

# **EXHIBIT J**

**FIRST AMENDMENT TO  
MASTER EQUIPMENT LEASE AGREEMENT**

DFW 1992 FIC

working  
DFW-6096

This First Amendment to Master Equipment Lease Agreement (the or this "First Amendment") made and entered into as of November 1, 1992, by and between Dallas-Fort Worth International Airport Board ("Lessor") being the duly and lawfully constituted and operating Board of Directors of the Dallas-Fort Worth International Airport, belonging jointly to the Cities of Dallas and Fort Worth, Texas, and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal office in Fort Worth, Texas (the "Lessee").

WHEREAS, the Lessor and the Lessee have heretofore entered into a certain Master Equipment Lease (the "Master Equipment Lease"), dated as of December 1, 1990, whereby the Lessor leased certain "Equipment" (as defined in the Master Equipment Lease) to the Lessee for the respective terms and under the provisions set forth therein;

DFW 1990  
FIC

WHEREAS, such Equipment was financed with a portion of the proceeds of bonds designated for such purpose and issued pursuant to that certain Facilities Agreement (the "Initial Facilities Agreement") dated as of December 1, 1990, by and between the Dallas-Fort Worth International Airport Facility Improvement Corporation (the "Authority") and the Lessee;

WHEREAS, the Authority and the Lessee have entered into a certain new Facilities Agreement (the "1992 Facilities Agreement"), dated as of November 1, 1992, pursuant to which the Authority agrees to issue another series of its bonds, to be designated "Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Bonds, Series 1992" (the "Series 1992 Bonds");

WHEREAS, the Lessor and the Lessee desire that the equipment to be financed with the Series 1992 Bonds by this Amendment be subject to provisions of the Master Lease Agreement, as amended by this First Amendment.

Section 1. The Lessor and Lessee hereby agrees that the Master Equipment Lease is hereby amended as set forth in this First Amendment and that, except as otherwise specifically provided herein, is continued without interruption.

Section 2. The Equipment listed on Equipment Schedules executed and attached hereto from time to time describing the equipment financed with the Series 1992 Bonds is hereby incorporated by reference and included as part of the "Equipment" as set forth in Section 2.1 of the Master Equipment Lease, the Primary Term for which will begin and end on the dates specified in the relevant Equipment Schedule.

Section 3. The aggregate base rental (the "Basic Rent") payable by Lessee to Lessor for the use of such additional Equipment financed under the 1992 Facilities Agreement is One Hundred and No/100 Dollars (\$100.00). Lessor hereby acknowledges receipt in full of the entered amount of the Basic Rent.

**IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.**


**DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD**

By: 

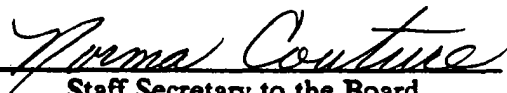
Name: Vernell Sturns

Title: Executive Director

**APPROVED AS TO FORM:**

  
Legal Counsel to the Board

**ATTEST:**

  
Staff Secretary to the Board

**AMERICAN AIRLINES, INC.**

By: 

Name: MICHAEL J. DURHAM

Title: SR. V.P. FINANCE & CFO