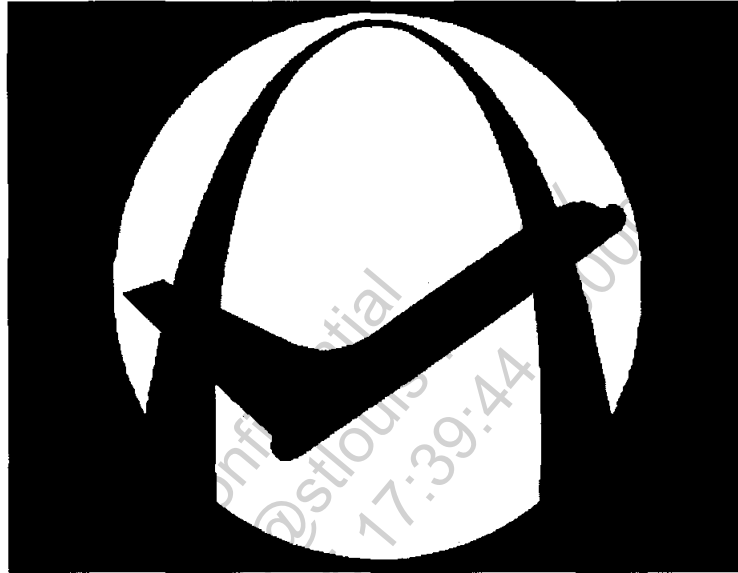


LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



AMERICAN AIRLINES, INC.

FIRST AMENDMENT TO LEASE AGREEMENT

NO. AL-465

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

THIS FIRST AMENDMENT, made and entered into as of the ____ day of _____, 2012, 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**").

WITNESSETH THAT:

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

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

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 are negotiating a comprehensive resolution of all lease and debt issues between them, the results of which will be set forth in a Settlement Agreement that must be approved by the court in the Bankruptcy Case, and executed by Lessee and by the City ("**Settlement Agreement**");

WHEREAS, based on the negotiations to-date regarding the terms of the Settlement Agreement, the parties expect that Lessee will assume the Agreement as modified by the terms of the Settlement Agreement;

WHEREAS, the City and Lessee expect that the Settlement Agreement will not be executed by the parties until after January 1, 2013;

WHEREAS, unless amended, the Agreement is set to expire on December 31, 2012; and

WHEREAS, the City and Lessee have agreed to extend the term of the Agreement, and to make other changes consistent with the certain matters being negotiated as part of the Settlement Agreement.

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. Effective January 1, 2013, the first paragraph of Section 201 of the Agreement (entitled Premises) is deleted in its entirety and the following paragraphs are substituted in lieu thereof:

"City hereby leases and demises to Lessee and Lessee takes from City a tract of land containing approximately 17.441 acres (759,736 square feet), and containing, without limitation, the following improvements: 69,615 square feet of maintenance hangar space, 53,767 square feet of maintenance shop space, 42,075 square feet of warehouse space, and 39,525 square feet of office building space, and associated parking as shown on Lease **Exhibit "A"**, attached hereto and made a part hereof ("**Premises**"), subject to the reservations set forth in Section 202 hereof.

City and Lessee hereby agree that the pathway consisting of approximately 9,400 square feet and shown on Lease Exhibit "A" (providing access from Lambert International Boulevard to the tract of land immediately west of the Premises that is currently leased by the Missouri National Air Guard) is excluded from the Premises described above. The City acknowledges and agrees that it shall be responsible for any design, construction, and improvement costs related to the pathway. Lessee hereby agrees to the location of the pathway as shown on Lease Exhibit "A." Lessee shall have the right to approve the design and construction of the pathway, which approval shall not be unreasonably delayed or denied. For the avoidance of doubt, Lessee shall not be responsible for the pathway or for any related improvement costs as a result of Lessee's approval of the design, construction, and location of the pathway."

2. Effective January 1, 2013, Lease Exhibit "A" to the Agreement is deleted in its entirety and the attached Lease Exhibit "A" is substituted in lieu thereof.

3. Notwithstanding the provisions of Section 301, the term of the Agreement is hereby extended so that instead of expiring on December 31, 2012, it shall expire on March 31, 2013.

4. Section 502 (entitled Rent Payment) is hereby amended by adding at the end the following:

Effective January 1, 2013, Lessee's annual rent payable to the City shall increase to \$461,000.00, which annual rent shall be paid to the City in equal monthly amounts of \$38,416.66 in advance, on or before the first day of each month for the remainder of the term of this Agreement.

5. Section 901 (entitled City's Right to Terminate) is hereby amended by adding at the end the following:

Notwithstanding the provisions of this Section 901, the City shall not have the right to declare this Agreement terminated during the pendency of the Bankruptcy Case upon the happening of any of the events described in Subsection B above.

6. This First 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 First Amendment. The counterparts of this First 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.

7. City acknowledges that Lessee is a debtor in possession under chapter 11 of title 11 of the United States Code ("**Bankruptcy Code**") in the Bankruptcy Case pending in the United States Bankruptcy Court for the Southern District of New York. City agrees that this First Amendment does not constitute an assumption of the Agreement or entry into a new postpetition agreement and that Lessee retains all rights under section 365 of the Bankruptcy Code to assume, reject, or assume and assign the Agreement as amended notwithstanding entry into this First Amendment.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI:

The foregoing First Amendment was approved by the Airport Commission at its meeting on the 7th day of NOVEMBER, 2012.




Commission Chairman
and Director of Airports

Date

11-7-12

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the 28 day of November, 2012.

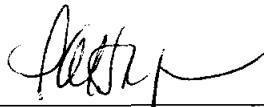


Secretary,
Board of Estimate & Apportionment

Date

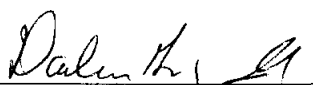
APPROVED AS TO FORM ONLY BY:

COUNTERSIGNED BY:



City Counselor
City of St. Louis

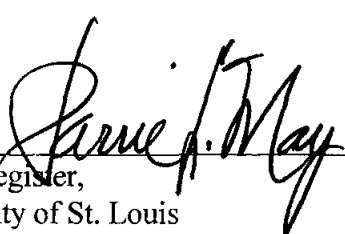
Date



Comptroller,
City of St. Louis

Date

ATTESTED TO BY:

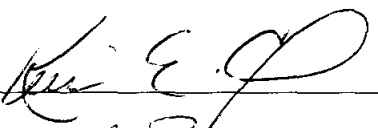


Register,
City of St. Louis

DEC 12 2012
Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 60751

AMERICAN AIRLINES, INC.

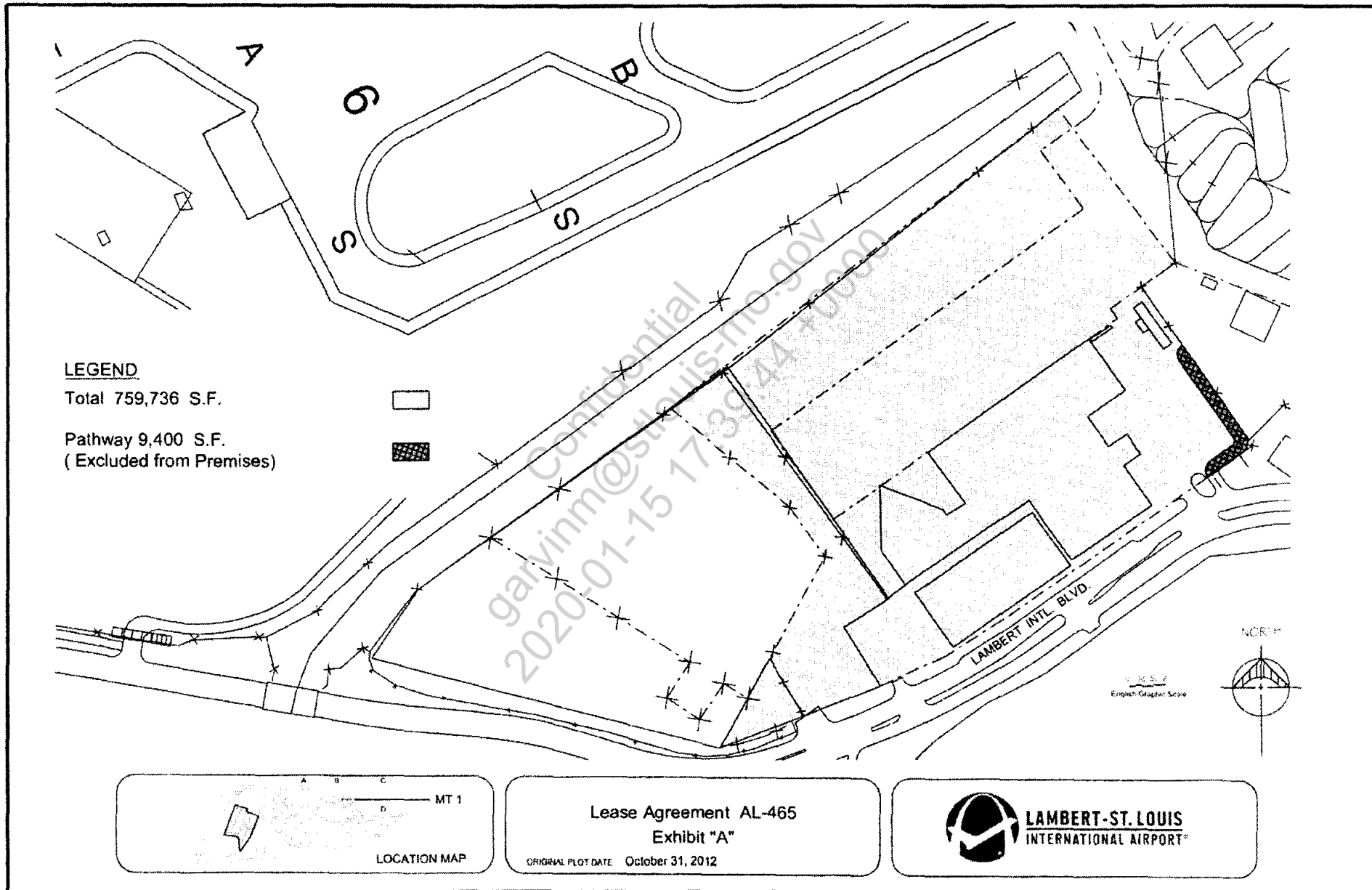
By: 
Title: V.P. REAL ESTATE
Date: 11/1/12

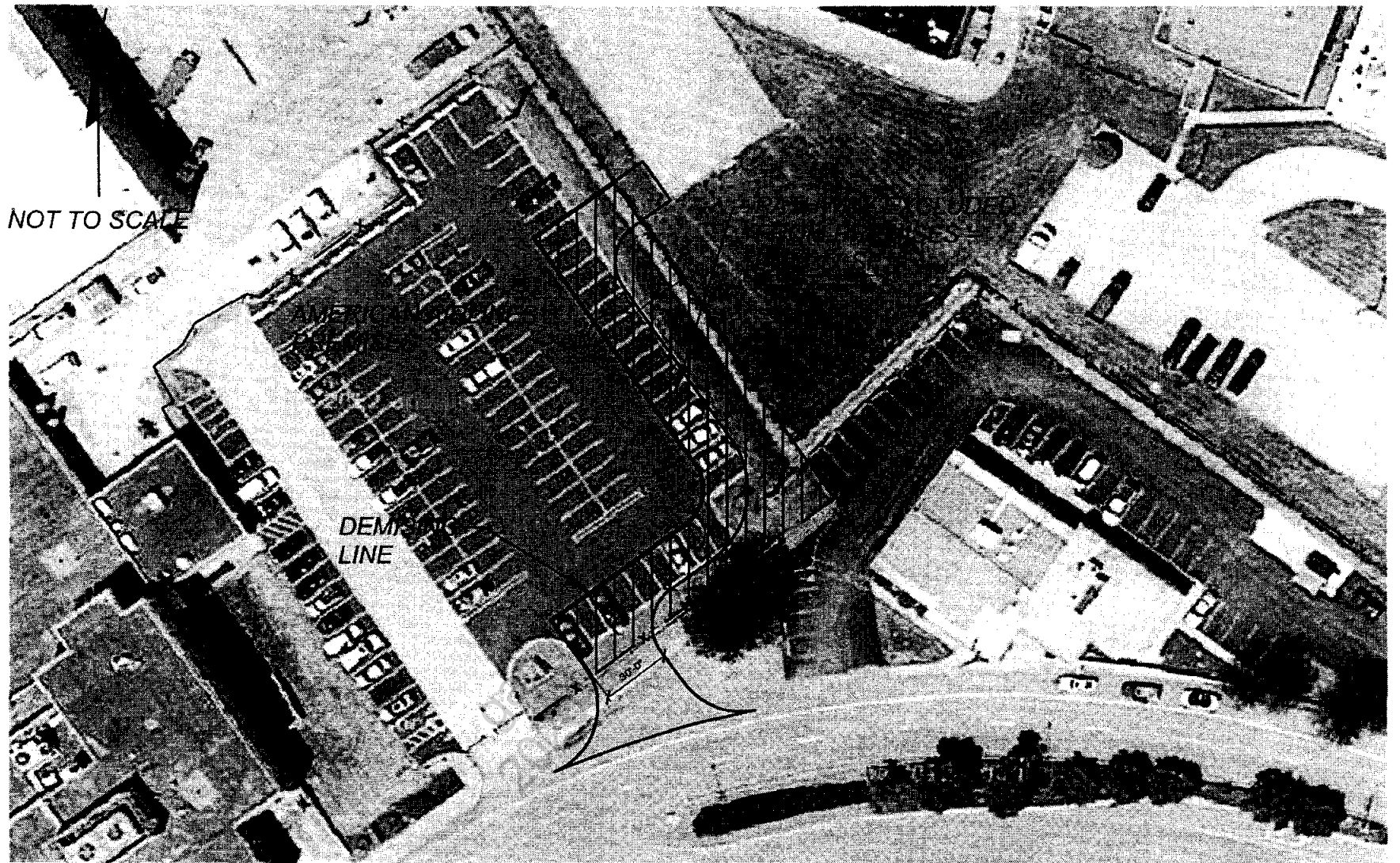
Confidential
garvinm@stlouis-mo.gov
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Exhibit A

Premises

Confidential
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AMERICAN AIRLINES

LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT®

CITY OF ST. LOUIS AIRPORT AUTHORITY / PO BOX 10212
ST. LOUIS, MO. 63044 (314) 501-5003

AIRPORT CAD DEPARTMENT

DATE: 10/31/12

PROJECT NO.:
1012

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