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Trust Company, as Indenture Trustee

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

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

**JOINDER OF MANUFACTURERS AND TRADERS TRUST
COMPANY, AS INDENTURE TRUSTEE, TO LIMITED OBJECTION OF
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AND
LAW DEBENTURE TRUST COMPANY OF NEW YORK, AS INDENTURE
TRUSTEES, TO MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT
TO 11 U.S.C. § 365(d)(4) EXTENDING TIME TO ASSUME OR REJECT
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

TO: THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Manufacturers and Traders Trust Company, as Indenture Trustee (“M&T” or the “Indenture Trustee”), by and through its attorneys, Drinker Biddle & Reath LLP, by way of Joinder (the “M&T Joinder”) to the Limited Objection of the Bank of New York Mellon Trust Company, N.A. and Law Debenture Trust Company of New York as Indenture Trustees to the Motion of Debtors for Entry of Order Pursuant to 11 U.S.C. § 365(d)(4) Extending Time to

Assume or Reject Unexpired Leases of Nonresidential Real Property [Docket No. 1795] (the “Indenture Trustee Objection”) respectfully states as follows:

JOINDER

1. As set forth in the Indenture Trustee Objection, M&T joins in the Indenture Trustee Objection and further states that the Debtors’ motion fails to adequately disclose sufficient information related to those unexpired leases of non-residential real property for which the Debtors seek to extend the time to assume or reject pursuant to 11 U.S.C. § 365(d)(4).

2. M&T serves as Indenture Trustee or successor Indenture Trustee for certain airport revenue bonds (the “M&T Bonds”). The M&T Bonds are the following:

a. AllianceAirport Authority, Inc., Special Facilities Revenue Bonds, Series 1991 (American Airlines, Inc. Project) issued in an original principal amount of \$125,745,000;

b. AllianceAirport Authority, Inc., Special Facilities Revenue Refunding Bonds, Series 2007 (American Airlines, Inc. Project) issued in an original principal amount of \$357,130,000;

c. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Bonds, Series 1995 issued in an original principal amount of \$126,240,000;

d. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Bonds, Series 1999 issued in an original principal amount of \$209,090,000;

e. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Refunding Bonds, Series 2000A issued in an original principal amount of \$200,000,000;

f. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Refunding Bonds, Series 2000B issued in an original principal amount of \$104,715,000;

g. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Refunding Bonds, Series 2000C issued in an original principal amount of \$100,000,000;

h. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Bonds, Series 2002 issued in an original principal amount of \$15,110,000; and

i. Dallas-Fort Worth International Airport Facility Improvement Corporation American Airlines, Inc. Revenue Refunding Bonds, Series 2007 issued in an original principal amount of \$131,735,000.

3. The Debtors have identified their lease obligations in their Schedules of Assets and Liabilities and Statements of Financial Affairs, which were filed on February 27, 2012. Thus, it is clear the Debtors are aware of the totality of their non-residential real property leases, yet they have neglected to provide parties with notice of the actual leases they are seeking additional time to assume or reject.

4. M&T reserves all rights to be heard before the Court with regard to the Indenture Trustee Objection. In filing this Joinder, M&T reserves all rights and remedies available to it, and does not waive any rights or remedies, including those in connection with the Debtors' bankruptcy. Nothing contained herein is intended to contravene or supersede any arguments or positions that have been made or taken, or that may be made or taken, by the holders of the Bonds identified herein on whose behalf the Indenture Trustee acts.

WHEREFORE, M&T joins in the arguments and relief requested in the Indenture Trustee Objection and respectfully requests such other and further relief as this Court deems just and proper.

Dated: March 15, 2012

DRINKER BIDDLE & REATH LLP

By: /s/ Kristin K. Going
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