

EXHIBIT JJ

FACILITIES AGREEMENT

by and between

AMERICAN AIRLINES, INC.

and

DALLAS/FORT WORTH INTERNATIONAL AIRPORT
FACILITY IMPROVEMENT CORPORATION

Dated as of June 1, 2007

Relating to

Dallas/Fort Worth International Airport
Facility Improvement Corporation
American Airlines, Inc. Revenue Refunding Bonds,
Series 2007

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND REPRESENTATIONS

Section 1.1	Definitions and Construction	2
Section 1.2	Interpretation	8
Section 1.3	Representations by the Issuer	9
Section 1.4	Representations by the Company	10

ARTICLE II
REFINANCING OF THE PROJECT; PAYMENT AND PREPAYMENT PROVISIONS

Section 2.1	Refinancing the Project	11
Section 2.2	Term; Cancellation at Expiration of Term	11
Section 2.3	Facilities Payments	12
Section 2.4	Issuer's Rights Assigned to Trustee	13
Section 2.5	Company Option to Designate Interest Rate Determination Methods	13
Section 2.6	Credit Facility	14
Section 2.7	Purchase of Bonds	15
Section 2.8	Usury	15
Section 2.9	Optional Prepayment	15
Section 2.10	Obligation of Company Unconditional	16
Section 2.11	Additional Financing	17

ARTICLE III
USE OF THE PROJECT; CUSTODY AND
APPLICATION OF PROCEEDS OF BONDS

Section 3.1	Use of the Project	17
Section 3.2	Application of Bond Proceeds; Payment of Costs of Issuance	17

ARTICLE IV
PARTICULAR COVENANTS

Section 4.1	Dissolution or Merger of the Company	18
Section 4.2	Assignment	18
Section 4.3	Indemnity of Governmental Units and Issuer	18
Section 4.4	Fees and Expenses of Trustee; Indemnification of Trustee	20
Section 4.5	Expenses of Issuer	21
Section 4.6	Discharge of Liens on Payments	21
Section 4.7	Inspection of the Books and Records	21
Section 4.8	Further Assurances and Corrective Instruments	21
Section 4.9	Amendments to Indenture	21
Section 4.10	Force Majeure	21

ARTICLE V
DEFAULT AND REMEDIES

Section 5.1	Events of Default	22
Section 5.2	Remedies on Default	22
Section 5.3	Remedies Cumulative	23

ARTICLE VI
TAX COVENANTS

Section 6.1	General Tax Covenant	23
Section 6.2	Specific Covenants	24
Section 6.3	Limitation on Maturity	24
Section 6.4	Costs of Issuance	24
Section 6.5	No Federal Guaranty	25
Section 6.6	Public Approval	25
Section 6.7	Arbitrage	25
Section 6.8	Information Reporting	25
Section 6.9	Other Information	25

ARTICLE VII
MISCELLANEOUS

Section 7.1	Application of Moneys; Rights of Company	26
Section 7.2	Benefit of and Enforcement by the Bondholders	26
Section 7.3	Limitations on Liability of Issuer, Board and Governmental Units	26
Section 7.4	Limitation of Liability of Officers, Employees and Agents of the Company	26
Section 7.5	Amendments to Agreement, Consent of Trustee Required	26
Section 7.6	Notices	27
Section 7.7	Net Agreement	27
Section 7.8	Applicable Law	28
Section 7.9	Severability	28
Section 7.10	Counterparts	28

Exhibit A - Form of Disbursement Request	A-1
--	-----

THIS FACILITIES AGREEMENT (the "Agreement"), made and dated as of June 1, 2007, is by and between the Dallas/Fort Worth International Airport Facility Improvement Corporation (the "Issuer"), a nonprofit airport facility financing corporation created under the Act (as hereinafter defined), and American Airlines, Inc. (the "Company"), a Delaware corporation.

WITNESSETH THAT:

WHEREAS, the Cities of Dallas and Fort Worth, Texas (the "Governmental Units") are parties to a joint action agreement dated April 15, 1968, entered into pursuant to Chapter 22, Texas Transportation Code, as amended (the "Act"), which governs, among other things, the construction and operation of the Dallas/Fort Worth International Airport (the "Airport");

WHEREAS, the Act authorizes the Governmental Units to create a nonprofit airport facility financing corporation for the purpose of providing financing to pay the costs, including all direct and indirect costs, capitalized interest and reserves therefor, of any of the airport facilities authorized by Sections 22.011(a)-(c) and 22.012 of the Act and for such other purposes as may be set forth in the articles of incorporation of the Issuer;

WHEREAS, the Governmental Units have caused the Issuer to be created to act on their behalf in accordance with the Act;

WHEREAS, the Issuer, on behalf of the Governmental Units, is authorized to issue revenue bonds for the purpose of financing and refinancing the costs of airport facilities authorized by the Act, which revenue bonds shall be payable solely from the payments made pursuant to an agreement between the Issuer and one or more users of Airport property;

WHEREAS, the Issuer proposes to issue and sell its Dallas/Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Refunding Bonds, Series 2007 pursuant to a Trust Indenture of even date herewith (the "Indenture") between the Issuer and Manufacturers and Traders Trust Company, as Trustee (the "Trustee") to provide funds for the purpose of providing all or a portion of the funds necessary to refund the Issuer's American Airlines, Inc. Revenue Bonds, Series 1992 (the "Refunded Bonds"), including, to the extent allowable and without limitation, any interest on the Refunded Bonds accruing to the redemption date, and to pay all of the Costs of Issuance, if desired by the Company;

WHEREAS, pursuant to this Agreement, the Company will make payments to the Trustee, as the Issuer's assignee, in amounts sufficient to pay when due (whether at stated maturity, upon redemption, by acceleration or otherwise) the principal of, premium, if any, and interest on the Bonds;

WHEREAS, AMR Corporation ("AMR") has entered into a Guaranty of even date herewith pursuant to which it will unconditionally guarantee to make payments in amounts sufficient to pay when due the principal of, premium, if any, and interest on the Bonds;

WHEREAS, the Issuer has assigned all of its rights, title and interest in and to this Agreement (except for certain rights relating to fees, expenses and to indemnification) to the Trustee pursuant to the Indenture;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I
DEFINITIONS AND REPRESENTATIONS

Section 1.1 Definitions and Construction.

(a) All terms used in this Agreement that are defined in the Indenture have the same meanings in this Agreement as are assigned to such terms in the Indenture, unless otherwise defined in this Agreement.

(b) The following terms shall have the meanings specified in this Section, unless the context otherwise requires:

“Act” shall mean the Municipal Airports Act, Chapter 22, Texas Transportation Code, as amended from time to time.

“Act of Bankruptcy” shall mean the commencement of a bankruptcy or similar proceeding by or against the Company as debtor, including, but not limited to, the following: making a general assignment for the benefit of creditors, the commencing of a voluntary case under the Federal Bankruptcy Code or the filing of a petition thereunder, petitioning or applying to any tribunal for the appointment of a receiver or any trustee for the Company or a substantial part of the assets of the Company, commencing any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or the appointment of a receiver or any trustee for the Company or any substantial part of any of the properties of the Company.

“Agreement” or “Facilities Agreement” shall mean this Facilities Agreement related to the Bonds, dated as of June 1, 2007, by and between the Issuer and the Company, including all amendments hereof or supplements hereto.

“Airport” shall mean the Dallas/Fort Worth International Airport.

“Alternate Credit Facility” shall mean an irrevocable letter of credit, a municipal bond insurance policy, a standby bond purchase agreement, a surety bond, a line or lines of credit, a guaranty (other than the Guaranty) or similar agreement or agreements or any other agreement or agreements to provide liquidity or credit support for the Bonds, containing administrative provisions reasonably satisfactory to the Trustee or the provider of any policy of municipal bond insurance that insures the Bonds, and issued and delivered to the Trustee in accordance with Section 7.2 of the Indenture.

“Authorized Company Representative” shall mean each Person at the time designated to act on behalf of the Company under the Indenture or this Agreement by written certificate, containing a specimen signature of such Person that is duly executed on behalf of the Company and is furnished to the Trustee or the Issuer as applicable.

“Authorized Issuer Representative” shall mean such Person at the time and from time to time designated to act for the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signature of such Person and signed on behalf of the Issuer by its President or Secretary. Such certificate may designate an alternate or alternates by a similar written certificate signed by such Authorized Issuer Representative.

“Board” or “Board of Directors” shall mean the Dallas/Fort Worth International Airport Board.

“Board Agreements” shall mean, collectively, those certain lease, use or other agreements pursuant to which the Projects are leased to or used by the Company, as follows: (i) that certain Amended, Restated and Consolidated Agreement of Lease by and between the Board and the Company, dated as of December 1, 1990, (ii) that certain American Airlines Special Facilities Lease Agreement by and between the Board and the Company dated as of October 1, 1972, as amended by that certain American Airlines Supplemental Special Facilities Agreement by and between the Board and the Company dated as February 1, 1973, as further amended by that certain American Airlines Second Supplemental Special Facilities Agreement by and between the Board and the Company dated as of December 1, 1978, as further amended by that certain American Airlines Third Supplemental Special Facilities Agreement by and between the Board and the Company dated as of December 1, 1983, (iii) that certain Passenger Service Special Facilities Agreement dated as of April 1, 1972 among the Board, the Company and the other airlines named therein, as amended, (iv) that certain Master Equipment Lease Agreement by and between the Board and the Company dated as of December 1, 1990, as amended by that certain First Amendment to Master Equipment Lease Agreement dated as of November 1, 1992, by and between the Board and the Company, (v) that certain Dallas-Fort Worth Regional Airport Restated Use Agreement, effective as of October 5, 1995, as amended, (vi) that certain Special Facility Fueling System Lease Agreement by and among the Board, the Company and the other airlines named therein, as amended, and (vii) in the event that the description of the Projects shall be amended as provided herein, such other lease, use or other agreements which may hereafter be entered into by the Company and the Board pursuant to which all or any portion of the Projects are leased to or used by the Company.

“Bond Counsel” means, initially, McCall, Parkhurst & Horton L.L.P., Vinson & Elkins, L.L.P., and the Law Office of Rita Rodriguez Utt, P.C., or such other firm or firms of attorneys of nationally recognized standing in municipal bond law and the excludability of interest on state or local bonds from gross income of the owners of such bonds for purposes of federal income taxation, as selected by the Issuer.

“Bond Fund” shall mean the Fund by that name established by Section 6.2 of the Indenture.

“Bond Resolution” or “Resolution” shall mean the Resolution of the Issuer authorizing the issuance of the Bonds (including the Indenture prescribed and authorized to be executed in the Bond Resolution) together with any supplemental resolutions or amendments to the Resolution or such Indenture.

“Bondholder,” “owner,” “holder” or “owner of the Bonds” shall mean the registered owner of any Bond.

“Bonds” shall mean the Issuer’s American Airlines, Inc. Revenue Refunding Bonds, Series 2007, issued pursuant to the Indenture.

“Business Day” shall mean any day that is not a Saturday, Sunday or legal holiday in the State or a day on which the New York Stock Exchange, banking institutions in the City of New York or in the cities in which the Principal Office of the Trustee or the Paying Agent are legally authorized to close; provided that with respect to Bonds secured by a Credit Facility, such term also shall exclude any day the principal office of the Credit Facility Provider is legally authorized to close.

“Claims” shall mean all claims, lawsuits, causes of action and other legal actions and proceedings brought against any Indemnified Party so long as the claim, lawsuit, cause of action or other legal action or proceeding, directly or indirectly, arises out of, results from, relates to or is based upon, in whole or in part: (a) the issuance, offering, sale, delivery or payment of the Bonds, or (b) the design, construction, installation, operation, use, occupancy or maintenance of the Project or any part thereof.

“Closing Date” shall mean the date of issuance and delivery of the Bonds to the initial purchasers thereof in exchange for the purchase price therefor.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder or, to the extent applicable, under the Internal Revenue Code of 1954, as amended.

“Company” shall mean (i) American Airlines, Inc., a Delaware corporation, and (ii) any surviving, resulting or transferee entity as provided in Section 4.1 hereof.

“Costs of Issuance” shall mean all costs and expenses incurred by the Issuer or the Company in connection with the issuance and sale of the Bonds, including without limitation (i) fees and reasonable expenses of accountants, attorneys, engineers, and financial advisors, (ii) materials, supplies, and printing and engraving costs, (iii) recording and filing fees, (iv) Rating Service fees, and (v) compensation to the Underwriters, whether paid as a fee or as a discount from issue price.

“Costs of Issuance Fund” shall mean the Fund by that name established by Section 5.2 of the Indenture.

“Costs of the Project” shall mean all costs incident to the provision of the Project, including reimbursement of the Company as permitted under the Indenture.

“Credit Facility” shall mean (i) an irrevocable letter of credit, a municipal bond insurance policy, a standby bond purchase agreement, a surety bond, a line or lines of credit, a guaranty (other than the Guaranty) or similar agreement or agreements or any other agreement or agreements to provide liquidity or credit support for the Bonds, containing administrative provisions reasonably satisfactory to the Trustee or the provider of any policy of municipal bond

insurance that insures the Bonds, and issued and delivered to the Trustee in accordance with Section 7.1 of the Indenture, and (ii) any Alternate Credit Facility.

“Credit Facility Agreement” shall mean any agreement between the Company and the Credit Facility Provider pursuant to which the Credit Facility Provider agrees to provide credit support or liquidity support with respect to the Bonds.

“Credit Facility Provider” shall mean the issuer of any Credit Facility or Alternate Credit Facility and any successors thereto.

“Disbursement Request” shall mean a certificate substantially in the form of Exhibit “B” executed by an Authorized Company Representative.

“Event of Default” shall have the meaning specified in Section 5.1 hereof.

“Facilities Payments” shall mean the payments to be made by the Company pursuant to Section 2.3 hereof.

“Favorable Opinion” shall mean an opinion of Bond Counsel addressed to the Issuer, the Company and the Trustee stating, unless otherwise specified in the Indenture, that the action proposed to be taken is authorized or permitted by the Act and the Indenture and will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds (other than as held by a “substantial user” of the Project or a “related person” within the meaning of the Code).

“Force Majeure” shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America, or of any state thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, nuclear accidents, wars, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the party claiming inability to perform due to such cause.

“Guaranty” shall mean the Guaranty from AMR to the Trustee, dated June 1, 2007.

“Indemnified Party,” individually, and “Indemnified Parties,” collectively, shall mean the Issuer, the Board, the Governmental Units and the members, officers, employees and agents of each of such Persons (other than Bond Counsel).

“Indenture” shall mean the Trust Indenture related to the Bonds, dated as of June 1, 2007, between the Issuer and the Trustee, as originally executed and as amended, modified or supplemented thereafter in accordance with the terms thereof.

“Issue Date” shall mean the date on which the Bonds are first authenticated and delivered to the Underwriters against payment therefor.

“Issuer” shall mean (i) the Dallas/Fort Worth International Airport Facility Improvement Corporation and (ii) any public corporation or political subdivision resulting from or surviving any consolidation, merger or dissolution to which the Issuer or its successors may be a party.

“Loss” or “Losses” shall mean losses, costs, damages, expenses and liabilities of whatever nature (including reasonable attorneys’ fees, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims.

“Moody’s” shall mean Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P) designated by the Issuer by notice to the Company and the Trustee.

“Net Proceeds of the Bonds” shall mean “net proceeds” as defined in section 150(a)(3) of the Code, including proceeds from the sale of the Bonds and investment earnings on such proceeds, less accrued interest.

“Outstanding,” “outstanding,” or “Bonds Outstanding” shall mean when used with reference to Bonds, as of the time in question, all Bonds authenticated and delivered under the Indenture, except:

(a) Bonds canceled or required to be canceled under Section 2.11 of the Indenture;

(b) Bonds deemed tendered or deemed to be paid in accordance with Article XVI of the Indenture;

(c) Bonds in substitution for which others have been authenticated and delivered in accordance with Article II of the Indenture;

(d) Bonds registered in the name of the Issuer;

(e) On or after any Purchase Date for Bonds pursuant to Article IV of the Indenture, all Bonds (or portions of Bonds) that are tendered or deemed to have been tendered for purchase on such date, provided that funds sufficient for such purchase are on deposit with the Paying Agent; and

(f) For purposes of any consent, request, demand, authorization, direction, notice, waiver or other action to be taken by the holders of a specified percentage of outstanding Bonds hereunder, all Bonds held by or for the account of the Issuer or the Company, except that for purposes of any such consent, request, demand, authorization, direction, notice, waiver or action the Trustee shall be obligated to consider as not being outstanding only Bonds known by a Responsible Officer of the Trustee by actual notice thereof to be so held.

“Paying Agent,” “Co-Paying Agent” or “co-paying agent” shall mean any national banking association, bank and trust company or trust company appointed pursuant to Section 10.1 of the Indenture.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, an unincorporated organization, a governmental body or a political subdivision, a municipal corporation, a public corporation or any other group or organization of individuals.

“Principal Office of the Paying Agent” or “Principal Office of the Co-Paying Agent” shall mean the office of the Paying Agent or of the Co-Paying Agent designated as such in writing to the Trustee by the Paying Agent or Co-Paying Agent, as applicable.

“Principal Office of the Trustee” shall mean the office of the Trustee designated as such in writing to the Issuer, which initially shall be as designated in Section 17.6 of the Indenture.

“Project” shall mean the "Projects" identified in the indenture under which the Refunded Bonds were issued.

“Rating Service” shall mean S&P and/or Moody’s, according to which of such rating agencies then rates the Bonds; and provided that if neither of such rating agencies then rates the Bonds, the term “Rating Service” shall refer to any national rating service (if any) that provides such rating designated by the Company with the approval of the Issuer.

“Rebate Fund” shall mean the fund by that name established in Section 8.4 of the Indenture.

“Regulations” shall mean the Income Tax Regulations promulgated pursuant to the Code.

“Remarketing Agent” shall mean the initial and any successor remarketing agent appointed in accordance with Section 4.1 of the Indenture.

“Responsible Officer” shall mean an officer of the Trustee who customarily handles corporate trusts and is assigned to supervise the Indenture, and any other officer of the Trustee to whom a matter is referred because of his knowledge of and familiarity with the particular subject.

“S&P” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody’s) designated by the Issuer by notice to the Trustee and the Company.

“Sale Proceeds” shall mean any amounts actually or constructively received from the sale of (or other disposition) of any Bond, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest.

“State” shall mean the State of Texas.

“Tax Letter of Representation” shall mean the letter of representation regarding the use of the proceeds of the Bonds and other facts that are within the Company’s and AMR’s knowledge furnished by the Company and AMR to the Issuer in connection with the issuance of the Bonds.

“Tender Agent” shall mean the initial and successor tender agent appointed in accordance with Section 4.1(b) of the Indenture.

“Trustee” shall mean Manufacturers and Traders Trust Company, Baltimore, Maryland, or any successor trustee or co-trustee hereafter appointed in the manner provided in the Indenture.

“Unassigned Rights” shall mean the rights of the Issuer under Sections 4.3 and 4.5 of this Agreement and the right to receive notices thereunder.

“Underwriters” shall mean the initial underwriters of the Bonds, Morgan Stanley & Co. Incorporated, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Siebert Brandford Shank & Co., LLC and Ramirez & Co., Inc.

Section 1.2 Interpretation. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof. The headings or titles of the several Articles and Sections of this Agreement, and the Table of Contents appended hereto, are solely for convenience of reference and shall not affect the meaning or construction of the provisions hereof.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before the date of this Agreement.

(b) The singular form of any word used herein shall include the plural, and vice versa, if applicable.

(c) The use of a word of any gender shall include all genders, if applicable.

(d) All references to any Person or entity defined in Section 1.1 shall be deemed to include any Person or entity succeeding to the rights, duties and obligations of such Person or entity.

(e) Unless otherwise specified herein, all references to specific times shall be deemed to refer to New York time.

(f) All references herein to particular Articles or Sections are references to the Articles or Sections of this Agreement, and reference herein to any exhibit means an exhibit attached to this Agreement.

(g) Reference to any document means that document as amended or supplemented from time to time in accordance with its terms and, where applicable, the Indenture, and reference to any party to a document means that party and its permitted successors and assigns.

(h) The terms, "include," "includes" and "including" shall mean include, includes and including without limitation.

Section 1.3 Representations by the Issuer. The Issuer represents, warrants and covenants that:

(a) The Issuer is a nonprofit airport facility financing corporation duly incorporated, organized and existing under the Act, and is in good standing with the office of the Texas Comptroller of Public Accounts.

(b) The Issuer has full corporate power and authority under the Constitution and laws of the State to adopt the Bond Resolution, to issue the Bonds, to execute and deliver this Agreement, the Escrow Agreement and the Indenture and to perform its obligations hereunder and thereunder, subject to approval by the Board and the Governmental Units.

(c) The Issuer has duly adopted the Bond Resolution and has duly authorized the execution and delivery of this Agreement, the Escrow Agreement and the Indenture. All action required on the part of the Issuer for the authorization of the issuance of the Bonds and the execution and delivery of this Agreement, the Escrow Agreement and the Indenture has been duly and effectively taken.

(d) This Agreement, the Escrow Agreement and the Indenture constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms (except that (i) the enforceability of such documents may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors' rights and (ii) certain equitable remedies, including specific performance may be unavailable).

(e) All filings with, or approvals or consents of governmental authorities (other than approvals or consents required under the Blue Sky or other securities laws of any jurisdiction) required to be made or obtained by the Issuer for (i) the valid adoption of the Bond Resolution, (ii) the valid authorization, execution and delivery by the Issuer of this Agreement, the Escrow Agreement and the Indenture and (iii) the valid issuance of the Bonds have been, or prior to the issuance of the Bonds will be, duly made or obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, either state or federal, or public body pending or, to the Issuer's knowledge, threatened, calling into question (i) the creation or existence of the Issuer, (ii) the validity of this Agreement, the Escrow Agreement, the Indenture or the Bonds, (iii) the authority of the Issuer to issue the Bonds or to execute and deliver this Agreement, the Escrow Agreement and the Indenture or (iv) the authority of the Issuer to perform its obligations hereunder, under the Escrow Agreement or under the Indenture, or the title of any Person to the office held by that individual with the Issuer.

(g) The execution and delivery by the Issuer of this Agreement, the Escrow Agreement and the Indenture, the issuance by the Issuer of the Bonds, and the performance of its obligations hereunder, under the Escrow Agreement or under the Indenture, will not violate the Articles of Incorporation, as amended, or Bylaws of the Issuer, or to the Issuer's knowledge, violate any provision of law or regulation, or of any judgment, decree, writ, order or injunction, and will not (i) contravene the provisions of, (ii) constitute a default under, or (iii) result in the creation of a lien, charge or encumbrance under any agreement (other than the Indenture as to clause (iii) above) to which the Issuer is a party or by which any of its properties constituting a part of the properties pledged pursuant to the Indenture is bound.

(h) No event has occurred, and to the Issuer's knowledge, no condition currently exists, that constitutes or may, with the passage of time or the giving of notice, or both, constitute a default with respect to or on the part of the Issuer hereunder, under the Escrow Agreement or under the Indenture.

(i) The Issuer has not assigned or pledged and will not assign or pledge its right, title, or interest in and to this Agreement other than to secure the Bonds as provided in the Indenture.

Section 1.4 Representations by the Company. The Company represents, warrants and covenants that:

(a) The Company is a corporation duly organized and existing under the laws of Delaware, is qualified to do business and is in good standing in the State, has the corporate power and authority to enter into this Agreement, has duly authorized the execution and delivery of this Agreement and the Escrow Agreement by proper corporate action, and has the corporate power to carry on the business for which the Project is leased or used.

(b) There is no action, suit, proceeding or investigation at law or in equity before or by any court, either state or federal, or public board or body pending or, to the Company's knowledge, threatened against the Company, calling into question (i) the valid incorporation or existence of the Company, (ii) the validity of this Agreement or the Escrow Agreement, (iii) the authority of the Company to execute and deliver this Agreement or the Escrow Agreement, or (iv) the authority of the Company to perform in any material respect its obligations hereunder or under the Escrow Agreement.

(c) The execution and delivery by the Company of this Agreement and the Escrow Agreement and the performance of its obligations hereunder or under the Escrow Agreement will not violate the Certificate of Incorporation or Bylaws of the Company or, to the Company's knowledge, in any material respect any provision of law or regulation, or any judgment, decree, writ, order or injunction, and will not contravene, to the Company's knowledge, in any material respect the provisions of or constitute a default under any material agreement to which the Company is a party or by which any of its properties are bound.

(d) To the Company's knowledge, no event has occurred, and no condition currently exists, that constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default with respect to or on the part of the Company hereunder or a default under the Escrow Agreement.

(e) The Company represents that it has acquired, designed, constructed, equipped and operated or used the Project in accordance with the applicable Board Agreements and all applicable laws; provided, however, that the Company shall not be required to comply or cause compliance with applicable laws so long as the Company shall, at the Company's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by the Company in the name of the Issuer or the Company, or both, as the Company shall determine (provided that no such contest shall be made in the name of the Issuer against the Governmental Units or the Board without the consent of the Issuer), and the Issuer agrees that it will, at the Company's expense, cooperate with the Company in any such contest to such extent as the Company may reasonably request. It is understood, however, that the Issuer shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings brought by the Company, and the Company covenants to pay, and to indemnify and save the Issuer from, any such costs or expenses.

(f) The statements, information, descriptions, estimates and assumptions contained in the Tax Letter of Representation, dated as of the Closing Date, are based upon the best information available to the Company and are true, correct and complete in all material respects.

ARTICLE II REFINANCING OF THE PROJECT; PAYMENT AND PREPAYMENT PROVISIONS

Section 2.1 Refinancing the Project. The Issuer agrees that contemporaneously with the delivery of this Agreement it will execute and deliver the Indenture and issue, sell and deliver the Bonds to the Underwriters for the purpose of providing all or a portion of the funds necessary to refund the Refunded Bonds including, to the extent allowable and without limitation, any interest on the Refunded Bonds accruing to the redemption date, and to pay all of the Costs of Issuance, if desired by the Company. The Bonds shall be limited obligations of the Issuer and shall be payable by the Issuer solely out of the Facilities Payments derived from or in connection with this Agreement and the moneys held from time to time under the Indenture, other than the Rebate Fund and the Bond Purchase Fund. The Bonds shall never be payable out of any other funds of the Issuer except such revenues.

In consideration of the issuance of the Bonds by the Issuer, the Company agrees to pay the Facilities Payments to the Trustee when due hereunder.

Section 2.2 Term; Cancellation at Expiration of Term. The term of this Agreement shall commence, and this Agreement shall become effective, on the Closing Date, and shall expire on such date as the Bonds are paid in full or provision therefor is made in accordance with Article XVI of the Indenture; provided, however, that Sections 4.3, 4.4, 4.5 and Article VI of this Agreement shall survive the expiration of the term of this Agreement.

Upon the expiration of the term of this Agreement, the Issuer shall deliver to the Company any documents and take or cause the Trustee to take such actions as may be requested of it to effectuate the cancellation and evidence the termination of this Agreement. Termination of this Agreement shall not affect the respective rights and obligations of the Board and the Company under the Board Agreements.

Section 2.3 Facilities Payments. Payment of all Facilities Payments shall be made and deposited in immediately available funds so as to fund payment on the Bonds as required by the Indenture, including all such payments that may come due because of the acceleration of the maturity or maturities of the Bonds upon the occurrence of an "Event of Default" as defined in the Indenture, mandatory redemption, or otherwise, under the provisions of the Indenture other than by reason of the need to pay the Purchase Price thereof, which payments are made pursuant to Section 2.7 hereof. If any available funds in excess of current requirements are held on deposit in the Bond Fund and are available for use under the terms of the Indenture at the time payment of any Facilities Payment is due, such payment shall be reduced by the amount of the available funds so held on deposit, to the benefit of the Company. The Facilities Payments, together with available funds held on deposit in the Bond Fund, shall be sufficient to pay when due all principal of, premium, if any, and interest on the Bonds (other than Purchase Price). The Company shall have the right to prepay or cause to be prepaid all or a portion of each Facilities Payment at any time, subject to Section 2.9 hereof. Any such prepayment by the Company shall not relieve it of liability for each remaining Facilities Payment with respect to the Outstanding Bonds except as provided in this Agreement and the Indenture. In the event the Company should fail to make any of the payments required in this Section 2.3, the amount so in default shall continue as an obligation of the Company until such amount in default shall have been fully paid. The Company shall receive credit against its obligations under this Section 2.3 for all payments made under a Credit Facility, if any, as contemplated by Section 2.6 hereof. In the event a payment date for a Facilities Payment falls on a day that is not a Business Day, such Facilities Payment shall be due and payable on the following Business Day and no additional amounts shall be due as a result thereof.

The Board Agreements were entered into by the Company and the Board to set forth the terms of use of certain facilities at the Airport by the Company, including the use of the Project. The Company and the Issuer entered into that certain Facilities Agreement dated as of November 1, 1992 (the "1992 Facilities Agreement") under which the Company agreed to make certain facilities payments (the "Series 1992 Bonds Facilities Payments") that, with other available amounts, were intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 1992 Bonds as the same became due and payable. Each of the Series 1992 Bonds Facilities Payments has been characterized for federal income tax purposes as rent in respect of the right to possession of the Project by the Company under the Board Agreements, has been attributed as rent among each of the various units of property comprised by the Project and financed with proceeds of the Refunded Bonds and, in respect of each such unit of property, has been further allocated among the rental periods in respect of such unit, all in accordance with the provisions of section 467 of the Code and of the Regulations.

The Company and the Issuer recognize that the execution and delivery of this Agreement, and the substitution of the obligation hereunder of the Company to make Facilities Payments for the corresponding obligation of the Company under the 1992 Facilities Agreement to make Series 1992 Bonds Facilities Payments may be characterized for federal income tax purposes as a lease modification in respect of each unit of property financed out of proceeds of the Series 1992 Bonds. If the Company determines that the execution and delivery of this Agreement and the substitution of the obligation of the Company to make Facilities Payments for its obligation to make Series 1992 Bonds Facilities Payments does constitute such a lease modification, and that compliance with the requirements of section 467 of the Code would be facilitated thereby, the

Company will prepare and provide to the Issuer for attachment to this Agreement an exhibit (the "Property Schedule") that (w) describes the property financed out of proceeds of the Series 1992 Bonds, (x) sets forth the schedule of payments allocable to such property for federal income tax purposes in accordance with section 467 of the Code and, if applicable, the allocation of such payments to the Bonds, for purposes of section 467 of the Code, (y) specifies the portions of such allocated payments allocable to each rental period in respect of such property for federal income tax purposes in accordance with section 467 of the Code, and (z) in the case in which there is to be rent paid on a deferred basis (as described in section 467(d) of the Code) or a prepayment basis (as referred to in section 467(f) of the Code), specifies or provides a formulaic process for the allocation of each such payment for federal income tax purposes as rent, as payments treated as interest paid by the Company in respect of deferred rent or, alternatively or additionally, includes a schedule that sets forth the amount of interest to accrue for purposes of section 467 of the Code in respect of amounts treated as prepaid or deferred rent for federal income tax purposes for each applicable period and the balance on which such interest will accrue. The Company from time to time may prepare and provide to the Issuer, for substitution onto this Agreement in lieu of the aforementioned Property Schedule, a modified Property Schedule that contains such additional descriptions and allocations of rental payments for federal income tax purposes as the Company deems appropriate and that indicates the extent to which such modifications are to be treated as of retroactive effect.

This Agreement is being entered into on the assumption that for federal income tax purposes, the Issuer (or other governmental entity) will be treated as the owner and lessor of the Project and that the Company will be treated as the lessee of such Project. The Issuer acknowledges that for all purposes of federal income taxation the Company, in reliance upon the foregoing, will report items of rent or interest income or expense in accordance with the method described above. The parties hereto agree that neither the Company nor the Issuer, directly or indirectly, will at any time take any action or file any return or other tax document that is inconsistent with the foregoing assumption (to the extent such matters are within its control).

Section 2.4 Issuer's Rights Assigned to Trustee. The Company is advised and recognizes that as security for the payment of the Bonds, the Issuer will assign to the Trustee the Issuer's rights under this Agreement, including the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.3 and 4.5 hereof), and hereby directs the Company to make said payments directly to the Trustee. The Company herewith assents to such assignment and will make such payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Issuer or the Trustee. All rights against the Company arising under this Agreement or the Bond Resolution or Indenture and assigned to the Trustee under the Indenture may be enforced by the Trustee, or the owners of the Bonds, to the extent provided in the Indenture, and the Trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against the Company, to the extent provided in the Indenture, for the enforcement of this Agreement, and it shall not be necessary in any such suit, action, or proceeding to make the Issuer a party thereto.

Section 2.5 Company Option to Designate Interest Rate Determination Methods. The Company is hereby granted the option to designate from time to time changes in interest rate determination methods and to determine or cause to be determined the duration of any Interest Rate Period, all in the manner and to the extent set forth in Section 3.2 of the Indenture. In the

event the Company elects to exercise any such option or to change interest rate determination methods, the Company agrees that it shall cause notices of changes in interest rate determination methods to be given to the Issuer, the Trustee, the Credit Facility Provider, if any, and the Remarketing Agent in accordance with Section 3.2 of the Indenture. The Company will designate a Remarketing Agent at least 30 days prior to the first remarketing of Bonds in order to facilitate the remarketing contemplated by the Indenture, including particularly Section 4.1(a) thereof.

Notwithstanding the above, the Company will make a single designation that the Bonds will bear interest at a Term Rate for a Term Rate Period beginning on the Issue Date and ending on the Maturity Date.

Section 2.6 Credit Facility.

(a) In consideration of the issuance of the Bonds by the Issuer, and for the benefit of the owners of the Bonds, the Company covenants and agrees that, so long as the Bonds bear interest at a Daily Rate, Weekly Rate or Commercial Paper Rate, it will secure and deliver to the Trustee a Credit Facility. The Company hereby authorizes and directs the Trustee to draw moneys under the Credit Facility in accordance with its terms and the provisions of the Indenture to the extent necessary and available for such purpose to (i) make payments of the principal of, premium (if any, and only to the extent provided for in such Credit Facility) and interest on such Bonds as and when the same become due, and (ii) pay the Purchase Price of Bonds required to be purchased pursuant to the Indenture as and when the same becomes due. The Company shall not be required to provide or maintain a Credit Facility during such time as the Bonds bear interest at a Term Rate.

(b) The Company shall have the option to replace the Credit Facility with an Alternate Credit Facility; provided that if a Credit Facility is in effect, it shall secure all outstanding Bonds. In connection with any termination, expiration or reduction of a Credit Facility, or in connection with any replacement or modification thereof, the Company agrees to provide all notices and opinions to fulfill the other obligations on its part set forth in the Indenture.

If at any time (i) there shall have been delivered to the Trustee an Alternate Credit Facility with respect to the Bonds, together with the documents and opinions required by the Indenture, or (ii) the Company shall give written instructions to the Trustee to terminate the then existing Credit Facility, then the Issuer shall cause the Trustee promptly to surrender the same to the provider thereof for cancellation, in accordance with the terms thereof and the Indenture.

(c) Notwithstanding any other provisions of this Section 2.6, the Company shall not pledge, or otherwise grant a lien on or security interest in, any cash, security or other assets other than the Bonds as security for the provider of the Credit Facility unless the Company furnishes to the Issuer and the Trustee a Favorable Opinion of Bond Counsel as to such pledge, lien or other security interest.

(d) Whenever a Credit Facility is in effect with respect to the Bonds, the principal and Purchase Price of, if applicable, and interest on the Bonds shall be paid solely from the proceeds

of remarketing the Bonds and the proceeds of draws under the Credit Facility, and the Facilities Payments by the Company set forth in Section 2.3 shall be used to reimburse the Credit Facility Provider for such draws as provided in Section 6.2(b)(iv)(A) of the Indenture.

Section 2.7 Purchase of Bonds. (a) In consideration of the issuance of the Bonds by the Issuer, and for the benefit of the owners of the Bonds, the Company has agreed, and does hereby covenant that, so long as the Bonds bear interest at a Daily Rate or Weekly Rate, it will cause the necessary arrangements to be made and to be thereafter continued whereby owners from time to time of such Bonds may deliver Bonds for purchase and whereby such Bonds shall be so purchased in accordance with the Indenture. In furtherance of the foregoing covenant of the Company, the Issuer, at the direction of the Company, has set forth in Article IV of the Indenture the terms and conditions relating to the delivery of Bonds by the registered holders thereof to the Tender Agent, if any, for purchase and has set forth in the Indenture or the Remarketing Agreement, if any, the duties and responsibilities of the Remarketing Agent with respect to the purchase and remarketing of Bonds. The Company will authorize and direct the Remarketing Agent to purchase, offer, sell and deliver Bonds in accordance with the provisions of Article IV of the Indenture.

Without limiting the generality of the foregoing covenant of the Company, the Company covenants, for the benefit of the owners of the Bonds, to pay, or cause to be paid, to the Trustee such amounts in immediately available funds as shall be necessary to enable the Trustee to pay the Purchase Price of the Bonds delivered to it for purchase or deemed delivered for purchase, all as more particularly described, at the direction of the Company, in the Indenture; provided, however, that the obligation of the Company to make, or cause to be made, any such payment hereunder shall be satisfied only, in order of priority, first by funds received by the Trustee from the remarketing of the Bonds by the Remarketing Agent, second, in the event sufficient funds are not available from such remarketing, from draws upon the Credit Facility, if available for such purpose, and, third, from funds provided by the Company.

(b) The Issuer shall have no obligation or responsibility, financial or otherwise, with respect to the purchase of Bonds or the making or continuation of arrangements therefor other than as expressly set forth in subsection (a) of this Section 2.7, except that the Issuer shall generally cooperate with the Company, the Trustee and the Remarketing Agent as contemplated by the Indenture.

Section 2.8 Usury. Anything herein to the contrary notwithstanding, it is the intention of the parties hereto to conform strictly to the usury laws in force that are applicable to this transaction. Accordingly, all agreements among the parties hereto and beneficiaries hereof and their assigns or any of them, whether now existing or hereafter arising, and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of amounts due hereunder or any part thereof or otherwise, shall the interest (including all sums that are deemed to be interest) contracted for, charged or received hereunder exceed the maximum amount permissible under applicable law.

Section 2.9 Optional Prepayment. In the event the Company elects to cause a redemption of the Bonds in whole or in part pursuant to Section 9.1(a) of the Indenture, the Company shall give written notice thereof to the Issuer, the Remarketing Agent, if any, and the

Trustee in a timely manner as required by the Indenture, which notice shall specify the redemption date and amount of Bonds to be so redeemed, all in accordance with the Indenture, and in the case of an optional redemption pursuant to Section 9.1(a)(vi) of the Indenture, shall specify that, in the determination of the Company, one or more of the events permitting such redemption has occurred and the amount of Bonds to be redeemed as a result thereof, which determinations by the Company shall be conclusive. With respect to any optional redemption, the notice and election to cause the redemption of the Bonds shall be deemed rescinded, and the Bonds shall not be subject to such optional redemption, in the event that the Company shall not deposit or cause to be deposited pursuant to the Credit Facility, if any, with the Trustee, on or before the time and date required by the Indenture, the amount that, when added to any moneys then on deposit in the Bond Fund and available under the terms of the Indenture for such purpose, is equal to the principal of, premium, if any, and interest on such Bonds on the date fixed for the redemption thereof. The Issuer agrees that, at the request of the Company, it will cooperate with the Company to cause the Bonds or any portion thereof to be redeemed to the extent permitted by the Indenture.

Section 2.10 Obligation of Company Unconditional. The obligation of the Company to make the Facilities Payments and to pay the Purchase Price to the Trustee as provided in this Article shall be absolute and unconditional, irrespective of any defense or right of set off, recoupment or counterclaim it might otherwise have against the Issuer or the Trustee.

The Company will not suspend or discontinue any Facilities Payments or the payment of the Purchase Price or terminate this Agreement for any cause including, without limiting the generality of the foregoing, any facts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of the Project, or the termination (by expiration of term or otherwise) or cancellation of any one or more of the Board Agreements, or a default under any one or more of the Board Agreements, or a wrongful dispossession of the Company under any one or more of the Board Agreements or the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, or the application of or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Issuer or other party to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or any one or more of the Board Agreements.

Nothing in this Agreement shall be construed to release the Issuer from the performance of any of its obligations contained in this Agreement or in any of the Board Agreements or, except to the extent provided in this Section, prevent or restrict the Company from (i) asserting any rights that it may have against the Issuer, the Trustee or any other Person under this Agreement, (ii) asserting its rights under any provision of law, (iii) at its own cost and expense, prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement, (iv) asserting its rights under the Board Agreements, or (v) at its own cost and expense, prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under the Board Agreements or with respect to the Project.

Section 2.11 Additional Financing. Nothing herein shall be construed as limiting the right of the Issuer and the Company to enter into, to the extent permitted by law, a mutually acceptable agreement or agreements other than this Agreement with respect to the issuance by the Issuer, under an indenture or indentures other than the Indenture, of obligations to provide additional funds to finance the completion of the Project, to provide additional funds to pay the costs of capital improvements intended to maintain or increase the overall capacity or scope of the Project, to provide funds to pay costs of other projects permitted by the Act or to refund all or any part of the Bonds or any other obligations, or any combination thereof.

ARTICLE III
USE OF THE PROJECT; CUSTODY AND
APPLICATION OF PROCEEDS OF BONDS

Section 3.1 Use of the Project.

(a) The Company represents and warrants that the Project has been acquired, designed, constructed, equipped and operated and used in furtherance of the public purposes of the Act, and in accordance with the terms and provisions of the applicable Board Agreements.

(b) The Issuer makes no express or implied warranty of any kind whatsoever with respect to the Project, including, but not limited to: the merchantability thereof or the fitness thereof for any particular purposes; the design or condition thereof; the workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement, or latent defects.

(c) The parties hereto acknowledge that possession, use and occupancy of the Project is governed by the terms and provisions of the Board Agreements, and that nothing contained in this Facilities Agreement is intended or shall be construed to preclude or limit in any way the exercise by either the Board or the Company of their respective rights or remedies under the Board Agreements, nor to give to the Company any separate right hereunder to use or occupy the Project or any part thereof.

(d) The Company shall not enter into any Board Agreement described in clause (vii) of the definition thereof, nor any other agreement relating to the use or operation of the Project, unless and until the Company and the Issuer have received a Favorable Opinion of Bond Counsel regarding such agreement and the use or operation of the Project contemplated therein.

Section 3.2 Application of Bond Proceeds; Payment of Costs of Issuance.

(a) The proceeds of the Bonds together with (i) certain moneys, if any, held by the trustee of the Refunded Bonds under the trust indenture relating to the Refunded Bonds and (ii) certain amounts provided by the Company from its own funds shall be deposited with the trustee for the Refunded Bonds pursuant to the Escrow Agreement as provided in Article V of the Indenture.

(b) Pursuant to Section 5.3 of the Indenture, the Trustee shall disburse amounts in the Costs of Issuance Fund upon receipt of a Disbursement Request, a copy of which shall be delivered to the Issuer by the Company at the time of its delivery to the Trustee. In making any

such payment from the Costs of Issuance Fund, the Trustee and the Issuer may rely fully on such Disbursement Request and the Trustee and the Issuer shall be relieved of all liability with respect to making such payments.

ARTICLE IV PARTICULAR COVENANTS

Section 4.1 Dissolution or Merger of the Company. Except as hereinafter provided, the Company agrees that during the term hereof it will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity unless the surviving entity or transferee, as applicable, is a solvent corporation or other entity and, concurrently with such transaction, irrevocably and unconditionally assumes in writing, by means of an instrument that is delivered to the Issuer and the Trustee, all of the obligations of the Company herein (unless the Company is the survivor, in which case no such written assumption shall be required). Upon any dissolution, disposition, merger or consolidation in accordance with the preceding sentence, the successor entity formed by such consolidation or into which the Company is merged or to which such disposition is made shall succeed to, and be substituted for, and shall exercise every right and power of, the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein. Upon any dissolution or disposition in accordance with the next preceding sentence where the Company is not the surviving entity, the Company shall be released automatically from all of its obligations hereunder.

Section 4.2 Assignment. The Company may transfer or assign this Agreement or transfer or assign any or all of its rights and delegate any or all of its duties hereunder, but no such transfer, assignment or delegation shall relieve the Company or any successor thereto of its liability for the payment of the amounts to be paid by it under this Agreement and for the full observance and performance of all of the covenants and conditions to be observed and performed by it that are contained in this Agreement, except in connection with a dissolution, disposition, consolidation or merger permitted under Section 4.1 hereof.

The Issuer shall, in accordance with the Indenture, assign this Agreement and the moneys receivable hereunder (other than certain rights to fees, expenses and indemnification) to the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds. The Company hereby assents to such assignment and agrees that the Trustee may exercise and enforce in accordance with the Indenture any of such rights of the Issuer under this Agreement assigned pursuant to the Indenture. Any such assignment, however, shall be subject to all of the rights and privileges of the Company as provided in this Agreement.

Section 4.3 Indemnity of Governmental Units and Issuer.

(a) Agreement to Indemnify. The Company releases the Indemnified Parties from and agrees to indemnify, defend and hold the Indemnified Parties harmless against any Loss incurred by the Indemnified Parties unless the Loss (i) arises from the fraud, theft or willful misconduct of the Person to be indemnified, or (ii) with respect to any of the Indemnified Parties other than the Issuer, arises from or is related to the operation, use, occupancy, maintenance or ownership of the Project or any part thereof during any period

in which the Company shall not be in possession of the Project or such portion thereof pursuant to one or more of the Board Agreements.

(b) Reimbursement. Each Indemnified Party, as appropriate, shall reimburse the Company for payments made by the Company pursuant to this Section to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance proceeds with respect to any Loss. At the request and expense of the Company, each Indemnified Party shall have the duty to claim any such insurance proceeds and such Indemnified Party shall assign its rights to such proceeds, to the extent of such required reimbursement, to the Company.

(c) Notice. In case any Claim shall be brought or, to the knowledge of any Indemnified Party, threatened against any Indemnified Party in respect of which indemnity may be sought against the Company, such Indemnified Party shall promptly notify the Company in writing, and the failure of such Indemnified Party (other than the Issuer, with respect to which there shall be no reduction in the liability of the Company) to promptly notify the Company in writing will reduce the liability of the Company to such Indemnified Party under this Agreement by the amount of the damages attributable to the failure to give the notice; but the failure will not relieve the Company from any liability it may have to such Indemnified Party otherwise than under the provisions of this Section 4.3.

(d) Defense. The Company shall have the right to assume the investigation and defense of all Claims, including the employment of counsel and the payment of all expenses. Each Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnified Party unless (i) the employment of such counsel has been specifically authorized by the Company, in writing, or (ii) the Company has failed to assume the defense and to employ counsel, or (iii) the named parties to any such action include both an Indemnified Party and the Company, and the Indemnified Party shall have received a written legal opinion of counsel to the effect that in such counsel's opinion, one or more of the legal defenses available to such Indemnified Party are in conflict with those available to the Company (in which case, if such Indemnified Party notifies the Company in writing that it elects to employ separate counsel at the Company's expense, the Company shall not have the right to assume the defense of the action on behalf of such Indemnified Party; provided however, that the Company shall not, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegation or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Indemnified Parties, which firm shall be designated in writing by the Indemnified Parties); provided further, however, that nothing herein shall be construed as prohibiting any of the Governmental Units or the Issuer or the Board from utilizing its own in-house counsel or the City Attorney of the applicable Governmental Unit as its counsel.

(e) Cooperation with Company. Each Indemnified Party, as a condition of such indemnity, shall use reasonable efforts to cooperate with the Company in the defense of any Claim. The Company shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of the Company, the Company shall

indemnify and hold harmless the Indemnified Parties against any Loss by reason of such settlement as provided in this Section.

Section 4.4 Fees and Expenses of Trustee; Indemnification of Trustee.

(a) Fees and Expenses. The Company shall pay, from time to time, upon the Trustee's written request, the reasonable compensation for its services rendered under the Indenture and reimburse the Trustee for its reasonable out of pocket expenses (including reasonable counsel fees and expenses) reasonably incurred in connection therewith, except as a result of the Trustee's negligence, willful misconduct or bad faith.

Notwithstanding the foregoing, the Company may, without creating a default hereunder or under the Indenture, prior to paying any such compensation or out-of-pocket expenses, contest in good faith the necessity for or reasonableness thereof.

(b) Indemnity. The Company shall indemnify the Trustee for, and hold it harmless against, any and all loss, liability, damage, claim or expense (including taxes other than taxes based upon, measured by or determined by the income of the Trustee), including the costs and expenses of defending itself against any third-party claim (whether asserted by any Bondholder or any other Person (other than the Company)), incurred by it arising out of or in connection with its acceptance or administration of the trust imposed by the Indenture (collectively, and for purposes of this Section 4.4 only, "Claims"). The Trustee shall notify the Company promptly of any Claim for which it may seek indemnity. The Company shall defend the Claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent. The Company need not reimburse any expense, disbursement or advance or indemnify against any Claim incurred by the Trustee through negligence, willful misconduct or bad faith.

(c) In addition:

(i) To secure the payment obligations of the Company pursuant to this Section, after an Event of Default the Trustee shall have a lien for its unpaid expenses (including the reasonable charges and expenses of its counsel) and compensation for services rendered under the Indenture incurred subsequent to an Event of Default prior to the Bonds on all money or property held or collected by the Trustee, except that held in trust to pay principal of, premium, if any, and interest on the Bonds.

(ii) When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1(c), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

(iii) The provisions of this Section shall survive the termination of the Indenture, the payment or defeasance of the Bonds and resignation or removal of the Trustee.

Section 4.5 Expenses of Issuer. Throughout the term hereof, the Company agrees to pay to the Issuer an amount equal to the reasonable expenses of the Issuer incident to the collection of payments or other sums due under this Agreement, including any reasonable attorneys' fees.

Notwithstanding the foregoing, the Company may, without creating a default hereunder or under the Indenture, prior to paying such expenses, contest in good faith the necessity for any such services or expenses and the reasonableness of any such services or expenses.

Section 4.6 Discharge of Liens on Payments. If any lien shall be filed or asserted against any amounts payable hereunder, the party against whom such lien shall have been filed shall, within sixty (60) days after receipt of notice of the filing thereof or the assertion thereof against such payments, undertake to cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against such payments, by contest, payment, deposit, bond, order of court or otherwise.

Section 4.7 Inspection of the Books and Records. The Issuer and the Trustee shall also be permitted, at all reasonable times and upon prior notice to the Company, to examine the books and records of the Company with respect to the Project. The use of all such information shall be subject to applicable law and the Issuer and the Trustee agree to treat any such information so obtained in a confidential manner to the extent permitted by applicable law.

Section 4.8 Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or facilitating the performance of this Agreement.

Section 4.9 Amendments to Indenture. The Issuer covenants and agrees that it will not, without the prior written consent of the Company, enter into or consent to any amendment, change or modification of the Indenture.

Section 4.10 Force Majeure. If by reason of Force Majeure either the Issuer or the Company shall be rendered unable wholly or in part to carry out its obligations under this Agreement, and if such party gives notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after failure to carry out its obligations under this Agreement, such obligations (other than the obligations of the Company specified in the last sentence of this Section) of the party giving such notice, so long as they are affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, including a reasonable time for removal of the effect thereof. The requirement that any Force Majeure shall be reasonably beyond the control of the party shall be deemed to be fulfilled even though any existing or impending strike, lockout or other industrial disturbance may not be settled but could have been settled by acceding to the demand of the opposing Person. Notwithstanding the foregoing, the occurrence of any Force Majeure shall not suspend or otherwise abate, and the Company shall not be relieved from, the obligation to make payments pursuant to Article II hereof at the times required and to make payments pursuant to Sections 4.3, 4.4 and 4.5 hereof.

ARTICLE V
DEFAULT AND REMEDIES

Section 5.1 Events of Default.

Any one or more of the following events shall constitute an Event of Default:

(a) (i) the failure of the Company to pay principal of or premium on the Bonds, pursuant to Section 2.3 hereof, when due, or to provide for the Purchase Price of the Bonds pursuant to Section 2.7 hereof and continuation of any such failure for three (3) Business Days; and

(ii) failure of the Company to pay, pursuant to Section 2.3 hereof, an amount equal to the interest on the Bonds when due and continuation of said failure for five (5) Business Days.

(b) any failure of the Company to observe and perform any of its covenants hereunder (other than the obligation to make payments pursuant to Sections 2.3 and 2.7 hereof and other than the representations, warranties, covenants, conditions or agreements contained in Article VI) and continuation of such failure for a period of sixty (60) days after receipt by the Company of written notice from the Trustee specifying the nature of such default and requesting that it be remedied unless: (i) the Trustee shall agree in writing to an extension of such period or (ii) if the failure is such that it can be corrected, but not within such period, and corrective action is instituted by the Company within the applicable period and such failure is corrected with due diligence until satisfied after receipt by the Company of such written notice from the Trustee;

(c) the occurrence of an Act of Bankruptcy, provided that with respect to the filing of an involuntary petition in bankruptcy or other commencement of a bankruptcy or similar proceeding against the Company, such petition or proceeding shall remain undismissed for ninety (90) days; and

(d) if a Credit Facility is in effect, receipt by the Trustee of a written notice from the Credit Facility Provider stating that an "Event of Default" (as defined in the applicable Credit Facility Agreement) has occurred and is continuing under such Credit Facility Agreement.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing:

(a) The Trustee shall, but only in the event of an acceleration of the amounts due on the Bonds pursuant to Article XI of the Indenture, cause all installments of the Facilities Payments to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Trustee may take whatever action at law or in equity may reasonably appear necessary or desirable to collect the payments then due and thereafter to become due under this Agreement, or to enforce performance or observance of any covenants of the Company under this Agreement; provided, however, that it is expressly provided that none of the Issuer, the Trustee, or any other Person acting for its own account or by or on behalf of the Issuer, the

Trustee or the holders of the Bonds shall have any legal or equitable rights of access, possession, sale, or use of the Project, or the premises on which the same are situated, possessed, leased, used or held under the Board Agreements, or to any proceeds, revenues, income or rents derived from the sale, use, letting or reletting thereof, for the purpose of collecting or satisfying any claim against the Company for amounts due and payable by the Company under this Agreement.

(c) A waiver by the Trustee of, or an automatic waiver as a result of the curing of, any Event of Default as permitted by the Indenture shall also constitute a waiver or curing of its consequences hereunder, and any annulment of the acceleration of the maturity of the Bonds as provided in the Indenture shall also constitute an annulment of the acceleration of the payment obligations of the Company and its consequences hereunder.

In addition to the provisions of Section 5.2(a) regarding the acceleration of Facilities Payments upon the occurrence of an Event of Default, the Company agrees to make the Facilities Payments required pursuant to Section 2.3, including those resulting from an acceleration of the maturity of Bonds pursuant to Section 11.2 of the Indenture, whether or not a default or an Event of Default has occurred hereunder.

Section 5.3 Remedies Cumulative. The rights and remedies of the Issuer or the Trustee under this Agreement shall be cumulative and shall not exclude any other rights and remedies of the Issuer or the Trustee allowed by law with respect to any default under this Agreement. Failure by the Issuer or the Trustee to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon default by the Company hereunder shall not be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, by injunctive or other appropriate legal or equitable remedy, a strict compliance by the Company with all of the covenants and conditions hereof, or of the right to exercise any such rights or remedies, if such default by the Company be continued or repeated.

ARTICLE VI TAX COVENANTS

Section 6.1 General Tax Covenant. The Issuer (to the extent such matters are within its control) and the Company covenant to refrain from any action that adversely affects, and to take such action as is necessary to assure, the treatment of the Bonds as obligations described in section 103 of the Code and applicable Regulations. The Company intends that the interest on the Bonds shall be excludable from gross income (other than the income of a "substantial user" of the Project or a "related person", within the meaning of section 147(a) of the Code) for purposes of federal income taxation pursuant to sections 103, 141, 142 and 147 through 150 of the Code and applicable Regulations. The Company covenants and agrees not to take any action, or omit to take any action, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the owners thereof (other than the income of a "substantial user" of the Projects or a "related person", within the meaning of section 147(a) of the Code) for purposes of federal income taxation. It is the understanding of the Issuer and the Company that the covenants contained in this Agreement are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are

hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer and the Company will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer and the Company agree to comply with the additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code.

Section 6.2 Specific Covenants. In particular, but not by way of limitation, the Company covenants and agrees as follows:

(a) To use all of the proceeds of the Bonds for the payment of principal of, premium, if any, and interest on the Refunded Bonds or to pay Costs of Issuance of the Bonds in an amount not to exceed two percent.

(b) To take such action as may be reasonably available to the Company to assure that the Bonds are exempt facility bonds, as defined in section 142(a) of the Code, at least 95 percent of the proceeds of which are used to provide "airports" within the meaning of section 142(a)(1) of the Code.

(c) At all times that any of the Bonds is outstanding, all of the property financed with the Net Proceeds of the Bonds will be treated as governmentally owned (within the meaning of section 142(b)(1) of the Code) either by the Board or another governmental unit. Each lease, management contract or similar operating or use agreement entered into with the Board or its affiliates by the Company, its affiliates, successors, sublessees or assigns with respect to property financed with the Net Proceeds of the Bonds does comply or will comply with the requirements of section 142(b)(1)(B)(i)-(iii) of the Code and the applicable Regulations thereunder.

(d) The Project will at no time include (i) any lodging facilities, (ii) any retail facilities (including food and beverage facilities) in excess of the size necessary to serve passengers and employees at the airport, (iii) any retail facility (other than parking) for passengers or the general public located outside of an airport terminal, (iv) any office building for individuals who are not employees of the Company, or (v) any industrial park or manufacturing facility.

(e) The Project will at no time include any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 6.3 Limitation on Maturity. The Company covenants and agrees that the average maturity of the Bonds, taking into account the issue price of the various maturities of the Bonds, will not exceed 120 percent of the reasonably expected economic life of the Project, as more specifically set forth in section 147(b) of the Code.

Section 6.4 Costs of Issuance. The Company covenants and agrees that the aggregate amount of Costs of Issuance (within the meaning of section 147(g) of the Code and applicable

regulations thereunder) financed with the proceeds of the Bonds shall not exceed two percent of the Sale Proceeds of the Bonds.

Section 6.5 No Federal Guaranty. The Company covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

Section 6.6 Public Approval. The Company covenants and agrees that the proceeds of the Bonds will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Refunded Bonds and the Bonds published by the Issuer.

Section 6.7 Arbitrage. The Company covenants and agrees to refrain from using any of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(a) proceeds of the Bonds invested for a reasonable temporary period of 90 days or less until such proceeds are needed to retire the Refunded Bonds;

(b) proceeds or amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations; or

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

The Company covenants and agrees to otherwise restrict the use of the Proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, to satisfy the requirements of section 148 of the Code (relating to arbitrage) and section 149(d) of the Code (relating to refundings). The Company further agrees to perform such duties and obligations of the Company as set forth in the Indenture.

Section 6.8 Information Reporting. The Company covenants and agrees to cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable Regulations thereunder.

Section 6.9 Other Information. The Company has supplied or caused to be supplied to Bond Counsel all documents, instruments and written information requested by Bond Counsel. All such documents, instruments and written information supplied by or on behalf of the Company at the request of Bond Counsel, have been reasonably relied upon by Bond Counsel in rendering their opinion with respect to the exclusion from gross income of the interest on the

Bonds for federal income tax purposes. The Company warrants the validity and accuracy of such instruments, documents and written information.

ARTICLE VII MISCELLANEOUS

Section 7.1 Application of Moneys; Rights of Company. Moneys received from the sale of the Bonds and all payments paid by the Company and all other moneys received by the Issuer for the payment of the Purchase Price, principal of, premium, if any, and interest on the Bonds under this Agreement, or the Trustee in connection with this Agreement shall be applied solely and exclusively in the manner and for the purposes as expressed and specified in the Indenture and this Agreement. Unless there shall have occurred an Event of Default hereunder, the Company shall have and may exercise all the rights, powers and authority stated to be in the Company hereunder and under the Indenture, including the direction of the investment of moneys. The Indenture and the Bonds shall not be modified, altered or amended in any manner that adversely affects such rights, powers and authority so stated to be in the Company, or otherwise adversely affects the Company, without the prior written consent of the Company.

Section 7.2 Benefit of and Enforcement by the Bondholders. The Issuer and the Company agree that this Agreement is executed in part to induce the purchase of the Bonds and for the further securing of the Bonds, and accordingly all covenants and agreements on the part of the Issuer and the Company as set forth in this Agreement are hereby declared to be for the benefit of the holders from time to time of the Bonds and may be enforced as provided in Article XI of the Indenture on behalf of the Bondholders by the Trustee. The Trustee is an intended third party beneficiary of this Agreement.

Section 7.3 Limitations on Liability of Issuer, Board and Governmental Units. All covenants, stipulations, promises, agreements and obligations of the Issuer contained or mentioned herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, officer, agent or employee of the Issuer, past, present or future, in his or her individual capacity, or of the Board or the Governmental Units, and no recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon against the Issuer (other than from Facilities Payments), the Board or the Governmental Units or any member, officer, agent or employee of the Issuer, the Board or the Governmental Units or any natural Person executing the Bonds.

Section 7.4 Limitation of Liability of Officers, Employees and Agents of the Company. No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any officer, employee or agent of the Company in his or her individual capacity, and neither the employees nor agents of the Company shall be liable personally with respect to the execution, delivery, issuance of, as the case may be, or actions permitted to be taken pursuant to, this Agreement, the Indenture, the Bonds or the delivery of any opinions and certifications in connection with the transactions evidenced or contemplated thereby.

Section 7.5 Amendments to Agreement, Consent of Trustee Required. This Agreement may be amended only with the consent of the Issuer, the Board and the Trustee given

in accordance with the provisions of the Indenture and only if the Company or its successors and assigns shall agree to such amendment.

Section 7.6 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Issuer at:

Dallas/Fort Worth International Airport
Facility Improvement Corporation
3200 East Airfield Drive
Dallas/Fort Worth Airport, Texas 75261
Attention: Executive Vice President and Chief Financial Officer

If to the Company at:

American Airlines, Inc.
MD 5662
P.O. Box 619616
Dallas/Fort Worth Airport, Texas 75261-9616
Attention: Treasurer

with a copy to:

American Airlines, Inc.
MD 5675
P.O. Box 619616
Dallas/Fort Worth Airport, Texas 75261-9616
Attention: Corporate Secretary

If to the Trustee at:

Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, Maryland 21201
Attention: Corporate Trust Dept.

A duplicate copy of each notice, certificate or other communication given hereunder by either party shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7 Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the Company shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, withholding and without abatement, deduction or set

off of any kind or nature, whether authorized by law or otherwise, other than those herein expressly provided.

Section 7.8 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE (EXCEPT THAT THE CONFLICTS OF LAW PROVISIONS CONTAINED WITHIN THE LAWS OF THE STATE SHALL NOT APPLY) AND THE UNITED STATES OF AMERICA.


Section 7.9 Severability. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

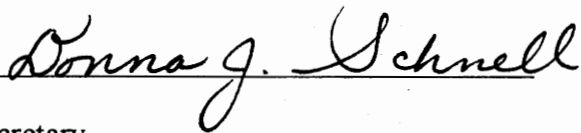
(Execution Page Follows)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Agreement to be executed in their respective names all as of the date first above written.

DALLAS/FORT WORTH INTERNATIONAL
AIRPORT FACILITY IMPROVEMENT
CORPORATION

By: 
President

ATTEST:


Secretary

AMERICAN AIRLINES, INC.

By: 
Title: Vice President - Corporate Development
and Treasurer

EXHIBIT A

FORM OF DISBURSEMENT REQUEST

Requisition No.: _____

Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, Maryland 21201
Attention: Corporate Trust Dept.

Sir or Madam:

This certificate is provided to you pursuant to Section 3.2 of the Facilities Agreement dated as of June 1, 2007 (the "Facilities Agreement"), between the Dallas/Fort Worth International Airport Facility Improvement Corporation (the "Issuer") and American Airlines, Inc. (the "Company"), and in accordance with Section 5.3 of the Trust Indenture dated as of June 1, 2007 (the "Indenture"), between the Issuer and Manufacturers and Traders Trust Company, as trustee (the "Trustee"). The capitalized terms used in this certificate have the same meanings given such terms in the Facilities Agreement.

On behalf of the Company, I, the undersigned Authorized Company Representative, do hereby certify as follows:

(1) There has been expended, or is being expended concurrently with the delivery of this certificate an amount on account of costs of issuance aggregating at least \$ _____ as determined in Schedule I hereto, which amount is hereby requisitioned for disbursement from the Cost of Issuance Fund.

(2) No other certificate in respect to the expenditures requisitioned pursuant to clause (1) hereof is being or previously has been delivered to the Trustee.

(3) The sum of (A) all amounts previously disbursed from the Cost of Issuance Fund to pay Costs of Issuance, plus (B) the Underwriters' discount under the Bond Purchase Agreement (other than original issue discount) plus (C) the amount requested by such certificate to be disbursed from the Cost of Issuance Fund to pay Costs of Issuance does not exceed 2% of the issue price of the Bonds.

The Trustee is hereby directed to pay or transfer, as applicable, the amounts requisitioned above from the Costs of Issuance Fund to the payee(s) in the amount(s) set forth on Schedule I hereto.

AMERICAN AIRLINES, INC.

By: _____
Authorized Company Representative

COSTS OF ISSUANCE FUND

PAYEE

AMOUNT

\$