

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT NEW YORK

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In re	:	
	:	Chapter 11 Case No.
AMR CORPORATION, <i>et al.</i> ,	:	
	:	11-15463 (SHL)
Debtors.	:	(Jointly Administered)
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**STIPULATION AND ORDER BETWEEN
AMERICAN AIRLINES, INC. AND AIRBUS S.A.S.**

IT IS HEREBY STIPULATED AND AGREED by and between American Airlines, Inc. (“**American**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”), and Airbus S.A.S. (“**Airbus**”), acting through their undersigned counsel, as follows:

Background

1. On November 29, 2011 (the “**Commencement Date**”), each of the Debtors commenced a voluntary case under chapter 11 of title 11, United States Code (the “**Bankruptcy Code**”). The Debtors have continued to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases.

2. On December 5, 2011, the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**UCC**”).

3. Information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the Affidavit of Isabella D. Goren Pursuant to Rule 1007-2 of the Local Bankruptcy Rules of the Southern District of New York, sworn to on November 29, 2011. (ECF No. 4.)

Jurisdiction

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

Stipulated Facts

5. Airbus and American are parties to that certain A320 Family Aircraft Purchase Agreement made July 20, 2011, as supplemented, amended or otherwise modified from time to time (the “**Airbus Agreement**”), in which, among other items, (a) American has firm orders to acquire 130 current generation technology A320 family aircraft with deliveries beginning in July, 2013 and continuing through 2017 (the “**Aircraft**”), and (b) Airbus has committed to provide lease financing for each of the 130 Aircraft at the time of delivery (the “**Leased Aircraft**”).

6. American and Airbus are also parties to various ancillary agreements entered into in connection with the Airbus Agreement (the “**Additional Agreements**”). Pursuant to the Additional Agreements, Airbus may, among other items, enter into transactions with non-affiliated third parties pursuant to which such third parties agree to purchase one or more of the Leased Aircraft and, upon such purchase, to lease such Leased Aircraft to American.

7. On January 23, 2013, pursuant to the Order Pursuant to 11 U.S.C. § 365(a) and Fed. R. Bankr. P. 6006 Approving Assumption of (A) the A320 Family Aircraft Purchase Agreement Made July 20, 2011, as Amended, Between Airbus S.A.S. and American Airlines, Inc.; and (B) the General Terms Agreement By and Among IAE International AERO Engines AG and American Airlines, Inc. as Amended and Supplemented [Docket No. 6315] (the “**Assumption Order**”), the Debtors assumed the Airbus Agreement.

8. The Debtors and Airbus believe that the assumption of the Airbus Agreement pursuant to the Assumption Order includes the assumption of all of the the

Additional Agreements and authorizes and permits the implementation of all terms and conditions in the Airbus Agreement and the related Additional Agreements. However, out of an abundance of caution, the Debtors and Airbus are entering into this Stipulation to confirm the approval of the Additional Agreements, including the ability of American to enter into various agreements with Airbus and un-affiliated third parties regarding the leasing of the Leased Aircraft to American by such third parties.

9. American is hereby authorized to perform under, consummate, implement, and to take such actions as are necessary and applicable, to effectuate the transactions contemplated by the Airbus Agreement and the Additional Agreements, including, but not limited to, the delivery, purchase and leasing of the Aircraft with Airbus or any third parties.

Effectiveness of Stipulation

10. Nothing in this Stipulation shall be deemed to supercede the Assumption Order or require any of the Debtors to enter into any of the leasing transactions with third parties described above.

11. This Stipulation may be signed in counterpart originals, which, when fully executed, shall constitute a single original. Delivery of copies of each original by fax or electronic mail shall be as effective as delivery of an original.

12. The signatories to this Stipulation represent that they have been duly authorized by their clients to execute this Stipulation.

13. This Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

Dated: New York, New York
May 16, 2013

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*Special Aircraft Attorneys for
Debtors and Debtors in Possession*

SO ORDERED

Dated: New York, New York
_____, 2013

UNITED STATES BANKRUPTCY JUDGE