTR]
30	[*CTR]	[*CTR]	[*CTR]
31	[*CTR]	[*CTR]	[*CTR]
32	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
33	[*CTR]	[*CTR]	[*CTR]
34	[*CTR]	[*CTR]	[*CTR]
35	[*CTR]	[*CTR]	[*CTR]
36	[*CTR]	[*CTR]	[*CTR]
37	[*CTR]	[*CTR]	[*CTR]
38	[*CTR]	[*CTR]	[*CTR]
39	[*CTR]	[*CTR]	[*CTR]
40	[*CTR]	[*CTR]	[*CTR]
41	[*CTR]	[*CTR]	[*CTR]
42	[*CTR]	[*CTR]	[*CTR]
43	[*CTR]	[*CTR]	[*CTR]
44	[*CTR]	[*CTR]	[*CTR]
45	[*CTR]	[*CTR]	[*CTR]
46	[*CTR]	[*CTR]	[*CTR]
47	[*CTR]	[*CTR]	[*CTR]
48	[*CTR]	[*CTR]	[*CTR]
49	[*CTR]	[*CTR]	[*CTR]
50	[*CTR]	[*CTR]	[*CTR]
51	[*CTR]	[*CTR]	[*CTR]
52	[*CTR]	[*CTR]	[*CTR]
53	[*CTR]	[*CTR]	[*CTR]
54	[*CTR]	[*CTR]	[*CTR]
55	[*CTR]	[*CTR]	[*CTR]
56	[*CTR]	[*CTR]	[*CTR]
57	[*CTR]	[*CTR]	[*CTR]
58	[*CTR]	[*CTR]	[*CTR]
59	[*CTR]	[*CTR]	[*CTR]
60	[*CTR]	[*CTR]	[*CTR]
61	[*CTR]	[*CTR]	[*CTR]
62	[*CTR]	[*CTR]	[*CTR]
63	[*CTR]	[*CTR]	[*CTR]
64	[*CTR]	[*CTR]	[*CTR]
65	[*CTR]	[*CTR]	[*CTR]

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Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
66	[*CTR]	[*CTR]	[*CTR]
67	[*CTR]	[*CTR]	[*CTR]
68	[*CTR]	[*CTR]	[*CTR]
69	[*CTR]	[*CTR]	[*CTR]
70	[*CTR]	[*CTR]	[*CTR]
71	[*CTR]	[*CTR]	[*CTR]
72	[*CTR]	[*CTR]	[*CTR]
73	[*CTR]	[*CTR]	[*CTR]
74	[*CTR]	[*CTR]	[*CTR]
75	[*CTR]	[*CTR]	[*CTR]
76	[*CTR]	[*CTR]	[*CTR]
77	[*CTR]	[*CTR]	[*CTR]
78	[*CTR]	[*CTR]	[*CTR]
79	[*CTR]	[*CTR]	[*CTR]
80	[*CTR]	[*CTR]	[*CTR]
81	[*CTR]	[*CTR]	[*CTR]
82	[*CTR]	[*CTR]	[*CTR]
83	[*CTR]	[*CTR]	[*CTR]
84	[*CTR]	[*CTR]	[*CTR]
85	[*CTR]	[*CTR]	[*CTR]
86	[*CTR]	[*CTR]	[*CTR]
87	[*CTR]	[*CTR]	[*CTR]
88	[*CTR]	[*CTR]	[*CTR]
89	[*CTR]	[*CTR]	[*CTR]
90	[*CTR]	[*CTR]	[*CTR]
91	[*CTR]	[*CTR]	[*CTR]
92	[*CTR]	[*CTR]	[*CTR]
93	[*CTR]	[*CTR]	[*CTR]
94	[*CTR]	[*CTR]	[*CTR]
95	[*CTR]	[*CTR]	[*CTR]
96	[*CTR]	[*CTR]	[*CTR]
97	[*CTR]	[*CTR]	[*CTR]
98	[*CTR]	[*CTR]	[*CTR]

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Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
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100	[*CTR]	[*CTR]	[*CTR]
101	[*CTR]	[*CTR]	[*CTR]
102	[*CTR]	[*CTR]	[*CTR]
103	[*CTR]	[*CTR]	[*CTR]
104	[*CTR]	[*CTR]	[*CTR]
105	[*CTR]	[*CTR]	[*CTR]
106	[*CTR]	[*CTR]	[*CTR]
107	[*CTR]	[*CTR]	[*CTR]
108	[*CTR]	[*CTR]	[*CTR]
109	[*CTR]	[*CTR]	[*CTR]
110	[*CTR]	[*CTR]	[*CTR]
111	[*CTR]	[*CTR]	[*CTR]
112	[*CTR]	[*CTR]	[*CTR]
113	[*CTR]	[*CTR]	[*CTR]
114	[*CTR]	[*CTR]	[*CTR]
115	[*CTR]	[*CTR]	[*CTR]
116	[*CTR]	[*CTR]	[*CTR]
117	[*CTR]	[*CTR]	[*CTR]
118	[*CTR]	[*CTR]	[*CTR]
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120	[*CTR]	[*CTR]	[*CTR]
121	[*CTR]	[*CTR]	[*CTR]
122	[*CTR]	[*CTR]	[*CTR]
123	[*CTR]	[*CTR]	[*CTR]
124	[*CTR]	[*CTR]	[*CTR]
125	[*CTR]	[*CTR]	[*CTR]
126	[*CTR]	[*CTR]	[*CTR]
127	[*CTR]	[*CTR]	[*CTR]
128	[*CTR]	[*CTR]	[*CTR]
129	[*CTR]	[*CTR]	[*CTR]
130	[*CTR]	[*CTR]	[*CTR]
131	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
132	[*CTR]	[*CTR]	[*CTR]
133	[*CTR]	[*CTR]	[*CTR]
134	[*CTR]	[*CTR]	[*CTR]
135	[*CTR]	[*CTR]	[*CTR]
136	[*CTR]	[*CTR]	[*CTR]
137	[*CTR]	[*CTR]	[*CTR]
138	[*CTR]	[*CTR]	[*CTR]
139	[*CTR]	[*CTR]	[*CTR]
140	[*CTR]	[*CTR]	[*CTR]
141	[*CTR]	[*CTR]	[*CTR]
142	[*CTR]	[*CTR]	[*CTR]
143	[*CTR]	[*CTR]	[*CTR]
144	[*CTR]	[*CTR]	[*CTR]
145	[*CTR]	[*CTR]	[*CTR]
146	[*CTR]	[*CTR]	[*CTR]
147	[*CTR]	[*CTR]	[*CTR]
148	[*CTR]	[*CTR]	[*CTR]
149	[*CTR]	[*CTR]	[*CTR]
150	[*CTR]	[*CTR]	[*CTR]
151	[*CTR]	[*CTR]	[*CTR]
152	[*CTR]	[*CTR]	[*CTR]
153	[*CTR]	[*CTR]	[*CTR]
154	[*CTR]	[*CTR]	[*CTR]
155	[*CTR]	[*CTR]	[*CTR]
156	[*CTR]	[*CTR]	[*CTR]
157	[*CTR]	[*CTR]	[*CTR]
158	[*CTR]	[*CTR]	[*CTR]
159	[*CTR]	[*CTR]	[*CTR]
160	[*CTR]	[*CTR]	[*CTR]
161	[*CTR]	[*CTR]	[*CTR]
162	[*CTR]	[*CTR]	[*CTR]
163	[*CTR]	[*CTR]	[*CTR]
164	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
165	[*CTR]	[*CTR]	[*CTR]
166	[*CTR]	[*CTR]	[*CTR]
167	[*CTR]	[*CTR]	[*CTR]
168	[*CTR]	[*CTR]	[*CTR]
169	[*CTR]	[*CTR]	[*CTR]
170	[*CTR]	[*CTR]	[*CTR]
171	[*CTR]	[*CTR]	[*CTR]
172	[*CTR]	[*CTR]	[*CTR]
173	[*CTR]	[*CTR]	[*CTR]
174	[*CTR]	[*CTR]	[*CTR]
175	[*CTR]	[*CTR]	[*CTR]
176	[*CTR]	[*CTR]	[*CTR]
177	[*CTR]	[*CTR]	[*CTR]
178	[*CTR]	[*CTR]	[*CTR]
179	[*CTR]	[*CTR]	[*CTR]
180	[*CTR]	[*CTR]	[*CTR]
181	[*CTR]	[*CTR]	[*CTR]
182	[*CTR]	[*CTR]	[*CTR]
183	[*CTR]	[*CTR]	[*CTR]
184	[*CTR]	[*CTR]	[*CTR]
185	[*CTR]	[*CTR]	[*CTR]
186	[*CTR]	[*CTR]	[*CTR]
187	[*CTR]	[*CTR]	[*CTR]
188	[*CTR]	[*CTR]	[*CTR]
189	[*CTR]	[*CTR]	[*CTR]
190	[*CTR]	[*CTR]	[*CTR]
191	[*CTR]	[*CTR]	[*CTR]
192	[*CTR]	[*CTR]	[*CTR]
193	[*CTR]	[*CTR]	[*CTR]
194	[*CTR]	[*CTR]	[*CTR]
195	[*CTR]	[*CTR]	[*CTR]
196	[*CTR]	[*CTR]	[*CTR]
197	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
198	[*CTR]	[*CTR]	[*CTR]
199	[*CTR]	[*CTR]	[*CTR]
200	[*CTR]	[*CTR]	[*CTR]
201	[*CTR]	[*CTR]	[*CTR]
202	[*CTR]	[*CTR]	[*CTR]
203	[*CTR]	[*CTR]	[*CTR]
204	[*CTR]	[*CTR]	[*CTR]
205	[*CTR]	[*CTR]	[*CTR]
206	[*CTR]	[*CTR]	[*CTR]
207	[*CTR]	[*CTR]	[*CTR]
208	[*CTR]	[*CTR]	[*CTR]
209	[*CTR]	[*CTR]	[*CTR]
210	[*CTR]	[*CTR]	[*CTR]
211	[*CTR]	[*CTR]	[*CTR]
212	[*CTR]	[*CTR]	[*CTR]
213	[*CTR]	[*CTR]	[*CTR]
214	[*CTR]	[*CTR]	[*CTR]
215	[*CTR]	[*CTR]	[*CTR]
216	[*CTR]	[*CTR]	[*CTR]
217	[*CTR]	[*CTR]	[*CTR]
218	[*CTR]	[*CTR]	[*CTR]
219	[*CTR]	[*CTR]	[*CTR]
220	[*CTR]	[*CTR]	[*CTR]
221	[*CTR]	[*CTR]	[*CTR]
222	[*CTR]	[*CTR]	[*CTR]
223	[*CTR]	[*CTR]	[*CTR]
224	[*CTR]	[*CTR]	[*CTR]
225	[*CTR]	[*CTR]	[*CTR]
226	[*CTR]	[*CTR]	[*CTR]
227	[*CTR]	[*CTR]	[*CTR]
228	[*CTR]	[*CTR]	[*CTR]
229	[*CTR]	[*CTR]	[*CTR]
230	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Aircraft Rank	Type	Scheduled Delivery Month/Year or Scheduled Delivery Quarter/Year	CAC ID No.
231	[*CTR]	[*CTR]	[*CTR]
232	[*CTR]	[*CTR]	[*CTR]
233	[*CTR]	[*CTR]	[*CTR]
234	[*CTR]	[*CTR]	[*CTR]
235	[*CTR]	[*CTR]	[*CTR]
236	[*CTR]	[*CTR]	[*CTR]
237	[*CTR]	[*CTR]	[*CTR]
238	[*CTR]	[*CTR]	[*CTR]
239	[*CTR]	[*CTR]	[*CTR]
240	[*CTR]	[*CTR]	[*CTR]
241	[*CTR]	[*CTR]	[*CTR]
242	[*CTR]	[*CTR]	[*CTR]
243	[*CTR]	[*CTR]	[*CTR]
244	[*CTR]	[*CTR]	[*CTR]
245	[*CTR]	[*CTR]	[*CTR]
246	[*CTR]	[*CTR]	[*CTR]
247	[*CTR]	[*CTR]	[*CTR]
248	[*CTR]	[*CTR]	[*CTR]
249	[*CTR]	[*CTR]	[*CTR]
250	[*CTR]	[*CTR]	[*CTR]
251	[*CTR]	[*CTR]	[*CTR]
252	[*CTR]	[*CTR]	[*CTR]
253	[*CTR]	[*CTR]	[*CTR]
254	[*CTR]	[*CTR]	[*CTR]
255	[*CTR]	[*CTR]	[*CTR]
256	[*CTR]	[*CTR]	[*CTR]
257	[*CTR]	[*CTR]	[*CTR]
258	[*CTR]	[*CTR]	[*CTR]
259	[*CTR]	[*CTR]	[*CTR]
260	[*CTR]	[*CTR]	[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 1

As of January 11, 2013

American Airlines, Inc.
4333 Amon Carter Boulevard
Fort Worth, Texas 76155

Re: MISCELLANEOUS

Dear Ladies and Gentlemen,

American Airlines, Inc. (the “**Buyer**”) and Airbus S.A.S. (the “**Seller**”) have entered into Amendment No. 1 (the “**Amendment**”) of even date herewith to the Airbus A320 Family Aircraft Purchase Agreement made July 20, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, the “**Agreement**”). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (this “**Letter Agreement**”) certain additional terms and conditions regarding the sale or lease of the Aircraft subject to the Agreement. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 [*CTR]

[*CTR] in respect of each Aircraft type set forth below that is sold by the Seller and purchased by the Buyer, the Seller will provide to the Buyer the following credits (collectively, the [*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

The [*CTR] are quoted at delivery conditions prevailing in [*CTR] and will be adjusted in accordance with the Seller Price Revision Formula [*CTR] in accordance with Paragraph 7 of Letter Agreement No. 2 to the Agreement.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

LA 1 - 1

The [*CTR] will be [*CTR] each A319 Aircraft, A320 Aircraft or A321 Aircraft, as applicable, that is sold by the Seller and purchased by the Buyer. The [*CTR] will be [*CTR] Unless the Buyer gives the Seller notice to the contrary at least [*CTR] of an Aircraft, the A319 [*CTR] will be [*CTR] and A320 [*CTR] will be [*CTR] and the A321 [*CTR] will be [*CTR]

2 [*CTR]

If the Buyer wishes to [*CTR]

(i) [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

(ii) [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

(iii) [*CTR]

(a) [*CTR]

(b) [*CTR]

(c) [*CTR]

3 [*CTR]

3.1 The first paragraph of Paragraph 3.4 of Letter Agreement No. 5 to the Agreement is renumbered to read 3.4.1.

3.2 Paragraph 3.4.1(i) of Letter Agreement No. 5 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

(i) [*CTR]

UNQUOTE

3.3 A new Paragraph 3.4.2 is added to Letter Agreement No. 5 to the Agreement as set forth in the following quoted text:

QUOTE

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

- 3.4.2 [*CTR]
- (i) [*CTR]
- (ii) [*CTR]
- [*CTR]

UNQUOTE

4 [*CTR]

Paragraphs 7.3.1 and 7.3.2 of Letter Agreement No. 2 to the Agreement are deleted in their entirety and replaced by the following quoted text:

QUOTE

- 7.3.1 For each Aircraft that is sold by the Seller and purchased by the Buyer and delivered to the Buyer on or before [*CTR]
 - (i) [*CTR]
 - (ii) [*CTR]
 - (iii) [*CTR]
 - (iv) [*CTR]
- 7.3.2 For each Aircraft that is sold by the Seller and purchased by the Buyer and delivered to the Buyer [*CTR]
 - (i) [*CTR]
 - (a) [*CTR]
 - (b) [*CTR]
 - (c) [*CTR]
 - (d) [*CTR]
 - (ii) [*CTR]
 - (a) [*CTR]
 - (b) [*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

UNQUOTE

5 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 21.5 or 21.6 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

6 CHAPTER 11 CASES

The Seller acknowledges that the Buyer is a debtor in possession under the Bankruptcy Code in the Chapter 11 Cases pending in the Bankruptcy Court. The Buyer, and certain of its debtor affiliates, commenced the Chapter 11 Cases on the Commencement Date.

The Seller agrees that notwithstanding the date this Letter Agreement is executed, this Letter Agreement does not constitute an assumption of the Agreement or entry into a new postpetition agreement unless and until the Bankruptcy Court enters an Assumption Order. Accordingly, notwithstanding anything to the contrary set forth in this Letter Agreement, the parties agree that the Agreement (as amended hereby) will only be deemed assumed, pursuant to section 365 of the Bankruptcy Code, on the Assumption Date.

7 EFFECTIVENESS

Except for the provisions of Clauses 6, 7, 8 and 9 of this Letter Agreement that are effective, binding, and enforceable upon execution by the parties of this Letter Agreement, all rights, obligations, and agreements of the parties set forth herein will become effective, binding, and enforceable on the Assumption Date.

8 CONFIDENTIALITY

Each of the Seller and the Buyer agree not to disclose the terms and conditions of this Letter Agreement to any person without the prior written consent of the other party. Notwithstanding the foregoing, each of the Seller and the Buyer agrees that such terms and conditions may be disclosed without such prior written consent to (i) the Official Committee of Unsecured Creditors (excluding Boeing Capital Corporation) and/or its professional advisors retained in the Chapter 11 Cases in accordance with the terms of the Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors entered by the Bankruptcy Court on January 27, 2012 [Docket No. 891], (ii) the Bankruptcy Court, (iii) counsel and advisors for the Ad Hoc Group of AMR Corporation Creditors identified in that certain "Motion for Approval of 'Fee Letter' to Pay Certain Work Fees and Expenses of Professionals Employed by the Ad Hoc Group of AMR Corporation Creditors" filed with the Bankruptcy Court on August 29, 2012, (iv) as required by law or as necessary in connection with the enforcement of such party's rights hereunder, and (v) the board of directors, managers, employees, auditors, and legal, financial and technical advisors of each party.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

9 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Airbus S.A.S

Its: Senior Vice President Contracts

Accepted and Agreed

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: Vice President

LETTER AGREEMENT NO. 2

TO

AMENDMENT NO. 1

As of January 11, 2013

American Airlines, Inc.
4333 Amon Carter Boulevard
Fort Worth, Texas 76155

Re: LEASING MATTERS

Dear Ladies and Gentlemen,

American Airlines, Inc. (the "**Buyer**") and Airbus S.A.S. (the "**Seller**") have entered into Amendment No. 1 (the "**Amendment**") of even date herewith to the Airbus A320 Family Aircraft Purchase Agreement made July 20, 2011 (as supplemented and amended by the other letter agreements, and as otherwise supplemented, amended or modified from time to time, the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 to the Amendment (this "**Letter Agreement**") certain additional terms and conditions regarding the sale or lease of the Aircraft subject to the Agreement. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 DEFINITIONS

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in Letter Agreement No. 1 to the Agreement or, if not defined therein, in any applicable Lease entered into by the Buyer.

2 [*CTR]

2.1 [*CTR]

[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

2.2 Adjustment

[*CTR]

[*CTR]

(i) [*CTR]

(ii) [*CTR]

(iii) [*CTR]

(iv) [*CTR]

2.3 [*CTR]

[*CTR]

3 PAYMENTS

All payments of [*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

4 SETOFF PAYMENTS

The first paragraph of Clause 5.7 of the Agreement is deleted in its entirety and replaced with the following quoted text:

[*CTR]

QUOTE

Notwithstanding anything to the contrary contained herein, the Seller may, upon thirty (30) days prior written notice to the Buyer, set-off any undisputed, matured obligation owed by the Buyer or any of its Affiliates to the Seller or its Affiliates, if with respect to the payment of any single amount then due, such amount exceeds US\$[*CTR] (US dollars –[*CTR]) or with respect to the payment of all amounts then due, such amounts exceed US\$[*CTR] (US dollars –[*CTR]) in the aggregate, against any undisputed, matured obligation owed by the Seller or any of its Affiliates to the Buyer or any of its Affiliates, regardless of the place of payment or currency; provided, however, that the Seller will not be entitled to set-off any amounts owed by the Buyer against any payments of Rent Subsidy owed by the Seller.

UNQUOTE

5 LIMITATIONS [*CTR]

[*CTR]

6 [*CTR]

[*CTR]

7 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 21 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 21.5 or 21.6 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

8 CHAPTER 11 CASES

The Seller acknowledges that the Buyer is a debtor in possession under the Bankruptcy Code in the Chapter 11 Cases pending in the Bankruptcy Court. The Buyer, and certain of its debtor affiliates, commenced the Chapter 11 Cases on the Commencement Date.

The Seller agrees that notwithstanding the date this Letter Agreement is executed, this Letter Agreement does not constitute an assumption of the Agreement or entry into a new postpetition agreement unless and until the Bankruptcy Court enters an Assumption Order. Accordingly, notwithstanding anything to the contrary set forth in this Letter Agreement, the parties agree that the Agreement (as amended hereby) will only be deemed assumed, pursuant to section 365 of the Bankruptcy Code, on the Assumption Date.

9 EFFECTIVENESS

Except for the provisions of Clauses 7, 8, 9 and 10 of this Letter Agreement that are effective, binding, and enforceable upon execution by the parties of this Letter Agreement, all rights, obligations, and agreements of the parties set forth herein will become effective, binding, and enforceable on the Assumption Date.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

10 CONFIDENTIALITY

Each of the Seller and the Buyer agree not to disclose the terms and conditions of this Letter Agreement to any person without the prior written consent of the other party. Notwithstanding the foregoing, each of the Seller and the Buyer agrees that such terms and conditions may be disclosed without such prior written consent to (i) the Official Committee of Unsecured Creditors (excluding Boeing Capital Corporation) and/or its professional advisors retained in the Chapter 11 Cases in accordance with the terms of the Stipulated Protective Order Pursuant to Sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 Establishing Procedures for the Protection of Confidential Information Provided by the Debtors to the Official Committee of Unsecured Creditors entered by the Bankruptcy Court on January 27, 2012 [Docket No. 891], (ii) the Bankruptcy Court, (iii) counsel and advisors for the Ad Hoc Group of AMR Corporation Creditors identified in that certain "Motion for Approval of 'Fee Letter' to Pay Certain Work Fees and Expenses of Professionals Employed by the Ad Hoc Group of AMR Corporation Creditors" filed with the Bankruptcy Court on August 29, 2012, (iv) as required by law or as necessary in connection with the enforcement of such party's rights hereunder, and (v) the board of directors, managers, employees, auditors, and legal, financial and technical advisors of each party.

11 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Airbus S.A.S

Its: Senior Vice President Contracts

Accepted and Agreed

AMERICAN AIRLINES, INC.

By: /s/ American Airlines, Inc.

Its: Vice President

ADJUSTMENT FORMULA1.1 [*CTR] Price

The [*CTR] as quoted in Paragraph 2.1 of Letter Agreement No. 2 to Amendment No. 1 to the Agreement is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

1.2 [*CTR] Period

The [*CTR] has been established in accordance with the average economic conditions prevailing in [*CTR] and corresponding to a base amount stated in [*CTR] delivery conditions as defined by the ECIB and ICB index values indicated hereafter.

1.3 Indexes

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" (hereinafter referred to as "**ECI336411W**"), quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100).

The quarterly value released for a certain month (March, June, September and December) will be the one deemed to apply for the two (2) preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU2023211000000I.

Material Index: "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI Detailed Report" (found in Table 6. "Producer price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

1.4 Revision Formula

[*CTR]

[*CTR]

[*CTR]

[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR]

[*CTR]

[*CTR]

1.5 General Roundings

1.5.1 Roundings

The Labor Index average and the Material Index average will be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

Each quotient, ECIn/ECIb and ICn/ICb, will be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

The final factor will be rounded to the nearest ten-thousandth (4 decimals).

The final price will be rounded to the nearest whole number (0.5 or more rounded to 1).

1.5.2 Substitution of Indexes

If:

- (i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in this Adjustment Formula, or
- (ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or
- (iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed;

the Seller will select a substitute index for inclusion in this Adjustment Formula (the “**Substitute Index**”), [*CTR]

As a result of the selection of the Substitute Index, the Seller will make an appropriate adjustment to this Adjustment Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

1.5.3 Final Index Values

The Index values as defined in Paragraph 1.4 above will be considered final and no further adjustment to the [*CTR] as revised at January of the year of Delivery of the relevant Leased Aircraft will be made after Aircraft delivery for any subsequent changes in the published Index values.

1.5.4 Limitation

Should the sum of [*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

[*CTR]

[*CTR] = [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

AMERICAN AIRLINES, INC.
Computation of Ratio of Earnings to Fixed Charges
(in millions)

	Three Months Ended March 31,	
	2013	2012
Loss:		
Loss before income taxes	\$ (283)	\$ (1,676)
Add: Total fixed charges (per below)	431	413
Less: Interest capitalized	12	12
Total earnings (loss) before income taxes	<u>\$ 136</u>	<u>\$ (1,275)</u>
Fixed charges:		
Interest	\$ 175	\$ 170
Portion of rental expense representative of the interest factor	250	227
Amortization of debt expense	6	16
Total fixed charges	<u>\$ 431</u>	<u>\$ 413</u>
Ratio of earnings to fixed charges	<u>—</u>	<u>—</u>
Coverage deficiency	<u>\$ 295</u>	<u>\$ 1,688</u>

I, Thomas W. Horton, certify that:

1. I have reviewed this quarterly report on Form 10-Q of American Airlines, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 18, 2013

/s/ Thomas W. Horton

Thomas W. Horton

Chairman and Chief Executive Officer

I, Isabella D. Goren, certify that:

1. I have reviewed this quarterly report on Form 10-Q of American Airlines, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 18, 2013

/s/ Isabella D. Goren

Isabella D. Goren

Senior Vice President and Chief Financial Officer

AMERICAN AIRLINES, INC.
Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of American Airlines, Inc., a Delaware corporation (the Company), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 (the Form 10-Q) of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 18, 2013

/s/ Thomas W. Horton

Thomas W. Horton

Chairman and Chief Executive Officer

Date: April 18, 2013

/s/ Isabella D. Goren

Isabella D. Goren

Senior Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-Q or as a separate disclosure document.