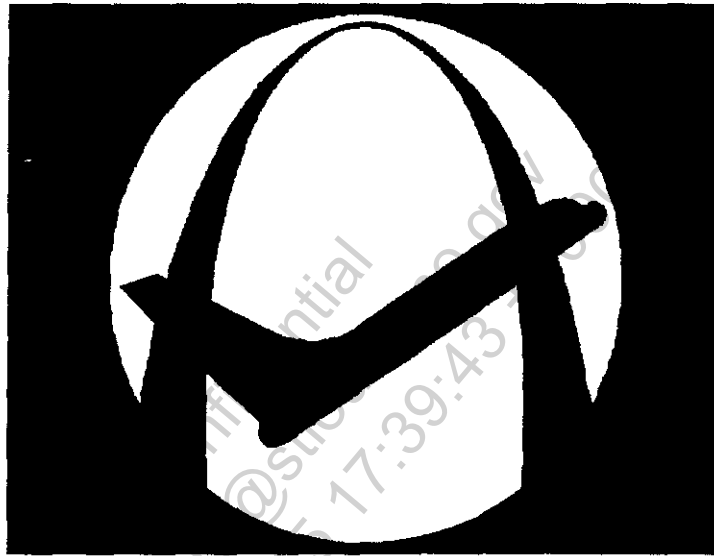


LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT

APR 9 2012
1003982



AMERICAN AIRLINES, INC.

SECOND AMENDMENT TO LEASE AGREEMENT

NO. AL-465

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT, made and entered into as of the 27th day of February, 2013, by and between The City of St. Louis, a municipal corporation of the State of Missouri ("**City**"), and American Airlines Inc., a corporation organized and existing under the laws of the State of Delaware ("**Lessee**"), is an amendment to Lease Agreement AL-465 dated March 15, 2010 (the "**Agreement**"), as previously amended by the First Amendment dated December 12, 2012 (the "**First Amendment**").

WITNESSETH THAT:

WHEREAS, the City owns and operates Lambert-St. Louis International Airport[®] ("**Airport**");

WHEREAS, the City and Lessee are parties to the Agreement and the First Amendment;

WHEREAS, Lessee filed a petition under Chapter 11 of Title 11 of the United States Code on November 29, 2011, which case is pending in the United States Bankruptcy Court for the Southern District of New York in an administratively consolidated case entitled In re AMR Corporation, et al., Chapter 11 Case No. 11-15463 (SHL) ("**Bankruptcy Case**");

WHEREAS, as part of Lessee's reorganization in the Bankruptcy Case, Lessee and the City negotiated a comprehensive resolution of all lease and debt issues between them as set forth in a Settlement Agreement that was approved by the court in the Bankruptcy Case on January 9, 2013 by the Order Pursuant to 11 U.S.C. § 365(a), FED. R. BANKR. P. 9019(a) AND 6006, AND LBR 6006-1 (I) Approving Settlement Agreement by and among Debtors and City of St. Louis and (II) Authorizing Assumption, as Modified, of Certain Unexpired Leases of Nonresidential Real Property Related Thereto (Doc. 6101) ("**Order 6101**") and was executed by Lessee on February 14, 2013, and by the City on February 27, 2013 ("**Settlement Agreement**"); and

WHEREAS, as part of the Settlement Agreement, Lessee agrees to assume the Agreement as modified by the First Amendment and this Second Amendment.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree as follows:

1. Notwithstanding the provisions of Section 301 of the Agreement, as modified by Section 3 of the First Amendment, the term of the Agreement is hereby extended so that instead of expiring on March 31, 2013, it shall expire on June 30, 2016.
2. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Second

Amendment. The counterparts of this Second Amendment and any ancillary documents may be executed and delivered by facsimile or other electronic signature by the City or Lessee to the other party hereto and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

3. All other terms, covenants and conditions of the Agreement, as amended by the First Amendment, not inconsistent with this Second Amendment, are unchanged and hereby ratified and approved and shall remain in full force and effect.

[Remainder of page intentionally left blank.]

Confidential
garvinm@stlouis-mo.gov
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IN WITNESS WHEREOF, and pursuant to the Settlement Agreement that was approved by Order 6101, *In re AMR Corporation*, No. 11-15463 (Bankr. S.D.N.Y. 2012), the parties hereto for themselves, their successors and assigns, have executed this Second Amendment the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI:

Authorized by City Ordinance # 4937.3, approved January 22, 2013.

The foregoing Second Amendment was approved by the Airport Commission at its meeting on the 5 day of December, 2013.
2012

[Signature] 2/27/13
Commission Chairman Date
and Director of Airports

The Board of Estimate and Apportionment approved the foregoing Second Amendment in substance at its meeting on the 19 day of December, 2013.
2012
Copied to KB257

[Signature] 2-27-13
Secretary, Date
Board of Estimate & Apportionment

APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:

[Signature] 2/27/13
City Counselor Date
City of St. Louis


[Signature] 2/27/13
Comptroller, Date
City of St. Louis

ATTESTED TO BY:

[Signature] FEB 23 2013
Register, Date
City of St. Louis

60751

AMERICAN AIRLINES, INC.

BY: 
Title: Kevin E. Cox
Vice President - Real Estate
Date: 2/14/13

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LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

Rhonda Hamm-Niebruegge
Director

MEMORANDUM

TO: Ed Zell, Finance & Accounting

FROM: Mario A. Pandolfo, Legal Counsel

DATE: February 27, 2013


SUBJECT: American Airlines Bankruptcy

Enclosed please find two (2) fully executed originals of the following agreements. It is my understanding that you will provide the Comptroller and Register with one original each.

- 1) Settlement Agreement dated February 27, 2013;
- 2) Fifth Amendment to Memorandum of Agreement for Improvement to the Existing Facility at Lambert-St. Louis International Airport (Exhibit B to the Settlement Agreement) dated February 27, 2013; and
- 3) Second Amendment to Lease Agreement AL-465 (Exhibit C to Settlement Agreement) dated February 27, 2013.

I am also forwarding one original to Rob Salarano for Properties' records and one original to Susan Ehlers, who will forward it to American Airlines' attorneys.

Please keep in mind that the "**Effective Date**" of the Settlement Agreement will be March 1, 2013 in accordance with Section 1.21 of the Settlement Agreement. If you have any questions regarding this matter, please feel free to contact me.

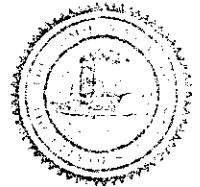

Mario A. Pandolfo, Jr.
Legal Counsel

cc: Susan Kopinski (w/attachments)
Henrietta Brown (w/attachments)
Rob Salarano (w/attachments)
Sam Waddle (w/attachments)
Jean Tiemann (w/attachments)
Joe Niemann (w/attachments)
Steve Cousins (w/attachments)
Susan Ehlers (w/attachments)
Pablo Nüesch (w/attachments)



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

Rhonda Hamm-Niebruegge
Director



February 27, 2013

Susan K. Ehlers, Partner
Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105-1847

Re: American Airlines, Inc. Bankruptcy- Transmittal of Settlement Agreement and Companion Agreement- Originals

Dear Susan:

I have enclosed one (1) fully executed original of the following Agreements:

- 1) Settlement Agreement dated February 27, 2013;
- 2) Fifth Amendment to Memorandum of Agreement for Improvement to the Existing Facility at Lambert-St. Louis International Airport (Exhibit B to the Settlement Agreement) dated February 27, 2013; and
- 3) Second Amendment to Lease Agreement AL-465 (Exhibit C to Settlement Agreement) dated February 27, 2013.

It is my understanding that you will forward the Agreements to American Airlines' attorneys so that the Agreements are delivered to American Airlines on Friday, March 1, 2013. **As discussed, your cover letter will establish and confirm that the Effective Date of the Settlement Agreement is March 1, 2013 in accordance with Section 1.21 of the Settlement Agreement.**

With an Effective Date of March 1, 2013, the claims, cure amounts and other payments amounts described in the Settlement Agreement, which were calculated assuming an Effective Date of March 1, 2013, will not need to be recalculated except for the calculation of "Other Cure Amounts", specifically the post-petition amount of \$266,575.55. It is my understanding that Susan Kopinski will be working with Mike Wesche regarding this calculation and will keep us informed.

Sincerely,

Mario A. Pandolfo, Jr., Legal Counsel
Airport Legal Department

Enclosures

cc, w/o enclosures: S. Kopinski, H. Brown, Salarano, S. Waddle, J. Tiemann, J. Niemann, S. Cousins, S. Ehlers, & P. Nuesch