

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

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

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the Quarterly Period Ended June 30, 2010.

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)

4333 Amon Carter Blvd.
Fort Worth, Texas

(Address of principal executive offices)

13-1502798

(I.R.S. Employer Identification No.)

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 July 10, 2010.

EXPLANATORY NOTE

This Form 10-Q/A (Amendment No. 1) to American Airlines, Inc.'s (American's) Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2010, initially filed with the Securities and Exchange Commission (SEC) on July 21, 2010 (Original Filing) is being filed in response to communications received from the SEC in connection with a confidential treatment request with respect to (i) Exhibit 10.1, Purchase Agreement No. 1977 Supplement 34 dated as of July 21, 2010, and (ii) Exhibit 10.2, Purchase Agreement No. 3219 Supplement No. 2 dated as of July 21, 2010. Item 6 of Part II of the Original Filing is hereby amended to include revised redacted versions of Exhibits 10.1 and 10.2.

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 Supplemental Agreement No. 34 to Purchase Agreement No. 1977 by and between American Airlines, Inc. and The Boeing Company dated as of July 21, 2010. 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.
 - 10.2 Supplemental Agreement No. 2 to Purchase Agreement No. 3219 by and between American Airlines, Inc. and The Boeing Company dated as of July 21, 2010. 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 and six months ended June 30, 2010 and 2009.
 - 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 Airlines, Inc's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, formatted in XBRL (Extensible Business Reporting Language): (i) the Condensed 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.
-

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: December 9, 2010

BY: /s/ Isabella D. Goren
Isabella D. Goren
Senior Vice President and Chief Financial Officer

Supplemental Agreement No. 34

to

Purchase Agreement No. 1977

between

The Boeing Company

and

American Airlines, Inc.

Relating to Boeing Model 737-800 Aircraft

THIS SUPPLEMENTAL AGREEMENT, entered into as of July 21, 2010, (Supplemental Agreement Number 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, together with its successors and permitted assigns (Customer);

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 (the Purchase Agreement). Capitalized terms used herein without definitions shall have the meanings specified therefore in such Purchase Agreement;

WHEREAS, pursuant to Letter Agreement No. 6-1162-AKP-075 titled Aircraft Purchase Rights and Substitution Rights (the "Rights Letter"), Boeing and Customer have agreed to, among other things, the treatment of aircraft Purchase Rights;

WHEREAS, pursuant to Purchase Agreement No. 1977 Supplement Agreement No. 19 ("SA 19"), Boeing and Customer have agreed to, among other things, [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT];

WHEREAS, pursuant to Letter Agreement No. 6-1162-LAJ-936 titled Special Matters for Model 737, 757, 767 and 777 Aircraft ("Special Matters Letter"), Boeing and Customer have agreed to, among other things, treatment of [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT];

P.A. No. 1977
AAL

SA-34

BOEING PROPRIETARY

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

- 1) Boeing [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], and Customer exercises the aforementioned aircraft, which were not previously exercised by Customer on their respective MADP Exercise Date of [CONFIDENTIAL PORTION AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- 2) Customer exercises the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- 3) Customer [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- 4) Customer exercises the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- 5) Customer [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- 6) A [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT], which Customer subsequently exercises in accordance with the terms and conditions for such Rights Aircraft as set forth in the Rights Letter; and
- 7) [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT], as more specifically provided for in Letter Agreement No. AAL-PA-1977-LA-01073 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT A REQUEST FOR CONFIDENTIAL TREATMENT] and Permitted Transactions 3 (LA-01073).

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. The Table of Contents is removed in its entirety and replaced with the new Table of Contents, attached hereto, to add Table 1E entitled Aircraft Delivery, Description, Price, and Advance Payments – SA-34 Exercised Aircraft and Letter Agreement No. AAL-PA-1977-LA-01073 entitled Advance Payments and Permitted Transactions 3 and set forth the appropriate SA-34 references;
2. Table 1E entitled Aircraft Delivery, Description, Price, and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]– SA-34 Exercised Aircraft is added to set forth the Rights Aircraft being exercised via this Supplemental Agreement;
3. Supplemental Exhibit BFE1 entitled Buyer Furnished Equipment Variables is removed in its entirety and replaced with a new BFE1, which sets forth the appropriate preliminary on-dock dates for the Rights Aircraft being exercised via this Supplemental Agreement;
4. Attachment B to Letter Agreement No. 6-1162-AKP-075 entitled Aircraft Purchase Rights and Substitution Rights is removed in its entirety and replaced with a new Attachment B, which reflects, among other things, the MADP, which are being exercised via this Supplemental Agreement;
5. Attachment C to Letter Agreement No. 6-1162-AKP-075 entitled Aircraft Purchase Rights and Substitution Rights is removed in its entirety and replaced with a new Attachment C, which reflects, among other things, the QADP, which are being exercised and declined via this Supplemental Agreement;
6. LA-01073 entitled Advance Payments and Permitted Transactions 3, attached hereto [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] being exercised via this Supplemental Agreement and the aforementioned letter agreement is hereby made part of the Purchase Agreement;
7. Upon execution of this Supplemental Agreement No. 34, [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

P.A. No. 1977
AAL

SA-34

BOEING PROPRIETARY

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 Supplemental Agreement, 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: ... *Christopher L. Odegard*

By: _____

Its: Attorney-In-Fact

Its: _____

P.A. No. 1977
AAL

SA-34

BOEING PROPRIETARY

TABLE OF CONTENTS

<u>ARTICLE</u>	SA NUMBER
1. Quantity, Model and Description	SA21
2. Delivery Schedule	
3. Price	
4. Payment	
5. Miscellaneous	
 <u>TABLE</u>	
1 Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	SA29
1A Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	SA33
1B Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	SA33
1C Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	SA33
1D Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] – Boeing Sky Interior Aircraft	SA33
1E Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] – SA-34 Exercised Aircraft	SA34
 <u>EXHIBITS</u>	
A. Aircraft Configuration	
A1 Aircraft Configuration	SA33
A2 Aircraft Configuration	SA33
B Aircraft Delivery Requirements and Responsibilities	
C Defined Terms	
 <u>SUPPLEMENTAL EXHIBITS</u>	
AE1 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Optional Features	SA20
BFE1 BFE Variables	SA34
CS1 Customer Support Variables	
SLP1 Service Life Policy Components	
EE1 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Engine Warranty and Patent Indemnity	
PA No. 1977	SA34

LETTER AGREEMENTS

6-1162-AKP-070 767 and 777 Aircraft	Miscellaneous Commitments for Model 737, 757,	
6-1162-AKP-072R1 TREATMENT]	[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR C	
6-1162-AKP-073	Accident Claims and Litigation	
6-1162-AKP-074R2	Business Considerations	
6-1162-AKP-075 - Attachment A - Attachment B - Attachment C	Aircraft Purchase Rights and Substitution Rights	SA34 SA34
6-1162-AKP-076	Aircraft Performance Guarantees	
6-1162-AKP-077	Spares Matters	
6-1162-AKP-078	Model 737 Miscellaneous Commitments	
6-1162-AKP-079 TREATMENT] Sharing	[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR C	
6-1162-AKP-080	Installation of Cabin Systems Equipment	
6-1162-AKP-081	Model 737 Maintenance Cost Commitment	
6-1162-AKP-082	Confidentiality	
6-1162-AKP-083	Model 737 Introduction Cost Commitment	
6-1162-AKP-084	Performance Retention Commitment	
6-1162-AKP-085	Component Reliability Commitments	
6-1162-AKP-117	Delivery Schedule	
6-1162-SSM-1405 Attachment B1	Multiple Operating Weight Program	
6-1162-CLO-1035	Aircraft Performance Guarantees	SA28
6-1162-CLO-1038	Advance Payments and Permitted Transactions	SA31
6-1162-CLO-1082	Advance Payments and Permitted Transactions 2	SA32
AAL-PA-1977-LA-01073	Advance Payments and Permitted Transactions 3	SA34
PA No. 1977	SA34	

Table 1E To

Purchase Agreement No. 1977

Aircraft Delivery, Description, Price and Advance Payments

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

SA-34 Exercised Aircraft

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

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

Table 1E To

Purchase Agreement No. 1977

Aircraft Delivery, Description, Price and Advance Payments

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

SA-34 Exercised Aircraft

[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 1977

P.A. No. 1977
SA34

BFE1

BOEING PROPRIETARY

AAL

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 737 AIRCRAFT

This Supplemental Exhibit BFE1 contains vendor selection dates, on-dock dates and other variables applicable to the Aircraft.

1. Supplier Selection.

Customer will:

1.1 Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	<u>Complete</u>
Galley Inserts	<u>Complete</u>
Seats (passenger)	<u>Complete</u>
Cabin Systems Equipment	<u>Complete</u>
Miscellaneous Emergency Equipment	<u>Complete</u>
Cargo Handling Systems	<u>Complete</u>

For a new certification, supplier requires notification [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Cargo Handling System on-dock date.

P.A. No. 1977
SA34

BFE1-1

AAL

2. On-dock Dates

On or before [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], Boeing will provide to Customer a BFE Requirements On-Dock/Inventory Document (BFE Document) or an electronically transmitted BFE Report which may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions relating to the in-sequence installation of BFE. For planning purposes, a preliminary BFE on-dock schedule is set forth below:

<u>Item</u>	<u>Preliminary On-Dock Dates</u>
-------------	----------------------------------

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

Seats
Galleys/Furnishings
Antennas & Mounting Equipment
Avionics
Cabin Systems Equipment
Miscellaneous Emergency Equipment
Textiles/Raw Material
Cargo Systems
Provision Kits
Winglets

P.A. No. 1977
SA34

BFE1-2

BOEING PROPRIETARY

AAL

Item Preliminary On-Dock Dates

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

Seats
Galleys/Furnishings
Antennas & Mounting Equipment
Avionics
Cabin Systems Equipment
Miscellaneous Emergency Equipment
Textiles/Raw Material
Cargo Systems
Provision Kits
Winglets

Item Preliminary On-Dock Dates

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

Seats
Galleys/Furnishings
Antennas & Mounting Equipment
Avionics
Cabin Systems Equipment
Miscellaneous Emergency Equipment
Textiles/Raw Material
Cargo Systems
Provision Kits
Winglets

P.A. No. 1977 BFE1-11 AAL
SA34

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

Subject: Advance Payments and Permitted Transactions 3

Reference: Purchase Agreement No. 1977 (the Purchase Agreement) between The Boeing Company (Boeing) and American Airlines, Inc. (Customer) relating to Model 737-823 aircraft (the Aircraft)

This 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. Advance Payments for Aircraft.

Notwithstanding Article 4.2 and Table 1D of the Purchase Agreement, which set forth Boeing's standard [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Schedule for exercised Rights Aircraft ("the Standard [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Schedule"), Boeing and Customer agree that the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Schedule for all [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] described as to be purchased via Supplemental Agreement No. 34 and the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] with deliveries scheduled for [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], and any Rights Aircraft with deliveries scheduled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], which Customer subsequently exercises in accordance with the terms and conditions for such Rights Aircraft as set forth in Letter Agreement No. 6-1162-AKP-075 entitled Aircraft Purchase Rights and Substitution Rights (the "SA 34 Relevant Aircraft") (except for any SA 34 Relevant Aircraft subject to Permitted Transactions, as defined in Paragraph 2 below), is hereby amended as follows:

- 1.1 Customer will make Advance Payments to Boeing in the amount of [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] of each SA 34 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and will do so as follows: [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (the "Modified [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Schedule").
- 1.2 Notwithstanding Section 1.3 of Letter Agreement No. 6-1162-AKP-070 entitled Miscellaneous Commitments for Model 737, 757, 767 and 777 Aircraft, Customer will pay Boeing [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] as provided in Paragraph 1.3 below. "[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Interest will be due and payable [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Boeing will invoice Customer [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] for which Interest is due. Interest will begin [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].
- 1.3 The [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. The Interest Rate thereafter shall [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

2. **Permitted Transactions**

For the purposes of this Paragraph 2, SA-34 Relevant Aircraft [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Notwithstanding Article 9.2 of the AGTA, Boeing agrees that Customer may from time to time prior to delivery of any SA 34 Relevant Aircraft enter into arrangements and agreements with lenders, lessors or other parties (whose business includes, but may not be limited to, the financing of aircraft) for the purpose of (a) [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and/or (b) consummating [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] pursuant to which the right to purchase an SA 34 Relevant Aircraft, and the corresponding obligation to make [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] with respect thereto, are conveyed to such a party [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]" and, together with an [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Facility, the "Permitted Transactions").

For the purpose of securing an [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Facility and notwithstanding the provisions of the Security Agreement between Boeing and Customer dated as of October 16, 2002, as may be subsequently amended or revised, Customer may [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] including the right to purchase an SA 34 Relevant Aircraft provided that Customer and Customer's financiers accept Boeing's customary terms and conditions for consenting [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] including, but not limited to, the following:

- (i) if Customer's financier gives notice that it intends to exercise its [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], Boeing shall have the right to assume those rights with respect to such SA 34 Relevant Aircraft [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] and received and retained by Boeing with respect to that SA 34 Relevant Aircraft (**Manufacturer's Option**);
- (ii) Customer shall continue at all times to remain liable to Boeing under the Purchase Agreement to perform all duties and obligations of Customer;
- (iii) Boeing shall not be subject to any additional liability as a result of the pledge of security which Boeing would not otherwise be subject to under the Purchase

Agreement;

- (iv) the pledge of security shall not modify in any respect the continued rights of Boeing under the Purchase Agreement, or require Boeing to divest itself of title to or possession of the SA 34 Relevant Aircraft, or any other things [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]; and
- (v) In lieu of the concessions granted to Customer under the Purchase Agreement, [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. In calculating the amount payable by the financier for an SA 34 Relevant Aircraft, [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], and this irrespective of whether the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

To assist Customer [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] Customer may execute [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Any such [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] shall be subject to the conditions that (i) it shall not subject Boeing to any liability as a result of the assignment which Boeing would not otherwise be subject to under the Purchase Agreement and (ii) no such assignment will require Boeing to divest itself of title to or possession of the aircraft [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT], the Purchase Agreement in connection with [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is contingent upon Boeing's consent, which shall not be unreasonably withheld or delayed. Boeing agrees to cooperate in good faith with Customer and to take such actions as may be reasonably requested by Customer to facilitate Permitted Transactions. In no event may Customer subject more than [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Notwithstanding Paragraph 1.1 above, [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] in respect of any SA 34 Relevant Aircraft that is subjected to a Permitted Transaction will be made in accordance with the Standard [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] for all SA 34 Relevant Aircraft that are not subject to Permitted Transactions will be made in accordance with Paragraphs 1 above.

For avoidance of doubt, nothing within this Letter Agreement is intended to, nor shall it, derogate the rights and obligations of Boeing and Customer with regard to the financing of aircraft at or following delivery in accordance with Article 9.2 of the AGTA.

3. Confidential Treatment.

Customer and Boeing understand certain commercial and financial information contained in this Letter Agreement is 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 required by law or government regulation.

Very truly yours,

THE BOEING COMPANY

By

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2010

AMERICAN AIRLINES, INC.

By _____

Its _____

P.A. No. 1977 SA-34
Advance Payments and Permitted Transactions 3

BOEING PROPRIETARY

Supplemental Agreement No. 2

to

Purchase Agreement No. 3219

between

The Boeing Company

and

American Airlines, Inc.

Relating to Boeing Model 787-9 Aircraft

THIS SUPPLEMENTAL AGREEMENT No. 2, entered into as of July 21, 2010, (SA 2) 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 as of October 15, 2008, relating to Boeing Model 787-9 aircraft (the Purchase Agreement). Capitalized terms used herein without definitions shall have the meanings specified therefore in such Purchase Agreement;

WHEREAS, on or about June 22, 2009, Boeing provided Customer with a revised delivery schedule for the Aircraft and did so in the form of Supplemental Agreement No. 1. Supplemental Agreement No. 1 was never executed by Customer and Boeing thus resulting in this Supplemental Agreement No. 2 being the first such supplement to Purchase Agreement No. 3219.

WHEREAS, the deliveries of the Aircraft have been rescheduled as set forth herein;

WHEREAS, Customer and Boeing entered into Letter Agreement No. 6-1162-CLO-1031 entitled Performance Guarantee Matters whereby Boeing had the obligation to provide to Customer [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT];

WHEREAS, Customer has selected the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT];

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. The Table of Contents is removed in its entirety and replaced with a revised Table of Contents, attached hereto, which sets forth the appropriate SA-2 references. The Table of Contents is hereby made part of the Purchase Agreement.
2. Table 1 entitled "Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]" is deleted in its entirety and replaced with a revised Table 1 R1, attached hereto, which reflects revised delivery dates for the Firm Aircraft. Table 1 R1 is hereby made part of the Purchase Agreement.
3. Table 1 entitled "Aircraft Delivery, Description, Price and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]" is deleted in its entirety as Customer has chosen the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].
4. Supplemental Exhibit BFE1 entitled "Buyer Furnished Equipment Variables" is deleted in its entirety and replaced with a revised BFE1, attached hereto, which sets forth [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Supplemental Exhibit BFE1 is hereby made part of the Purchase Agreement.
5. Supplemental Exhibit EE1 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is deleted in its entirety as Customer has chosen the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].
6. Letter Agreement No. 6-1162-CLO-1031 entitled "Performance Guarantee Matters" is deleted in its entirety and replaced with a revised letter agreement, which sets for the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Letter Agreement No. 6-1162-CLO-1031R1 is hereby made part of the Purchase Agreement.
7. Letter Agreement No. 6-1162-CLO-1032 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is deleted in its entirety and replaced with a revised letter agreement, which sets forth revised dates for [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Letter Agreement No. 6-1162-CLO-1032R1 is hereby made part of the Purchase Agreement.
8. Letter Agreement No. 6-1162-CLO-1045 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is deleted in its entirety and replaced with a revised letter agreement, which sets forth the current execution date as it relates to the Aircraft set forth in Table 1 and Attachment C to Letter Agreement No. 6-1162-TRW-0664 entitled Aircraft Purchase Rights and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Letter Agreement No. No. 6-1162-CLO-1045R1 is hereby made part of the Purchase Agreement.
9. Letter Agreement No. 6-1162-CLO-1048 entitled "Final Matters" is deleted in its entirety in consideration of the terms and conditions set forth in this Supplemental Agreement No. 2.
10. Attachments A, B, and C to Letter Agreement No. 6-1162-TRW-0664 entitled "Aircraft Purchase Rights and [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]" are deleted in their entirety and replaced with revised Attachments A, B, and C, which set forth the revised [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Revised Attachments A, B, and C are hereby made part of the Purchase Agreement.

11. Letter Agreement No. 6-1162-TRW-0665 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is deleted in its entirety as Customer has chosen the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

12. Letter Agreement No. 6-1162-TRW-0666 entitled [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] is deleted in its entirety as Customer has chosen the [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

13. Letter Agreement No. 6-1162-TRW-0674 entitled "Business Considerations" is deleted in its entirety and replaced with a revised letter agreement, which [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]. Letter Agreement No. 6-1162-TRW-0674R1 is hereby made part of the Purchase Agreement.

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

P.A. No. 3219

SA-2

AAL

BOEING PROPRIETARY

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 Supplemental Agreement, 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: Christopher L. Odgaard

By: _____

Its: Attorney-In-Fact

Its: _____

P.A. No. 3219
AAL

SA-2

BOEING PROPRIETARY

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>SA</u> <u>NUMBER</u>
1. Quantity, Model and Description	
2. Delivery Schedule	
3. Price	
4. Payment	
5. Miscellaneous	
6. Confidential Treatment	

TABLE

4. Aircraft Information Table – TRENT	SA-2
1 R1. Aircraft Information Table – GENX	SA-2

EXHIBIT

A. Aircraft Configuration	
B. Aircraft Delivery Requirements and Responsibilities	
C. Defined Terms	

SUPPLEMENTAL EXHIBITS

AE1. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	
BFE1. Buyer Furnished Equipment Variables	SA-2
CS1. 787 Customer Support Document	
EE1. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY THE WITH COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	
EE1. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY THE WITH COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	SA-2
SLP1. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	
P.A. No. 3219	SA-2 BOEING PROPRIETARY

LETTER AGREEMENTS

3219-01 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]
3219-02 Special Terms – Seats and In-Flight Entertainment
3219-04 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]
3219-05 Spare Parts Commitments
3219-06 Spare Parts Initial Provisioning
3219-08 Open Configuration Matters

6-1162-AKP-071R1 Purchase Obligations
6-1162-AKP-072R2 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-AKP-073R1 Accident Claims and Litigation
6-1162-CLO-1031R1 [CONFIDENTIAL PORTION OMITTED SA-2
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1032R1 [CONFIDENTIAL PORTION OMITTED SA-2
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1039 [CONFIDENTIAL PORTION OMITTED
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1043 787 Inspection Process
6-1162-CLO-1042 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1045R1 [CONFIDENTIAL PORTION OMITTED SA-2
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1046 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT]
6-1162-CLO-1047 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT]
~~6-1162-CLO-1048~~ **Final Matters SA-2**
6-1162-CLO-1049 CS1 Matters
6-1162-TRW-0664 Aircraft Purchase Rights and Substitution
Rights
Attachment A – MADP Exercise Dates SA-2
Attachment B – QADP Exercise Dates SA-2
Attachment C – MADP & QADP SA-2
Rights Aircraft

~~6-1162-TRW-0665~~ [CONFIDENTIAL PORTION OMITTED SA-2
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
~~6-1162-TRW-0666~~ [CONFIDENTIAL PORTION OMITTED SA-2
AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
6-1162-TRW-0667 [CONFIDENTIAL PORTION OMITTED AND FILED
SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]
6-1162-TRW-0668 [CONFIDENTIAL PORTION OMITTED AND FILED
SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR
CONFIDENTIAL TREATMENT]
6-1162-TRW-0670 Miscellaneous Commitments for Model 787 Aircraft
6-1162-TRW-0671 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT]
6-1162-TRW-0672 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST
FOR CONFIDENTIAL TREATMENT]
6-1162-TRW-0673 Confidentiality
6-1162-TRW-0674R1 Business Considerations SA-2

Table 1 R1 To

Purchase Agreement No. PA-03219

Aircraft Delivery, Description, Price and Advance Payments

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

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

Table 1 R1 To

Purchase Agreement No. PA-03219

Aircraft Delivery, Description, Price and Advance Payments

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

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

Table 1 R1 To

Purchase Agreement No. PA-03219

Aircraft Delivery, Description, Price and Advance Payments

[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 3219

P.A. No. 3219
PA_Supp_Ex_BFE1 Rev.: 4/10/07

BFE1

SA-2

BOEING PROPRIETARY

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODEL 787 AIRCRAFT

This Supplemental Exhibit BFE1 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:

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

2. Certification Document.

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

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.

P.A. No. 3219
PA_Supp_Ex_BFE1

BFE1-1

SA-2

BOEING PROPRIETARY

4. Delivery Dates and Other Information

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

<u>Item</u>	<u>Preliminary On-Dock Dates</u>
-------------	----------------------------------

Premium Class (PC) Seats	[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
--------------------------	--

Lifeseats [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT] (As specified in Option Number _____)	
---	--

Galley Meal Carts [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]	
--	--

(As specified in Option Number _____)	
---------------------------------------	--

P.A. No. 3219
PA_Supp_Ex_BFE1

BFE1-2

SA-2

BOEING PROPRIETARY

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

Subject: Performance Guarantee Matters

Reference: (a) Purchase Agreement No. 3219 (the Purchase Agreement) between The Boeing Company (Boeing) and American Airlines, Inc. (Customer) relating to Model 787-923 aircraft (the Aircraft)
(b) Letter Agreement No. 6-1162-TRW-0671 entitled Performance Guarantees (the Performance Guarantees)

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. Performance Guarantees:

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

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

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

P.A. No. 3219
Performance Guarantee Matters Rev.: 04/03/08

SA-2

BOEING PROPRIETARY

2. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

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

3. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

P.A. No. 3219
Performance Guarantee Matters Rev.: 04/03/08

SA-2

BOEING PROPRIETARY

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 _____

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2010

AMERICAN AIRLINES, INC.

By _____

Its _____

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

Subject: [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

- Reference:
- (a) Purchase Agreement No. 3219 (the Purchase Agreement) between The Boeing Company (Boeing) and American Airlines, Inc. (Customer) relating to Model 787-923 aircraft (the Aircraft)
 - (b) Purchase Agreement No. 1979 between The Boeing Company and American Airlines, Inc. relating to Model 767-323ER aircraft
Purchase Agreement No. 1980 between The Boeing Company and American Airlines, Inc relating to Model 777-223IGW aircraft
 - (c)
 - (d) Security Agreement dated October 16, 2002, as subsequently amended, between The Boeing Company and American Airlines, Inc.

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. Introduction.

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

2. [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

P.A. No. 3219 SA-2
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
BOEING PROPRIETARY

6.2 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

6.3 [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

7. Subsequent Agreement Amendments.

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

8. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

P.A. No. 3219
Reconfirmation Rights

SA-2

BOEING PROPRIETARY

9. 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 _____

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2010

AMERICAN AIRLINES, INC.

By _____

Its _____

Attachments:

1. [CONFIDENTIAL PORTION OMITTED
2. AND FILED SEPARATELY WITH THE
3. COMMISSION PURSUANT TO A REQUEST
4. FOR CONFIDENTIAL TREATMENT]

P.A. No. 3219
Reconfirmation Rights

SA-2

BOEING PROPRIETARY



6-1162-CLO-1045R1

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

Subject: [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

Reference: (a) Purchase Agreement No. 3219 (the Purchase Agreement) between The Boeing Company (Boeing) and American Airlines, Inc. (Customer) relating to Model 787-923 aircraft (the Aircraft)
(b) [CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]
(c) Letter Agreement No. 6-1162-TRW-0664 entitled Aircraft Purchase Rights and Substitution Rights

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

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

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 SA-2
Treatment of Aircraft Delivering Beyond the MFC Period

BOEING PROPRIETARY

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 _____

Its Attorney-In-Fact

ACCEPTED AND AGREED TO this

Date: July 21, 2010

AMERICAN AIRLINES, INC.

By _____

Its _____

P.A. No. 3219 SA-2
Treatment of Aircraft Delivering Beyond the MFC Period

BOEING PROPRIETARY

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

Subject: Business Considerations

Reference: Purchase Agreement No. 3219 (the Purchase Agreement) between The Boeing Company (Boeing) and American Airlines, Inc. (Customer) relating to Model 787-923 aircraft (Aircraft) and 787-323 and 787-823 Substitute Aircraft (each Substitute 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.

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

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

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

P.A. No. 3219
Business Considerations

SA-2

BOEING PROPRIETARY

2. **Simulator Package**[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT].

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

3. **Delivery Reschedule Credit Memorandum.**

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

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

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

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

P.A. No. 3219
Business Considerations

SA-2

BOEING PROPRIETARY

5. **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 _____

Its Attorney-In-Fact _____

ACCEPTED AND AGREED TO this

Date: July 21, 2010

AMERICAN AIRLINES, INC.

By _____

Its _____

P.A. No. 3219
Business Considerations

SA-2

BOEING PROPRIETARY

Attachment C to Letter Agreement No. LA Number No. 6-1162-TRW-0664

Rights Aircraft Delivery, Description, Price and Advance Payments

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

Attachment C to Letter Agreement No. LA Number No. 6-1162-TRW-0664

Rights Aircraft Delivery, Description, Price and Advance Payments

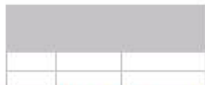
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT]

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

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

Attachment 1 – 767 MAPD and QADP upon execution of this Letter Agreement

**Attachment B to Letter Agreement 6-1162-AKP-100R2 (Model 767)
MAPD Rights Aircraft Delivery Months and Exercise Dates**

A table with a grey header row and two white data rows, each with three columns. The content is redacted.

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

Attachment 1 - 767 MAPD and QADP upon execution of this Letter Agreement

**Attachment C to Letter Agreement 6-1162-AKP-100R2 (Model 767)
QADP Rights Aircraft Delivery Quarters and Exercise Dates**

A table with a grey header row and two white data rows, each with three columns. The content is redacted.

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

Attachment 2 – 777 MADP and QADP upon execution of this Letter Agreement

Attachment B to Letter Agreement 6-1162-AKP-110R2 (Model 777)
MADP Rights Aircraft Delivery Months and Exercise Dates

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

Attachment 2 – 777 MADP and QADP upon execution of this Letter Agreement

Attachment C to Letter Agreement 6-1162-AKP-110R2 (Model 777)
QADP Rights Aircraft Delivery Quarters and Exercise Dates

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

Attachment 3 – 767 MADP and QADP if no 787s are
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B to Letter Agreement 6-1162-AKP-100R2 (Model 767)
MADP Rights Aircraft Delivery Months and Exercise Dates

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

PA No. 1979

SA No. 8

Page 1 of 1

Attachment 3 – 767 MADP and QADP if no 787s are
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment C to Letter Agreement 6-1162-AKP-100R2 (Model 767)
QADP Rights Aircraft Delivery Quarters and Exercise Dates

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

PA No. 1979

SA No. 8

Page 1 of 1

Attachment 4 – 777 MADP and QADP if no 787s are
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment B to Letter Agreement 6-1162-AKP-110R2 (Model 777)
MADP Rights Aircraft Delivery Months and Exercise Dates

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

Attachment 4 – 777 MADP and QADP if no 787s are
[CONFIDENTIAL PORTION OMITTED AND FILED SEPARATELY WITH THE COMMISSION PURSUANT TO A
REQUEST FOR CONFIDENTIAL TREATMENT]

Attachment C to Letter Agreement 6-1162-AKP-110R2 (Model 777)
QADP Rights Aircraft Delivery Quarters and Exercise Dates

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