

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re : Chapter 11 Case No.  
: :  
AMR CORPORATION, *et al.*, : 11-15463 (SHL)  
: :  
Debtors. : (Jointly Administered)  
: :  
-----X

**NOTICE OF DEFERRAL  
REGARDING EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases to be Deferred.** Pursuant to Section 8.2(c) of the Debtors' Second Amended Joint Chapter 11 Plan (ECF No. 8590) (as it may be amended, the "**Plan**"),<sup>1</sup> AMR Corporation and its related debtors, as debtors and debtors in possession (collectively, the "**Debtors**" or "**American**") have filed a version of Schedule 8.1(c)(3) to the Plan Supplement listing certain executory contracts and unexpired leases relating to Aircraft Equipment that the Debtors have designated as "Deferred." The Debtors may amend Schedule 8.1(c)(3) on or prior to 4:00 p.m. (Eastern Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing in order to add, delete or reclassify any executory contract or unexpired lease relating to Aircraft Equipment. Certain executory contracts and/or unexpired leases relating to Aircraft Equipment to which you or an affiliate are a party are listed on Schedule 8.1(c)(3) to the Plan Supplement (a copy of which is attached hereto as

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<sup>1</sup> On June 7, 2013, the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") approved the Disclosure Statement (the "**Disclosure Statement**") for the Plan for use by the Debtors in soliciting acceptances or rejections of the Plan (ECF No. 8614). Copies of the Disclosure Statement, the Plan, the Plan Supplement, and the order approving the Disclosure Statement can be obtained by accessing the website established by the Debtors' claims and noticing agent, GCG, Inc., at <http://www.amrcaseinfo.com>.

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

Exhibit A) and thus have been designated as “Deferred.”<sup>2</sup>

**2. Rejection or Assumption of Deferred Executory Contracts and Unexpired Leases Relating to Aircraft Equipment.** Pursuant to Section 8.2(b) of the Plan, the Debtors may assume, assume and assign, or reject any executory contract or unexpired lease relating to Aircraft Equipment that is listed on Schedule 8.1(c)(3) by filing with the Bankruptcy Court and serving upon the relevant Deferred Counterparty a Notice of Intent to Assume or a Notice of Intent to Reject at any time before the Deferred Agreement Deadline; provided that if the Reorganized Debtors do not file a Notice of Intent to Assume or a Notice of Intent to Reject by the Deferred Agreement Deadline with respect to any executory contract or unexpired lease relating to Aircraft Equipment listed on Schedule 8.1(c)(3), such executory contract or unexpired lease shall be deemed rejected effective as of the 181<sup>st</sup> calendar day after the Effective Date.

Dated: New York, New York  
July 19, 2013

*/s/ Jasmine Ball*

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Michael E. Wiles

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Special Aircraft Counsel for Debtors  
and Debtors in Possession

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<sup>2</sup> This Notice is being sent to counterparties of third-party contracts and leases. Receipt of this Notice is not an admission by the Debtors that any of the contracts or leases listed on Exhibit A are executory contracts or unexpired leases or that any Debtor, or its respective Affiliates, has any liability thereunder. Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the contracts or leases listed on Exhibit A are not executory contracts or unexpired leases.

**Exhibit A**

Copy of Schedule 8.1(c)(3) Attached Hereto

## **Schedule 8.1(c)(3) – Executory Contracts and Unexpired Leases Related to Aircraft Equipment to be DEFERRED**

*An index to this schedule follows the table.*

### **General Notes to Schedule 8.1(c)(3):**

1. Neither the exclusion nor the inclusion of a contract or lease by the Debtors on this Schedule, nor anything contained herein, shall constitute an admission by the Debtors that any such lease or contract is an unexpired lease or executory contract or that any Debtor, or its respective Affiliates, has any liability thereunder. In addition, out of an abundance of caution, the Debtors have listed certain leases or contracts on these Schedules that have or may have either terminated or expired (or will terminate or expire) prior to the Confirmation Hearing pursuant to the terms of such leases or contracts. All contracts or leases listed on Schedule 8.1(c)(3) shall be deemed to be rejected six months (180 days) after the Effective Date unless otherwise agreed by the parties in writing, or unless such contract or lease is otherwise assumed or rejected earlier. The Debtors reserve the right, on or prior to 4:00 p.m. on the Business Day immediately prior to the commencement of the Confirmation Hearing to amend Schedule 8.1(c)(3) in order to add, delete or reclassify any executory contract or unexpired lease.
2. As a matter of administrative convenience, in many cases the Debtors have listed the original parties to the documents listed in Schedule 8.1(c)(3) without taking into account any succession of trustees or any other transfers from one party to another. The fact that the current parties to a particular agreement may not be named in these Schedules is not intended to change the treatment of such documents.
3. Although in most instances only certain agreements governing an aircraft lease or financing transaction are currently described herein for an aircraft lease or financing transaction that is being deferred, each other related operative document to which a Debtor is a party that is integral to such transaction (including, without limitation, any lessee consent to any leveraging transaction in connection with any lease) also will be deemed to be part of Schedule 8.1(c)(3) and shall be deferred if the related aircraft lease or financing is deferred unless such operative document has otherwise been assumed or rejected. References to any agreement to be deferred are to the applicable agreement and other operative documents, as may have been amended, modified or supplemented from time to time and as is in effect as of the date hereof, as may be further amended, modified or supplemented by the parties thereto between the date hereof and the Effective Date.

Row		FAA Registration #	Agreement
1		N9621A	<ul style="list-style-type: none"> <li>• Amended and Restated Participation Agreement (2001 N9621A), dated as of April 9, 2001 among American Airlines, Inc., First Security Bank, National Association, as Owner Trustee, Wilmington Trust Company, as Indenture Trustee, TA Air VI, Corp., as Owner Participant, and UT Finance Corporation, as Loan Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Amended and Restated Lease Agreement (2001 N9621A), dated as of April 9, 2001, between First Security Bank, National Association, not in its individual capacity, except as expressly stated therein, but solely as Owner Trustee, as Lessor, and American Airlines, Inc., as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Amended and Restated Tax Indemnity Agreement, dated as of April 9, 2001, between TWA Airlines LLC, as Lessee, and TA Air VI, Corp., as Owner Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>
2		N978TW	<ul style="list-style-type: none"> <li>• Amended and Restated Participation Agreement (2001 N978TW), dated as of April 9, 2001, among American Airlines, Inc., First Security Bank, National Association, as Owner Trustee, Wilmington Trust Company, as Indenture Trustee, The Fifth Third Leasing Company, as Owner Participant, and Deutsche Verkehrsbank AG, as Loan Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Amended and Restated Lease Agreement (2001 N978TW), dated as of April 9, 2001, between First Security Bank, National Association, not in its individual capacity, except as expressly stated therein, but solely as Owner Trustee, as Lessor, and American Airlines, Inc., as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Amended and Restated Tax Indemnity Agreement, dated as of April 9, 2001, between TWA Airlines LLC, as Lessee, and The Fifth Third Leasing Company, as Owner Participant, as the same has been</li> </ul>

Row		FAA Registration #	Agreement
			or may from time to time be supplemented, modified or amended.
3		N174AA	<ul style="list-style-type: none"> <li>• Loan Agreement (AA 2002-SF12), dated as of September 11, 2002, among American Airlines, Inc., Wilmington Trust Company, as Security Trustee, and any registered holder of the notes issued thereunder, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Security Agreement (AA 2012-SF12), dated as of September 11, 2002, between American Airlines, Inc. and Wilmington Trust Company, as Security Trustee, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>
4		N179AA	<ul style="list-style-type: none"> <li>• Loan Agreement (AA 2002-SF14), dated as of September 11, 2002, among American Airlines, Inc., Wilmington Trust Company, as Security Trustee, and any registered holder of the notes issued thereunder, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Aircraft Security Agreement (AA 2012-SF14), dated as of September 11, 2002, between American Airlines, Inc. and Wilmington Trust Company, as Security Trustee, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>
5		N618AA	<ul style="list-style-type: none"> <li>• Participation Agreement (AA 1990 ETC Series H), dated as of June 15, 1990, among American Airlines, Inc., Meridian Trust Company, as Owner Trustee, The Connecticut National Bank, as Indenture Trustee, and AT&amp;T Credit Corporation, as Owner Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Lease Agreement (AA 1990 ETC Series H), dated as of June 15, 1990, between Meridian Trust Company, not in its individual capacity but solely as Owner Trustee, as Lessor, and American Airlines, Inc., as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Trust Indenture and Security Agreement (AA 1990 ETC Series H), dated as of June 15, 1990, among Meridian Trust Company, not in its individual</li> </ul>

Row		FAA Registration #	Agreement
			<p>capacity except as expressly set forth therein, but solely as Owner Trustee, The Connecticut National Bank, as Indenture Trustee, and American Airlines, Inc., as the same has been or may from time to time be supplemented, modified or amended.</p> <ul style="list-style-type: none"> <li>• Tax Indemnity Agreement, dated as of June 15, 1990, between American Airlines, Inc., as Lessee, and AT&amp;T Credit Corporation, as Owner Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>
6		N369AA	<ul style="list-style-type: none"> <li>• Participation Agreement (AA 1992-A1), dated as of March 25, 1992, among American Airlines, Inc., Ameritrust Company National Association, as Owner Trustee, First Security Bank of Utah, N.A., as Indenture Trustee, NYNEX Credit Company, as Owner Participant, and Trust Company Bank, as Loan Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Lease Agreement (AA 1992-A1), dated as of March 25, 1992, between Ameritrust Company National Association, not in its individual capacity, expect as expressly stated therein, but solely as Owner Trustee, as Lessor, and American Airlines, Inc., as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>
7		N376AN	<ul style="list-style-type: none"> <li>• Participation Agreement (AA 1992 AF-3), dated as of August 1, 1992, between American Airlines, Inc., as Lessee, Wilmington Trust Company, as Owner Trustee, Nationsbank of Georgia, National Association, as Indenture Trustee, AT&amp;T Credit Corporation, as Owner Participant, and CIB, Inc., as Original Loan Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> <li>• Lease Agreement (AA 1992 AF-3), dated as of August 1, 1992, between Wilmington Trust Company, not in its individual capacity except as expressly stated therein, but solely as Owner Trustee, and American Airlines, Inc., as Lessee, as the same has been or may from time to time be supplemented, modified or</li> </ul>

Row		FAA Registration #	Agreement
			amended. <ul style="list-style-type: none"> <li>• Tax Indemnity Agreement (AA 1992 AF-3), dated as of August 1, 1992, between American Airlines, Inc., as Lessee, and AT&amp;T Credit Corporation, as Owner Participant, as the same has been or may from time to time be supplemented, modified or amended.</li> </ul>

*Index to Schedule by FAA Registration Number:*

N174AA Row 3  
 N179AA Row 4  
 N369AA Row 6  
 N376AN Row 7  
 N618AA Row 5  
 N9621A Row 1  
 N978TW Row 2