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DATED 19 December **2012**

AGREEMENT

relating to

16 Cottesmore Gardens Kensington London W8 5PR

Taylor Vinters LLP
Level 33
Tower 42
London
EC2N 1HQ

Tel: 020 7382 8060

Email: Kathrin.McClintock@taylorvinters.com

Our Ref: KM417896.2

9615704.6

THIS AGREEMENT

INCORPORATING THE STANDARD CONDITIONS OF SALE (FIFTH EDITION)

Agreement Date :
Seller : American Airlines, Inc. (registered in England and
Wales with company number FC011471) whose
registered office is at Waterside HAA3,
Harmondsworth, West Drayton UB7 0GB
Buyer : CG Property Nominees Limited (registered in
England and Wales under Company Registration
Number 8324821) whose registered office is at 10
Norwich Street London EC4A 1BD
Property : 16 Cottessmore Gardens Kensington London W8
5PR
Title Number : BGL986
Incumbrances on the : Subject to those matters contained or referred to
Property in the Property Register of the above mentioned
title number as revealed by official copies dated
16 November 2012 at 11.25:34
Title Guarantee : Full title guarantee
Completion date : *As per clause 6.1. of this Agreement.*
Contract Rate : 3% above the base rate of Barclays Bank Plc from
time to time
Purchase Price : £14,150,000.00
Deposit : £1,415,000.00

The Seller will sell and the Buyer will buy the Property for the Purchase Price

The Agreement continues on the next page.

Signed)
) **SELLER/BUYER**

Kevin E. Cox
Kevin E. Cox
Vice President - Real Estate

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Signed) S/C All (EJC ALBUM)
) DIRECTOR FOR CG PROPERTY NOMINEES
) ~~SELLER/BUYER~~ LIMITED

SPECIAL CONDITIONS

1 Definitions

1.1 "Bankruptcy Court" shall mean the United States Bankruptcy Court for the Southern District of New York in its capacity as the court of record for the cases under chapter 11 of the Bankruptcy Code styled "In re AMR Corporation et al. (Case No. 11-15463) (SHL) (Jointly Administered)," of Seller and certain of Seller's affiliates.

1.2 Bankruptcy Code shall mean title 11, United States Code.

1.3 "Liability" or "Liabilities" (as appropriate) shall mean any debt, loss, claim, damage, demand, fine, judgment, penalty, liability, lien, claim, encumbrance, interest, commitment or obligation of any kind or nature (whether primary or secondary, direct or indirect, known or unknown, absolute or contingent, matured or unmatured, asserted or not asserted, accrued or unaccrued, liquidated or unliquidated, presently in existence or arising hereafter, due or to become due, or otherwise), and including all costs and expenses relating thereto but subject always to the Incumbrances.

1.4 "Final Order" shall mean an order or a judgment entered by the Bankruptcy Court (i) that has not been appealed, reversed, stayed, modified, amended or vacated and (ii) as to which the time for filing a notice of appeal, a petition for review or a motion for reargument or rehearing has expired.

1.5 "Longstop Date" shall mean 15th February 2013.

1.6 "Sale Hearing" shall mean a hearing on January 9, 2013 to be conducted by the Bankruptcy Court, among other purposes, to approve the Sale Order.

1.7 "Sale Motion" shall mean the motion or motions filed pursuant to the provisions of Sections 363 and 365 (as appropriate) of the Bankruptcy Code to obtain the Sale Order.

1.8 "Sale Order" shall mean an order of the Bankruptcy Court, which order shall be substantially in the form attached hereto (or with immaterial

amendments thereto which are approved in writing by the Buyer (such approval not to be unreasonably withheld) or other amendments approved by Buyer and Seller).

1.9 "Sale Order Date" shall mean the date of the Bankruptcy Court's entry of the Sale Order.

1.10 "Secretary's Certificate" shall mean a certificate issued by the company secretary of the Seller certifying that the relevant resolution relating to the sale of the Property was adopted by the board of directors of the Seller, and that Kevin Cox, being the signatory of the Transfer, is a Vice President of the Seller.

2 Court Approval

2.1 The Seller and the Buyer acknowledge that this Agreement and the sale of the Property are subject to Bankruptcy Court approval.

3 Certain Bankruptcy Undertakings

3.1 The Seller shall use all reasonable endeavours to do such further acts and things and to execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence, confirm, or obtain the Sale Order, and any other agreement contemplated hereby and to complete the sale of the Property pursuant to this Agreement.

3.2 On or prior to December [19], 2012, the Seller shall file the Sale Motion with the Bankruptcy Court. Prior to the filing the Sale Motion, the Seller will (i) provide a copy of the Sale Motion (including any exhibits or attachments thereto) to the Buyer's solicitors, (ii) provide the Buyer and Buyer's solicitors a reasonable opportunity to review and comment on such documents, and any amendments or supplements thereto (whether proposed before or after the initial motion is filed), and (iii) incorporate any comments agreed upon by Seller and Buyer that are consistent with the terms of this Agreement.

3.3 If the Sale Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person (as defined in Section 101(41) of the Bankruptcy Code), or if any petition for certiorari or motion

for rehearing or reargument shall be filed with respect thereto, the Seller agrees to take all action as may be reasonable and appropriate to defend against such appeal, petition or motion, and hereto agrees to use all reasonable endeavours to obtain an expedited resolution of such appeal.

3.4 The Sale Order shall be in form and substance acceptable to the Buyer and the Seller hereby agrees not to change or modify the Sale Order without the prior written consent of the Buyer. The Seller shall use all reasonable endeavours to obtain a ruling that the Sale Order is immediately effective notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d) (as appropriate).

3.5 The Seller covenants and agrees that if the Sale Order is entered, the terms of any plan of reorganization submitted by the Seller (either alone or together with one or more of its affiliated debtors) to the Bankruptcy Court for confirmation, shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of the Buyer hereunder, or in any way prevent or interfere with the completion of the Agreement as is contemplated by or approved pursuant to the Sale Order.

4 Conditionality

4.1 Completion of the sale and purchase hereby agreed is conditional upon the Sale Order Date having occurred and the Sale Order having become a Final Order on or before the Longstop Date.

4.2 If the Sale Date has occurred and has not been stayed, the Buyer shall be entitled (in its absolute discretion) by written notice to the Seller's solicitors to waive the requirement that the Sale Order becomes a Final Order, in which event for the purposes of this Agreement only the Sale Order shall be deemed to have become a Final Order on the date of such written notice by the Buyer.

4.3 If the Sale Order has not become a Final Order on or before the Longstop Date then either party shall be entitled to terminate this Agreement by giving written notice to that effect to the solicitors to the other party.

5 Deposit

5.1 It is hereby agreed that until Completion the Deposit shall at all times remain the property of the Buyer and shall be held by the Seller's solicitors as stakeholder and in the event of termination of this Agreement pursuant to clause 4.3 (and in other circumstances where the Deposit would normally be returnable to the Buyer under the Standard Conditions of Sale) the Deposit shall be returned to the Buyer together with any interest which has accrued thereon. Subject to the provisions of this clause 5.1 and for the avoidance of doubt Standard Condition 7.4 shall apply to this Agreement.

6 Completion

6.1 Completion of the sale and purchase hereby agreed shall take place no later than 10 days after the Sale Order has become a Final Order.

7 Standard Conditions

7.1 This Agreement incorporates the Standard Conditions of Sale (Fifth Edition). In the case of a conflict between the Standard Conditions of Sale (Fifth Edition) and the clauses of this Agreement, the clauses of this Agreement shall prevail.

7.2 The terms used in this Agreement have the same meaning when used in the conditions.

8 Title

8.1 Subject to the terms of this Agreement and to the Standard Conditions of Sale, the Seller is to transfer the Property with full title guarantee.

8.2 If applicable the sale includes those contents which are indicated on the attached list as included in the sale and the Buyer is to pay the contents price for them.

8.3 The sale excludes those fixtures which are at the Property and are indicated on the attached list as excluded from the sale.

8.4 The Property is sold with vacant possession.

- 8.5 Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.
- 8.6 The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
- 8.7 Title to the Property having been deduced to the Buyer's solicitors prior to the date of this Agreement the Buyer will be deemed to have accepted it save in relation to any matter which is not covered in the official copy of the Seller dated 16 November 2012 timed at 11.25:34 and special condition 4.1.1 shall not apply.
- 9 Notice to Complete
- 9.1 If a notice to complete is served by the solicitors for either party in accordance with special condition 6.8.1 the recipient of such notice shall (in addition to all other sums properly payable) contribute the sum of £500.00 plus VAT towards the other party's solicitors' costs in respect of such notice.
- 10 Insurance
- 10.1 If the Property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or on behalf of the Buyer are reduced by reason of the existence of any policy effected by the Seller, the purchase price for the Property shall be abated by the amount of such reduction, but this condition shall not apply if the proceeds of the Seller's policy are applied towards the reinstatement of the Property pursuant to any statutory or contractual obligation.
- 11 Non-merger
- 11.1 Notwithstanding completion of this Agreement the terms of this Agreement shall not merge or be deemed to merge on completion in so far as any matter remains outstanding.
- 12 Miscellaneous
- 12.1 Conditions 2.2.5, 4.3.1, 4.3.2, 4.3.3 and 4.3.4 shall not apply.

- 12.2 On or before the date hereof the Seller shall procure that Andrew Plummer consents to the sale hereby agreed and executes the Consent to Sale in the form of the draft attached.
- 12.3 The Seller hereby consents to the Buyer registering a unilateral notice at the Land Registry following an exchange of this Agreement and Seller's filing of the Sale Motion with the Bankruptcy Court.
- 13 Legal Opinion
- 13.1 The Seller shall provide (at its own cost) to the Buyer on Completion
- 13.1.1 an original legal opinion, pursuant to the laws of the State of Texas, the General Corporation Law of the State of Delaware, and the federal laws of the United States of America, subject to exceptions customary in the State of Texas, as to the authorisation, execution and delivery by the Seller of the documents necessary for the transfer of the Property, and such documents' enforceability against the Seller; and
- 13.1.2 a certified copy of the Sale Order; and
- 13.1.3 a certified copy of the Secretary's Certificate.
- 13.2 Between the date of this Agreement and Completion and following Completion, the Seller shall (at its own cost) promptly respond to all requisitions raised by the Land Registry and notified in writing by the Buyer's solicitor to the Seller's solicitor and give such other assistance as the Buyer may reasonably require in order to complete registration of the Transfer of the Property to the Buyer at the Land Registry.
- 14 Transfer to Nominee
- 14.1 On Completion the Seller shall transfer the Property to the Buyer or to a member of the Buyer's group as the Buyer may direct prior to Completion in writing to the Seller and 'member of the Buyer's group' shall mean any of: (i) the ultimate beneficial owner of the Buyer; (ii) a company which is from time to time the Buyer's parent undertaking; or (iii) any subsidiary undertaking of the Buyer's parent undertaking (as such terms are defined in the Companies Act 2006).
- queries and*
- satisfy the Land Registry's requirements for completion of the*

15 Governing law and jurisdiction

15.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation are governed by and construed in accordance with the law of England.

15.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

SELLER'S SOLICITORS : Taylor Vinters LLP
Level 33
Tower 42
London
EC2N 1HQ

Ref : KM417896.2
Tel : 020 7382 8060
Fax : 020 7382 8001
Email : Kathrin.McClintock@taylorvinters.com

BUYER'S SOLICITORS : Reed Smith
The Broadgate Tower
20 Primrose Street
London
EC2A 2RS

Ref :
DX : DX1066 City / DX18 London
Tel : 020 3116 3000
Fax : 020 3116 3999
Email : jpike@reedsmith.com

Consent to Sale

Property: The freehold interest in 16 Cottesmore Gardens, Kensington, London W8
5PR

Seller: American Airlines, Inc.

Buyer: CG Property Nominees Limited or any party referred to in clause 14 of the
sale and purchase agreement dated between the Seller and the Buyer

I, Andrew Plummer, confirm that I am an employee of the Seller and have no legal or
beneficial interest in the Property and consent to the sale of the Property to the Buyer
with vacant possession. I confirm that I will vacate the Property prior to completion of
the sale of the Property to the Buyer.

Signed.....
American Airlines, Inc.

Witness.....

Dated.....