

FOR SETTLEMENT DISCUSSION PURPOSES ONLY.
SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND ALL STATE LAW
EQUIVALENTS

SUMMARY OF TERMS AND CONDITIONS

MASTER RESTRUCTURING TERM SHEET RELATING TO 21 ERJ135, 59 ERJ140 AND 118 ERJ145 AIRCRAFT

In connection with the bankruptcy proceedings that commenced on November 29, 2011 (the "Petition Date") concerning American Airlines, Inc. ("American") and certain of its affiliates (individually, a "Debtor", and collectively, the "Debtors") jointly administered under Case No. 11-15463 (SHL) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), American is seeking to restructure its existing mortgage financings with Agência Especial de Financiamento Industrial – FINAME ("FINAME", and together with Banco Nacional de Desenvolvimento Econômico e Social – BNDES ("BNDES"), the "Financing Parties") and The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely as security trustee (the "Security Trustee") in respect of 21 ERJ135, 59 ERJ140 and 118 ERJ145 aircraft (each, an "Aircraft" and, collectively, the "Aircraft"), which Aircraft are currently leased by American to American Eagle Airlines, Inc. ("Eagle"). The existing mortgage financings in respect of the Aircraft are currently guaranteed by AMR Corporation ("AMR", and together with American and Eagle, the "Debtor Parties"). This term sheet (this "Term Sheet") sets forth the terms and conditions with respect to (i) the restructuring of the existing mortgage financings relating to the Aircraft and (ii) the claims relating to the Aircraft and the Parked ERJ135 Aircraft (as defined below). Simultaneously with this Term Sheet, American and ECC Leasing Company Ltd. ("ECC Leasing") will enter into the Lease Term Sheet (as defined in Section 5(A) hereof) and the Financing Parties, Embraer S.A. ("Embraer"), ECC Leasing, and Embraer Netherlands BV ("EBV", and together with ECC Leasing and Embraer, the "Embraer Parties") will enter into the Embraer Term Sheet (as defined in Section 5(B) hereof).

1. Aircraft:

The Aircraft are comprised of the following four (4) groups:

- Twenty-one (21) ERJ135 aircraft, listed in Schedule I hereto (each, a "Remaining ERJ135 Aircraft" and collectively, the "Remaining ERJ135 Aircraft");
- Fifty-nine (59) ERJ140 aircraft, listed in Schedule II hereto (each, an "ERJ140 Aircraft" and collectively, the "ERJ140 Aircraft");

- Sixty-eight (68) ERJ145 aircraft, listed in Schedule III hereto (each, a “Newer ERJ145 Aircraft” and collectively, the “Newer ERJ145 Aircraft”); and
- Fifty (50) ERJ145 aircraft, listed in Schedule IV hereto (each, an “Original ERJ145 Aircraft”, and collectively, the “Original ERJ145 Aircraft”, and each ERJ140 Aircraft, Newer ERJ145 Aircraft and Original ERJ145 Aircraft, an “Owned Aircraft” and collectively, the “Owned Aircraft”).

In addition, reference is made herein to eighteen (18) ERJ135 aircraft, listed in Schedule V hereto (each, a “Parked ERJ135 Aircraft”, and collectively, the “Parked ERJ135 Aircraft”, and each Parked ERJ135 Aircraft and Remaining ERJ135 Aircraft, an “ECC Aircraft” and collectively, the “ECC Aircraft”), title and possession of which Parked ERJ135 Aircraft were transferred by American to The Bank of New York Mellon, as owner trustee under the Trust Agreement, dated as of June 21, 2012, between the Security Trustee and The Bank of New York Mellon (the “Parked ERJ135 Aircraft Trust Agreement”), in accordance with the terms of the Existing Stipulations (as defined below) and the Letter Agreement re: Parked ERJ135 Aircraft, dated March 6, 2012, among American, Eagle and the Financing Parties.

2. Existing Mortgage Financing Documents:

(A) A loan agreement with respect to each Aircraft among American, the Security Trustee and FINAME (each, as amended, supplemented or otherwise modified prior to the date hereof, an “Existing Loan Agreement”).

(B) An aircraft security agreement with respect to each Aircraft between American and the Security Trustee (each, as amended, supplemented or otherwise modified prior to the date hereof, an “Existing Security Agreement”).

With respect to each Aircraft, the Existing Loan Agreement relating to such Aircraft, the Existing Security Agreement relating to such Aircraft and the other “Borrower Loan

Documents” referred to in such Existing Loan Agreement and the Framework Agreement, dated as of August 10, 2011, by and among, *inter alia*, the Financing Parties, the Security Trustee and American (the “Framework Agreement”) shall constitute the “Existing Mortgage Financing Documents” relating to such Aircraft. Capitalized terms used herein without definition shall have the meanings specified therefor in the Existing Loan Agreements or the Existing Security Agreements, as applicable.

**3. Extension of 1110
Period:**

Reference is made to the Stipulation and Order Approving Section 1110(b) Extension for 216 ERJ Aircraft, filed with the Bankruptcy Court on January 26, 2012 (Docket No. 851) and approved by the Bankruptcy Court on February 14, 2012 (Docket No. 1200), the Supplement to Stipulation Regarding Section 1110(b) Extension for 216 ERJ Aircraft, filed with the Bankruptcy Court on February 2, 2012 (Docket No. 994) and approved by the Bankruptcy Court on February 21, 2012 (Docket No. 1270), the Second Stipulation and Order Approving Third Section 1110(b) Extension for 216 ERJ Aircraft, filed with the Bankruptcy Court on February 13, 2012 (Docket No. 1123) and approved by the Bankruptcy Court on February 27, 2012 (Docket No. 1412), the Third Stipulation and Order Approving Fourth Section 1110(b) Extension for ERJ Aircraft, filed with the Bankruptcy Court on May 31, 2012 (Docket No. 3050) and approved by the Bankruptcy Court on June 18, 2012 (Docket No. 3260), the Fourth Stipulation and Order Approving Fifth Section 1110(b) Extension for ERJ Aircraft, filed with the Bankruptcy Court on June 29, 2012 (Docket No. 3418) and approved by the Bankruptcy Court on July 12, 2012 (Docket No. 3507), the Fifth Stipulation and Order Approving Sixth Section 1110(b) Extension for ERJ Aircraft, filed with the Bankruptcy Court on August 1, 2012 (Docket No. 3798) and the Sixth Stipulation and Order Approving Seventh Section 1110(b) Extension for ERJ Aircraft, filed with the Bankruptcy Court on August 16, 2012 (Docket No. 4066) (collectively, the “Existing Stipulations”).

The approval of this Term Sheet by entry of the Approval Order (as defined below) after execution by the Financing Parties shall constitute the agreement of the Financing Parties and the Security Trustee to grant to American, with respect to each Aircraft, a further extension of the 60-day period specified in Section 1110(a) of title 11 of the United States Code (the “Bankruptcy Code”) through the effective date of any plan of reorganization (that is not a Non-Conforming Plan (as defined below)) in respect of American in its current Chapter 11 case and confirmed pursuant to Section 1129 of the Bankruptcy Code (such date, the “Plan Effective Date” and such extended period, the “Extension Period”); provided, however, that the Extension Period with respect to all Aircraft (other than any Remaining ERJ135 Aircraft that have been transferred to EBV) shall terminate and the automatic stay with respect to such Aircraft shall be lifted without the requirement of further notice to or order of the Bankruptcy Court, effective after (i) two (2) Business Days following the delivery of an enforcement notice (an “Enforcement Notice”) by the Security Trustee to American in accordance with the notice provisions of the Existing Loan Agreements (which delivery, whether or not made in error, shall not itself be subject to the provisions of sections 362 or 365 of the Bankruptcy Code) following the occurrence and continuation of a Termination Event (as defined in Section 23 below) described in clause (A), (D), (F), (G), (J), (K), (L) or (M) of Section 23 or (ii) ten (10) Business Days following the delivery of an Enforcement Notice following the occurrence and continuation of a Termination Event described in clause (B), (C), (E), (H) or (I) of Section 23, in each case unless such Termination Event has been cured prior to the expiration of the applicable notice period (the effective date of any such Enforcement Notice, the “Extension Period Termination Date”). The parties hereto shall cooperate with respect to any joint filing or joint stipulation to be filed with the Bankruptcy Court, including, without limitation, an 1110(b) stipulation (the “Seventh 1110(b) Stipulation”) to which this Term Sheet and the Lease Term Sheet shall be attached and become part, with respect to such Section 1110 extension.

American agrees (i) to submit this Term Sheet and the Lease Term Sheet for approval by the Bankruptcy Court not later than the fifth (5th) day following the day on which this Term Sheet has been executed by the last of the parties hereto to execute (the “Execution Date”) and (ii) to use good faith efforts to obtain the Bankruptcy Court’s approval of this Term Sheet and the Lease Term Sheet by a date no later than the date that is twenty-eight (28) days after the Execution Date. The parties hereto agree and acknowledge that American may submit this Term Sheet for review to the fleet subcommittee of the Unsecured Creditors’ Committee (it being understood that such subcommittee does not include Boeing Capital Corporation, who shall not be allowed to receive a copy of or review this Term Sheet); provided, however, that each party hereto agrees and acknowledges that the review of this Term Sheet by the fleet subcommittee of the Unsecured Creditors’ Committee is not a condition precedent to the submission, and shall not excuse the failure to submit or the untimely submission, of this Term Sheet by American to the Bankruptcy Court for approval. This Term Sheet is subject to approval by the Bankruptcy Court, provided, however, that, in the event that such approval of the Bankruptcy Court does not occur within twenty-eight (28) days after the Execution Date (or such later date as determined by the Financing Parties from time to time in their sole discretion), this Term Sheet shall be null and void and of no force or effect.

**4. Section 1110 and
Section 365:**

This Term Sheet shall not constitute an election or agreement within the meaning of Section 1110(a) of the Bankruptcy Code. Nothing herein constitutes an assumption by any Debtor of any contract or lease under Section 365(a) of the Bankruptcy Code and each Debtor reserves all of its rights to reject any contract or lease except as otherwise provided in this Term Sheet.

**5. Remaining ERJ135
Aircraft:**

(A) Following the date of entry of an order of the Bankruptcy Court (the “Approval Order”) approving the Seventh 1110(b) Stipulation to which this Term Sheet and the Lease Term Sheet will be attached and become a part (such date of entry, the “Bankruptcy Court Approval Date”), American and ECC Leasing will negotiate promptly and in good faith forms of lease documentation relating to the Remaining ERJ135 Aircraft. The terms of such lease documentation, including, but not limited to, rent, maintenance, inspection and insurance obligations, are described in a separate term sheet between ECC Leasing and American (the “Lease Term Sheet”) entered into simultaneously with this Term Sheet. Such lease documentation with respect to a Remaining ERJ135 Aircraft shall be comprised of a trust agreement (the “Trust Agreement”), a lease guaranty as provided in the Lease Term Sheet, a participation agreement and a sublease agreement (the “Embraer Lease”, and such documents with respect to a Remaining ERJ135 Aircraft are collectively referred to herein as the “New Operative Documents”).

With respect to each Remaining ERJ135 Aircraft, as soon as reasonably practicable after forms of the New Operative Documents have been agreed between American, ECC Leasing and the Owner Trustee (as defined below) (but in no event later than the earlier of (i) the Plan Effective Date or (ii) December 31, 2012 or such later date as FINAME may designate in its reasonable discretion after consultation with American and ECC Leasing) and subject to the satisfaction or waiver of the conditions precedent set forth in the Lease Term Sheet, EBV shall purchase such Remaining ERJ135 Aircraft, and American shall transfer title to such Remaining ERJ135 Aircraft to EBV, pursuant to a warranty (as to title) bill of sale, free and clear of all Liens other than “Permitted Liens” as provided for in the New Operative Documents relating to such Remaining ERJ135 Aircraft (it being understood that the definition of “Permitted Liens” under such New Operative Documents shall be based on the definition of “Permitted Liens” in the Existing Mortgage Financing Documents relating to such Remaining ERJ135 Aircraft), for an amount equal to the

fair market value (the "Purchase Price") of such Remaining ERJ135 Aircraft as set forth on Schedule I.

(B) Simultaneously with the purchase of each Remaining ERJ135 Aircraft by EBV:

1. Pursuant to the terms set forth in a separate term sheet by and among EIF, the Embraer Parties and the Financing Parties (the "Embraer Term Sheet"), EBV shall issue a promissory note to FINAME (the "EBV Note") in an amount equal to the Purchase Price of such Remaining ERJ135 Aircraft as set forth on Schedule I.
2. The Security Trustee shall terminate the Existing Security Agreement in respect of such Remaining ERJ135 Aircraft and release all liens and security interests thereunder;
3. In consideration of American's transfer of title to such Remaining ERJ135 Aircraft to EBV, American's obligations in respect of the original existing mortgage loan (the "Original ERJ135 Loan") relating to such Remaining ERJ135 Aircraft shall be reduced by an amount equal to the Purchase Price of such Remaining ERJ135 Aircraft as set forth on Schedule I;
4. EBV shall lease such Remaining ERJ135 Aircraft to Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as owner trustee (the "Owner Trustee"), pursuant to the terms of a full payout finance lease agreement (the "Finance Lease") relating to such Remaining ERJ135 Aircraft, which, for the avoidance of doubt, shall be in a form as approved by the internal counsel to the Federal Aviation Administration (the "FAA") to enable ECC Leasing to cause such Remaining ERJ135 Aircraft to be registered at the FAA by the Owner Trustee in the name of the Owner Trustee; and

5. ECC Leasing, as owner participant (the “Owner Participant”), having previously entered into the Trust Agreement with the Owner Trustee with respect to such Remaining ERJ135 Aircraft, shall direct the Owner Trustee to enter into the Embraer Lease and the other New Operative Documents with respect to such Remaining ERJ135 Aircraft with American (for the avoidance of doubt, each Embraer Lease with respect to a Remaining ERJ135 Aircraft shall be a separate sublease), pursuant to which the Owner Trustee shall sublease such Remaining ERJ135 Aircraft to American, and American shall sub-sublease such Remaining ERJ135 Aircraft to Eagle. The date such Embraer Lease is entered into by the Owner Trustee and American shall be referred to herein as the “Lease Effective Date”.

(C) Following the Bankruptcy Court Approval Date, American will make, with respect to each Remaining ERJ135 Aircraft that has not been transferred to EBV, the following payments during the Extension Period:

1. (a) On each Payment Date (as defined in the Existing Mortgage Financing Documents) commencing with the Payment Date that is March 1, 2013 and ending with the last Payment Date that occurs on or prior to the date that is the earlier of (i) the Lease Effective Date with respect to such Remaining ERJ135 Aircraft and (ii) the last day of the Extension Period, American will make a payment in respect of principal and interest of \$240,000 to the Security Trustee, for the account of FINAME (each such payment, a “Remaining ERJ135 Debt Service Payment”) for such Remaining ERJ135 Aircraft, which payment shall be applied in the manner set forth in clause (C)(3) below; provided that if any Payment Date is not a Business Day, such Payment Date shall be deemed to be the next succeeding Business Day and the corresponding payment shall be made on such Business Day without additional interest and (b) on the Lease Effective Date, if any, with respect to such Remaining ERJ135

Aircraft, American shall make a payment in respect of principal and interest in an amount equal to the amount then available for payment to FINAME in the Debt Service Security Account (as defined below) in respect of such Remaining ERJ135 Aircraft to the Security Trustee, for the account of FINAME (such amount, the "Lease Effective Date Payment") for such Remaining ERJ135 Aircraft. For the avoidance of doubt, the parties hereto acknowledge and agree that on each Payment Date and, if applicable, the relevant Lease Effective Date (x) all amounts then available for payment to FINAME in the Debt Service Security Account (as defined below) in respect of such Remaining ERJ135 Aircraft shall be credited to reduce the Remaining ERJ135 Debt Service Payment due on such Payment Date with respect to such Remaining ERJ135 Aircraft in accordance with clause (C)(3) below or the Lease Effective Date Payment due on the Lease Effective Date with respect to such Remaining ERJ135 Aircraft in accordance with clause (C)(4) below, as applicable, and (y) for the avoidance of doubt, after crediting the amounts then available for payment to FINAME in the Debt Service Security Account in respect of such Remaining ERJ135 Aircraft in accordance with clause (x), American shall be obligated to make a further payment for the use and operation of such Remaining ERJ135 Aircraft on such Payment Date or Lease Effective Date, as the case may be, in respect of such Remaining ERJ135 Aircraft only in an amount equal to the balance of such Remaining ERJ135 Debt Service Payment, if any, or Lease Effective Date Payment, if any, as the case may be.

2. On each Remaining ERJ135 Aircraft Security Deposit Payment Date (as defined below), American will make a security deposit payment of \$40,000 to the Security Trustee in respect of such Remaining ERJ135 Aircraft. The Security Trustee shall retain all such security deposit payments and the security deposit payment made pursuant to the next paragraph (and all amounts with respect to such Remaining

ERJ135 Aircraft paid to the Security Trustee pursuant to clause (b) of the “Payments” section of the Interim Proposal) in a non-interest bearing account of the Security Trustee (the “Debt Service Security Account”) until applied in accordance herewith, and American hereby grants to the Security Trustee (for the benefit of the Financing Parties) a security interest in all such amounts paid to the Security Trustee in respect of such Remaining ERJ135 Aircraft to secure American’s obligations under the Existing Mortgage Financing Documents and hereunder with respect to such Remaining ERJ135 Aircraft. The “Remaining ERJ135 Aircraft Security Deposit Payment Dates” with respect to a Remaining ERJ135 Aircraft shall mean the last Business Day of the calendar months of January, March, April, May, June, July, September, October, November and December (each such Business Day, a “Month-End Business Day”), commencing with the first Month-End Business Day that occurs after the Bankruptcy Court Approval Date and ending with the last Month-End Business Day that occurs on or prior to the date that is the earlier of (i) the Lease Effective Date with respect to the relevant Remaining ERJ135 Aircraft and (ii) the last day of the Extension Period. The Security Trustee hereby agrees that it shall only withdraw amounts from the Debt Service Security Account as provided in this Section 5 and Sections 7, 8 and 9.

On the Lease Effective Date, if any, with respect to such Remaining ERJ135 Aircraft, American will make a security deposit payment to the Security Trustee, for the account of FINAME, with respect to such Remaining ERJ135 Aircraft equal to the prorated portion of \$40,000 calculated on the basis of (x) the number of days between the immediately preceding Remaining ERJ135 Aircraft Security Deposit Payment Date or immediately preceding Payment Date, whichever is more recent, and such Lease Effective Date divided by (y) 30 days. For the avoidance of doubt, upon the occurrence of such Lease Effective Date, American shall have no further

obligations to make any security deposit payments into the Debt Service Security Account in respect of such Remaining ERJ135 Aircraft except as provided for in the immediately preceding sentence.

3. On each Payment Date described in clause (C)(1), all amounts then available for payment to FINAME in the Debt Service Security Account with respect to such Remaining ERJ135 Aircraft shall be automatically withdrawn and credited towards the corresponding Remaining ERJ135 Debt Service Payment for such Remaining ERJ135 Aircraft and applied in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft (only to the extent American has been deemed to have received from the Security Trustee or FINAME (in accordance with the notice provisions under the Existing Loan Agreements) at least thirty (30) days prior to such Payment Date an invoice of amounts due and payable pursuant to such clause and such amounts remain unpaid as of such Payment Date) and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft (and the amount of such Remaining ERJ135 Debt Service Payment owed by American after the application of the security deposit payments pursuant to this clause (C)(3) shall be automatically reduced by the amount so credited effective as of such Payment Date).
4. On the Lease Effective Date, if any, with respect to the relevant Remaining ERJ135 Aircraft, all amounts then available for payment to FINAME in the Debt Service Security Account with respect to such Remaining ERJ135 Aircraft shall be automatically withdrawn and credited towards the Lease Effective Date Payment for such Remaining ERJ135 Aircraft and applied in the following order of priority: first, to payments required pursuant to clause “first” under

Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft, and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft (and the amount of such Lease Effective Date Payment owed by American after the application of the security deposit payments pursuant to this clause (C)(4) shall be automatically reduced by the amount so credited effective as of such Lease Effective Date).

5. If the Lease Effective Date with respect to such Remaining ERJ135 Aircraft has not occurred, upon the occurrence of the Extension Period Termination Date, if any, the Security Trustee shall withdraw and apply all amounts held in the Debt Service Security Account in respect of such Remaining ERJ135 Aircraft in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Remaining ERJ135 Aircraft.
6. With respect to each Remaining ERJ135 Aircraft, subject to American’s payment obligations, if any, under Sections 17 and 18, the payments made by American pursuant to this Section 5(C), together with the amounts paid to the Security Trustee pursuant to the Existing Stipulations, in each case with respect to such Remaining ERJ135 Aircraft, shall be in full satisfaction of all administrative expense claims for the use and operation of such Remaining ERJ135 Aircraft for the period from and after the Petition Date until the date that is the earlier of the Lease Effective Date or the last day of the Extension Period. Notwithstanding anything in the Bankruptcy Code to the contrary, including the provisions of Sections 363(e) and 365(d) of the Bankruptcy Code (to the extent applicable), the Debtor Parties shall not be

obligated to make, and neither the Financing Parties nor the Security Trustee shall seek, any other payments for the use and operation of the Remaining ERJ135 Aircraft under any Existing Mortgage Financing Document or with respect to any Remaining ERJ135 Aircraft during the Extension Period; for the avoidance of doubt, this clause (C)(6) shall not preclude the Security Trustee or the Financing Parties from seeking payment under Section 26 hereof or in respect of any other claims (other than those claims directly related to the use and operation of the Remaining ERJ135 Aircraft).

(D) Each Embraer Lease shall provide for the payment of basic rent by American to the Owner Trustee commencing on the applicable Lease Effective Date. ECC Leasing shall direct the Owner Trustee to deposit and maintain any payments of basic rent made by American (each a "Rent Payment") and collectively, with each other Rent Payment, the "Rent Payments") in a separate account of the Owner Trustee for the benefit of ECC Leasing (the "Rent Account"), which account shall contain no funds other than the Rent Payments and earnings thereon.

(E) With respect to each Remaining ERJ135 Aircraft that has been transferred to EBV, EBV shall pay the scheduled debt service payment under the related EBV Note (each, a "Remaining ERJ135 EBV Note Payment") in accordance with the terms of the Embraer Term Sheet.

(G) For the avoidance of doubt, none of the Debtors shall have any obligation with respect to any EBV Note or any Finance Lease.

(H) At a time selected by American prior to the purchase of each Remaining ERJ135 Aircraft by EBV, American may elect to substitute the engines then subject to the Existing Mortgage Financing Documents with respect to such Remaining ERJ135 Aircraft with the engines then installed on the airframe constituting part of such Remaining ERJ135 Aircraft, such that the Aircraft that is purchased by EBV is comprised of such airframe and the engines then installed on such airframe. With respect to any such substitution of engines, any requirements relating to value and utility or the absence of any Event of Default set forth in the Existing Mortgage Financing Documents for any Aircraft for substitution of engines shall not be applicable, and American, the Financing Parties and the Security Trustee shall cooperate in good faith to enter into transfer documents, security agreement supplements and terminations, in each case as may be necessary to make of record with the FAA and the International Registry such substitutions of engines.

**6. Parked ERJ135
Aircraft:**

(A) With respect to each Parked ERJ135 Aircraft, as soon as reasonably possible after the Bankruptcy Court Approval Date, EBV shall purchase such Parked ERJ135 Aircraft, and the Security Trustee shall cause The Bank of New York Mellon, as owner trustee under the Parked ERJ135 Aircraft Trust Agreement, to transfer title to such Parked ERJ135 Aircraft as received by The Bank of New York Mellon, as owner trustee, from American to EBV, pursuant to a warranty (as to title) bill of sale, free and clear of all Liens arising through the Security Trustee including but not

limited to Liens which may be claimed by the Financing Parties through the Security Trustee, for an amount equal to the Purchase Price of such Parked ERJ135 Aircraft as set forth on Schedule V. Embraer shall use commercially reasonable efforts to cause EBV to purchase the Parked ERJ135 Aircraft by a date no later than October 31, 2012 or such later date as FINAME may designate in its reasonable discretion after consultation with EBV.

(B) Simultaneously with the purchase of each Parked ERJ135 Aircraft by EBV:

1. Pursuant to the terms set forth in the Embraer Term Sheet, EBV shall issue an EBV Note to FINAME in an amount equal to the Purchase Price of such Parked ERJ135 Aircraft as set forth on Schedule V.
2. American's obligations in respect of the original existing mortgage loan relating to such Parked ERJ135 Aircraft shall be reduced by an amount equal to the Purchase Price of such Parked ERJ135 Aircraft as set forth on Schedule V; and
3. EBV shall lease such Parked ERJ135 Aircraft to the Owner Trustee pursuant to the terms of the relevant Finance Lease relating to such Parked ERJ135 Aircraft, which, for the avoidance of doubt, shall be in a form as approved by the internal counsel to the FAA to enable ECC Leasing to cause such Parked ERJ135 Aircraft to be registered at the FAA in the name of the Owner Trustee.

(D) For the avoidance of doubt, none of the Debtors shall have any obligation with respect to any EBV Note or any Finance Lease.

**7. Restructuring of the
Original ERJ145
Aircraft Mortgage
Loans:**

(A) Following the Bankruptcy Court Approval Date, American will make, with respect to each Original ERJ145 Aircraft, the following payments during the Extension Period:

1. On each Payment Date commencing with the Payment Date that is March 1, 2013 and ending with the last Payment Date that occurs on or prior to the last day of the Extension Period, American will make a payment in respect of principal and interest in an amount equal to the scheduled installment of principal and interest with respect to such Payment Date set forth in Schedule I to the Existing Loan Agreement relating to such Original ERJ145 Aircraft to the Security Trustee, for the account of FINAME (each such payment amount, an "Original ERJ145 Debt Service Payment") for such Original ERJ145 Aircraft, which payment shall be applied in the manner set forth in clause (A)(3) below; provided that if any Payment Date is not a Business Day, such Payment Date shall be deemed to be the next succeeding Business Day and the corresponding payment shall be made on such Business Day without additional interest. For the avoidance of doubt, the parties hereto acknowledge and agree that on each Payment Date (x) all amounts then available for payment to FINAME in the Debt Service Security Account in respect of such Original ERJ145 Aircraft shall be credited to reduce the Original ERJ145 Debt Service Payment due on such Payment Date with respect to such Original ERJ145 Aircraft in accordance with clause (A)(3) below, and (y) for the avoidance of doubt, after crediting the amounts then available for payment to FINAME in the Debt Service Security Account in respect of such Original ERJ145 Aircraft in accordance with clause (x), American shall be obligated to make a further payment for the use and operation of such Original ERJ145 Aircraft on such

Payment Date in respect of such Original ERJ145 Aircraft only in an amount equal to the balance of such Original ERJ145 Debt Service Payment, if any.

2. On each Security Deposit Payment Date (as defined below), American will make a security deposit payment to the Security Trustee in an amount equal to 1/6th of the immediately succeeding Original ERJ145 Debt Service Payment for such Original ERJ145 Aircraft. The Security Trustee shall retain all such security deposit payments (and all amounts with respect to such Original ERJ145 Aircraft paid to the Security Trustee pursuant to clause (b) of the "Payments" section of the Interim Proposal) in the Debt Service Security Account until applied in accordance herewith, and American hereby grants to the Security Trustee (for the benefit of the Financing Parties), a security interest in all such amounts paid to the Security Trustee in respect of such Original ERJ145 Aircraft to secure American's obligations under the Existing Mortgage Financing Documents and hereunder with respect to such Original ERJ145 Aircraft. The "Security Deposit Payment Dates" shall mean each Month-End Business Day, commencing with the first Month-End Business Day that occurs after the Bankruptcy Court Approval Date and ending with the last Month-End Business Day that occurs on or prior to the last day of the Extension Period.
3. On each Payment Date described in clause (A)(1), all amounts then available for payment to FINAME in the Debt Service Security Account with respect to such Original ERJ145 Aircraft shall be automatically withdrawn and credited towards the corresponding Original ERJ145 Debt Service Payment for such Original ERJ145 Aircraft and applied in the following order of priority: first, to payments required pursuant to clause "first" under Section 4.1 of the Existing Security Agreement relating to such Original ERJ145 Aircraft (only to the extent American has been deemed to have received from the Security Trustee or FINAME (in accordance with the notice provisions

under the Existing Loan Agreements) at least thirty (30) days prior to such Payment Date an invoice of amounts due and payable pursuant to such clause and such amounts remain unpaid as of such Payment Date) and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Original ERJ145 Aircraft (and the amount of such Original ERJ145 Debt Service Payment owed by American after the application of the security deposit payments pursuant to this clause (A)(3) shall be automatically reduced by the amount so credited effective as of such Payment Date).

4. Upon the occurrence of the Extension Period Termination Date, if any, the Security Trustee shall withdraw and apply all amounts held in the Debt Service Security Account in respect of such Original ERJ145 Aircraft in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such Original ERJ145 Aircraft and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Original ERJ145 Aircraft.
5. With respect to each Original ERJ145 Aircraft, subject to American’s payment obligations, if any, under Sections 17 and 18, the payments made by American pursuant to this Section 7(A), together with the amounts paid to the Security Trustee pursuant to the Existing Stipulations, in each case with respect to such Original ERJ145 Aircraft, shall be in full satisfaction of all administrative expense claims for the use and operation of such Original ERJ145 Aircraft for the period from and after the Petition Date until the date that is the last day of the Extension Period. Notwithstanding anything in the Bankruptcy Code to the contrary, including the provisions of Sections 363(e) and 365(d) of the Bankruptcy Code (to the extent applicable), the Debtor Parties shall not be obligated to make, and neither the Financing

Parties nor the Security Trustee shall seek from the Debtor Parties, any other payments for the use and operation of the Original ERJ145 Aircraft under any Existing Mortgage Financing Document or with respect to any Original ERJ145 Aircraft during the Extension Period; for the avoidance of doubt, this clause (A)(5) shall not preclude the Security Trustee or the Financing Parties from seeking payment under Section 26 hereof or in respect of any other claims (other than those claims directly related to the use and operation of the Original ERJ145 Aircraft).

(B) Upon the occurrence of the Amendment Effective Date with respect to each Original ERJ145 Aircraft:

1. The parties hereto, as applicable, shall amend the Existing Mortgage Financing Documents relating to such Original ERJ145 Aircraft as follows:
 - (a) Section 7.10 of the Existing Loan Agreement shall be amended to replace the words “Section 10 of the Framework Agreement (including Annex C thereto)” with the words “the Inspection Letter Agreement, dated as of the Bankruptcy Court Approval Date (as defined in Section 5 of the Term Sheet), by and among the Borrower, Eagle, the Lender and the Security Trustee”.
 - (b) The Existing Loan Agreement and the Existing Security Agreement shall be amended to change the definition of “Specified Loan Agreement” to mean each Existing Loan Agreement, as amended, supplemented and otherwise modified from time to time, relating to an Original ERJ145 Aircraft, a Newer ERJ145 Aircraft or an ERJ140 Aircraft.
 - (c) The Existing Loan Agreement shall be amended to add to the indemnity provisions an exclusion providing that American shall have no obligation to indemnify for any loss, cost, expense, liability, tax, damage or claim of any kind attributable to or

arising out of the current Chapter 11 case of the Debtors or any breach, termination, rejection or modification of, or any exercise or purported exercise of remedies under, any such Existing Mortgage Financing Document, including, without limitation, the claims addressed pursuant to this Section 7, Section 19 and Section 26 or waived under Section 30.

For the avoidance of doubt, other than as expressly set forth in this Term Sheet, the Existing Loan Agreement and other Existing Mortgage Financing Documents with respect to such Original ERJ145 Aircraft (including, without limitation, Schedule I to the Existing Loan Agreement, the interest rate, the payment dates and the maturity date) and the covenants thereunder of the parties thereto, shall remain as-is.

2. On each Payment Date following the Amendment Effective Date, American shall make scheduled debt service payments in the amounts and in accordance with the terms of the Existing Loan Agreement with respect to such Original ERJ145 Aircraft, as amended by the related Original ERJ145 Loan Agreement Amendment (it being understood that all amounts available for payment to FINAME in the Debt Service Security Account in respect of such Original ERJ145 Aircraft shall be automatically withdrawn and credited towards the scheduled debt service payment due and payable on the first Payment Date occurring after such Amendment Effective Date). For the avoidance of doubt, upon the occurrence of such Amendment Effective Date, American shall have no further obligations to make any security deposit payments into the Debt Service Security Account in respect of such Original ERJ145 Aircraft.

**8. Restructuring of the
ERJ140 Aircraft
Mortgage Loans:**

(A) Following the Bankruptcy Court Approval Date, American will make, with respect to each ERJ140 Aircraft, the following payments during the Extension Period:

1. On each Payment Date commencing with the Payment Date that is March 1, 2013 and ending with the last Payment Date that occurs on or prior to the last day of the Extension Period, American will make a payment in respect of principal and interest in an amount equal to the scheduled installment of principal and interest with respect to such Payment Date set forth in Schedule I to the Existing Loan Agreement relating to such ERJ140 Aircraft, as reduced by 49%, to the Security Trustee, for the account of FINAME (each such reduced payment amount, an “ERJ140 Debt Service Payment”) for such ERJ140 Aircraft, which payment shall be applied in the manner set forth in clause (A)(3) below; provided that if any Payment Date is not a Business Day, such Payment Date shall be deemed to be the next succeeding Business Day and the corresponding payment shall be made on such Business Day without additional interest. Schedule VI hereto sets forth the agreed calculation of the ERJ140 Debt Service Payment with respect to each ERJ140 Aircraft for each Payment Date commencing with March 1, 2013; provided that the parties hereto acknowledge and agree that, for the avoidance of doubt, the ERJ140 Debt Service Payments made pursuant to this Section 8(A)(1) constitute partial payments with respect to the Existing Loan Agreement for such ERJ140 Aircraft (which such partial payments shall be applied, without regard to the headings set forth in Schedule VI, against the scheduled installment of principal and interest with respect to the relevant Payment Date set forth in Schedule I to the relevant Existing Loan Agreement), and as provided in Sections 8(B)(1)(a) and (b), the Existing Mortgage Financing Documents and the Loan with respect to such ERJ140 Aircraft shall not be amended until the occurrence of the Amendment Effective Date. For the avoidance of doubt, the parties hereto acknowledge and agree that

on each such Payment Date (x) all amounts then available for payment to FINAME in the Debt Service Security Account in respect of such ERJ140 Aircraft shall be credited to reduce the ERJ140 Debt Service Payment due on such Payment Date with respect to such ERJ140 Aircraft in accordance with clause (A)(3) below, and (y) for the avoidance of doubt, after crediting the amounts then available for payment to FINAME in the Debt Service Security Account in respect of such ERJ140 Aircraft in accordance with clause (x), American shall be obligated to make a further payment for the use and operation of such ERJ140 Aircraft on such Payment Date in respect of such ERJ140 Aircraft only in an amount equal to the balance of such ERJ140 Debt Service Payment, if any.

2. On each Security Deposit Payment Date, American will make a security deposit payment to the Security Trustee in an amount equal to 1/6th of the immediately succeeding ERJ140 Debt Service Payment for such ERJ140 Aircraft. The Security Trustee shall retain all such security deposit payments (and all amounts with respect to such ERJ140 Aircraft paid to the Security Trustee pursuant to clause (b) of the "Payments" section of the Interim Proposal) in the Debt Service Security Account until applied in accordance herewith, and American hereby grants to the Security Trustee (for the benefit of the Financing Parties), a security interest in all such amounts paid to the Security Trustee in respect of such ERJ140 Aircraft to secure American's obligations under the Existing Mortgage Financing Documents and hereunder with respect to such ERJ140 Aircraft.
3. On each Payment Date described in clause (A)(1), all amounts then available for payment to FINAME in the Debt Service Security Account with respect to such ERJ140 Aircraft shall be automatically withdrawn and credited towards the corresponding ERJ140 Debt Service Payment for such ERJ140 Aircraft and applied in the following order of priority:

first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such ERJ140 Aircraft (only to the extent American has been deemed to have received from the Security Trustee or FINAME (in accordance with the notice provisions under the Existing Loan Agreements) at least thirty (30) days prior to such Payment Date an invoice of amounts due and payable pursuant to such clause and such amounts remain unpaid as of such Payment Date) and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such ERJ140 Aircraft (and the amount of such ERJ140 Debt Service Payment owed by American after the application of the security deposit payments pursuant to this clause (A)(3) shall be automatically reduced by the amount so credited effective as of such Payment Date).

4. Upon the occurrence of the Extension Period Termination Date, if any, the Security Trustee shall withdraw and apply all amounts held in the Debt Service Security Account in respect of such ERJ140 Aircraft in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such ERJ140 Aircraft and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such ERJ140 Aircraft.
5. With respect to each ERJ140 Aircraft, subject to American’s payment obligations, if any, under Sections 17 and 18, the payments made by American pursuant to this Section 8(A), together with the amounts paid to the Security Trustee pursuant to the Existing Stipulations, in each case with respect to such ERJ140 Aircraft, shall be in full satisfaction of all administrative expense claims for the use and operation of such ERJ140 Aircraft for the period from and after the Petition Date until the date that is the last day of the Extension Period. Notwithstanding

anything in the Bankruptcy Code to the contrary, including the provisions of Sections 363(e) and 365(d) of the Bankruptcy Code (to the extent applicable), the Debtor Parties shall not be obligated to make, and neither the Financing Parties nor the Security Trustee shall seek from the Debtor Parties, any other payments for the use and operation of the ERJ140 Aircraft under any Existing Mortgage Financing Document or with respect to any ERJ140 Aircraft during the Extension Period; for the avoidance of doubt, this clause (A)(5) shall not preclude the Security Trustee or the Financing Parties from seeking payment under Section 26 hereof or in respect of any other claims (other than those claims directly related to the use and operation of the ERJ140 Aircraft).

(B) Upon the occurrence of the Amendment Effective Date with respect to each ERJ140 Aircraft:

1. The parties hereto, as applicable, shall amend the Existing Mortgage Financing Documents relating to such ERJ140 Aircraft as follows:
 - (a) The Existing Loan Agreement and the Note shall be amended (each amendment with respect to an Existing Loan Agreement, an “ERJ140 Loan Agreement Amendment”) to reduce the principal amount of loan outstanding to an amount equal to (x) the principal amount with respect to such ERJ140 Aircraft set forth in Column B of Schedule VII attached hereto minus (y) the portion attributable to principal (determined on the basis that the outstanding principal as of March 1, 2012 with respect to such ERJ140 Aircraft had been the applicable amount set forth in Column B of Schedule VII attached hereto) of (i) each ERJ140 Debt Service Payment made with respect to such ERJ140 Aircraft pursuant to Section 8(A) of this Term Sheet and (ii) the amounts credited towards the September 1, 2012 Debt Service Payment (as defined in the Interim

Proposal) for such ERJ140 Aircraft pursuant to clause (b) of the "Payment" section of the Interim Proposal.

- (b) The Existing Loan Agreement shall be amended to replace Schedule I to the Existing Loan Agreement with the schedule in Schedule VI relating to such ERJ140 Aircraft.
- (c) Section 7.10 of the Existing Loan Agreement shall be amended to replace the words "Section 10 of the Framework Agreement (including Annex C thereto)" with the words "the Inspection Letter Agreement, dated as of the Bankruptcy Court Approval Date (as defined in Section 5 of the Term Sheet), by and among the Borrower, Eagle, the Lender and the Security Trustee".
- (d) The Existing Loan Agreement and the Existing Security Agreement shall be amended to change the definition of "Specified Loan Agreement" to mean each Existing Loan Agreement, as amended, supplemented and otherwise modified from time to time, relating to an Original ERJ145 Aircraft, a Newer ERJ145 Aircraft or an ERJ140 Aircraft.
- (e) The Existing Loan Agreement shall be amended to add to the indemnity provisions an exclusion providing that American shall have no obligation to indemnify for any loss, cost, expense, liability, tax, damage or claim of any kind attributable to or arising out of the current Chapter 11 case of the Debtors or any breach, termination, rejection or modification of, or any exercise or purported exercise of remedies under, any such Existing Mortgage Financing Document, including, without limitation, the claims addressed pursuant to this Section 8, Section 19 and Section 26 or waived under Section 30.

- (f) The Existing Security Agreement and the Existing Loan Agreement shall be amended as necessary to implement the cross-collateralization described in Section 11.

For the avoidance of doubt, other than as expressly set forth in this Term Sheet, the Existing Loan Agreement and other Existing Mortgage Financing Documents with respect to such ERJ140 Aircraft (including, without limitation, the interest rate, the payment dates and the maturity date) and the covenants thereunder of the parties thereto, shall remain as-is.

2. On each Payment Date following the Amendment Effective Date, American shall make scheduled debt service payments in the amounts and in accordance with the terms of the Existing Loan Agreement with respect to such ERJ140 Aircraft, as amended by the related ERJ140 Loan Agreement Amendment (it being understood that all amounts available for payment to FINAME in the Debt Service Security Account in respect of such ERJ140 Aircraft shall be automatically withdrawn and credited towards the scheduled debt service payment due and payable on the first Payment Date occurring after such Amendment Effective Date). For the avoidance of doubt, upon the occurrence of such Amendment Effective Date, American shall have no further obligations to make any security deposit payments into the Debt Service Security Account in respect of such ERJ140 Aircraft.

**9. Restructuring of the
Newer ERJ145 Aircraft
Mortgage Loans:**

(A) Following the Bankruptcy Court Approval Date, American will make, with respect to each Newer ERJ145 Aircraft, the following payments during the Extension Period:

1. On each Payment Date commencing with the Payment Date that is March 1, 2013 and ending with the last Payment Date that occurs on or prior to the last day of the Extension Period, American will make a payment in respect of principal and interest in an amount equal to the scheduled installment of principal and interest with respect to such Payment Date set forth in Schedule I to the Existing Loan Agreement relating to such Newer ERJ145 Aircraft, as reduced by 34%, to the Security Trustee, for the account of FINAME (each such reduced payment amount, a “Newer ERJ145 Debt Service Payment” and together with each Original ERJ145 Debt Service Payment, each ERJ140 Debt Service Payment and each Remaining ERJ135 Debt Service Payment, a “Debt Service Payment”) for such Newer ERJ145 Aircraft, which payment shall be applied in the manner set forth in clause (A)(3) below; provided that if any Payment Date is not a Business Day, such Payment Date shall be deemed to be the next succeeding Business Day and the corresponding payment shall be made on such Business Day without additional interest. Schedule VI hereto sets forth the agreed calculation of the Newer ERJ145 Debt Service Payment with respect to each Newer ERJ145 Aircraft for each Payment Date commencing with March 1, 2013; provided that the parties hereto acknowledge and agree that, for the avoidance of doubt, the Newer ERJ145 Debt Service Payments made pursuant to this Section 9(A)(1) constitute partial payments with respect to the Existing Loan Agreement for such Newer ERJ145 Aircraft (which such partial payments shall be applied, without regard to the headings set forth in Schedule VI, against the scheduled installment of principal and interest with respect to the relevant Payment Date set forth in Schedule I to the relevant Existing Loan Agreement), and as provided in Sections 9(B)(1)(a) and (b), the Existing Mortgage Financing Documents and the Loan with respect to such Newer ERJ145 Aircraft shall not be amended until the occurrence of the Amendment Effective Date. For the avoidance of doubt, the

parties hereto acknowledge and agree that on each Payment Date (x) all amounts then available for payment to FINAME in the Debt Service Security Account in respect of such Newer ERJ145 Aircraft shall be credited to reduce the Newer ERJ145 Debt Service Payment due on such Payment Date with respect to such Newer ERJ145 Aircraft in accordance with clause (A)(3) below, and (y) for the avoidance of doubt, after crediting the amounts then available for payment to FINAME in the Debt Service Security Account in respect of such Newer ERJ145 Aircraft in accordance with clause (x), American shall be obligated to make a further payment for the use and operation of such Newer ERJ145 Aircraft on such Payment Date in respect of such Newer ERJ145 Aircraft only in an amount equal to the balance of such Newer ERJ145 Debt Service Payment, if any.

2. On each Security Deposit Payment Date, American will make a security deposit payment to the Security Trustee in an amount equal to 1/6th of the immediately succeeding Newer ERJ145 Debt Service Payment for such Newer ERJ145 Aircraft. The Security Trustee shall retain all such security deposit payments (and all amounts with respect to such Newer ERJ145 Aircraft paid to the Security Trustee pursuant to clause (b) of the "Payments" section of the Interim Proposal) in the Debt Service Security Account until applied in accordance herewith, and American hereby grants to the Security Trustee (for the benefit of the Financing Parties), a security interest in all such amounts paid to the Security Trustee in respect of such Newer ERJ145 Aircraft to secure American's obligations under the Existing Mortgage Financing Documents and hereunder with respect to such Newer ERJ145 Aircraft.
3. On each Payment Date described in clause (A)(1), all amounts then available for payment to FINAME in the Debt Service Security Account with respect to such Newer ERJ145 Aircraft shall be automatically withdrawn and credited towards the corresponding

Newer ERJ145 Debt Service Payment for such Newer ERJ145 Aircraft and applied in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such Newer ERJ145 Aircraft (only to the extent American has been deemed to have received from the Security Trustee or FINAME (in accordance with the notice provisions under the Existing Loan Agreements) at least thirty (30) days prior to such Payment Date an invoice of amounts due and payable pursuant to such clause and such amounts remain unpaid as of such Payment Date) and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Newer ERJ145 Aircraft (and the amount of such Newer ERJ145 Debt Service Payment owed by American after the application of the security deposit payments pursuant to this clause (A)(3) shall be automatically reduced by the amount so credited effective as of such Payment Date).

4. Upon the occurrence of the Extension Period Termination Date, if any, the Security Trustee shall withdraw and apply all amounts held in the Debt Service Security Account in respect of such Newer ERJ145 Aircraft in the following order of priority: first, to payments required pursuant to clause “first” under Section 4.1 of the Existing Security Agreement relating to such Newer ERJ145 Aircraft and second, to payments required pursuant to clause “fourth” under Section 4.1 of the Existing Security Agreement relating to such Newer ERJ145 Aircraft.
5. With respect to each Newer ERJ145 Aircraft, subject to American’s payment obligations, if any, under Sections 17 and 18, the payments made by American pursuant to this Section 9(A), together with the amounts paid to the Security Trustee pursuant to the Existing Stipulations, in each case with respect to such Newer ERJ145 Aircraft, shall be in full satisfaction of all administrative expense claims for the use and operation of such Newer ERJ145 Aircraft

for the period from and after the Petition Date until the date that is the last day of the Extension Period. Notwithstanding anything in the Bankruptcy Code to the contrary, including the provisions of Sections 363(e) and 365(d) of the Bankruptcy Code (to the extent applicable), the Debtor Parties shall not be obligated to make, and neither the Financing Parties nor the Security Trustee shall seek from the Debtor Parties, any other payments for the use and operation of the Newer ERJ145 Aircraft under any Existing Mortgage Financing Document or with respect to any Newer ERJ145 Aircraft during the Extension Period; for the avoidance of doubt, this clause (A)(5) shall not preclude the Security Trustee or the Financing Parties from seeking payment under Section 26 hereof or in respect of any other claims (other than those claims directly related to the use and operation of the Newer ERJ145 Aircraft).

(B) Upon the occurrence of the Amendment Effective Date with respect to each Newer ERJ145 Aircraft:

1. The parties hereto, as applicable, shall amend the Existing Mortgage Financing Documents relating to such Newer ERJ145 Aircraft as follows:
 - (a) The Existing Loan Agreement and the Note shall be amended (each amendment with respect to an Existing Loan Agreement, a “Newer ERJ145 Loan Agreement Amendment” and together with each Original ERJ145 Loan Agreement Amendment and each ERJ140 Loan Agreement Amendment, a “Loan Agreement Amendment”) to reduce the principal amount of loan outstanding to an amount equal to (x) the principal amount with respect to such Newer ERJ145 Aircraft set forth in Column B of Schedule VII attached hereto minus (y) the portion attributable to principal (determined on the basis that the outstanding principal as of March 1, 2012 with respect to such Newer ERJ145 Aircraft had been the applicable amount set forth in Column B of

Schedule VII attached hereto) of (i) each Newer ERJ145 Debt Service Payment made with respect to such Newer ERJ145 Aircraft pursuant to Section 9(A) of this Term Sheet and (ii) the amounts credited towards the September 1, 2012 Debt Service Payment (as defined in the Interim Proposal) for such Newer ERJ145 Aircraft pursuant to clause (b) of the "Payment" section of the Interim Proposal.

- (b) The Existing Loan Agreement shall be amended to replace Schedule I to the Existing Loan Agreement with the schedule in Schedule VI relating to such Newer ERJ145 Aircraft.
- (c) Section 7.10 of the Existing Loan Agreement shall be amended to replace the words "Section 10 of the Framework Agreement (including Annex C thereto)" with the words "the Inspection Letter Agreement, dated as of the Bankruptcy Court Approval Date (as defined in Section 5 of the Term Sheet), by and among the Borrower, Eagle, the Lender and the Security Trustee".
- (d) The Existing Loan Agreement and the Existing Security Agreement shall be amended to change the definition of "Specified Loan Agreement" to mean each Existing Loan Agreement, as amended, supplemented and otherwise modified from time to time, relating to an Original ERJ145 Aircraft, a Newer ERJ145 Aircraft or an ERJ140 Aircraft.
- (e) The Existing Loan Agreement shall be amended to add to the indemnity provisions an exclusion providing that American shall have no obligation to indemnify for any loss, cost, expense, liability, tax, damage or claim of any kind attributable to or arising out of the current Chapter 11 case of the Debtors or any breach, termination, rejection or modification of, or any exercise or purported exercise of remedies under, any such Existing

Mortgage Financing Document, including, without limitation, the claims addressed pursuant to this Section 9, Section 19 and Section 26 or waived under Section 30.

- (f) The Existing Security Agreement and the Existing Loan Agreement shall be amended as necessary to implement the cross-collateralization described in Section 11.

For the avoidance of doubt, other than as expressly set forth in this Term Sheet, the Existing Loan Agreement and other Existing Mortgage Financing Documents with respect to such Newer ERJ145 Aircraft (including, without limitation, the interest rate, the payment dates and the maturity date) and the covenants thereunder of the parties thereto, shall remain as-is.

2. On each Payment Date following the Amendment Effective Date, American shall make scheduled debt service payments in the amounts and in accordance with the terms of the Existing Loan Agreement with respect to such Newer ERJ145 Aircraft, as amended by the related Newer ERJ145 Loan Agreement Amendment (it being understood that all amounts available for payment to FINAME in the Debt Service Security Account in respect of such Newer ERJ145 Aircraft shall be automatically withdrawn and credited towards the scheduled debt service payment due and payable on the first Payment Date occurring after such Amendment Effective Date). For the avoidance of doubt, upon the occurrence of such Amendment Effective Date, American shall have no further obligations to make any security deposit payments into the Debt Service Security Account in respect of such Newer ERJ145 Aircraft.

10. Inspection Letter Agreement:

Promptly following occurrence of the Bankruptcy Court Approval Date with respect to all Aircraft, American,

Eagle, the Financing Parties and the Security Trustee shall execute and deliver a letter agreement (the “Inspection Letter Agreement”), substantially in the form attached hereto as Exhibit A, which shall take effect immediately upon such execution and delivery.

For the avoidance of doubt, the parties hereto acknowledge and agree that (i) with respect to the Owned Aircraft, the Financing Parties shall continue to have the inspection rights as set forth in the Interim Proposal for 39 ERJ135, 59 ERJ140 and 118 ERJ145 Aircraft, dated February 10, 2012, by and among American, Eagle and the Financing Parties (as amended, supplemented or otherwise modified from time to time, the “Interim Proposal”) during the Extension Period and (ii) with respect to the Remaining ERJ135 Aircraft, the Financing Parties shall continue to have the inspection rights as set forth in the Interim Proposal during the Extension Period until the date title to such Remaining ERJ135 Aircraft is transferred to EBV; provided, however, that the Financing Parties, American and Eagle acknowledge and agree that the references to “May 31, 2012” in the third sentence of the “Inspection Rights with Respect to Remainder Aircraft” section of the Interim Proposal shall be replaced with “September 17, 2012”.

11. Security Agreement Amendment:

Upon the occurrence of the Amendment Effective Date, American and the Security Trustee shall execute and deliver an amendment (each, a “Security Agreement Amendment”) to the Existing Security Agreement in respect of each Owned Aircraft (other than the Original ERJ145 Aircraft) that provides that the related mortgage loan in respect of such Owned Aircraft will be cross-collateralized with each other mortgage loan in respect of an Owned Aircraft (other than an Original ERJ145 Aircraft); provided, however, that, in each case, if FINAME or any affiliate of BNDES ceases to be the sole lender in respect of any such mortgage loan, such mortgage loan will cease to be cross-collateralized with any other mortgage loan.

Each Security Agreement Amendment shall provide that if American has paid all principal, interest and other amounts then due and payable under the related mortgage loan and at such time no Event of Default under the Existing Mortgage Financing Documents relating to such mortgage loan has occurred and is then continuing, then the lien of the related Existing Security Agreement (as amended, supplemented or otherwise modified from time to time) shall be released and such Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified from time to time) shall be terminated.

12. Leasing:

During the Extension Period, American shall not lease any Remaining ERJ135 Aircraft that has not been transferred to EBV or any Owned Aircraft to any person other than Eagle or any other affiliate of American, and neither Eagle nor any other permitted lessee shall sublease any such Aircraft to any non-affiliate of American, without the prior written consent of the Financing Parties (and, in the case of the Remaining ERJ135 Aircraft, ECC Leasing). Any lease to Eagle or any other affiliate of American or any sublease of any Remaining ERJ135 Aircraft that has not been transferred to EBV or any Owned Aircraft shall state that such lease or sublease, as the case may be, is subject and subordinate to the Existing Security Agreement (as amended, supplemented or otherwise modified from time to time) relating to such Aircraft. After the Plan Effective Date, American may lease the Owned Aircraft in accordance with the terms of the Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified from time to time).

13. Cross-Default:

The parties hereto acknowledge and agree that each mortgage loan relating to an Aircraft will remain cross-defaulted to each other mortgage loan relating to the other Aircraft as provided in the Existing Loan Agreement relating to such mortgage loans; provided, however, subsequent to the purchase of each Remaining ERJ135 Aircraft by EBV, the mortgage loan relating to the Aircraft other than such Remaining ERJ135 Aircraft will no longer

be cross-defaulted with the mortgage loan relating to such Remaining ERJ135 Aircraft.

In addition, pursuant to clause 8 of the “Surrender of Parked ERJ135 Aircraft” section of the Interim Proposal, the Existing Mortgage Financing Documents for each Aircraft were deemed amended so that any Event of Default under the existing mortgage financing documents for the Parked ERJ135 Aircraft does not constitute a default or Event of Default under the Existing Mortgage Financing Documents for any Aircraft; provided, however, that American and the Financing Parties agree that, solely for purposes of Section 8.1(g)(ii) of the Existing Loan Agreements for the Remaining ERJ135 Aircraft, American’s surrender of the Parked ERJ135 Aircraft without making full payment on the “Loans” (as defined in the Existing Loan Agreement) under the existing mortgage financing documents related thereto is deemed to constitute the failure to pay when due one installment of principal and interest in respect of the “Loans” under five Specified Loan Agreements (as such term is defined in each such Existing Loan Agreement), which failures are continuing after the applicable grace periods specified in the respective Specified Loan Agreements and are continuing concurrently.

14. Parent Guarantee:

Upon the occurrence of the Plan Effective Date, either (a), if either or both of (x) the American Airlines, Inc. Class A and Class B Pass Through Certificates, Series 2011-1 and (y) the American Airlines, Inc. Class A Pass Through Certificates, Series 2011-2 (collectively, the “2011 EETCs”), shall be outstanding on the Plan Effective Date and shall have been assumed in American’s plan of reorganization or otherwise continue to bind American, the entity (whether AMR or another entity) that guarantees such 2011 EETCs or (b), if none of the 2011 EETCs shall be outstanding on the Plan Effective Date and shall have been assumed in American’s plan of reorganization or otherwise continue to bind American, AMR or a successor pursuant to the requirements of the Parent Guarantee (as defined in the relevant Existing Loan Agreement) and the

other Existing Mortgage Financing Documents shall guaranty American's obligations in respect of each Owned Aircraft under the Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified from time to time) (the "Parent Mortgage Guarantee").

15. Conditions Precedent to Restructuring of the Remaining ERJ135 Aircraft:

The obligation of each party hereto to consummate the transactions set forth in Section 5 with respect to each Remaining ERJ135 Aircraft shall be subject only to (i) the satisfaction or waiver of the conditions set forth in the Lease Term Sheet and (ii) the payment by American of the Security Trustee's fees, expenses and disbursements required to be paid pursuant to Section 26 hereof in respect of such Remaining ERJ135 Aircraft.

16. Conditions Precedent to Restructuring of the Owned Aircraft:

The effective date of the Loan Agreement Amendment, the Security Agreement Amendment and any other agreement relating to the Existing Mortgage Financing Documents described in Sections 7, 8 or 9 hereto (the "Amendment Effective Date"), as applicable, in each case, with respect to each Owned Aircraft shall be subject only to the following conditions precedent:

- A. The occurrence of the Plan Effective Date;
- B. Entry of an Approval Order in form and substance reasonably satisfactory to the Financing Parties;
- C. Preparation, execution and delivery of amendments to the Existing Mortgage Financing Documents relating to the Owned Aircraft (each an "Operative Document Amendment" and collectively, the "Operative Document Amendments"), implementing the terms set forth herein

with respect to such Owned Aircraft, which documentation shall be reasonably satisfactory to the Financing Parties and American;

D. Preparation, execution, delivery and performance of the Inspection Letter Agreement in accordance with the terms of this Term Sheet as provided in Section 10;

E. The Financing Parties and the Security Trustee shall have received an opinion addressed to each of them from FAA counsel, selected by American and reasonably acceptable to the Financing Parties (the “FAA Counsel”), that the Security Agreement Amendment is in proper form for filing with the FAA and as to other customary matters, in form and substance reasonably satisfactory to the Financing Parties;

F. The Security Agreement Amendment shall have been filed and recorded, or filed for recording, with the FAA and the International Interest (as defined in the Existing Mortgage Financing Documents) created by the Security Agreement Amendment shall have been (or will be) registered with the International Registry such that the Security Trustee shall have a valid and perfected security interest in the applicable Aircraft subject to Permitted Liens (as defined in the Existing Mortgage Financing Documents);

G. Delivery by each of AMR, American and Eagle of (i) an incumbency certificate and other customary evidence of authorization as to the person or persons authorized to execute and deliver the Operative Document Amendments and (ii) a resolution of each of AMR, American and Eagle authorizing the execution and delivery of each Operative Document Amendment and related documents to which it is a party;

H. No Termination Event under this Term Sheet or any Embraer Bankruptcy Event shall have occurred and be continuing. For purposes of this Term Sheet, an “Embraer Bankruptcy Event” shall be deemed to have occurred (i) if Embraer (a) institutes a voluntary case or other proceeding

seeking relief under any bankruptcy, insolvency or similar law now or hereafter in effect (a “Bankruptcy Law”) or seeking liquidation, dissolution, reorganization or other relief with respect to itself or its debts under such Bankruptcy Law, or applies for or consents to the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (b) consents to, or fails to controvert in a timely manner, any such relief or the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it or files an answer admitting the material allegations of a petition filed against it in any such proceeding; (c) is dissolved; or (d) makes a general assignment for the benefit of its creditors; or (ii) if an involuntary case or other proceeding shall have commenced against Embraer seeking (a) liquidation, reorganization or other relief with respect to it or its debts under any Bankruptcy Law; (b) the appointment of a trustee, receiver, liquidator, custodian or other similar official with respect to it or any substantial part of its property; or (c) the winding-up or liquidation of Embraer and such involuntary case or other proceeding shall not have been dismissed within, or stayed for a period of ninety (90) days;

I. The Extension Period Termination Date has not occurred; and

J. American shall have paid all costs and expenses of the Financing Parties, the Embraer Parties and the Security Trustee required to be paid under Section 26 hereof for which a statement has been provided to American in accordance with Section 26 hereof prior to such Amendment Effective Date.

Each Security Agreement Amendment shall provide that promptly upon the recording of such Security Agreement Amendment and receipt of appropriate and correct recording information from the FAA, American will cause the FAA Counsel to deliver to the Financing Parties and the Security Trustee an opinion as to the due filing and recording of such instrument and the lack of filing of any

intervening documents with respect to the relevant Owned Aircraft.

17. Snap-Back Claim:

Upon the occurrence of the Extension Period Termination Date, the Security Trustee shall have:

(a) the right to make a written demand for the return of any or all of the Owned Aircraft and the Remaining ERJ135 Aircraft that have not been transferred to EBV in accordance with Section 1110(c) of the Bankruptcy Code, in which case American shall surrender and return the Aircraft in accordance with a redelivery schedule provided by the Security Trustee detailing the order and timing of the surrender and return of each such Aircraft, and American shall, at its own cost and expense, insure, store and maintain as a stored aircraft under Eagle's maintenance program each such Aircraft at all times prior to the date of surrender and return of each such Aircraft; provided, that the Financing Parties will promptly reimburse American the costs of such insurance, storage and maintenance of each such Aircraft not yet surrendered and returned with respect to any period after the date that is forty-five (45) days after the Extension Period Termination Date; and provided, further, that American shall not be required to insure, store or maintain any such Aircraft upon the earlier of (x) the date that is 180 days after the Extension Period Termination Date and (y) the date on which Eagle no longer has the available resources or capacity or requisite governmental authority or approvals to so store, insure or maintain such Aircraft; and

(b) an administrative claim against American in respect of the Aircraft (regardless of whether any Remaining ERJ135 Aircraft has been transferred to EBV) in an amount equal to (i) the sum of (x) the amount of scheduled installments of principal and interest payable by American under the Existing Mortgage Financing Documents relating to each Aircraft on the Payment Dates occurring after March 1, 2012 and on or prior to the Extension Period Termination Date (or in the case of any Remaining ERJ135 Aircraft that has been transferred to EBV, on or prior to the date of such

transfer) (such date of transfer in the case of any Remaining ERJ135 Aircraft that has been transferred to EBV or the Extension Period Termination Date in the case of any other Aircraft, the “Period End Date”), plus (y) with respect to any Aircraft if the Period End Date is not a Payment Date, a prorated portion of the scheduled installment of principal and interest payable by American under the Existing Mortgage Financing Documents relating to such Aircraft on the Payment Date immediately following the Period End Date which shall be calculated on the basis of (A) the number of days between the Payment Date preceding the Period End Date and the Period End Date divided by (B) 180 days, plus (z) interest on an amount equal to the excess of (A) the sum of the respective installments payable by American with respect to each such Aircraft as described in clause (x) of this clause (i) over (B) the sum of the respective payments made with respect to each such Aircraft pursuant to clause (ii) below, calculated in accordance with (and at the non-default rate set forth in) the Existing Mortgage Financing Documents, for the period from, and including, March 1, 2012 to, but excluding, the Extension Period Termination Date during which such excess amount shall be overdue (such interest, “Catch-Up Interest”), minus (ii) the sum of (x) the amount of all payments made by American for the use and operation of the Aircraft (other than amounts on deposit in the Debt Service Security Account and the Maintenance Condition Security Account) after March 1, 2012 through the respective Period End Date pursuant to this Term Sheet, plus (y) the amount credited under the Existing Stipulations towards the September 1, 2012 Debt Service Payment (as defined in the Interim Proposal), plus (z) any amount available for payment to FINAME in the Debt Service Security Account (such difference between the sums in clauses (i) and (ii), the “Payment Gap”), further reduced by (iii) any amount available for payment to FINAME in the Maintenance Condition Security Account, including, without limitation, any Maintenance Condition Payment paid by American to the Security Trustee and deposited in the Maintenance Condition Security Account with respect to the Determination Date that is the Extension Period Termination Date pursuant to Section 18 (the amount

determined pursuant to this clause (iii), the “Maintenance Deposit Adjustment”); provided, however, that the Maintenance Deposit Adjustment shall not exceed that portion of the Payment Gap attributable to principal (such administrative claim, the “Snap-Back Claim”). The Snap-Back Claim shall be payable by American on or before the 10th Business Day following the Calculation Delivery Date (as defined in Section 18(B)) following the Extension Period Termination Date.

18. Maintenance Condition Payments:

(A) Appendix A of the Interim Proposal is hereby replaced and superseded with Schedule VIII hereto.

(B) American shall calculate the Maintenance Condition Value (as defined in Schedule VIII hereto) (i) if the last day of the Extension Period (as defined in the Interim Proposal) is greater than three (3) months prior to the first Determination Date determined pursuant to clause (ii) below, as of such last day of the Extension Period; (ii) as of each Payment Date occurring after the Bankruptcy Court Approval Date and prior to the earlier to occur of the Plan Effective Date and the Extension Period Termination Date, and (iii) as of the earlier to occur of the Extension Period Termination Date and the Plan Effective Date (the earlier of such dates, the “Final Determination Date”) (each such date referred to in clauses (i) through (iii), a “Determination Date”), and in each case, American will, within thirty (30) days after such Determination Date, provide the Financing Parties with a reasonably detailed calculation of such Maintenance Condition Value (the date such calculation is provided, the “Calculation Delivery Date”).

(C) If the Maintenance Condition Value as of such Determination Date is a positive number, American shall, on or before the 10th Business Day following the applicable Calculation Delivery Date, make a payment to the Security Trustee of an amount in US dollars equal to the amount of such Maintenance Condition Value as calculated by American. If the Financing Parties dispute American’s calculation of the Maintenance Condition

Value, the parties will submit such dispute to the Bankruptcy Court for determination. If the Bankruptcy Court concludes that the Maintenance Condition Value was a positive number that was greater than the amount calculated by American, American shall pay an additional amount in US dollars equal to the amount by which the calculation as determined by the Bankruptcy Court exceeded the amount paid by American, and such additional payment shall be made within five (5) days after the entry of a final and non-appealable order by the Bankruptcy Court with respect to such dispute (any payment made pursuant to this paragraph, a "Maintenance Condition Payment").

(D) Any and all Maintenance Condition Payments made pursuant to the preceding paragraph shall be held by the Security Trustee in a segregated non-interest bearing account as a security deposit to secure American's obligations hereunder and under the Existing Mortgage Financing Documents for the Owned Aircraft and the Remaining ERJ135 Aircraft that have not been transferred to EBV (the "Maintenance Condition Security Account"). If the Final Determination Date is the Extension Period Termination Date, on or before the 10th Business Day following the relevant Calculation Delivery Date (after American has made any Maintenance Condition Payment required to be made in accordance with Section 18(C)), the Security Trustee shall withdraw all amounts held in the Maintenance Condition Security Account and pay the Excess Amount (as defined below), if any, to American and the remainder, if any, to FINAME. If the Final Determination Date is the Plan Effective Date, on or before the 10th Business Day following the relevant Calculation Delivery Date, the Security Trustee shall withdraw and pay the Excess Amount, if any, to American from the Maintenance Condition Security Account and on the first Payment Date to occur after the Plan Effective Date, the Security Trustee shall withdraw all amounts, if any, then held in the Maintenance Condition Security Account and pay such amount to FINAME. The "Excess Amount" shall mean that portion of the aggregate of the Maintenance Condition Payments deposited in the Maintenance

Condition Security Account which exceeds the sum of (i) the Maintenance Condition Value as of the Final Determination Date and (ii) the aggregate amount of any other amounts then due and payable by American hereunder to the Financing Parties or the Security Trustee but unpaid (the "Overdue Amount"). Any amounts paid to FINAME pursuant to this Section 18(D) may, at FINAME's sole discretion, after accounting for all other amounts payable on such date (including, without limitation, after release and application of all amounts held in the Debt Service Security Account and payment of the Snap-Back Claim, if applicable), and notwithstanding anything to the contrary in the Interim Proposal, be used to pay any Overdue Amount (including any unpaid portion of the Snap-Back Claim); any amounts paid to FINAME pursuant to Section 18(D) thereafter remaining shall be used to pay (x) if the Final Determination Date is the Extension Period Termination Date, the interest (including any Catch-Up Interest) and principal amounts outstanding under the Existing Mortgage Financing Documents on a pro rata basis across each Owned Aircraft and each Remaining ERJ135 Aircraft that has not been transferred to EBV as of such Final Determination Date or (y) if the Final Determination Date is the Plan Effective Date, the principal amounts outstanding under the Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified as of such date, including amendments pursuant to the relevant Operative Document Amendments) with respect to one or more Owned Aircraft reasonably determined by the Financing Parties, after consultation with American and consideration of the cost and burden to implement the necessary corresponding amendments of the Existing Mortgage Financing Documents with respect to such Aircraft in relation to the aggregate amount of such prepayment. In either case, such amounts shall be applied in inverse order of maturity and such outstanding principal amount(s) shall be reduced effective as of such date. Furthermore, in the case of clause (y) above, the parties shall promptly amend the applicable Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified as of such date, including amendments pursuant to the relevant Operative Document Amendments)

to reflect such prepayment. If the Financing Parties or American disputes the calculation of the Excess Amount, the Financing Parties will direct the Security Trustee to release to American and FINAME, as the case may be, the funds in Maintenance Condition Security Account not subject to dispute and the remaining funds shall continue to be held in the Maintenance Condition Security Account until the Security Trustee receives joint disbursement instructions from the Financing Parties and American or a disbursement order from the Bankruptcy Court or other appropriate authority with respect thereto.

(E) Any Maintenance Condition Payment shall be made in addition to, and, except as provided in the immediately preceding paragraph, shall not be credited against any other payments described in this Term Sheet (other than as provided in Section 17) or any other Debt Service Payment with respect to any of the Aircraft.

(F) The parties hereto agree and acknowledge that, subject to the last sentence of Section 3, (i) this Section 18 replaces and supersedes the “Maintenance Condition Payment” Section in the Interim Proposal, (ii) no calculation of the Maintenance Condition Value or payment of any Maintenance Condition Payment shall be required pursuant to the Interim Proposal and (iii) the only calculation of the Maintenance Condition Value or payment of any Maintenance Condition Payment required under this Term Sheet shall be pursuant to this Section 18.

(G) The Security Trustee hereby agrees that it shall only withdraw amounts from the Maintenance Condition Security Account as provided in this Section 18.

19. Bankruptcy Claims:

Notwithstanding anything to the contrary set forth in this Term Sheet, with respect to each Owned Aircraft for which the Amendment Effective Date has occurred or each Remaining ERJ135 Aircraft that has been transferred to EBV, the parties agree that, as a result of any breach, termination, rejection or modification of, or any default under, the Existing Mortgage Financing Documents

relating to such Aircraft, the Security Trustee shall be deemed to have upon the Bankruptcy Court Approval Date separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims against the bankruptcy estate of American and against the bankruptcy estate of AMR (which claims shall be evidenced and allowed by the terms of the Approval Order) under the Existing Mortgage Financing Documents in the amounts set forth in Annex A-1 (provided that, in the case of each Remaining ERJ135 Aircraft that has been transferred to EBV, if the Extension Period Termination Date occurs, such amount set forth in Annex A-1 shall be reduced by any amount of the Snap-Back Claim attributable to principal with respect to such Remaining ERJ135 Aircraft) (each, a “Prepetition Claim” and collectively, the “Prepetition Claims”); provided, however, that the total recovery from the Chapter 11 estates of American and AMR in respect of the Prepetition Claims relating to any such Aircraft shall not exceed the amount of the Prepetition Claim against the bankruptcy estate of American in respect of such Aircraft. In addition, the Security Trustee shall be deemed to have upon the Bankruptcy Court Approval Date separate and distinct stipulated, allowed general unsecured non-priority pre-petition claims against the bankruptcy estate of American and against the bankruptcy estate of AMR under the existing mortgage financing documents in respect of the Parked ERJ135 Aircraft in the amounts set forth in Annex A-2 (each, an “Affiliated Claim” and, collectively, the “Affiliated Claims”); provided, however, that the total recovery from the Chapter 11 estate of American and AMR in respect of the Affiliated Claims relating to any Parked ERJ135 Aircraft shall not exceed the amount of the Affiliated Claim against the bankruptcy estate of American in respect of such Parked ERJ135 Aircraft. The Prepetition Claims and the Affiliated Claims shall be in addition to any other claims expressly provided for herein. Approval by the Bankruptcy Court of the Prepetition Claims and the Affiliated Claims is a condition to the effectiveness of this Term Sheet and upon such approval, the Prepetition Claims and the Affiliated Claims will be allowed for all purposes in American’s current Chapter 11 case and AMR’s current

Chapter 11 case without any requirement for the Security Trustee or the Financing Parties to file a proof of claim.

20. Transferability of Claims:

Any distribution on the Prepetition Claims and the Affiliated Claims under any confirmed Chapter 11 plan of reorganization shall be payable solely to the Security Trustee. Any transfer, in whole or in part, of the Prepetition Claims or the Affiliated Claims by the Security Trustee, FINAME or any other person, at any time before or after the confirmation of a reorganization plan in American's current Chapter 11 case, shall be subject to compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, any order of the Bankruptcy Court, any confirmed plan of reorganization and any other applicable law (including, without limitation, applicable securities laws).

21. 506(c) Waiver:

The Debtors, on behalf of their Chapter 11 estates, waive any right under section 506(c) of the Bankruptcy Code to recover from any property securing an obligation to the Financing Parties or the Security Trustee including, without limitation, any of the Aircraft or other collateral, funds in the Debt Service Security Accounts, Maintenance Condition Payments or any other funds in the nature of security.

22. Representations and Warranties:

(A) Subject to entry of the Approval Order, each of American, AMR and Eagle hereby represents that it has requisite authority to execute this Term Sheet and to enter into the transactions contemplated hereby.

(B) Each of the Financing Parties hereby (i) represents and warrants that (w) FINAME is the sole "Lender" (as defined in the Existing Mortgage Financing Documents), (x) it has requisite authority to execute this Term Sheet and enter into the transactions contemplated hereby, (y) no consents or approvals, including any consent, approval, authorization

of, filing with, notice to or other act, by or in respect of any Governmental Authority (as defined in the Existing Mortgage Financing Documents), are required for the consummation of the transactions contemplated hereby, except any consent or approval that has been obtained and is in full force and effect and (z) this Term Sheet is in proper legal form under the laws of Brazil for enforcement thereof in Brazil against it (except, however, that a sworn translation into Portuguese and registration of such document with the recorder of deeds will be necessary for purposes of enforcement) and (ii) agrees not to sell or otherwise transfer any equity, debt or other interest in or related to the Aircraft or the Existing Mortgage Financing Documents (other than claims provided under Sections 17, 18 and 19, subject to Section 20) unless such sale or transfer is expressly subject to the terms and conditions of this Term Sheet and the potential purchaser or transferee agrees to be bound by the terms hereof.

(C) Each of the Embraer Parties represents and warrants that it has requisite authority to execute this Term Sheet and enter into the transactions contemplated hereby and no consents or approvals, including any consent, approval, authorization of, filing with, notice to or other act, by or in respect of any Governmental Authority, are required for the consummation of the transactions contemplated hereby, except any consent or approval that has been obtained or shall be obtained.

(D) The Security Trustee hereby represents and warrants that it has received direction from the Financing Parties and, as such, it has requisite authority under the Existing Mortgage Financing Documents, and has received any and all consents required thereunder, to execute this Term Sheet and enter into the transactions contemplated hereby.

23. Termination Events under the Term Sheet:

The occurrence of any of the following events shall constitute a "Termination Event" under this Term Sheet:

- A. dismissal of American's current Chapter 11 case, or a conversion of such Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code;
- B. failure by any Debtor Party to comply with any term of this Term Sheet, the Lease Term Sheet, the Inspection Letter Agreement or the Seventh 1110(b) Stipulation (as defined in Section 3 hereof) applicable to it;
- C. entry of an order of a court of competent jurisdiction staying, modifying, overturning or reversing on appeal the Approval Order in a manner adverse to the Financing Parties;
- D. filing of a motion by any Debtor Party in the current Chapter 11 cases of the Debtors in the Bankruptcy Court seeking approval for any financing which provides for a lien on any Aircraft other than any Permitted Lien (as such term is defined in the Existing Mortgage Financing Documents relating to such Aircraft);
- E. the Bankruptcy Court confirms a Chapter 11 plan in the Chapter 11 cases of the Debtors that is not consistent with the agreed treatment for the restructuring of the mortgage loan financings or the leasing of the Remaining ERJ135 Aircraft as specified herein (a "Non-Conforming Plan");
- F. filing of a motion by any Debtor Party seeking to modify in whole or in part the terms of this Term Sheet, the Lease Term Sheet or the Seventh 1110(b) Stipulation in a manner adverse to the Financing Parties or the Embraer Parties without the prior written consent of the Financing Parties or the Embraer Parties, as applicable;
- G. any Debtor Party files or supports a Non-Conforming Plan;

- H. failure of the Approval Order to become final and non-appealable by the Plan Effective Date;
- I. occurrence, during the Extension Period, of any “Event of Default” under and as defined in the Existing Mortgage Financing Documents for any Owned Aircraft or any Remaining ERJ135 Aircraft that has not been transferred to EBV (other than (i) “Events of Default” based on the failure to pay amounts due thereunder or referenced therein and not otherwise expressly required to be paid under this Term Sheet, (ii) “Events of Default” of a kind specified in section 365(b)(2) of the Bankruptcy Code, or (iii) “Events of Default” based on a failure to comply with financial covenants); it being understood and agreed that (x) during the Extension Period, any “Events of Default” described in clauses (i) through (iii) in the immediately preceding parenthetical shall not constitute an “Event of Default” under such Existing Mortgage Financing Documents and (y) the Financing Parties and the Security Trustee shall be free to deliver any notices contemplated by Section 8.1 of each Existing Loan Agreement for each of the Aircraft and each Embraer Party shall be free to deliver any notice of a Termination Event hereunder as to any obligation owed to an Embraer Party and the automatic stay shall be modified, effective upon the approval of this Term Sheet by the Bankruptcy Court, to permit such notices;
- J. appointment of a trustee or examiner with enlarged powers;
- K. filing of a motion or a plan by AMR or American seeking approval from the Bankruptcy Court of a transaction to sell substantially all of its assets; provided, however, that the filing of such a motion or plan by AMR or American will not be deemed a Termination Event hereunder if such motion or plan expressly provides that the purchaser of all of, or substantially all of, AMR’s or American’s assets

shall assume AMR's or American's, as the case may be, obligations under this Term Sheet and the related Existing Mortgage Financing Documents (as amended, supplemented or otherwise modified from time to time) pursuant to an assignment and assumption agreement, in form and substance reasonably satisfactory to the Financing Parties;

- L. failure of American to pay the fees, expenses and disbursements of the Security Trustee in accordance with the Existing Mortgage Financing Documents within thirty (30) days after receipt of the relevant invoice; or
- M. failure of American to transfer the Remaining ERJ135 Aircraft to the Owner Trustee on or before the earlier of (i) the Plan Effective Date or (ii) December 31, 2012 or such later date as FINAME may designate in its reasonable discretion after consultation with American and ECC Leasing.

24. Documentation:

The Operative Document Amendments shall be prepared by American's counsel.

25. Governing Law for Restructuring:

This Term Sheet and the Operative Document Amendments shall be governed by and construed in accordance with the laws of the State of New York.

26. Costs and Expenses:

American agrees to pay (i) the reasonable and documented fees, expenses and disbursements of White & Case LLP and Katten Muchin Rosenman LLP for legal work in connection with the negotiation, documentation and enforcement of this Term Sheet, (ii) the fees, expenses and disbursements of the Security Trustee and its agents and its counsel in accordance with the Existing Mortgage Financing Documents, (iii) except as otherwise provided in clauses (i) and (ii) above, the reasonable, documented, actual and necessary fees, expenses and disbursements of White & Case LLP, Arnold & Porter LLP and Pillsbury

Winthrop Shaw Pittman LLP in connection with the bankruptcy proceeding of the Debtor Parties (including, without limitation, the costs of preparing and reviewing proofs of claim), (iv) the reasonable and documented fees, expenses and disbursements of Katten Muchin Rosenman LLP, Walkers, A&L Goodbody and De Brauw Blackstone Westbroek N.V. for legal work in connection with the negotiation, documentation, implementation and enforcement of this Term Sheet, the Embraer Term Sheet, the Lease Term Sheet and the transactions contemplated therein, including, but not limited to, the New Operative Documents, and (v) the reasonable, documented, actual and necessary fees, expenses and disbursements of any other legal, tax, accounting, appraisal or financial service professional adviser retained by the Financing Parties or the Embraer Parties for work necessary to implement the restructuring of the existing mortgage financings as set forth herein, in each case as set forth in a statement or statements, describing such fees, expenses and disbursements in reasonable detail to American; provided, however, that the aggregate fees, expenses and disbursements of the financial service professional adviser(s) retained by the Financing Parties shall not exceed five hundred thousand US Dollars (\$500,000.00). With respect to fees, expenses and disbursements of any professional adviser described in clause (v), the Financing Party or the Embraer Party, as applicable, shall provide reasonable prior notice to American of its retention of such professional adviser and shall provide, if practicable, an estimate in reasonable detail of the fees, expenses and disbursements of such professional adviser to American. The parties agree that any dispute as to the reasonableness of fees, expenses and disbursements shall be submitted to the Bankruptcy Court. The payment described in this paragraph shall be paid within fifteen (15) days after American's receipt of the related statement in accordance therewith; provided, however, that any fees, expenses and disbursements in dispute shall be payable within five (5) days after entry of a final judgment by the Bankruptcy Court with respect to such dispute.

27. Disputes:

All disputes arising under or in connection with this Term Sheet, any Existing Mortgage Financing Documents, any mortgage financing document relating to any Parked ERJ135 Aircraft (any such agreement, a "Parked ERJ135 Aircraft Agreement") or any agreement entered into pursuant hereto shall, prior to the Plan Effective Date, be resolved by the Bankruptcy Court, which shall have exclusive jurisdiction over such disputes; provided, however, that all disputes arising under or in connection with any Operative Document Amendment shall be resolved in accordance with the terms thereof following the Plan Effective Date.

28. Waiver of Immunities:

Each of the Financing Parties agrees that, to the extent that it or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from (a) any legal action, suit, arbitration proceeding or other proceeding, (b) set-off or counterclaim, (c) the jurisdiction of the Bankruptcy Court or any court of competent jurisdiction, (d) service of process, (e) relief by way of injunction, order for specific performance or for recovery of property, (f) attachment of its assets prior to judgment or after judgment, (g) attachment in aid of execution or levy, (h) execution or enforcement of any decree or judgment or (i) judgment or jurisdiction or from any other legal process in any jurisdiction, it, for itself and its property, does, to the full extent permitted by applicable law, rule or regulation, hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim, any such immunity with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Term Sheet, the Existing Stipulations, any Existing Mortgage Financing Document, any Parked ERJ135 Aircraft Agreement or any agreement entered into pursuant hereto, or the subject matter hereof or thereof. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions or under any statute, including the Foreign Sovereign Immunities Act of 1976 of the United States of America. The foregoing waiver shall constitute a present waiver of immunity at any time any action is initiated against a Financing Party with respect to

this Term Sheet, the Existing Stipulations, any Existing Loan Agreement, any other Existing Mortgage Financing Document, any Parked ERJ Aircraft Agreement or any agreement entered into pursuant hereto.

29. Miscellaneous:

This Term Sheet may not be amended or modified except by a writing signed by all of the parties affected by such amendment. This Term Sheet may be executed in one or more counterparts (including by facsimile or electronic (e.g., pdf) transmission), each of which together or separately shall constitute an original and, which taken together, shall be considered one and the same binding agreement. This Term Sheet shall inure to the benefit of the parties hereto together with their respective successors and permitted assigns, and nothing in this Term Sheet is intended to or shall give any other person or entity any legal or equitable right, remedy, claim or benefit of any nature whatsoever. This Term Sheet shall be binding upon the parties hereto together with their respective successors and permitted assigns, including, without limitation, any transferee of the interest of any such person in any Aircraft or any Existing Mortgage Financing Document or any transferee of the equity interests in the Owner Participant, and any other person asserting an interest in any Aircraft under any Existing Mortgage Financing Document. Each of the parties hereto agrees that it shall cooperate in good faith to implement and consummate the transactions contemplated hereby in a timely manner. The words “hereof”, “herein” and “hereby” and words of similar import, when used in this Term Sheet, shall refer to this Term Sheet as a whole, including all the schedules and exhibits attached hereto, not to any particular provision of this Term Sheet.

30. Waiver:

Upon the occurrence of (a) in respect of each Remaining ERJ135 Aircraft, the Lease Effective Date with respect to such Remaining ERJ135 Aircraft, (b) in respect of each Parked ERJ135 Aircraft, the Bankruptcy Court Approval Date, or (c) in respect of each Owned Aircraft, the Amendment Effective Date with respect to such Owned

Aircraft (each such date, the respective “Waiver Effective Date”), to the extent, if any, that (i) the current bankruptcy proceeding of the Debtor Parties, (ii) any abandonment of such Aircraft or such Parked ERJ135 Aircraft, or any breach, termination, rejection or modification of any Existing Loan Agreement or any Parked ERJ135 Aircraft Agreement, or any default or exercise or purported exercise of remedies thereunder or (iii) the negotiation, preparation, execution or delivery of this Term Sheet, the Existing Stipulations, the Operative Document Amendments or the New Operative Documents or performance of this Term Sheet or the Existing Stipulations, gave rise to or would give rise to any loss, cost, expense, liability, tax, damage or claim of any kind and nature, character and description, whether sounding in tort, contract or under other applicable law, whether known or unknown, whether anticipated or unanticipated, whether presently existing or existing at any time in the future, whether or not asserted, and whether founded in fact or law or in equity, under any Existing Mortgage Financing Document, any Parked ERJ135 Aircraft Agreement or any agreement related to any Existing Mortgage Financing Document or any Parked ERJ135 Aircraft Agreement, including under any provision of any general indemnity, tax indemnity, PROEX breakage, reimbursement, rental or any other provisions, each of the Financing Parties, the Embraer Parties and the Security Trustee (on behalf of itself and its respective successors and assigns, the “Waiving Parties”) (A) hereby waives any and all claims for any such amounts against the Debtor Parties, their estates, their reorganized successors in interest and their respective heirs, successors, assigns, affiliates, shareholders, parents, subsidiaries and predecessors, together with the officers, directors, employees, attorneys and agents of any of the foregoing (collectively, the “Waived Claims”), it being understood that (x) such waiver is granted in respect of such Waived Claims related to a particular Aircraft or Parked ERJ135 Aircraft on the Waiver Effective Date applicable to such Aircraft or Parked ERJ135 Aircraft, and (y) the Waived Claims do not include the rights of the Waiving Parties under this Term Sheet, the Lease Term Sheet, the Seventh 1110(b) Stipulation, the Approval Order, the Existing Stipulations (as modified by

this Term Sheet, the Seventh 1110(b) Stipulation and the Approval Order), the New Operative Documents (in respect of the Remaining ERJ135 Aircraft), the Existing Mortgage Financing Documents as amended by the Operative Document Amendments (in respect of the Owned Aircraft), the Inspection Letter Agreement and the Parent Mortgage Guarantee, in each case, as any of the same may be amended from time to time, and (B) upon American's request, shall execute a release with respect thereto.

Notwithstanding the foregoing, nothing contained in this Term Sheet shall be deemed to impair, waive or extinguish the trusts and duties created by the Existing Mortgage Financing Documents, or any rights, indemnities, obligations or duties of the Financing Parties or the Security Trustee contained in the Existing Mortgage Financing Documents, in each case existing solely as between the Financing Parties and the Security Trustee, including but not limited to, (a) the ability of the Security Trustee to apply proceeds from the Collateral and to make distributions thereunder subject to compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, any order of the Bankruptcy Court, any confirmed plan of reorganization and any other applicable law (including, without limitation, applicable securities laws), (b) the ability of the Financing Parties to direct the Security Trustee with respect to the disposition of the Collateral subject to compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, any order of the Bankruptcy Court, any confirmed plan of reorganization and any other applicable law (including, without limitation, applicable securities laws), (c) the duties, rights, disclaimers and indemnities of the Financing Parties thereunder and (d) any right of the Security Trustee to maintain and assert any right or lien on the Collateral for reasonable fees, costs, expenses and indemnities under the Existing Mortgage Financing Documents.

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IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be duly executed by their respective officers or management employees thereunto duly authorized as of September 3, 2012.

American Airlines, Inc.

By: _____

Name: Peter Warlick

Title: Managing Director

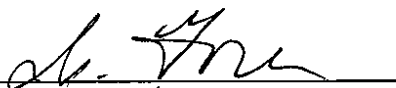
American Eagle Airlines, Inc.

By: _____

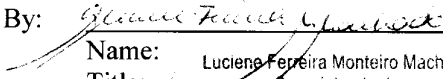
Name: John Hutchinson

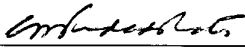
Title: Senior Vice President - Finance & Planning
and Chief Financial Officer

AMR Corporation

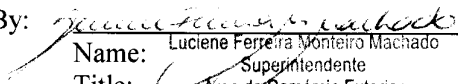
By: 
Name: *Isabella D. Goren*
Title: *Senior Vice President
Chief Financial Officer*

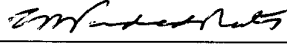
**Banco Nacional de Desenvolvimento
Econômico e Social - BNDES**

By: 
Name: Luciene Ferreira Monteiro Machado
Title: Superintendente
Área de Comércio Exterior

By: 
Name: Cláudia P. Trindade Prates
Title: Superintendente
Área de Crédito


**Agência Especial de Financiamento
Industrial – FINAME**

By: 
Name: Luciene Ferreira Monteiro Machado
Title: Superintendente
Área de Comércio Exterior

By: 
Name: Cláudia P. Trindade Prates
Title: Superintendente
Área de Crédito

**The Bank of New York Mellon Trust
Company, N.A.,**
not in its individual capacity, but solely as
Security Trustee

By: _____
Name:
Title:

BNDES

Andreza Elato Souza
Advogada

**Banco Nacional de Desenvolvimento
Econômico e Social - BNDES**

By: _____
Name:
Title:

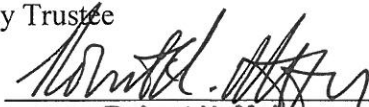
By: _____
Name:
Title:

**Agência Especial de Financiamento
Industrial – FINAME**

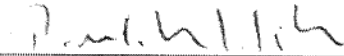
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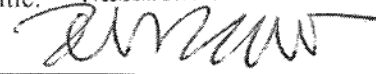
By: _____
Name:
Title:

**The Bank of New York Mellon Trust
Company, N.A.,**
not in its individual capacity, but solely as
Security Trustee

By:  _____
Name: **Robert H. Major**
Title: **Vice President**

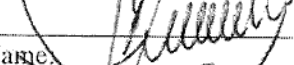
Embraer S.A.

By: 
Name: *Paulo Cesar de Souza e Silva*
Title: *President Commercial Aviation*

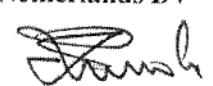
By: 
Name: *JOSE ANTONIO de Almeida Filipp*
Title: *Executive Vice President & CFO*

ECC Leasing Company Ltd.

By: 
Name:
Title:

By: 
Name: *Paulo Estevão de C. Tullio*
Title: *Director*

Embraer Netherlands BV

By: 
Name:
Title: *Flávio Rímoli*
Director

By: _____
Name:
Title:

Embraer S.A.

By: _____
Name:
Title:


By: _____
Name:
Title:

ECC Leasing Company Ltd.

By: _____
Name:
Title:

By: _____
Name:
Title:

Embraer Netherlands BV

By:  _____
Name: *Rens Welfouwenhul*
Title: *Director B*

By: _____
Name:
Title:

Signature Page to Master Term Sheet

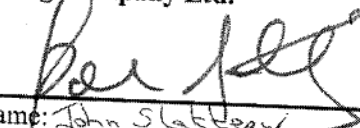
NEWYORK 8587564 (2K)

Embraer S.A.

By: _____
Name:
Title:

By: _____
Name:
Title:

ECC Leasing Company Ltd.

By: 
Name: John Slattery
Title: Director

By: _____
Name:
Title:

Embraer Netherlands BV

By: _____
Name:
Title:

By: _____
Name:
Title:

Signature Page to Master Term Sheet

Schedule I
Remaining ERJ135 Aircraft

	U.S. Registration Number	Manufacturer's Serial Number	Purchase Price
1	N711PH	145235	\$2,873,195.45
2	N712AE	145247	\$2,873,195.45
3	N713AE	145249	\$2,834,393.96
4	N716AE	145264	\$2,834,393.96
5	N717AE	145272	\$2,796,116.47
6	N719AE	145276	\$2,796,116.47
7	N720AE	145279	\$2,758,355.90
8	N721HS	145283	\$2,758,355.90
9	N722AE	145287	\$2,721,105.28
10	N723AE	145288	\$2,721,105.28
11	N724AE	145301	\$2,577,065.87
12	N725AE	145312	\$2,577,065.87
13	N728AE	145328	\$2,577,065.87
14	N730KW	145346	\$2,577,065.87
15	N733KR	145368	\$2,734,836.83
16	N734EK	145371	\$2,734,836.83
17	N735TS	145386	\$2,734,836.83
18	N736DT	145388	\$2,697,903.82
19	N737MW	145396	\$2,697,903.82
20	N738NR	145401	\$2,661,469.58
21	N739AE	145402	\$2,661,469.58

Schedule II
ERJ140 Aircraft

	U.S. Registration Number	Manufacturer's Serial Number
1	N800AE	145425
2	N801AE	145469
3	N802AE	145471
4	N803AE	145483
5	N804AE	145487
6	N805AE	145489
7	N806AE	145503
8	N807AE	145506
9	N808AE	145519
10	N809AE	145521
11	N810AE	145525
12	N811AE	145529
13	N812AE	145531
14	N813AE	145539
15	N814AE	145541
16	N815AE	145545
17	N816AE	145552
18	N817AE	145554
19	N818AE	145561
20	N819AE	145566
21	N820AE	145576
22	N821AE	145577
23	N822AE	145581
24	N823AE	145582
25	N824AE	145584
26	N825AE	145589
27	N826AE	145592
28	N827AE	145602
29	N828AE	145604
30	N829AE	145609
31	N830AE	145615
32	N831AE	145616
33	N832AE	145627
34	N833AE	145629
35	N834AE	145631
36	N835AE	145634
37	N836AE	145635

	U.S. Registration Number	Manufacturer's Serial Number
38	N837AE	145647
39	N838AE	145651
40	N839AE	145653
41	N840AE	145656
42	N841AE	145667
43	N842AE	145673
44	N843AE	145680
45	N844AE	145682
46	N845AE	145685
47	N846AE	145692
48	N847AE	145707
49	N848AE	145710
50	N849AE	145716
51	N850AE	145722
52	N851AE	145734
53	N852AE	145736
54	N853AE	145742
55	N854AE	145743
56	N855AE	145747
57	N856AE	145748
58	N857AE	145752
59	N858AE	145754

**Schedule III
Newer ERJ145 Aircraft**

	U.S. Registration Number	Manufacturer's Serial Number
1	N650AE	145417
2	N651AE	145422
3	N652RS	145432
4	N653AE	145433
5	N654AE	145437
6	N655AE	145452
7	N656AE	145740
8	N657AE	145744
9	N658AE	145760
10	N659AE	145762
11	N660CL	145764
12	N661JA	145766
13	N662EH	145777
14	N663AR	145778
15	N664MS	145779
16	N665BC	145783
17	N667GB	145784
18	N668HH	145785
19	N669MB	145788
20	N670AE	145790
21	N671AE	145793
22	N672AE	145794
23	N673AE	145797
24	N674RJ	14500801
25	N675AE	14500806
26	N676AE	14500807
27	N677AE	14500810
28	N678AE	14500813
29	N679AE	14500814
30	N680AE	14500820
31	N681AE	14500824
32	N682AE	14500826
33	N683AE	14500833
34	N684JW	14500835
35	N685AE	14500836
36	N686AE	14500843
37	N687JS	14500846

	U.S. Registration Number	Manufacturer's Serial Number
38	N688AE	14500849
39	N689EC	14500853
40	N690AE	14500858
41	N691AE	14500860
42	N692AE	14500866
43	N693AE	14500868
44	N694AE	14500869
45	N695AE	14500870
46	N696AE	14500874
47	N697AB	14500875
48	N698CB	14500877
49	N699AE	14500883
50	N900AE	14500885
51	N902BC	14500887
52	N905JH	14500892
53	N906AE	14500894
54	N907AE	14500895
55	N908AE	14500897
56	N909AE	14500899
57	N918AE	14500902
58	N922AE	14500906
59	N923AE	14500907
60	N925AE	14500908
61	N928AE	14500911
62	N931AE	14500912
63	N932AE	14500915
64	N933JN	14500918
65	N935AE	14500920
66	N939AE	14500923
67	N941LT	14500926
68	N942LL	14500930

**Schedule IV
Original ERJ145 Aircraft**

	U.S. Registration Number	Manufacturer's Serial Number
1	N600BP	145044
2	N601DW	145046
3	N602AE	145048
4	N603KC	145055
5	N604AE	145058
6	N605KS	145059
7	N606AE	145062
8	N607AE	145064
9	N608LM	145068
10	N609DP	145069
11	N610AE	145073
12	N611AE	145074
13	N612AE	145079
14	N613AE	145081
15	N614AE	145086
16	N615AE	145087
17	N616AE	145092
18	N617AE	145093
19	N618AE	145097
20	N619AE	145101
21	N620AE	145102
22	N621AE	145105
23	N622AE	145108
24	N623AE	145109
25	N624AE	145111
26	N625AE	145115
27	N626AE	145117
28	N627AE	145121
29	N628AE	145124
30	N629AE	145130
31	N630AE	145132
32	N631AE	145139
33	N632AE	145143
34	N633AE	145148
35	N634AE	145150
36	N635AE	145158
37	N636AE	145160

	U.S. Registration Number	Manufacturer's Serial Number
38	N637AE	145170
39	N638AE	145172
40	N639AE	145182
41	N640AE	145183
42	N641AE	145191
43	N642AE	145193
44	N643AE	145200
45	N644AE	145204
46	N645AE	145212
47	N646AE	145213
48	N647AE	145222
49	N648AE	145225
50	N649PP	145234

Schedule V
Parked ERJ135 Aircraft

	U.S. Registration Number	Manufacturer's Serial Number	Purchase Price
1	N700LE	145156	\$1,500,000.00
2	N701MH	145162	\$1,500,000.00
3	N702AE	145164	\$1,500,000.00
4	N703MR	145173	\$1,500,000.00
5	N704PG	145174	\$1,500,000.00
6	N705AE	145184	\$1,500,000.00
7	N706RG	145194	\$1,500,000.00
8	N707EB	145195	\$1,500,000.00
9	N708AE	145205	\$1,500,000.00
10	N709GB	145211	\$1,500,000.00
11	N710TB	145224	\$1,500,000.00
12	N715AE	145262	\$1,500,000.00
13	N718AE	145275	\$1,500,000.00
14	N726AE	145314	\$1,500,000.00
15	N727AE	145326	\$1,500,000.00
16	N729AE	145343	\$1,500,000.00
17	N731BE	145356	\$1,500,000.00
18	N732DH	145358	\$1,500,000.00

Schedule VI

**Amendment Effective Date Payment Schedules for
ERJ 140 Aircraft and Newer ERJ145 Aircraft**

[Attached]

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N800AE)
(MSN 145425)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	271,099.96	56,232.61	327,332.57
03/01/13	275,842.54	51,490.03	327,332.57
09/01/13	280,668.09	46,664.48	327,332.57
03/01/14	285,578.04	41,754.53	327,332.57
09/01/14	290,573.89	36,758.68	327,332.57
03/01/15	295,657.14	31,675.43	327,332.57
09/01/15	300,829.32	26,503.25	327,332.57
03/01/16	306,091.97	21,240.60	327,332.57
09/01/16	311,446.69	15,885.88	327,332.57
03/01/17	316,895.08	10,437.49	327,332.57
08/08/17	279,743.12	4,350.02	284,093.14
Totals	<u>3,214,425.84</u>	<u>342,993.00</u>	<u>3,557,418.84</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N801AE)
(MSN 145469)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	270,232.04	53,880.63	324,112.67
03/01/13	274,778.96	49,333.71	324,112.67
09/01/13	279,402.39	44,710.28	324,112.67
03/01/14	284,103.62	40,009.05	324,112.67
09/01/14	288,883.95	35,228.72	324,112.67
03/01/15	293,744.71	30,367.96	324,112.67
09/01/15	298,687.26	25,425.41	324,112.67
03/01/16	303,712.98	20,399.69	324,112.67
09/01/16	308,823.25	15,289.42	324,112.67
03/01/17	314,019.51	10,093.16	324,112.67
08/13/17	285,834.95	4,408.67	290,243.62
Totals	<u>3,202,223.62</u>	<u>329,146.70</u>	<u>3,531,370.32</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N802AE)
(MSN 145471)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	270,182.70	53,929.97	324,112.67
03/01/13	274,728.79	49,383.88	324,112.67
09/01/13	279,351.38	44,761.29	324,112.67
03/01/14	284,051.75	40,060.92	324,112.67
09/01/14	288,831.21	35,281.46	324,112.67
03/01/15	293,691.08	30,421.59	324,112.67
09/01/15	298,632.73	25,479.94	324,112.67
03/01/16	303,657.52	20,455.15	324,112.67
09/01/16	308,766.87	15,345.80	324,112.67
03/01/17	313,962.18	10,150.49	324,112.67
08/15/17	289,299.64	4,516.20	293,815.84
Totals	<u>3,205,155.85</u>	<u>329,786.69</u>	<u>3,534,942.54</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N803AE)
(MSN 145483)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	270,034.69	54,077.98	324,112.67
03/01/13	274,578.29	49,534.38	324,112.67
09/01/13	279,198.35	44,914.32	324,112.67
03/01/14	283,896.14	40,216.53	324,112.67
09/01/14	288,672.98	35,439.69	324,112.67
03/01/15	293,530.19	30,582.48	324,112.67
09/01/15	298,469.13	25,643.54	324,112.67
03/01/16	303,491.18	20,621.49	324,112.67
09/01/16	308,597.72	15,514.95	324,112.67
03/01/17	313,790.19	10,322.48	324,112.67
08/21/17	299,693.61	4,846.55	304,540.16
<u>Totals</u>	<u>3,213,952.47</u>	<u>331,714.39</u>	<u>3,545,666.86</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N804AE)
(MSN 145487)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	268,690.08	50,619.47	319,309.55
03/01/13	272,941.51	46,368.04	319,309.55
09/01/13	277,260.22	42,049.33	319,309.55
03/01/14	281,647.26	37,662.29	319,309.55
09/01/14	286,103.71	33,205.84	319,309.55
03/01/15	290,630.68	28,678.87	319,309.55
09/01/15	295,229.28	24,080.27	319,309.55
03/01/16	299,900.64	19,408.91	319,309.55
09/01/16	304,645.91	14,663.64	319,309.55
03/01/17	309,466.27	9,843.28	319,309.55
08/31/17	312,627.56	5,029.09	317,656.65
Totals	<u>3,199,143.12</u>	<u>311,609.03</u>	<u>3,510,752.15</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N805AE)
(MSN 145489)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	268,690.08	50,619.47	319,309.55
03/01/13	272,941.51	46,368.04	319,309.55
09/01/13	277,260.22	42,049.33	319,309.55
03/01/14	281,647.26	37,662.29	319,309.55
09/01/14	286,103.71	33,205.84	319,309.55
03/01/15	290,630.68	28,678.87	319,309.55
09/01/15	295,229.28	24,080.27	319,309.55
03/01/16	299,900.64	19,408.91	319,309.55
09/01/16	304,645.91	14,663.64	319,309.55
03/01/17	309,466.27	9,843.28	319,309.55
08/31/17	312,627.56	5,029.09	317,656.65
Totals	<u>3,199,143.12</u>	<u>311,609.03</u>	<u>3,510,752.15</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N806AE)
(MSN 145503)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	267,290.16	42,834.89	310,125.05
03/01/13	270,892.11	39,232.94	310,125.05
09/01/13	274,542.60	35,582.45	310,125.05
03/01/14	278,242.29	31,882.76	310,125.05
09/01/14	281,991.83	28,133.22	310,125.05
03/01/15	285,791.90	24,333.15	310,125.05
09/01/15	289,643.18	20,481.87	310,125.05
03/01/16	293,546.35	16,578.70	310,125.05
09/01/16	297,502.13	12,622.92	310,125.05
03/01/17	301,511.21	8,613.84	310,125.05
09/01/17	305,574.32	4,550.73	310,125.05
09/20/17	32,121.69	45.69	32,167.38
Totals	3,178,649.77	264,893.16	3,443,542.93

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N807AE)
(MSN 145506)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	267,290.16	42,834.89	310,125.05
03/01/13	270,892.11	39,232.94	310,125.05
09/01/13	274,542.60	35,582.45	310,125.05
03/01/14	278,242.29	31,882.76	310,125.05
09/01/14	281,991.83	28,133.22	310,125.05
03/01/15	285,791.90	24,333.15	310,125.05
09/01/15	289,643.18	20,481.87	310,125.05
03/01/16	293,546.35	16,578.70	310,125.05
09/01/16	297,502.13	12,622.92	310,125.05
03/01/17	301,511.21	8,613.84	310,125.05
09/01/17	305,574.32	4,550.73	310,125.05
09/20/17	32,121.69	45.69	32,167.38
Totals	3,178,649.77	264,893.16	3,443,542.93

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N808AE)
(MSN 145519)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	263,246.35	38,375.50	301,621.85
03/01/13	266,439.70	35,182.15	301,621.85
09/01/13	269,671.80	31,950.05	301,621.85
03/01/14	272,943.10	28,678.75	301,621.85
09/01/14	276,254.08	25,367.77	301,621.85
03/01/15	279,605.23	22,016.62	301,621.85
09/01/15	282,997.03	18,624.82	301,621.85
03/01/16	286,429.98	15,191.87	301,621.85
09/01/16	289,904.56	11,717.29	301,621.85
03/01/17	293,421.30	8,200.55	301,621.85
09/01/17	296,980.70	4,641.15	301,621.85
10/23/17	85,615.27	300.03	85,915.30
Totals	3,163,509.10	240,246.55	3,403,755.65

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N809AE)
(MSN 145521)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	263,246.35	38,375.50	301,621.85
03/01/13	266,439.70	35,182.15	301,621.85
09/01/13	269,671.80	31,950.05	301,621.85
03/01/14	272,943.10	28,678.75	301,621.85
09/01/14	276,254.08	25,367.77	301,621.85
03/01/15	279,605.23	22,016.62	301,621.85
09/01/15	282,997.03	18,624.82	301,621.85
03/01/16	286,429.98	15,191.87	301,621.85
09/01/16	289,904.56	11,717.29	301,621.85
03/01/17	293,421.30	8,200.55	301,621.85
09/01/17	296,980.70	4,641.15	301,621.85
10/23/17	85,615.27	300.03	85,915.30
Totals	3,163,509.10	240,246.55	3,403,755.65

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N810AE)
(MSN 145525)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,759.56	37,312.18	300,071.74
03/01/13	265,858.55	34,213.19	300,071.74
09/01/13	268,994.10	31,077.64	300,071.74
03/01/14	272,166.63	27,905.11	300,071.74
09/01/14	275,376.57	24,695.17	300,071.74
03/01/15	278,624.37	21,447.37	300,071.74
09/01/15	281,910.47	18,161.27	300,071.74
03/01/16	285,235.34	14,836.40	300,071.74
09/01/16	288,599.41	11,472.33	300,071.74
03/01/17	292,003.16	8,068.58	300,071.74
09/01/17	295,447.06	4,624.68	300,071.74
10/30/17	96,673.40	373.72	97,047.12
Totals	3,163,648.62	234,187.64	3,397,836.26

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N811AE)
(MSN 145529)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,605.36	38,822.83	301,428.19
03/01/13	265,790.94	35,637.25	301,428.19
09/01/13	269,015.16	32,413.03	301,428.19
03/01/14	272,278.50	29,149.69	301,428.19
09/01/14	275,581.42	25,846.77	301,428.19
03/01/15	278,924.41	22,503.78	301,428.19
09/01/15	282,307.95	19,120.24	301,428.19
03/01/16	285,732.54	15,695.65	301,428.19
09/01/16	289,198.67	12,229.52	301,428.19
03/01/17	292,706.84	8,721.35	301,428.19
09/01/17	296,257.57	5,170.62	301,428.19
11/19/17	129,985.71	692.04	130,677.75
Totals	3,200,385.07	246,002.77	3,446,387.84

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N812AE)
(MSN 145531)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,605.36	38,822.83	301,428.19
03/01/13	265,790.94	35,637.25	301,428.19
09/01/13	269,015.16	32,413.03	301,428.19
03/01/14	272,278.50	29,149.69	301,428.19
09/01/14	275,581.42	25,846.77	301,428.19
03/01/15	278,924.41	22,503.78	301,428.19
09/01/15	282,307.95	19,120.24	301,428.19
03/01/16	285,732.54	15,695.65	301,428.19
09/01/16	289,198.67	12,229.52	301,428.19
03/01/17	292,706.84	8,721.35	301,428.19
09/01/17	296,257.57	5,170.62	301,428.19
11/19/17	129,985.71	692.04	130,677.75
Totals	3,200,385.07	246,002.77	3,446,387.84

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N813AE)
(MSN 145539)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	266,099.09	53,125.47	319,224.56
03/01/13	270,309.53	48,915.03	319,224.56
09/01/13	274,586.59	44,637.97	319,224.56
03/01/14	278,931.32	40,293.24	319,224.56
09/01/14	283,344.80	35,879.76	319,224.56
03/01/15	287,828.12	31,396.44	319,224.56
09/01/15	292,382.37	26,842.19	319,224.56
03/01/16	297,008.68	22,215.88	319,224.56
09/01/16	301,708.20	17,516.36	319,224.56
03/01/17	306,482.07	12,742.49	319,224.56
09/01/17	311,331.48	7,893.08	319,224.56
12/18/17	187,509.66	1,780.16	189,289.82
Totals	3,357,521.91	343,238.07	3,700,759.98

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N814AE)
(MSN 145541)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	266,099.09	53,125.47	319,224.56
03/01/13	270,309.53	48,915.03	319,224.56
09/01/13	274,586.59	44,637.97	319,224.56
03/01/14	278,931.32	40,293.24	319,224.56
09/01/14	283,344.80	35,879.76	319,224.56
03/01/15	287,828.12	31,396.44	319,224.56
09/01/15	292,382.37	26,842.19	319,224.56
03/01/16	297,008.68	22,215.88	319,224.56
09/01/16	301,708.20	17,516.36	319,224.56
03/01/17	306,482.07	12,742.49	319,224.56
09/01/17	311,331.48	7,893.08	319,224.56
12/18/17	187,509.66	1,780.16	189,289.82
Totals	3,357,521.91	343,238.07	3,700,759.98

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N815AE)
(MSN 145545)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,581.39	47,834.97	313,416.36
03/01/13	269,338.63	44,077.73	313,416.36
09/01/13	273,149.02	40,267.34	313,416.36
03/01/14	277,013.32	36,403.04	313,416.36
09/01/14	280,932.28	32,484.08	313,416.36
03/01/15	284,906.69	28,509.67	313,416.36
09/01/15	288,937.33	24,479.03	313,416.36
03/01/16	293,024.98	20,391.38	313,416.36
09/01/16	297,170.47	16,245.89	313,416.36
03/01/17	301,374.61	12,041.75	313,416.36
09/01/17	305,638.22	7,778.14	313,416.36
01/22/18	244,162.19	2,744.18	246,906.37
Totals	3,381,229.13	313,257.20	3,694,486.33

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N816AE)
(MSN 145552)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,581.39	47,834.97	313,416.36
03/01/13	269,338.63	44,077.73	313,416.36
09/01/13	273,149.02	40,267.34	313,416.36
03/01/14	277,013.32	36,403.04	313,416.36
09/01/14	280,932.28	32,484.08	313,416.36
03/01/15	284,906.69	28,509.67	313,416.36
09/01/15	288,937.33	24,479.03	313,416.36
03/01/16	293,024.98	20,391.38	313,416.36
09/01/16	297,170.47	16,245.89	313,416.36
03/01/17	301,374.61	12,041.75	313,416.36
09/01/17	305,638.22	7,778.14	313,416.36
01/22/18	244,162.19	2,744.18	246,906.37
Totals	3,381,229.13	313,257.20	3,694,486.33

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N817AE)
(MSN 145554)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,765.17	49,848.50	315,613.67
03/01/13	269,614.16	45,999.51	315,613.67
09/01/13	273,518.90	42,094.77	315,613.67
03/01/14	277,480.19	38,133.48	315,613.67
09/01/14	281,498.85	34,114.82	315,613.67
03/01/15	285,575.71	30,037.96	315,613.67
09/01/15	289,711.61	25,902.06	315,613.67
03/01/16	293,907.41	21,706.26	315,613.67
09/01/16	298,163.97	17,449.70	315,613.67
03/01/17	302,482.18	13,131.49	315,613.67
09/01/17	306,862.94	8,750.73	315,613.67
02/21/18	297,357.37	4,139.06	301,496.43
Totals	3,441,938.46	331,308.34	3,773,246.80

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N818AE)
(MSN 145561)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,743.92	49,869.75	315,613.67
03/01/13	269,592.61	46,021.06	315,613.67
09/01/13	273,497.03	42,116.64	315,613.67
03/01/14	277,458.00	38,155.67	315,613.67
09/01/14	281,476.34	34,137.33	315,613.67
03/01/15	285,552.87	30,060.80	315,613.67
09/01/15	289,688.44	25,925.23	315,613.67
03/01/16	293,883.91	21,729.76	315,613.67
09/01/16	298,140.13	17,473.54	315,613.67
03/01/17	302,458.00	13,155.67	315,613.67
09/01/17	306,838.40	8,775.27	315,613.67
02/22/18	299,076.18	4,187.04	303,263.22
Totals	3,443,405.83	331,607.76	3,775,013.59

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N819AE)
(MSN 145566)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,743.92	49,869.75	315,613.67
03/01/13	269,592.61	46,021.06	315,613.67
09/01/13	273,497.03	42,116.64	315,613.67
03/01/14	277,458.00	38,155.67	315,613.67
09/01/14	281,476.34	34,137.33	315,613.67
03/01/15	285,552.87	30,060.80	315,613.67
09/01/15	289,688.44	25,925.23	315,613.67
03/01/16	293,883.91	21,729.76	315,613.67
09/01/16	298,140.13	17,473.54	315,613.67
03/01/17	302,458.00	13,155.67	315,613.67
09/01/17	306,838.40	8,775.27	315,613.67
02/22/18	299,076.18	4,187.04	303,263.22
Totals	3,443,405.83	331,607.76	3,775,013.59

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N820AE)
(MSN 145576)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	269,188.47	61,611.07	330,799.54
03/01/13	273,807.75	56,991.79	330,799.54
09/01/13	278,506.30	52,293.24	330,799.54
03/01/14	283,285.48	47,514.06	330,799.54
09/01/14	288,146.67	42,652.87	330,799.54
03/01/15	293,091.27	37,708.27	330,799.54
09/01/15	298,120.73	32,678.81	330,799.54
03/01/16	303,236.49	27,563.05	330,799.54
09/01/16	308,440.03	22,359.51	330,799.54
03/01/17	313,732.87	17,066.67	330,799.54
09/01/17	319,116.54	11,683.00	330,799.54
03/01/18	324,592.58	6,206.96	330,799.54
03/22/18	37,117.42	74.31	37,191.73
Totals	3,590,382.60	416,403.61	4,006,786.21

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N821AE)
(MSN 145577)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	269,188.47	61,611.07	330,799.54
03/01/13	273,807.75	56,991.79	330,799.54
09/01/13	278,506.30	52,293.24	330,799.54
03/01/14	283,285.48	47,514.06	330,799.54
09/01/14	288,146.67	42,652.87	330,799.54
03/01/15	293,091.27	37,708.27	330,799.54
09/01/15	298,120.73	32,678.81	330,799.54
03/01/16	303,236.49	27,563.05	330,799.54
09/01/16	308,440.03	22,359.51	330,799.54
03/01/17	313,732.87	17,066.67	330,799.54
09/01/17	319,116.54	11,683.00	330,799.54
03/01/18	324,592.58	6,206.96	330,799.54
03/22/18	37,117.42	74.31	37,191.73
Totals	3,590,382.60	416,403.61	4,006,786.21

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N822AE)
(MSN 145581)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	267,777.26	59,372.12	327,149.38
03/01/13	272,193.35	54,956.03	327,149.38
09/01/13	276,682.26	50,467.12	327,149.38
03/01/14	281,245.21	45,904.17	327,149.38
09/01/14	285,883.41	41,265.97	327,149.38
03/01/15	290,598.09	36,551.29	327,149.38
09/01/15	295,390.54	31,758.84	327,149.38
03/01/16	300,262.01	26,887.37	327,149.38
09/01/16	305,213.83	21,935.55	327,149.38
03/01/17	310,247.31	16,902.07	327,149.38
09/01/17	315,363.80	11,785.58	327,149.38
03/01/18	320,564.66	6,584.72	327,149.38
04/15/18	78,711.19	324.52	79,035.71
Totals	3,600,132.92	404,695.35	4,004,828.27

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N823AE)
(MSN 145582)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	266,852.56	55,435.74	322,288.30
03/01/13	270,985.55	51,302.75	322,288.30
09/01/13	275,182.56	47,105.74	322,288.30
03/01/14	279,444.57	42,843.73	322,288.30
09/01/14	283,772.58	38,515.72	322,288.30
03/01/15	288,167.64	34,120.66	322,288.30
09/01/15	292,630.75	29,657.55	322,288.30
03/01/16	297,163.00	25,125.30	322,288.30
09/01/16	301,765.44	20,522.86	322,288.30
03/01/17	306,439.16	15,849.14	322,288.30
09/01/17	311,185.27	11,103.03	322,288.30
03/01/18	316,004.89	6,283.41	322,288.30
04/22/18	89,692.38	401.31	90,093.69
Totals	3,579,286.35	378,266.94	3,957,553.29

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N824AE)
(MSN 145584)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	266,852.56	55,435.74	322,288.30
03/01/13	270,985.55	51,302.75	322,288.30
09/01/13	275,182.56	47,105.74	322,288.30
03/01/14	279,444.57	42,843.73	322,288.30
09/01/14	283,772.58	38,515.72	322,288.30
03/01/15	288,167.64	34,120.66	322,288.30
09/01/15	292,630.75	29,657.55	322,288.30
03/01/16	297,163.00	25,125.30	322,288.30
09/01/16	301,765.44	20,522.86	322,288.30
03/01/17	306,439.16	15,849.14	322,288.30
09/01/17	311,185.27	11,103.03	322,288.30
03/01/18	316,004.89	6,283.41	322,288.30
04/22/18	89,692.38	401.31	90,093.69
Totals	3,579,286.35	378,266.94	3,957,553.29

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N825AE)
(MSN 145589)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	267,063.06	56,044.33	323,107.39
03/01/13	271,199.31	51,908.08	323,107.39
09/01/13	275,399.63	47,707.76	323,107.39
03/01/14	279,665.00	43,442.39	323,107.39
09/01/14	283,996.43	39,110.96	323,107.39
03/01/15	288,394.95	34,712.44	323,107.39
09/01/15	292,861.59	30,245.80	323,107.39
03/01/16	297,397.41	25,709.98	323,107.39
09/01/16	302,003.48	21,103.91	323,107.39
03/01/17	306,680.89	16,426.50	323,107.39
09/01/17	311,430.74	11,676.65	323,107.39
03/01/18	316,254.16	6,853.23	323,107.39
05/13/18	126,234.36	792.91	127,027.27
Totals	3,618,581.01	385,734.94	4,004,315.95

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N826AE)
(MSN 145592)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	266,907.15	56,200.24	323,107.39
03/01/13	271,041.00	52,066.39	323,107.39
09/01/13	275,238.86	47,868.53	323,107.39
03/01/14	279,501.74	43,605.65	323,107.39
09/01/14	283,830.64	39,276.75	323,107.39
03/01/15	288,226.59	34,880.80	323,107.39
09/01/15	292,690.63	30,416.76	323,107.39
03/01/16	297,223.80	25,883.59	323,107.39
09/01/16	301,827.18	21,280.21	323,107.39
03/01/17	306,501.86	16,605.53	323,107.39
09/01/17	311,248.94	11,858.45	323,107.39
03/01/18	316,069.54	7,037.85	323,107.39
05/20/18	138,339.04	952.26	139,291.30
Totals	3,628,646.97	387,933.01	4,016,579.98

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N827AE)
(MSN 145602)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,798.17	50,085.07	315,883.24
03/01/13	269,469.31	46,413.93	315,883.24
09/01/13	273,191.16	42,692.08	315,883.24
03/01/14	276,964.40	38,918.84	315,883.24
09/01/14	280,789.76	35,093.48	315,883.24
03/01/15	284,667.96	31,215.28	315,883.24
09/01/15	288,599.72	27,283.52	315,883.24
03/01/16	292,585.79	23,297.45	315,883.24
09/01/16	296,626.90	19,256.34	315,883.24
03/01/17	300,723.84	15,159.40	315,883.24
09/01/17	304,877.36	11,005.88	315,883.24
03/01/18	309,088.25	6,794.99	315,883.24
06/17/18	182,883.80	1,515.57	184,399.37
Totals	3,626,266.42	348,731.83	3,974,998.25

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N828AE)
(MSN 145604)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	264,932.36	46,155.83	311,088.19
03/01/13	268,324.49	42,763.70	311,088.19
09/01/13	271,760.03	39,328.16	311,088.19
03/01/14	275,239.58	35,848.61	311,088.19
09/01/14	278,763.67	32,324.52	311,088.19
03/01/15	282,332.88	28,755.31	311,088.19
09/01/15	285,947.79	25,140.40	311,088.19
03/01/16	289,608.98	21,479.21	311,088.19
09/01/16	293,317.06	17,771.13	311,088.19
03/01/17	297,072.60	14,015.59	311,088.19
09/01/17	300,876.24	10,211.95	311,088.19
03/01/18	304,728.57	6,359.62	311,088.19
06/24/18	191,972.16	1,570.36	193,542.52
Totals	3,604,876.41	321,724.39	3,926,600.80

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N829AE)
(MSN 145609)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	264,858.97	46,229.22	311,088.19
03/01/13	268,250.16	42,838.03	311,088.19
09/01/13	271,684.76	39,403.43	311,088.19
03/01/14	275,163.33	35,924.86	311,088.19
09/01/14	278,686.45	32,401.74	311,088.19
03/01/15	282,254.67	28,833.52	311,088.19
09/01/15	285,868.58	25,219.61	311,088.19
03/01/16	289,528.76	21,559.43	311,088.19
09/01/16	293,235.80	17,852.39	311,088.19
03/01/17	296,990.31	14,097.88	311,088.19
09/01/17	300,792.89	10,295.30	311,088.19
03/01/18	304,644.16	6,444.03	311,088.19
06/28/18	198,649.45	1,681.51	200,330.96
Totals	3,610,608.29	322,780.95	3,933,389.24

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N830AE)
(MSN 145615)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,550.26	42,913.66	308,463.92
03/01/13	268,682.17	39,781.75	308,463.92
09/01/13	271,851.01	36,612.91	308,463.92
03/01/14	275,057.23	33,406.69	308,463.92
09/01/14	278,301.27	30,162.65	308,463.92
03/01/15	281,583.56	26,880.36	308,463.92
09/01/15	284,904.57	23,559.35	308,463.92
03/01/16	288,264.74	20,199.18	308,463.92
09/01/16	291,664.55	16,799.37	308,463.92
03/01/17	295,104.44	13,359.48	308,463.92
09/01/17	298,584.92	9,879.00	308,463.92
03/01/18	302,106.44	6,357.48	308,463.92
07/22/18	236,935.70	2,220.02	239,155.72
Totals	3,638,590.86	302,131.90	3,940,722.76

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N831AE)
(MSN 145616)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	265,550.26	42,913.66	308,463.92
03/01/13	268,682.17	39,781.75	308,463.92
09/01/13	271,851.01	36,612.91	308,463.92
03/01/14	275,057.23	33,406.69	308,463.92
09/01/14	278,301.27	30,162.65	308,463.92
03/01/15	281,583.56	26,880.36	308,463.92
09/01/15	284,904.57	23,559.35	308,463.92
03/01/16	288,264.74	20,199.18	308,463.92
09/01/16	291,664.55	16,799.37	308,463.92
03/01/17	295,104.44	13,359.48	308,463.92
09/01/17	298,584.92	9,879.00	308,463.92
03/01/18	302,106.44	6,357.48	308,463.92
07/22/18	236,935.70	2,220.02	239,155.72
Totals	3,638,590.86	302,131.90	3,940,722.76

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N832AE)
(MSN 145627)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	264,417.31	35,463.54	299,880.85
03/01/13	267,000.54	32,880.31	299,880.85
09/01/13	269,609.01	30,271.84	299,880.85
03/01/14	272,242.97	27,637.88	299,880.85
09/01/14	274,902.65	24,978.20	299,880.85
03/01/15	277,588.32	22,292.53	299,880.85
09/01/15	280,300.23	19,580.62	299,880.85
03/01/16	283,038.63	16,842.22	299,880.85
09/01/16	285,803.78	14,077.07	299,880.85
03/01/17	288,595.94	11,284.91	299,880.85
09/01/17	291,415.39	8,465.46	299,880.85
03/01/18	294,262.38	5,618.47	299,880.85
08/22/18	280,839.29	2,652.21	283,491.50
Totals	3,630,016.44	252,045.26	3,882,061.70

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N833AE)
(MSN 145629)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	264,107.15	34,203.52	298,310.67
03/01/13	266,598.11	31,712.56	298,310.67
09/01/13	269,112.57	29,198.10	298,310.67
03/01/14	271,650.75	26,659.92	298,310.67
09/01/14	274,212.86	24,097.81	298,310.67
03/01/15	276,799.14	21,511.53	298,310.67
09/01/15	279,409.81	18,900.86	298,310.67
03/01/16	282,045.11	16,265.56	298,310.67
09/01/16	284,705.26	13,605.41	298,310.67
03/01/17	287,390.50	10,920.17	298,310.67
09/01/17	290,101.07	8,209.60	298,310.67
03/01/18	292,837.20	5,473.47	298,310.67
08/27/18	287,492.89	2,696.47	290,189.36
Totals	3,626,462.42	243,454.98	3,869,917.40

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N834AE)
(MSN 145631)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	263,838.25	32,904.24	296,742.49
03/01/13	266,237.38	30,505.11	296,742.49
09/01/13	268,658.31	28,084.18	296,742.49
03/01/14	271,101.26	25,641.23	296,742.49
09/01/14	273,566.43	23,176.06	296,742.49
03/01/15	276,054.01	20,688.48	296,742.49
09/01/15	278,564.21	18,178.28	296,742.49
03/01/16	281,097.24	15,645.25	296,742.49
09/01/16	283,653.29	13,089.20	296,742.49
03/01/17	286,232.59	10,509.90	296,742.49
09/01/17	288,835.35	7,907.14	296,742.49
03/01/18	291,461.77	5,280.72	296,742.49
08/29/18	289,273.84	2,645.02	291,918.86
Totals	3,618,573.93	234,254.81	3,852,828.74

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N835AE)
(MSN 145634)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,718.32	27,813.41	290,531.73
03/01/13	264,751.22	25,780.51	290,531.73
09/01/13	266,799.85	23,731.88	290,531.73
03/01/14	268,864.33	21,667.40	290,531.73
09/01/14	270,944.79	19,586.94	290,531.73
03/01/15	273,041.35	17,490.38	290,531.73
09/01/15	275,154.12	15,377.61	290,531.73
03/01/16	277,283.25	13,248.48	290,531.73
09/01/16	279,428.85	11,102.88	290,531.73
03/01/17	281,591.05	8,940.68	290,531.73
09/01/17	283,769.99	6,761.74	290,531.73
03/01/18	285,965.78	4,565.95	290,531.73
09/01/18	288,178.57	2,353.16	290,531.73
09/11/18	15,928.25	6.85	15,935.10
Totals	3,594,419.72	198,427.87	3,792,847.59

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N836AE)
(MSN 145635)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,718.32	27,813.41	290,531.73
03/01/13	264,751.22	25,780.51	290,531.73
09/01/13	266,799.85	23,731.88	290,531.73
03/01/14	268,864.33	21,667.40	290,531.73
09/01/14	270,944.79	19,586.94	290,531.73
03/01/15	273,041.35	17,490.38	290,531.73
09/01/15	275,154.12	15,377.61	290,531.73
03/01/16	277,283.25	13,248.48	290,531.73
09/01/16	279,428.85	11,102.88	290,531.73
03/01/17	281,591.05	8,940.68	290,531.73
09/01/17	283,769.99	6,761.74	290,531.73
03/01/18	285,965.78	4,565.95	290,531.73
09/01/18	288,178.57	2,353.16	290,531.73
09/11/18	15,928.25	6.85	15,935.10
Totals	3,594,419.72	198,427.87	3,792,847.59

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N837AE)
(MSN 145647)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,182.29	29,437.28	290,619.57
03/01/13	263,291.89	27,327.68	290,619.57
09/01/13	265,418.53	25,201.04	290,619.57
03/01/14	267,562.34	23,057.23	290,619.57
09/01/14	269,723.47	20,896.10	290,619.57
03/01/15	271,902.06	18,717.51	290,619.57
09/01/15	274,098.24	16,521.33	290,619.57
03/01/16	276,312.17	14,307.40	290,619.57
09/01/16	278,543.97	12,075.60	290,619.57
03/01/17	280,793.80	9,825.77	290,619.57
09/01/17	283,061.80	7,557.77	290,619.57
03/01/18	285,348.13	5,271.44	290,619.57
09/01/18	287,652.92	2,966.65	290,619.57
10/21/18	79,638.48	178.68	79,817.16
Totals	3,644,530.09	213,341.48	3,857,871.57

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N838AE)
(MSN 145651)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	261,959.77	34,874.68	296,834.45
03/01/13	264,430.49	32,403.96	296,834.45
09/01/13	266,924.50	29,909.95	296,834.45
03/01/14	269,442.04	27,392.41	296,834.45
09/01/14	271,983.32	24,851.13	296,834.45
03/01/15	274,548.58	22,285.87	296,834.45
09/01/15	277,138.02	19,696.43	296,834.45
03/01/16	279,751.89	17,082.56	296,834.45
09/01/16	282,390.41	14,444.04	296,834.45
03/01/17	285,053.82	11,780.63	296,834.45
09/01/17	287,742.35	9,092.10	296,834.45
03/01/18	290,456.23	6,378.22	296,834.45
09/01/18	293,195.71	3,638.74	296,834.45
10/28/18	92,604.85	276.58	92,881.43
<u>Totals</u>	<u>3,697,621.98</u>	<u>254,107.30</u>	<u>3,951,729.28</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N839AE)
(MSN 145653)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	260,625.04	26,911.59	287,536.63
03/01/13	262,553.35	24,983.28	287,536.63
09/01/13	264,495.92	23,040.71	287,536.63
03/01/14	266,452.86	21,083.77	287,536.63
09/01/14	268,424.29	19,112.34	287,536.63
03/01/15	270,410.29	17,126.34	287,536.63
09/01/15	272,411.00	15,125.63	287,536.63
03/01/16	274,426.50	13,110.13	287,536.63
09/01/16	276,456.92	11,079.71	287,536.63
03/01/17	278,502.36	9,034.27	287,536.63
09/01/17	280,562.94	6,973.69	287,536.63
03/01/18	282,638.76	4,897.87	287,536.63
09/01/18	284,729.94	2,806.69	287,536.63
10/31/18	94,615.96	233.35	94,849.31
Totals	3,637,306.13	195,519.37	3,832,825.50

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N840AE)
(MSN 145656)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	260,101.32	25,703.97	285,805.29
03/01/13	261,937.43	23,867.86	285,805.29
09/01/13	263,786.49	22,018.80	285,805.29
03/01/14	265,648.62	20,156.67	285,805.29
09/01/14	267,523.89	18,281.40	285,805.29
03/01/15	269,412.39	16,392.90	285,805.29
09/01/15	271,314.23	14,491.06	285,805.29
03/01/16	273,229.49	12,575.80	285,805.29
09/01/16	275,158.27	10,647.02	285,805.29
03/01/17	277,100.67	8,704.62	285,805.29
09/01/17	279,056.78	6,748.51	285,805.29
03/01/18	281,026.70	4,778.59	285,805.29
09/01/18	283,010.52	2,794.77	285,805.29
11/12/18	112,893.51	318.78	113,212.29
Totals	3,641,200.31	187,480.75	3,828,681.06

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N841AE)
(MSN 145667)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	260,348.86	27,386.34	287,735.20
03/01/13	262,275.12	25,460.08	287,735.20
09/01/13	264,215.64	23,519.56	287,735.20
03/01/14	266,170.51	21,564.69	287,735.20
09/01/14	268,139.84	19,595.36	287,735.20
03/01/15	270,123.75	17,611.45	287,735.20
09/01/15	272,122.33	15,612.87	287,735.20
03/01/16	274,135.70	13,599.50	287,735.20
09/01/16	276,163.96	11,571.24	287,735.20
03/01/17	278,207.24	9,527.96	287,735.20
09/01/17	280,265.63	7,469.57	287,735.20
03/01/18	282,339.25	5,395.95	287,735.20
09/01/18	284,428.21	3,306.99	287,735.20
12/13/18	162,536.28	688.14	163,224.42
Totals	<u>3,701,472.32</u>	<u>202,309.70</u>	<u>3,903,782.02</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N842AE)
(MSN 145673)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	260,285.21	27,449.99	287,735.20
03/01/13	262,211.00	25,524.20	287,735.20
09/01/13	264,151.04	23,584.16	287,735.20
03/01/14	266,105.43	21,629.77	287,735.20
09/01/14	268,074.29	19,660.91	287,735.20
03/01/15	270,057.70	17,677.50	287,735.20
09/01/15	272,055.80	15,679.40	287,735.20
03/01/16	274,068.68	13,666.52	287,735.20
09/01/16	276,096.45	11,638.75	287,735.20
03/01/17	278,139.22	9,595.98	287,735.20
09/01/17	280,197.11	7,538.09	287,735.20
03/01/18	282,270.22	5,464.98	287,735.20
09/01/18	284,358.67	3,376.53	287,735.20
12/19/18	172,004.42	770.64	172,775.06
Totals	3,710,075.24	203,257.42	3,913,332.66

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N843AE)
(MSN 145680)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,888.89	28,020.85	289,909.74
03/01/13	263,826.54	26,083.20	289,909.74
09/01/13	265,778.53	24,131.21	289,909.74
03/01/14	267,744.97	22,164.77	289,909.74
09/01/14	269,725.95	20,183.79	289,909.74
03/01/15	271,721.59	18,188.15	289,909.74
09/01/15	273,731.99	16,177.75	289,909.74
03/01/16	275,757.28	14,152.46	289,909.74
09/01/16	277,797.54	12,112.20	289,909.74
03/01/17	279,852.90	10,056.84	289,909.74
09/01/17	281,923.47	7,986.27	289,909.74
03/01/18	284,009.35	5,900.39	289,909.74
09/01/18	286,110.67	3,799.07	289,909.74
01/22/19	227,362.55	1,336.42	228,698.97
Totals	3,787,232.22	210,293.37	3,997,525.59

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N844AE)
(MSN 145682)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	261,888.89	28,020.85	289,909.74
03/01/13	263,826.54	26,083.20	289,909.74
09/01/13	265,778.53	24,131.21	289,909.74
03/01/14	267,744.97	22,164.77	289,909.74
09/01/14	269,725.95	20,183.79	289,909.74
03/01/15	271,721.59	18,188.15	289,909.74
09/01/15	273,731.99	16,177.75	289,909.74
03/01/16	275,757.28	14,152.46	289,909.74
09/01/16	277,797.54	12,112.20	289,909.74
03/01/17	279,852.90	10,056.84	289,909.74
09/01/17	281,923.47	7,986.27	289,909.74
03/01/18	284,009.35	5,900.39	289,909.74
09/01/18	286,110.67	3,799.07	289,909.74
01/22/19	227,362.55	1,336.42	228,698.97
<u>Totals</u>	<u>3,787,232.22</u>	<u>210,293.37</u>	<u>3,997,525.59</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N845AE)
(MSN 145685)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	261,457.85	25,358.59	286,816.44
03/01/13	263,214.68	23,601.76	286,816.44
09/01/13	264,983.32	21,833.12	286,816.44
03/01/14	266,763.84	20,052.60	286,816.44
09/01/14	268,556.33	18,260.11	286,816.44
03/01/15	270,360.86	16,455.58	286,816.44
09/01/15	272,177.51	14,638.93	286,816.44
03/01/16	274,006.38	12,810.06	286,816.44
09/01/16	275,847.53	10,968.91	286,816.44
03/01/17	277,701.05	9,115.39	286,816.44
09/01/17	279,567.03	7,249.41	286,816.44
03/01/18	281,445.54	5,370.90	286,816.44
09/01/18	283,336.68	3,479.76	286,816.44
01/28/19	234,532.62	1,304.50	235,837.12
<u>Totals</u>	<u>3,773,951.22</u>	<u>190,499.62</u>	<u>3,964,450.84</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N846AE)
(MSN 145692)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	259,101.80	24,016.09	283,117.89
03/01/13	260,754.75	22,363.14	283,117.89
09/01/13	262,418.25	20,699.64	283,117.89
03/01/14	264,092.36	19,025.53	283,117.89
09/01/14	265,777.15	17,340.74	283,117.89
03/01/15	267,472.69	15,645.20	283,117.89
09/01/15	269,179.04	13,938.85	283,117.89
03/01/16	270,896.29	12,221.60	283,117.89
09/01/16	272,624.48	10,493.41	283,117.89
03/01/17	274,363.70	8,754.19	283,117.89
09/01/17	276,114.01	7,003.88	283,117.89
03/01/18	277,875.50	5,242.39	283,117.89
09/01/18	279,648.22	3,469.67	283,117.89
02/18/19	264,226.18	1,592.00	265,818.18
Totals	3,764,544.42	181,806.33	3,946,350.75

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N847AE)
(MSN 145707)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,768.84	24,739.41	286,508.25
03/01/13	263,438.81	23,069.44	286,508.25
09/01/13	265,119.43	21,388.82	286,508.25
03/01/14	266,810.77	19,697.48	286,508.25
09/01/14	268,512.91	17,995.34	286,508.25
03/01/15	270,225.89	16,282.36	286,508.25
09/01/15	271,949.81	14,558.44	286,508.25
03/01/16	273,684.73	12,823.52	286,508.25
09/01/16	275,430.71	11,077.54	286,508.25
03/01/17	277,187.84	9,320.41	286,508.25
09/01/17	278,956.17	7,552.08	286,508.25
03/01/18	280,735.78	5,772.47	286,508.25
09/01/18	282,526.75	3,981.50	286,508.25
03/01/19	284,329.14	2,179.11	286,508.25
04/07/19	57,247.96	75.07	57,323.03
Totals	3,877,925.54	190,512.99	4,068,438.53

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N848AE)
(MSN 145710)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,866.64	27,250.41	289,117.05
03/01/13	263,693.67	25,423.38	289,117.05
09/01/13	265,533.45	23,583.60	289,117.05
03/01/14	267,386.06	21,730.99	289,117.05
09/01/14	269,251.59	19,865.46	289,117.05
03/01/15	271,130.15	17,986.90	289,117.05
09/01/15	273,021.81	16,095.24	289,117.05
03/01/16	274,926.66	14,190.39	289,117.05
09/01/16	276,844.81	12,272.24	289,117.05
03/01/17	278,776.34	10,340.71	289,117.05
09/01/17	280,721.35	8,395.70	289,117.05
03/01/18	282,679.93	6,437.12	289,117.05
09/01/18	284,652.17	4,464.88	289,117.05
03/01/19	286,638.17	2,478.88	289,117.05
04/14/19	68,657.65	117.10	68,774.75
Totals	3,905,780.45	210,633.00	4,116,413.45

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N849AE)
(MSN 145716)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	260,183.42	6,834.08	267,017.50
03/01/13	260,652.59	6,364.91	267,017.50
09/01/13	261,122.61	5,894.89	267,017.50
03/01/14	261,593.49	5,424.01	267,017.50
09/01/14	262,065.20	4,952.30	267,017.50
03/01/15	262,537.77	4,479.73	267,017.50
09/01/15	263,011.19	4,006.31	267,017.50
03/01/16	263,485.47	3,532.03	267,017.50
09/01/16	263,960.60	3,056.90	267,017.50
03/01/17	264,436.58	2,580.92	267,017.50
09/01/17	264,913.43	2,104.07	267,017.50
03/01/18	265,391.14	1,626.36	267,017.50
09/01/18	265,869.70	1,147.80	267,017.50
03/01/19	266,349.13	668.37	267,017.50
05/12/19	104,297.13	75.23	104,372.36
<u>Totals</u>	<u>3,789,869.45</u>	<u>52,747.91</u>	<u>3,842,617.36</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N850AE)
(MSN 145722)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,496.34	18,110.24	279,606.58
03/01/13	262,712.75	16,893.83	279,606.58
09/01/13	263,934.82	15,671.76	279,606.58
03/01/14	265,162.57	14,444.01	279,606.58
09/01/14	266,396.04	13,210.54	279,606.58
03/01/15	267,635.25	11,971.33	279,606.58
09/01/15	268,880.21	10,726.37	279,606.58
03/01/16	270,130.97	9,475.61	279,606.58
09/01/16	271,387.55	8,219.03	279,606.58
03/01/17	272,649.98	6,956.60	279,606.58
09/01/17	273,918.27	5,688.31	279,606.58
03/01/18	275,192.47	4,414.11	279,606.58
09/01/18	276,472.59	3,133.99	279,606.58
03/01/19	277,758.67	1,847.91	279,606.58
05/19/19	119,492.58	243.95	119,736.53
Totals	3,893,221.06	141,007.59	4,034,228.65

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N851AE)
(MSN 145734)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	258,114.03	8,748.00	266,862.03
03/01/13	258,703.17	8,158.86	266,862.03
09/01/13	259,293.66	7,568.37	266,862.03
03/01/14	259,885.49	6,976.54	266,862.03
09/01/14	260,478.68	6,383.35	266,862.03
03/01/15	261,073.21	5,788.82	266,862.03
09/01/15	261,669.11	5,192.92	266,862.03
03/01/16	262,266.36	4,595.67	266,862.03
09/01/16	262,864.99	3,997.04	266,862.03
03/01/17	263,464.97	3,397.06	266,862.03
09/01/17	264,066.33	2,795.70	266,862.03
03/01/18	264,669.06	2,192.97	266,862.03
09/01/18	265,273.16	1,588.87	266,862.03
03/01/19	265,878.64	983.39	266,862.03
06/23/19	164,961.82	238.47	165,200.29
<u>Totals</u>	<u>3,832,662.68</u>	<u>68,606.03</u>	<u>3,901,268.71</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N852AE)
(MSN 145736)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	258,324.60	10,713.61	269,038.21
03/01/13	259,043.39	9,994.82	269,038.21
09/01/13	259,764.18	9,274.03	269,038.21
03/01/14	260,486.96	8,551.25	269,038.21
09/01/14	261,211.77	7,826.44	269,038.21
03/01/15	261,938.59	7,099.62	269,038.21
09/01/15	262,667.43	6,370.78	269,038.21
03/01/16	263,398.29	5,639.92	269,038.21
09/01/16	264,131.20	4,907.01	269,038.21
03/01/17	264,866.14	4,172.07	269,038.21
09/01/17	265,603.13	3,435.08	269,038.21
03/01/18	266,342.16	2,696.05	269,038.21
09/01/18	267,083.26	1,954.95	269,038.21
03/01/19	267,826.41	1,211.80	269,038.21
06/24/19	167,682.25	298.09	167,980.34
Totals	3,850,369.76	84,145.52	3,934,515.28

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N853AE)
(MSN 145742)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,546.58	27,269.07	288,815.65
03/01/13	263,304.01	25,511.64	288,815.65
09/01/13	265,073.25	23,742.40	288,815.65
03/01/14	266,854.38	21,961.27	288,815.65
09/01/14	268,647.48	20,168.17	288,815.65
03/01/15	270,452.62	18,363.03	288,815.65
09/01/15	272,269.89	16,545.76	288,815.65
03/01/16	274,099.37	14,716.28	288,815.65
09/01/16	275,941.15	12,874.50	288,815.65
03/01/17	277,795.30	11,020.35	288,815.65
09/01/17	279,661.91	9,153.74	288,815.65
03/01/18	281,541.07	7,274.58	288,815.65
09/01/18	283,432.84	5,382.81	288,815.65
03/01/19	285,337.34	3,478.31	288,815.65
07/28/19	232,316.97	1,292.18	233,609.15
Totals	4,058,274.16	218,754.09	4,277,028.25

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N854AE)
(MSN 145743)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,689.45	29,416.64	291,106.09
03/01/13	263,578.68	27,527.41	291,106.09
09/01/13	265,481.55	25,624.54	291,106.09
03/01/14	267,398.16	23,707.93	291,106.09
09/01/14	269,328.61	21,777.48	291,106.09
03/01/15	271,273.00	19,833.09	291,106.09
09/01/15	273,231.42	17,874.67	291,106.09
03/01/16	275,203.98	15,902.11	291,106.09
09/01/16	277,190.78	13,915.31	291,106.09
03/01/17	279,191.92	11,914.17	291,106.09
09/01/17	281,207.52	9,898.57	291,106.09
03/01/18	283,237.66	7,868.43	291,106.09
09/01/18	285,282.46	5,823.63	291,106.09
03/01/19	287,342.01	3,764.08	291,106.09
07/28/19	234,042.97	1,398.65	235,441.62
Totals	4,074,680.17	236,246.71	4,310,926.88

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N855AE)
(MSN 145747)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	262,568.37	39,594.00	302,162.37
03/01/13	265,044.83	37,117.54	302,162.37
09/01/13	267,544.64	34,617.73	302,162.37
03/01/14	270,068.02	32,094.35	302,162.37
09/01/14	272,615.21	29,547.16	302,162.37
03/01/15	275,186.42	26,975.95	302,162.37
09/01/15	277,781.89	24,380.48	302,162.37
03/01/16	280,401.83	21,760.54	302,162.37
09/01/16	283,046.48	19,115.89	302,162.37
03/01/17	285,716.07	16,446.30	302,162.37
09/01/17	288,410.85	13,751.52	302,162.37
03/01/18	291,131.04	11,031.33	302,162.37
09/01/18	293,876.88	8,285.49	302,162.37
03/01/19	296,648.63	5,513.74	302,162.37
08/25/19	287,951.28	2,670.59	290,621.87
<u>Totals</u>	<u>4,197,992.44</u>	<u>322,902.61</u>	<u>4,520,895.05</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N856AE)
(MSN 145748)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	262,647.62	41,870.11	304,517.73
03/01/13	265,256.14	39,261.59	304,517.73
09/01/13	267,890.58	36,627.15	304,517.73
03/01/14	270,551.17	33,966.56	304,517.73
09/01/14	273,238.19	31,279.54	304,517.73
03/01/15	275,951.90	28,565.83	304,517.73
09/01/15	278,692.55	25,825.18	304,517.73
03/01/16	281,460.43	23,057.30	304,517.73
09/01/16	284,255.80	20,261.93	304,517.73
03/01/17	287,078.93	17,438.80	304,517.73
09/01/17	289,930.09	14,587.64	304,517.73
03/01/18	292,809.58	11,708.15	304,517.73
09/01/18	295,717.66	8,800.07	304,517.73
03/01/19	298,654.63	5,863.10	304,517.73
08/26/19	291,690.84	2,864.78	294,555.62
Totals	4,215,826.11	341,977.73	4,557,803.84

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N857AE)
(MSN 145752)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,508.97	32,239.53	293,748.50
03/01/13	263,532.50	30,216.00	293,748.50
09/01/13	265,571.70	28,176.80	293,748.50
03/01/14	267,626.68	26,121.82	293,748.50
09/01/14	269,697.56	24,050.94	293,748.50
03/01/15	271,784.47	21,964.03	293,748.50
09/01/15	273,887.52	19,860.98	293,748.50
03/01/16	276,006.84	17,741.66	293,748.50
09/01/16	278,142.57	15,605.93	293,748.50
03/01/17	280,294.82	13,453.68	293,748.50
09/01/17	282,463.72	11,284.78	293,748.50
03/01/18	284,649.41	9,099.09	293,748.50
09/01/18	286,852.01	6,896.49	293,748.50
03/01/19	289,071.66	4,676.84	293,748.50
09/01/19	291,308.48	2,440.02	293,748.50
09/16/19	24,024.14	15.49	24,039.63
Totals	4,166,423.05	263,844.08	4,430,267.13

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N858AE)
(MSN 145754)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	261,331.42	30,028.05	291,359.47
03/01/13	263,218.07	28,141.40	291,359.47
09/01/13	265,118.34	26,241.13	291,359.47
03/01/14	267,032.33	24,327.14	291,359.47
09/01/14	268,960.13	22,399.34	291,359.47
03/01/15	270,901.86	20,457.61	291,359.47
09/01/15	272,857.60	18,501.87	291,359.47
03/01/16	274,827.46	16,532.01	291,359.47
09/01/16	276,811.54	14,547.93	291,359.47
03/01/17	278,809.95	12,549.52	291,359.47
09/01/17	280,822.78	10,536.69	291,359.47
03/01/18	282,850.15	8,509.32	291,359.47
09/01/18	284,892.15	6,467.32	291,359.47
03/01/19	286,948.89	4,410.58	291,359.47
09/01/19	289,020.48	2,338.99	291,359.47
09/23/19	34,966.74	30.86	34,997.60
Totals	4,159,369.89	246,019.76	4,405,389.65

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N650AE)
(MSN 145417)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	390,176.05	72,061.85	462,237.90
03/01/13	396,644.24	65,593.66	462,237.90
09/01/13	403,219.66	59,018.24	462,237.90
03/01/14	409,904.08	52,333.82	462,237.90
09/01/14	416,699.32	45,538.58	462,237.90
03/01/15	423,607.20	38,630.70	462,237.90
09/01/15	430,629.60	31,608.30	462,237.90
03/01/16	437,768.41	24,469.49	462,237.90
09/01/16	445,025.58	17,212.32	462,237.90
03/01/17	452,403.04	9,834.86	462,237.90
04/27/17	140,858.14	739.44	141,597.58
<u>Totals</u>	<u>4,346,935.32</u>	<u>417,041.26</u>	<u>4,763,976.58</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N651AE)
(MSN 145422)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,144.96	75,685.92	466,830.88
03/01/13	397,890.06	68,940.82	466,830.88
09/01/13	404,751.47	62,079.41	466,830.88
03/01/14	411,731.21	55,099.67	466,830.88
09/01/14	418,831.30	47,999.58	466,830.88
03/01/15	426,053.84	40,777.04	466,830.88
09/01/15	433,400.92	33,429.96	466,830.88
03/01/16	440,874.70	25,956.18	466,830.88
09/01/16	448,477.36	18,353.52	466,830.88
03/01/17	456,211.12	10,619.76	466,830.88
05/04/17	159,623.46	978.71	160,602.17
<u>Totals</u>	<u>4,388,990.40</u>	<u>439,920.57</u>	<u>4,828,910.97</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N652RS)
(MSN 145432)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,694.33	80,168.86	474,863.19
03/01/13	401,763.68	73,099.51	474,863.19
09/01/13	408,959.65	65,903.54	474,863.19
03/01/14	416,284.51	58,578.68	474,863.19
09/01/14	423,740.56	51,122.63	474,863.19
03/01/15	431,330.16	43,533.03	474,863.19
09/01/15	439,055.70	35,807.49	474,863.19
03/01/16	446,919.60	27,943.59	474,863.19
09/01/16	454,924.35	19,938.84	474,863.19
03/01/17	463,072.48	11,790.71	474,863.19
05/17/17	195,223.38	1,495.78	196,719.16
<u>Totals</u>	<u>4,475,968.40</u>	<u>469,382.66</u>	<u>4,945,351.06</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N653AE)
(MSN 145433)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,390.14	80,473.05	474,863.19
03/01/13	401,454.04	73,409.15	474,863.19
09/01/13	408,644.47	66,218.72	474,863.19
03/01/14	415,963.67	58,899.52	474,863.19
09/01/14	423,413.98	51,449.21	474,863.19
03/01/15	430,997.73	43,865.46	474,863.19
09/01/15	438,717.31	36,145.88	474,863.19
03/01/16	446,575.15	28,288.04	474,863.19
09/01/16	454,573.74	20,289.45	474,863.19
03/01/17	462,715.59	12,147.60	474,863.19
05/25/17	215,506.27	1,822.74	217,329.01
<u>Totals</u>	<u>4,492,952.09</u>	<u>473,008.82</u>	<u>4,965,960.91</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N654AE)
(MSN 145437)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,390.14	80,473.05	474,863.19
03/01/13	401,454.04	73,409.15	474,863.19
09/01/13	408,644.47	66,218.72	474,863.19
03/01/14	415,963.67	58,899.52	474,863.19
09/01/14	423,413.98	51,449.21	474,863.19
03/01/15	430,997.73	43,865.46	474,863.19
09/01/15	438,717.31	36,145.88	474,863.19
03/01/16	446,575.15	28,288.04	474,863.19
09/01/16	454,573.74	20,289.45	474,863.19
03/01/17	462,715.59	12,147.60	474,863.19
05/25/17	215,506.27	1,822.74	217,329.01
<u>Totals</u>	<u>4,492,952.09</u>	<u>473,008.82</u>	<u>4,965,960.91</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N655AE)
(MSN 145452)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,992.01	77,940.33	469,932.34
03/01/13	398,751.72	71,180.62	469,932.34
09/01/13	405,627.99	64,304.35	469,932.34
03/01/14	412,622.84	57,309.50	469,932.34
09/01/14	419,738.31	50,194.03	469,932.34
03/01/15	426,976.48	42,955.86	469,932.34
09/01/15	434,339.48	35,592.86	469,932.34
03/01/16	441,829.44	28,102.90	469,932.34
09/01/16	449,448.57	20,483.77	469,932.34
03/01/17	457,199.08	12,733.26	469,932.34
06/21/17	281,196.68	3,017.22	284,213.90
<u>Totals</u>	<u>4,519,722.60</u>	<u>463,814.70</u>	<u>4,983,537.30</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N656AE)
(MSN 145740)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	376,290.85	41,194.05	417,484.90
03/01/13	378,859.84	38,625.06	417,484.90
09/01/13	381,446.36	36,038.54	417,484.90
03/01/14	384,050.53	33,434.37	417,484.90
09/01/14	386,672.49	30,812.41	417,484.90
03/01/15	389,312.34	28,172.56	417,484.90
09/01/15	391,970.22	25,514.68	417,484.90
03/01/16	394,646.25	22,838.65	417,484.90
09/01/16	397,340.54	20,144.36	417,484.90
03/01/17	400,053.23	17,431.67	417,484.90
09/01/17	402,784.44	14,700.46	417,484.90
03/01/18	405,534.29	11,950.61	417,484.90
09/01/18	408,302.93	9,181.97	417,484.90
03/01/19	411,090.46	6,394.44	417,484.90
09/01/19	413,897.01	3,587.89	417,484.90
10/20/19	111,637.77	207.48	111,845.25
<u>Totals</u>	<u>6,033,889.55</u>	<u>340,229.20</u>	<u>6,374,118.75</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N657AE)
(MSN 145744)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	376,069.46	38,004.91	414,074.37
03/01/13	378,442.16	35,632.21	414,074.37
09/01/13	380,829.83	33,244.54	414,074.37
03/01/14	383,232.56	30,841.81	414,074.37
09/01/14	385,650.45	28,423.92	414,074.37
03/01/15	388,083.60	25,990.77	414,074.37
09/01/15	390,532.10	23,542.27	414,074.37
03/01/16	392,996.04	21,078.33	414,074.37
09/01/16	395,475.54	18,598.83	414,074.37
03/01/17	397,970.67	16,103.70	414,074.37
09/01/17	400,481.55	13,592.82	414,074.37
03/01/18	403,008.27	11,066.10	414,074.37
09/01/18	405,550.93	8,523.44	414,074.37
03/01/19	408,109.63	5,964.74	414,074.37
09/01/19	410,684.48	3,389.89	414,074.37
10/27/19	126,608.63	248.52	126,857.15
<u>Totals</u>	<u>6,023,725.90</u>	<u>314,246.80</u>	<u>6,337,972.70</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N658AE)
(MSN 145760)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	379,543.18	44,068.70	423,611.88
03/01/13	382,263.04	41,348.84	423,611.88
09/01/13	385,002.40	38,609.48	423,611.88
03/01/14	387,761.39	35,850.49	423,611.88
09/01/14	390,540.14	33,071.74	423,611.88
03/01/15	393,338.81	30,273.07	423,611.88
09/01/15	396,157.54	27,454.34	423,611.88
03/01/16	398,996.46	24,615.42	423,611.88
09/01/16	401,855.73	21,756.15	423,611.88
03/01/17	404,735.48	18,876.40	423,611.88
09/01/17	407,635.88	15,976.00	423,611.88
03/01/18	410,557.06	13,054.82	423,611.88
09/01/18	413,499.18	10,112.70	423,611.88
03/01/19	416,462.37	7,149.51	423,611.88
09/01/19	419,446.80	4,165.08	423,611.88
11/10/19	161,768.49	450.82	162,219.31
<u>Totals</u>	<u>6,149,563.95</u>	<u>366,833.56</u>	<u>6,516,397.51</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N659AE)
(MSN 145762)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	379,630.16	52,984.98	432,615.14
03/01/13	382,858.78	49,756.36	432,615.14
09/01/13	386,114.86	46,500.28	432,615.14
03/01/14	389,398.63	43,216.51	432,615.14
09/01/14	392,710.33	39,904.81	432,615.14
03/01/15	396,050.20	36,564.94	432,615.14
09/01/15	399,418.47	33,196.67	432,615.14
03/01/16	402,815.38	29,799.76	432,615.14
09/01/16	406,241.18	26,373.96	432,615.14
03/01/17	409,696.12	22,919.02	432,615.14
09/01/17	413,180.44	19,434.70	432,615.14
03/01/18	416,694.40	15,920.74	432,615.14
09/01/18	420,238.24	12,376.90	432,615.14
03/01/19	423,812.22	8,802.92	432,615.14
09/01/19	427,416.59	5,198.55	432,615.14
11/18/19	183,842.84	677.52	184,520.36
<u>Totals</u>	<u>6,230,118.84</u>	<u>443,628.62</u>	<u>6,673,747.46</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N660CL)
(MSN 145764)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	381,021.24	46,936.09	427,957.33
03/01/13	383,880.67	44,076.66	427,957.33
09/01/13	386,761.56	41,195.77	427,957.33
03/01/14	389,664.07	38,293.26	427,957.33
09/01/14	392,588.36	35,368.97	427,957.33
03/01/15	395,534.60	32,422.73	427,957.33
09/01/15	398,502.95	29,454.38	427,957.33
03/01/16	401,493.57	26,463.76	427,957.33
09/01/16	404,506.64	23,450.69	427,957.33
03/01/17	407,542.32	20,415.01	427,957.33
09/01/17	410,600.78	17,356.55	427,957.33
03/01/18	413,682.20	14,275.13	427,957.33
09/01/18	416,786.74	11,170.59	427,957.33
03/01/19	419,914.58	8,042.75	427,957.33
09/01/19	423,065.89	4,891.44	427,957.33
12/08/19	228,721.92	934.53	229,656.45
<u>Totals</u>	<u>6,254,268.09</u>	<u>394,748.31</u>	<u>6,649,016.40</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N661JA)
(MSN 145766)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	380,945.10	49,188.35	430,133.45
03/01/13	383,926.80	46,206.65	430,133.45
09/01/13	386,931.84	43,201.61	430,133.45
03/01/14	389,960.40	40,173.05	430,133.45
09/01/14	393,012.67	37,120.78	430,133.45
03/01/15	396,088.82	34,044.63	430,133.45
09/01/15	399,189.05	30,944.40	430,133.45
03/01/16	402,313.55	27,819.90	430,133.45
09/01/16	405,462.50	24,670.95	430,133.45
03/01/17	408,636.10	21,497.35	430,133.45
09/01/17	411,834.54	18,298.91	430,133.45
03/01/18	415,058.02	15,075.43	430,133.45
09/01/18	418,306.73	11,826.72	430,133.45
03/01/19	421,580.86	8,552.59	430,133.45
09/01/19	424,880.62	5,252.83	430,133.45
12/15/19	246,226.57	1,124.22	247,350.79
<u>Totals</u>	<u>6,284,354.17</u>	<u>414,998.37</u>	<u>6,699,352.54</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N662EH)
(MSN 145777)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	382,769.82	33,228.01	415,997.83
03/01/13	384,794.46	31,203.37	415,997.83
09/01/13	386,829.81	29,168.02	415,997.83
03/01/14	388,875.92	27,121.91	415,997.83
09/01/14	390,932.86	25,064.97	415,997.83
03/01/15	393,000.68	22,997.15	415,997.83
09/01/15	395,079.43	20,918.40	415,997.83
03/01/16	397,169.18	18,828.65	415,997.83
09/01/16	399,269.99	16,727.84	415,997.83
03/01/17	401,381.91	14,615.92	415,997.83
09/01/17	403,504.99	12,492.84	415,997.83
03/01/18	405,639.31	10,358.52	415,997.83
09/01/18	407,784.92	8,212.91	415,997.83
03/01/19	409,941.87	6,055.96	415,997.83
09/01/19	412,110.24	3,887.59	415,997.83
01/21/20	322,862.04	1,347.23	324,209.27
<u>Totals</u>	<u>6,281,947.43</u>	<u>282,229.29</u>	<u>6,564,176.72</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N663AR)
(MSN 145778)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	386,193.07	40,161.81	426,354.88
03/01/13	388,622.01	37,732.87	426,354.88
09/01/13	391,066.22	35,288.66	426,354.88
03/01/14	393,525.81	32,829.07	426,354.88
09/01/14	396,000.87	30,354.01	426,354.88
03/01/15	398,491.50	27,863.38	426,354.88
09/01/15	400,997.79	25,357.09	426,354.88
03/01/16	403,519.84	22,835.04	426,354.88
09/01/16	406,057.75	20,297.13	426,354.88
03/01/17	408,611.64	17,743.24	426,354.88
09/01/17	411,181.57	15,173.31	426,354.88
03/01/18	413,767.68	12,587.20	426,354.88
09/01/18	416,370.04	9,984.84	426,354.88
03/01/19	418,988.78	7,366.10	426,354.88
09/01/19	421,623.99	4,730.89	426,354.88
01/21/20	330,571.49	1,640.19	332,211.68
<u>Totals</u>	<u>6,385,590.05</u>	<u>341,944.83</u>	<u>6,727,534.88</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N664MS)
(MSN 145779)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	386,179.74	40,175.14	426,354.88
03/01/13	388,608.60	37,746.28	426,354.88
09/01/13	391,052.73	35,302.15	426,354.88
03/01/14	393,512.24	32,842.64	426,354.88
09/01/14	395,987.21	30,367.67	426,354.88
03/01/15	398,477.75	27,877.13	426,354.88
09/01/15	400,983.95	25,370.93	426,354.88
03/01/16	403,505.92	22,848.96	426,354.88
09/01/16	406,043.74	20,311.14	426,354.88
03/01/17	408,597.53	17,757.35	426,354.88
09/01/17	411,167.38	15,187.50	426,354.88
03/01/18	413,753.40	12,601.48	426,354.88
09/01/18	416,355.68	9,999.20	426,354.88
03/01/19	418,974.32	7,380.56	426,354.88
09/01/19	421,609.44	4,745.44	426,354.88
01/22/20	332,899.44	1,663.37	334,562.81
<u>Totals</u>	<u>6,387,709.07</u>	<u>342,176.94</u>	<u>6,729,886.01</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N665BC)
(MSN 145783)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	382,154.73	37,904.57	420,059.30
03/01/13	384,435.96	35,623.34	420,059.30
09/01/13	386,730.80	33,328.50	420,059.30
03/01/14	389,039.35	31,019.95	420,059.30
09/01/14	391,361.66	28,697.64	420,059.30
03/01/15	393,697.85	26,361.45	420,059.30
09/01/15	396,047.98	24,011.32	420,059.30
03/01/16	398,412.14	21,647.16	420,059.30
09/01/16	400,790.41	19,268.89	420,059.30
03/01/17	403,182.88	16,876.42	420,059.30
09/01/17	405,589.62	14,469.68	420,059.30
03/01/18	408,010.74	12,048.56	420,059.30
09/01/18	410,446.31	9,612.99	420,059.30
03/01/19	412,896.42	7,162.88	420,059.30
09/01/19	415,361.16	4,698.14	420,059.30
02/10/20	371,680.22	1,996.83	373,677.05
<u>Totals</u>	<u>6,349,838.23</u>	<u>324,728.32</u>	<u>6,674,566.55</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N667GB)
(MSN 145784)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	385,405.60	42,775.21	428,180.81
03/01/13	387,960.67	40,220.14	428,180.81
09/01/13	390,532.67	37,648.14	428,180.81
03/01/14	393,121.73	35,059.08	428,180.81
09/01/14	395,727.94	32,452.87	428,180.81
03/01/15	398,351.44	29,829.37	428,180.81
09/01/15	400,992.33	27,188.48	428,180.81
03/01/16	403,650.73	24,530.08	428,180.81
09/01/16	406,326.75	21,854.06	428,180.81
03/01/17	409,020.51	19,160.30	428,180.81
09/01/17	411,732.13	16,448.68	428,180.81
03/01/18	414,461.73	13,719.08	428,180.81
09/01/18	417,209.43	10,971.38	428,180.81
03/01/19	419,975.33	8,205.48	428,180.81
09/01/19	422,759.58	5,421.23	428,180.81
02/17/20	394,978.05	2,458.51	397,436.56
<u>Totals</u>	<u>6,452,206.62</u>	<u>367,942.09</u>	<u>6,820,148.71</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N668HH)
(MSN 145785)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	385,391.57	42,789.24	428,180.81
03/01/13	387,946.54	40,234.27	428,180.81
09/01/13	390,518.45	37,662.36	428,180.81
03/01/14	393,107.41	35,073.40	428,180.81
09/01/14	395,713.54	32,467.27	428,180.81
03/01/15	398,336.94	29,843.87	428,180.81
09/01/15	400,977.74	27,203.07	428,180.81
03/01/16	403,636.03	24,544.78	428,180.81
09/01/16	406,311.95	21,868.86	428,180.81
03/01/17	409,005.62	19,175.19	428,180.81
09/01/17	411,717.14	16,463.67	428,180.81
03/01/18	414,446.64	13,734.17	428,180.81
09/01/18	417,194.23	10,986.58	428,180.81
03/01/19	419,960.04	8,220.77	428,180.81
09/01/19	422,744.19	5,436.62	428,180.81
02/18/20	397,315.19	2,487.69	399,802.88
<u>Totals</u>	<u>6,454,323.22</u>	<u>368,191.81</u>	<u>6,822,515.03</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N669MB)
(MSN 145788)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	385,037.29	36,274.58	421,311.87
03/01/13	387,204.88	34,106.99	421,311.87
09/01/13	389,384.67	31,927.20	421,311.87
03/01/14	391,576.72	29,735.15	421,311.87
09/01/14	393,781.12	27,530.75	421,311.87
03/01/15	395,997.93	25,313.94	421,311.87
09/01/15	398,227.22	23,084.65	421,311.87
03/01/16	400,469.06	20,842.81	421,311.87
09/01/16	402,723.52	18,588.35	421,311.87
03/01/17	404,990.67	16,321.20	421,311.87
09/01/17	407,270.58	14,041.29	421,311.87
03/01/18	409,563.34	11,748.53	421,311.87
09/01/18	411,868.99	9,442.88	421,311.87
03/01/19	414,187.63	7,124.24	421,311.87
09/01/19	416,519.31	4,792.56	421,311.87
03/01/20	418,864.13	2,447.74	421,311.87
03/08/20	15,938.48	3.49	15,941.97
<u>Totals</u>	<u>6,443,605.54</u>	<u>313,326.35</u>	<u>6,756,931.89</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N670AE)
(MSN 145790)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	388,365.63	30,806.71	419,172.34
03/01/13	390,217.26	28,955.08	419,172.34
09/01/13	392,077.72	27,094.62	419,172.34
03/01/14	393,947.05	25,225.29	419,172.34
09/01/14	395,825.30	23,347.04	419,172.34
03/01/15	397,712.49	21,459.85	419,172.34
09/01/15	399,608.69	19,563.65	419,172.34
03/01/16	401,513.92	17,658.42	419,172.34
09/01/16	403,428.24	15,744.10	419,172.34
03/01/17	405,351.69	13,820.65	419,172.34
09/01/17	407,284.31	11,888.03	419,172.34
03/01/18	409,226.14	9,946.20	419,172.34
09/01/18	411,177.23	7,995.11	419,172.34
03/01/19	413,137.62	6,034.72	419,172.34
09/01/19	415,107.35	4,064.99	419,172.34
03/01/20	417,086.48	2,085.86	419,172.34
03/10/20	20,405.65	4.86	20,410.51
<u>Totals</u>	<u>6,461,472.77</u>	<u>265,695.18</u>	<u>6,727,167.95</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N671AE)
(MSN 145793)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	388,234.21	26,371.01	414,605.22
03/01/13	389,820.26	24,784.96	414,605.22
09/01/13	391,412.79	23,192.43	414,605.22
03/01/14	393,011.82	21,593.40	414,605.22
09/01/14	394,617.38	19,987.84	414,605.22
03/01/15	396,229.51	18,375.71	414,605.22
09/01/15	397,848.22	16,757.00	414,605.22
03/01/16	399,473.55	15,131.67	414,605.22
09/01/16	401,105.51	13,499.71	414,605.22
03/01/17	402,744.14	11,861.08	414,605.22
09/01/17	404,389.46	10,215.76	414,605.22
03/01/18	406,041.51	8,563.71	414,605.22
09/01/18	407,700.30	6,904.92	414,605.22
03/01/19	409,365.88	5,239.34	414,605.22
09/01/19	411,038.25	3,566.97	414,605.22
03/01/20	412,717.46	1,887.76	414,605.22
03/23/20	49,370.56	24.65	49,395.21
<u>Totals</u>	<u>6,455,120.81</u>	<u>227,957.92</u>	<u>6,683,078.73</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N672AE)
(MSN 145794)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	383,545.74	42,468.72	426,014.46
03/01/13	386,034.16	39,980.30	426,014.46
09/01/13	388,538.73	37,475.73	426,014.46
03/01/14	391,059.55	34,954.91	426,014.46
09/01/14	393,596.72	32,417.74	426,014.46
03/01/15	396,150.35	29,864.11	426,014.46
09/01/15	398,720.55	27,293.91	426,014.46
03/01/16	401,307.43	24,707.03	426,014.46
09/01/16	403,911.08	22,103.38	426,014.46
03/01/17	406,531.64	19,482.82	426,014.46
09/01/17	409,169.19	16,845.27	426,014.46
03/01/18	411,823.85	14,190.61	426,014.46
09/01/18	414,495.74	11,518.72	426,014.46
03/01/19	417,184.97	8,829.49	426,014.46
09/01/19	419,891.63	6,122.83	426,014.46
03/01/20	422,615.87	3,398.59	426,014.46
04/14/20	101,216.41	160.53	101,376.94
<u>Totals</u>	<u>6,545,793.61</u>	<u>371,814.69</u>	<u>6,917,608.30</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N673AE)
(MSN 145797)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	386,778.69	49,810.31	436,589.00
03/01/13	389,674.86	46,914.14	436,589.00
09/01/13	392,592.73	43,996.27	436,589.00
03/01/14	395,532.43	41,056.57	436,589.00
09/01/14	398,494.16	38,094.84	436,589.00
03/01/15	401,478.06	35,110.94	436,589.00
09/01/15	404,484.30	32,104.70	436,589.00
03/01/16	407,513.06	29,075.94	436,589.00
09/01/16	410,564.49	26,024.51	436,589.00
03/01/17	413,638.77	22,950.23	436,589.00
09/01/17	416,736.07	19,852.93	436,589.00
03/01/18	419,856.57	16,732.43	436,589.00
09/01/18	423,000.43	13,588.57	436,589.00
03/01/19	426,167.84	10,421.16	436,589.00
09/01/19	429,358.96	7,230.04	436,589.00
03/01/20	432,573.97	4,015.03	436,589.00
04/14/20	103,625.76	189.68	103,815.44
<u>Totals</u>	<u>6,652,071.15</u>	<u>437,168.29</u>	<u>7,089,239.44</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N674RJ)
(MSN 14500801)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	386,583.48	54,696.33	441,279.81
03/01/13	389,740.38	51,539.43	441,279.81
09/01/13	392,923.06	48,356.75	441,279.81
03/01/14	396,131.73	45,148.08	441,279.81
09/01/14	399,366.60	41,913.21	441,279.81
03/01/15	402,627.89	38,651.92	441,279.81
09/01/15	405,915.81	35,364.00	441,279.81
03/01/16	409,230.58	32,049.23	441,279.81
09/01/16	412,572.42	28,707.39	441,279.81
03/01/17	415,941.55	25,338.26	441,279.81
09/01/17	419,338.19	21,941.62	441,279.81
03/01/18	422,762.57	18,517.24	441,279.81
09/01/18	426,214.91	15,064.90	441,279.81
03/01/19	429,695.44	11,584.37	441,279.81
09/01/19	433,204.40	8,075.41	441,279.81
03/01/20	436,742.01	4,537.80	441,279.81
04/20/20	118,941.70	269.80	119,211.50
<u>Totals</u>	<u>6,697,932.72</u>	<u>481,755.74</u>	<u>7,179,688.46</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N675AE)
(MSN 14500806)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	384,016.95	74,662.54	458,679.49
03/01/13	388,195.32	70,484.17	458,679.49
09/01/13	392,419.14	66,260.35	458,679.49
03/01/14	396,688.92	61,990.57	458,679.49
09/01/14	401,005.17	57,674.32	458,679.49
03/01/15	405,368.38	53,311.11	458,679.49
09/01/15	409,779.06	48,900.43	458,679.49
03/01/16	414,237.73	44,441.76	458,679.49
09/01/16	418,744.92	39,934.57	458,679.49
03/01/17	423,301.15	35,378.34	458,679.49
09/01/17	427,906.95	30,772.54	458,679.49
03/01/18	432,562.86	26,116.63	458,679.49
09/01/18	437,269.44	21,410.05	458,679.49
03/01/19	442,027.23	16,652.26	458,679.49
09/01/19	446,836.78	11,842.71	458,679.49
03/01/20	451,698.66	6,980.83	458,679.49
05/17/20	189,881.30	883.81	190,765.11
<u>Totals</u>	<u>6,861,939.96</u>	<u>667,696.99</u>	<u>7,529,636.95</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N676AE)
(MSN 14500807)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	387,215.88	77,798.91	465,014.79
03/01/13	391,555.47	73,459.32	465,014.79
09/01/13	395,943.69	69,071.10	465,014.79
03/01/14	400,381.09	64,633.70	465,014.79
09/01/14	404,868.22	60,146.57	465,014.79
03/01/15	409,405.64	55,609.15	465,014.79
09/01/15	413,993.91	51,020.88	465,014.79
03/01/16	418,633.60	46,381.19	465,014.79
09/01/16	423,325.29	41,689.50	465,014.79
03/01/17	428,069.56	36,945.23	465,014.79
09/01/17	432,867.00	32,147.79	465,014.79
03/01/18	437,718.21	27,296.58	465,014.79
09/01/18	442,623.78	22,391.01	465,014.79
03/01/19	447,584.34	17,430.45	465,014.79
09/01/19	452,600.47	12,414.32	465,014.79
03/01/20	457,672.84	7,341.95	465,014.79
05/19/20	197,440.30	971.15	198,411.45
<u>Totals</u>	<u>6,941,899.29</u>	<u>696,748.80</u>	<u>7,638,648.09</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N677AE)
(MSN 14500810)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	387,426.90	80,539.89	467,966.79
03/01/13	391,899.37	76,067.42	467,966.79
09/01/13	396,423.47	71,543.32	467,966.79
03/01/14	400,999.80	66,966.99	467,966.79
09/01/14	405,628.95	62,337.84	467,966.79
03/01/15	410,311.55	57,655.24	467,966.79
09/01/15	415,048.19	52,918.60	467,966.79
03/01/16	419,839.53	48,127.26	467,966.79
09/01/16	424,686.17	43,280.62	467,966.79
03/01/17	429,588.76	38,378.03	467,966.79
09/01/17	434,547.95	33,418.84	467,966.79
03/01/18	439,564.38	28,402.41	467,966.79
09/01/18	444,638.73	23,328.06	467,966.79
03/01/19	449,771.66	18,195.13	467,966.79
09/01/19	454,963.83	13,002.96	467,966.79
03/01/20	460,215.95	7,750.84	467,966.79
05/24/20	211,198.90	1,137.77	212,336.67
<u>Totals</u>	<u>6,976,754.09</u>	<u>723,051.22</u>	<u>7,699,805.31</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N678AE)
(MSN 14500813)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	387,654.64	73,422.77	461,077.41
03/01/13	391,742.08	69,335.33	461,077.41
09/01/13	395,872.62	65,204.79	461,077.41
03/01/14	400,046.71	61,030.70	461,077.41
09/01/14	404,264.83	56,812.58	461,077.41
03/01/15	408,527.40	52,550.01	461,077.41
09/01/15	412,834.93	48,242.48	461,077.41
03/01/16	417,187.88	43,889.53	461,077.41
09/01/16	421,586.73	39,490.68	461,077.41
03/01/17	426,031.95	35,045.46	461,077.41
09/01/17	430,524.04	30,553.37	461,077.41
03/01/18	435,063.50	26,013.91	461,077.41
09/01/18	439,650.83	21,426.58	461,077.41
03/01/19	444,286.52	16,790.89	461,077.41
09/01/19	448,971.10	12,106.31	461,077.41
03/01/20	453,705.06	7,372.35	461,077.41
06/08/20	245,491.22	1,423.66	246,914.88
<u>Totals</u>	<u>6,963,442.04</u>	<u>660,711.40</u>	<u>7,624,153.44</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N679AE)
(MSN 14500814)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	390,665.62	81,654.89	472,320.51
03/01/13	395,175.48	77,145.03	472,320.51
09/01/13	399,737.39	72,583.12	472,320.51
03/01/14	404,351.98	67,968.53	472,320.51
09/01/14	409,019.83	63,300.68	472,320.51
03/01/15	413,741.57	58,578.94	472,320.51
09/01/15	418,517.82	53,802.69	472,320.51
03/01/16	423,349.20	48,971.31	472,320.51
09/01/16	428,236.36	44,084.15	472,320.51
03/01/17	433,179.94	39,140.57	472,320.51
09/01/17	438,180.58	34,139.93	472,320.51
03/01/18	443,238.95	29,081.56	472,320.51
09/01/18	448,355.71	23,964.80	472,320.51
03/01/19	453,531.55	18,788.96	472,320.51
09/01/19	458,767.13	13,553.38	472,320.51
03/01/20	464,063.16	8,257.35	472,320.51
06/08/20	251,228.66	1,595.11	252,823.77
<u>Totals</u>	<u>7,073,340.93</u>	<u>736,611.00</u>	<u>7,809,951.93</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N680AE)
(MSN 14500820)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	390,321.82	79,560.47	469,882.29
03/01/13	394,696.22	75,186.07	469,882.29
09/01/13	399,119.64	70,762.65	469,882.29
03/01/14	403,592.64	66,289.65	469,882.29
09/01/14	408,115.75	61,766.54	469,882.29
03/01/15	412,689.57	57,192.72	469,882.29
09/01/15	417,314.64	52,567.65	469,882.29
03/01/16	421,991.55	47,890.74	469,882.29
09/01/16	426,720.88	43,161.41	469,882.29
03/01/17	431,503.20	38,379.09	469,882.29
09/01/17	436,339.12	33,543.17	469,882.29
03/01/18	441,229.24	28,653.05	469,882.29
09/01/18	446,174.16	23,708.13	469,882.29
03/01/19	451,174.50	18,707.79	469,882.29
09/01/19	456,230.88	13,651.41	469,882.29
03/01/20	461,343.93	8,538.36	469,882.29
06/28/20	300,523.27	2,226.63	302,749.90
<u>Totals</u>	<u>7,099,081.01</u>	<u>721,785.53</u>	<u>7,820,866.54</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N681AE)
(MSN 14500824)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	387,262.72	59,210.31	446,473.03
03/01/13	390,562.01	55,911.02	446,473.03
09/01/13	393,889.42	52,583.61	446,473.03
03/01/14	397,245.17	49,227.86	446,473.03
09/01/14	400,629.51	45,843.52	446,473.03
03/01/15	404,042.68	42,430.35	446,473.03
09/01/15	407,484.93	38,988.10	446,473.03
03/01/16	410,956.51	35,516.52	446,473.03
09/01/16	414,457.66	32,015.37	446,473.03
03/01/17	417,988.64	28,484.39	446,473.03
09/01/17	421,549.71	24,923.32	446,473.03
03/01/18	425,141.12	21,331.91	446,473.03
09/01/18	428,763.12	17,709.91	446,473.03
03/01/19	432,415.97	14,057.06	446,473.03
09/01/19	436,099.95	10,373.08	446,473.03
03/01/20	439,815.31	6,657.72	446,473.03
07/21/20	341,650.08	2,296.21	343,946.29
<u>Totals</u>	<u>6,949,954.51</u>	<u>537,560.26</u>	<u>7,487,514.77</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N682AE)
(MSN 14500826)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	390,069.67	69,773.98	459,843.65
03/01/13	393,914.74	65,928.91	459,843.65
09/01/13	397,797.72	62,045.93	459,843.65
03/01/14	401,718.97	58,124.68	459,843.65
09/01/14	405,678.87	54,164.78	459,843.65
03/01/15	409,677.81	50,165.84	459,843.65
09/01/15	413,716.17	46,127.48	459,843.65
03/01/16	417,794.34	42,049.31	459,843.65
09/01/16	421,912.70	37,930.95	459,843.65
03/01/17	426,071.66	33,771.99	459,843.65
09/01/17	430,271.62	29,572.03	459,843.65
03/01/18	434,512.98	25,330.67	459,843.65
09/01/18	438,796.15	21,047.50	459,843.65
03/01/19	443,121.54	16,722.11	459,843.65
09/01/19	447,489.57	12,354.08	459,843.65
03/01/20	451,900.65	7,943.00	459,843.65
07/22/20	353,890.12	2,771.37	356,661.49
<u>Totals</u>	<u>7,078,335.28</u>	<u>635,824.61</u>	<u>7,714,159.89</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N683AE)
(MSN 14500833)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	389,201.92	80,329.19	469,531.11
03/01/13	393,563.76	75,967.35	469,531.11
09/01/13	397,974.49	71,556.62	469,531.11
03/01/14	402,434.65	67,096.46	469,531.11
09/01/14	406,944.80	62,586.31	469,531.11
03/01/15	411,505.49	58,025.62	469,531.11
09/01/15	416,117.30	53,413.81	469,531.11
03/01/16	420,780.78	48,750.33	469,531.11
09/01/16	425,496.54	44,034.57	469,531.11
03/01/17	430,265.14	39,265.97	469,531.11
09/01/17	435,087.19	34,443.92	469,531.11
03/01/18	439,963.27	29,567.84	469,531.11
09/01/18	444,894.01	24,637.10	469,531.11
03/01/19	449,880.00	19,651.11	469,531.11
09/01/19	454,921.88	14,609.23	469,531.11
03/01/20	460,020.25	9,510.86	469,531.11
08/02/20	388,621.76	3,726.23	392,347.99
<u>Totals</u>	<u>7,167,673.23</u>	<u>737,172.52</u>	<u>7,904,845.75</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N684JW)
(MSN 14500835)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	388,389.20	64,870.17	453,259.37
03/01/13	391,960.54	61,298.83	453,259.37
09/01/13	395,564.73	57,694.64	453,259.37
03/01/14	399,202.06	54,057.31	453,259.37
09/01/14	402,872.82	50,386.55	453,259.37
03/01/15	406,577.35	46,682.02	453,259.37
09/01/15	410,315.94	42,943.43	453,259.37
03/01/16	414,088.91	39,170.46	453,259.37
09/01/16	417,896.58	35,362.79	453,259.37
03/01/17	421,739.25	31,520.12	453,259.37
09/01/17	425,617.26	27,642.11	453,259.37
03/01/18	429,530.92	23,728.45	453,259.37
09/01/18	433,480.58	19,778.79	453,259.37
03/01/19	437,466.55	15,792.82	453,259.37
09/01/19	441,489.17	11,770.20	453,259.37
03/01/20	445,548.79	7,710.58	453,259.37
08/09/20	392,988.26	3,232.20	396,220.46
Totals	7,054,728.91	593,641.47	7,648,370.38

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N685AE)
(MSN 14500836)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,638.92	65,468.33	457,107.25
03/01/13	395,234.82	61,872.43	457,107.25
09/01/13	398,863.72	58,243.53	457,107.25
03/01/14	402,525.95	54,581.30	457,107.25
09/01/14	406,221.80	50,885.45	457,107.25
03/01/15	409,951.59	47,155.66	457,107.25
09/01/15	413,715.62	43,391.63	457,107.25
03/01/16	417,514.21	39,593.04	457,107.25
09/01/16	421,347.68	35,759.57	457,107.25
03/01/17	425,216.35	31,890.90	457,107.25
09/01/17	429,120.54	27,986.71	457,107.25
03/01/18	433,060.57	24,046.68	457,107.25
09/01/18	437,036.78	20,070.47	457,107.25
03/01/19	441,049.50	16,057.75	457,107.25
09/01/19	445,099.06	12,008.19	457,107.25
03/01/20	449,185.80	7,921.45	457,107.25
08/16/20	413,561.56	3,544.04	417,105.60
<u>Totals</u>	<u>7,130,344.47</u>	<u>600,477.13</u>	<u>7,730,821.60</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N686AE)
(MSN 14500843)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	391,473.47	63,227.01	454,700.48
03/01/13	394,935.33	59,765.15	454,700.48
09/01/13	398,427.80	56,272.68	454,700.48
03/01/14	401,951.16	52,749.32	454,700.48
09/01/14	405,505.68	49,194.80	454,700.48
03/01/15	409,091.62	45,608.86	454,700.48
09/01/15	412,709.28	41,991.20	454,700.48
03/01/16	416,358.93	38,341.55	454,700.48
09/01/16	420,040.86	34,659.62	454,700.48
03/01/17	423,755.34	30,945.14	454,700.48
09/01/17	427,502.67	27,197.81	454,700.48
03/01/18	431,283.14	23,417.34	454,700.48
09/01/18	435,097.04	19,603.44	454,700.48
03/01/19	438,944.67	15,755.81	454,700.48
09/01/19	442,826.33	11,874.15	454,700.48
03/01/20	446,742.31	7,958.17	454,700.48
09/01/20	450,692.91	4,007.57	454,700.48
09/02/20	2,490.20	0.13	2,490.33
Totals	7,149,828.74	582,569.75	7,732,398.49

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N687JS)
(MSN 14500846)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	390,230.31	55,695.51	445,925.82
03/01/13	393,290.95	52,634.87	445,925.82
09/01/13	396,375.59	49,550.23	445,925.82
03/01/14	399,484.42	46,441.40	445,925.82
09/01/14	402,617.64	43,308.18	445,925.82
03/01/15	405,775.43	40,150.39	445,925.82
09/01/15	408,957.99	36,967.83	445,925.82
03/01/16	412,165.51	33,760.31	445,925.82
09/01/16	415,398.18	30,527.64	445,925.82
03/01/17	418,656.21	27,269.61	445,925.82
09/01/17	421,939.80	23,986.02	445,925.82
03/01/18	425,249.13	20,676.69	445,925.82
09/01/18	428,584.43	17,341.39	445,925.82
03/01/19	431,945.88	13,979.94	445,925.82
09/01/19	435,333.69	10,592.13	445,925.82
03/01/20	438,748.08	7,177.74	445,925.82
09/01/20	442,189.25	3,736.57	445,925.82
09/15/20	34,223.02	20.88	34,243.90
<u>Totals</u>	<u>7,101,165.51</u>	<u>513,817.33</u>	<u>7,614,982.84</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N688AE)
(MSN 14500849)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	393,499.23	56,194.34	449,693.57
03/01/13	396,579.19	53,114.38	449,693.57
09/01/13	399,683.26	50,010.31	449,693.57
03/01/14	402,811.62	46,881.95	449,693.57
09/01/14	405,964.48	43,729.09	449,693.57
03/01/15	409,142.01	40,551.56	449,693.57
09/01/15	412,344.41	37,349.16	449,693.57
03/01/16	415,571.87	34,121.70	449,693.57
09/01/16	418,824.60	30,868.97	449,693.57
03/01/17	422,102.79	27,590.78	449,693.57
09/01/17	425,406.63	24,286.94	449,693.57
03/01/18	428,736.34	20,957.23	449,693.57
09/01/18	432,092.11	17,601.46	449,693.57
03/01/19	435,474.14	14,219.43	449,693.57
09/01/19	438,882.64	10,810.93	449,693.57
03/01/20	442,317.83	7,375.74	449,693.57
09/01/20	445,779.90	3,913.67	449,693.57
09/23/20	54,234.46	51.88	54,286.34
<u>Totals</u>	<u>7,179,447.51</u>	<u>519,629.52</u>	<u>7,699,077.03</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N689EC)
(MSN 14500853)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	392,950.40	61,545.91	454,496.31
03/01/13	396,292.30	58,204.01	454,496.31
09/01/13	399,662.63	54,833.68	454,496.31
03/01/14	403,061.63	51,434.68	454,496.31
09/01/14	406,489.52	48,006.79	454,496.31
03/01/15	409,946.57	44,549.74	454,496.31
09/01/15	413,433.02	41,063.29	454,496.31
03/01/16	416,949.13	37,547.18	454,496.31
09/01/16	420,495.14	34,001.17	454,496.31
03/01/17	424,071.30	30,425.01	454,496.31
09/01/17	427,677.88	26,818.43	454,496.31
03/01/18	431,315.13	23,181.18	454,496.31
09/01/18	434,983.31	19,513.00	454,496.31
03/01/19	438,682.69	15,813.62	454,496.31
09/01/19	442,413.54	12,082.77	454,496.31
03/01/20	446,176.11	8,320.20	454,496.31
09/01/20	449,970.68	4,525.63	454,496.31
10/04/20	82,165.37	128.11	82,293.48
<u>Totals</u>	<u>7,236,736.35</u>	<u>571,994.40</u>	<u>7,808,730.75</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N690AE)
(MSN 14500858)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	389,768.67	46,164.31	435,932.98
03/01/13	392,297.47	43,635.51	435,932.98
09/01/13	394,842.67	41,090.31	435,932.98
03/01/14	397,404.38	38,528.60	435,932.98
09/01/14	399,982.72	35,950.26	435,932.98
03/01/15	402,577.79	33,355.19	435,932.98
09/01/15	405,189.68	30,743.30	435,932.98
03/01/16	407,818.53	28,114.45	435,932.98
09/01/16	410,464.44	25,468.54	435,932.98
03/01/17	413,127.50	22,805.48	435,932.98
09/01/17	415,807.85	20,125.13	435,932.98
03/01/18	418,505.59	17,427.39	435,932.98
09/01/18	421,220.83	14,712.15	435,932.98
03/01/19	423,953.68	11,979.30	435,932.98
09/01/19	426,704.27	9,228.71	435,932.98
03/01/20	429,472.70	6,460.28	435,932.98
09/01/20	432,259.10	3,673.88	435,932.98
10/27/20	134,004.72	270.49	134,275.21
<u>Totals</u>	<u>7,115,402.59</u>	<u>429,733.28</u>	<u>7,545,135.87</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N691AE)
(MSN 14500860)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	392,614.36	54,114.02	446,728.38
03/01/13	395,554.23	51,174.15	446,728.38
09/01/13	398,516.12	48,212.26	446,728.38
03/01/14	401,500.18	45,228.20	446,728.38
09/01/14	404,506.59	42,221.79	446,728.38
03/01/15	407,535.51	39,192.87	446,728.38
09/01/15	410,587.12	36,141.26	446,728.38
03/01/16	413,661.57	33,066.81	446,728.38
09/01/16	416,759.04	29,969.34	446,728.38
03/01/17	419,879.71	26,848.67	446,728.38
09/01/17	423,023.74	23,704.64	446,728.38
03/01/18	426,191.32	20,537.06	446,728.38
09/01/18	429,382.61	17,345.77	446,728.38
03/01/19	432,597.81	14,130.57	446,728.38
09/01/19	435,837.07	10,891.31	446,728.38
03/01/20	439,100.59	7,627.79	446,728.38
09/01/20	442,388.55	4,339.83	446,728.38
10/27/20	137,187.12	319.59	137,506.71
Totals	7,226,823.24	505,065.93	7,731,889.17

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N692AE)
(MSN 14500866)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,340.58	67,397.25	458,737.83
03/01/13	394,933.73	63,804.10	458,737.83
09/01/13	398,559.87	60,177.96	458,737.83
03/01/14	402,219.31	56,518.52	458,737.83
09/01/14	405,912.35	52,825.48	458,737.83
03/01/15	409,639.29	49,098.54	458,737.83
09/01/15	413,400.46	45,337.37	458,737.83
03/01/16	417,196.16	41,541.67	458,737.83
09/01/16	421,026.70	37,711.13	458,737.83
03/01/17	424,892.42	33,845.41	458,737.83
09/01/17	428,793.64	29,944.19	458,737.83
03/01/18	432,730.67	26,007.16	458,737.83
09/01/18	436,703.86	22,033.97	458,737.83
03/01/19	440,713.51	18,024.32	458,737.83
09/01/19	444,759.99	13,977.84	458,737.83
03/01/20	448,843.62	9,894.21	458,737.83
09/01/20	452,964.74	5,773.09	458,737.83
11/10/20	175,798.42	627.71	176,426.13
<u>Totals</u>	<u>7,340,429.32</u>	<u>634,539.92</u>	<u>7,974,969.24</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N693AE)
(MSN 14500868)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	389,800.23	59,324.19	449,124.42
03/01/13	392,989.43	56,134.99	449,124.42
09/01/13	396,204.74	52,919.68	449,124.42
03/01/14	399,446.35	49,678.07	449,124.42
09/01/14	402,714.48	46,409.94	449,124.42
03/01/15	406,009.35	43,115.07	449,124.42
09/01/15	409,331.17	39,793.25	449,124.42
03/01/16	412,680.18	36,444.24	449,124.42
09/01/16	416,056.59	33,067.83	449,124.42
03/01/17	419,460.61	29,663.81	449,124.42
09/01/17	422,892.49	26,231.93	449,124.42
03/01/18	426,352.45	22,771.97	449,124.42
09/01/18	429,840.72	19,283.70	449,124.42
03/01/19	433,357.52	15,766.90	449,124.42
09/01/19	436,903.10	12,221.32	449,124.42
03/01/20	440,477.69	8,646.73	449,124.42
09/01/20	444,081.52	5,042.90	449,124.42
11/10/20	172,285.05	548.17	172,833.22
<u>Totals</u>	<u>7,250,883.67</u>	<u>557,064.69</u>	<u>7,807,948.36</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N694AE)
(MSN 14500869)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	392,627.49	65,312.30	457,939.79
03/01/13	396,110.19	61,829.60	457,939.79
09/01/13	399,623.78	58,316.01	457,939.79
03/01/14	403,168.53	54,771.26	457,939.79
09/01/14	406,744.73	51,195.06	457,939.79
03/01/15	410,352.65	47,587.14	457,939.79
09/01/15	413,992.57	43,947.22	457,939.79
03/01/16	417,664.78	40,275.01	457,939.79
09/01/16	421,369.57	36,570.22	457,939.79
03/01/17	425,107.21	32,832.58	457,939.79
09/01/17	428,878.01	29,061.78	457,939.79
03/01/18	432,682.26	25,257.53	457,939.79
09/01/18	436,520.24	21,419.55	457,939.79
03/01/19	440,392.28	17,547.51	457,939.79
09/01/19	444,298.66	13,641.13	457,939.79
03/01/20	448,239.69	9,700.10	457,939.79
09/01/20	452,215.68	5,724.11	457,939.79
11/17/20	193,101.12	732.72	193,833.84
<u>Totals</u>	<u>7,363,089.44</u>	<u>615,720.83</u>	<u>7,978,810.27</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N695AE)
(MSN 14500870)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,407.57	76,062.14	467,469.71
03/01/13	395,398.09	72,071.62	467,469.71
09/01/13	399,429.27	68,040.44	467,469.71
03/01/14	403,501.57	63,968.14	467,469.71
09/01/14	407,615.38	59,854.33	467,469.71
03/01/15	411,771.13	55,698.58	467,469.71
09/01/15	415,969.25	51,500.46	467,469.71
03/01/16	420,210.17	47,259.54	467,469.71
09/01/16	424,494.32	42,975.39	467,469.71
03/01/17	428,822.16	38,647.55	467,469.71
09/01/17	433,194.12	34,275.59	467,469.71
03/01/18	437,610.66	29,859.05	467,469.71
09/01/18	442,072.22	25,397.49	467,469.71
03/01/19	446,579.26	20,890.45	467,469.71
09/01/19	451,132.26	16,337.45	467,469.71
03/01/20	455,731.68	11,738.03	467,469.71
09/01/20	460,377.99	7,091.72	467,469.71
12/02/20	235,210.85	1,225.67	236,436.52
<u>Totals</u>	<u>7,460,527.95</u>	<u>722,893.64</u>	<u>8,183,421.59</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N696AE)
(MSN 14500874)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	392,098.74	60,264.03	452,362.77
03/01/13	395,306.75	57,056.02	452,362.77
09/01/13	398,541.01	53,821.76	452,362.77
03/01/14	401,801.73	50,561.04	452,362.77
09/01/14	405,089.13	47,273.64	452,362.77
03/01/15	408,403.44	43,959.33	452,362.77
09/01/15	411,744.85	40,617.92	452,362.77
03/01/16	415,113.60	37,249.17	452,362.77
09/01/16	418,509.92	33,852.85	452,362.77
03/01/17	421,934.02	30,428.75	452,362.77
09/01/17	425,386.13	26,976.64	452,362.77
03/01/18	428,866.49	23,496.28	452,362.77
09/01/18	432,375.33	19,987.44	452,362.77
03/01/19	435,912.87	16,449.90	452,362.77
09/01/19	439,479.36	12,883.41	452,362.77
03/01/20	443,075.03	9,287.74	452,362.77
09/01/20	446,700.11	5,662.66	452,362.77
12/09/20	245,416.88	1,104.35	246,521.23
<u>Totals</u>	<u>7,365,755.39</u>	<u>570,932.93</u>	<u>7,936,688.32</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N697AB)
(MSN 14500875)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,694.01	68,793.08	463,487.09
03/01/13	398,317.95	65,169.14	463,487.09
09/01/13	401,975.17	61,511.92	463,487.09
03/01/14	405,665.96	57,821.13	463,487.09
09/01/14	409,390.65	54,096.44	463,487.09
03/01/15	413,149.53	50,337.56	463,487.09
09/01/15	416,942.92	46,544.17	463,487.09
03/01/16	420,771.14	42,715.95	463,487.09
09/01/16	424,634.52	38,852.57	463,487.09
03/01/17	428,533.36	34,953.73	463,487.09
09/01/17	432,468.01	31,019.08	463,487.09
03/01/18	436,438.78	27,048.31	463,487.09
09/01/18	440,446.01	23,041.08	463,487.09
03/01/19	444,490.03	18,997.06	463,487.09
09/01/19	448,571.18	14,915.91	463,487.09
03/01/20	452,689.81	10,797.28	463,487.09
09/01/20	456,846.24	6,640.85	463,487.09
12/15/20	266,427.58	1,426.97	267,854.55
<u>Totals</u>	<u>7,492,452.85</u>	<u>654,682.23</u>	<u>8,147,135.08</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N698CB)
(MSN 14500877)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,694.01	68,793.08	463,487.09
03/01/13	398,317.95	65,169.14	463,487.09
09/01/13	401,975.17	61,511.92	463,487.09
03/01/14	405,665.96	57,821.13	463,487.09
09/01/14	409,390.65	54,096.44	463,487.09
03/01/15	413,149.53	50,337.56	463,487.09
09/01/15	416,942.92	46,544.17	463,487.09
03/01/16	420,771.14	42,715.95	463,487.09
09/01/16	424,634.52	38,852.57	463,487.09
03/01/17	428,533.36	34,953.73	463,487.09
09/01/17	432,468.01	31,019.08	463,487.09
03/01/18	436,438.78	27,048.31	463,487.09
09/01/18	440,446.01	23,041.08	463,487.09
03/01/19	444,490.03	18,997.06	463,487.09
09/01/19	448,571.18	14,915.91	463,487.09
03/01/20	452,689.81	10,797.28	463,487.09
09/01/20	456,846.24	6,640.85	463,487.09
12/15/20	266,427.58	1,426.97	267,854.55
<u>Totals</u>	<u>7,492,452.85</u>	<u>654,682.23</u>	<u>8,147,135.08</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N699AE)
(MSN 14500883)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	391,544.98	60,994.14	452,539.12
03/01/13	394,748.46	57,790.66	452,539.12
09/01/13	397,978.16	54,560.96	452,539.12
03/01/14	401,234.28	51,304.84	452,539.12
09/01/14	404,517.04	48,022.08	452,539.12
03/01/15	407,826.65	44,712.47	452,539.12
09/01/15	411,163.35	41,375.77	452,539.12
03/01/16	414,527.34	38,011.78	452,539.12
09/01/16	417,918.86	34,620.26	452,539.12
03/01/17	421,338.13	31,200.99	452,539.12
09/01/17	424,785.37	27,753.75	452,539.12
03/01/18	428,260.82	24,278.30	452,539.12
09/01/18	431,764.69	20,774.43	452,539.12
03/01/19	435,297.24	17,241.88	452,539.12
09/01/19	438,858.69	13,680.43	452,539.12
03/01/20	442,449.28	10,089.84	452,539.12
09/01/20	446,069.25	6,469.87	452,539.12
01/18/21	344,709.69	2,177.89	346,887.58
<u>Totals</u>	<u>7,454,992.28</u>	<u>585,060.34</u>	<u>8,040,052.62</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N900AE)
(MSN 14500885)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	393,471.49	75,090.63	468,562.12
03/01/13	397,350.09	71,212.03	468,562.12
09/01/13	401,266.94	67,295.18	468,562.12
03/01/14	405,222.38	63,339.74	468,562.12
09/01/14	409,216.82	59,345.30	468,562.12
03/01/15	413,250.64	55,311.48	468,562.12
09/01/15	417,324.21	51,237.91	468,562.12
03/01/16	421,437.94	47,124.18	468,562.12
09/01/16	425,592.23	42,969.89	468,562.12
03/01/17	429,787.46	38,774.66	468,562.12
09/01/17	434,024.05	34,538.07	468,562.12
03/01/18	438,302.39	30,259.73	468,562.12
09/01/18	442,622.92	25,939.20	468,562.12
03/01/19	446,986.03	21,576.09	468,562.12
09/01/19	451,392.15	17,169.97	468,562.12
03/01/20	455,841.70	12,720.42	468,562.12
09/01/20	460,335.11	8,227.01	468,562.12
01/25/21	374,266.76	2,992.43	377,259.19
<u>Totals</u>	<u>7,617,691.31</u>	<u>725,123.92</u>	<u>8,342,815.23</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N902BC)
(MSN 14500887)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	393,343.16	75,218.96	468,562.12
03/01/13	397,220.50	71,341.62	468,562.12
09/01/13	401,136.06	67,426.06	468,562.12
03/01/14	405,090.22	63,471.90	468,562.12
09/01/14	409,083.36	59,478.76	468,562.12
03/01/15	413,115.86	55,446.26	468,562.12
09/01/15	417,188.10	51,374.02	468,562.12
03/01/16	421,300.50	47,261.62	468,562.12
09/01/16	425,453.42	43,108.70	468,562.12
03/01/17	429,647.29	38,914.83	468,562.12
09/01/17	433,882.49	34,679.63	468,562.12
03/01/18	438,159.44	30,402.68	468,562.12
09/01/18	442,478.56	26,083.56	468,562.12
03/01/19	446,840.25	21,721.87	468,562.12
09/01/19	451,244.93	17,317.19	468,562.12
03/01/20	455,693.03	12,869.09	468,562.12
09/01/20	460,184.98	8,377.14	468,562.12
01/31/21	389,647.62	3,243.44	392,891.06
<u>Totals</u>	<u>7,630,709.77</u>	<u>727,737.33</u>	<u>8,358,447.10</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N905JH)
(MSN 14500892)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	392,590.44	72,987.10	465,577.54
03/01/13	396,332.87	69,244.67	465,577.54
09/01/13	400,110.97	65,466.57	465,577.54
03/01/14	403,925.09	61,652.45	465,577.54
09/01/14	407,775.56	57,801.98	465,577.54
03/01/15	411,662.75	53,914.79	465,577.54
09/01/15	415,586.98	49,990.56	465,577.54
03/01/16	419,548.63	46,028.91	465,577.54
09/01/16	423,548.04	42,029.50	465,577.54
03/01/17	427,585.58	37,991.96	465,577.54
09/01/17	431,661.60	33,915.94	465,577.54
03/01/18	435,776.48	29,801.06	465,577.54
09/01/18	439,930.58	25,646.96	465,577.54
03/01/19	444,124.29	21,453.25	465,577.54
09/01/19	448,357.97	17,219.57	465,577.54
03/01/20	452,632.01	12,945.53	465,577.54
09/01/20	456,946.79	8,630.75	465,577.54
02/24/21	448,441.53	4,179.84	452,621.37
<u>Totals</u>	<u>7,656,538.16</u>	<u>710,901.39</u>	<u>8,367,439.55</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N906AE)
(MSN 14500894)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,688.16	84,761.25	479,449.41
03/01/13	398,978.38	80,471.03	479,449.41
09/01/13	403,315.24	76,134.17	479,449.41
03/01/14	407,699.23	71,750.18	479,449.41
09/01/14	412,130.88	67,318.53	479,449.41
03/01/15	416,610.70	62,838.71	479,449.41
09/01/15	421,139.22	58,310.19	479,449.41
03/01/16	425,716.96	53,732.45	479,449.41
09/01/16	430,344.46	49,104.95	479,449.41
03/01/17	435,022.26	44,427.15	479,449.41
09/01/17	439,750.91	39,698.50	479,449.41
03/01/18	444,530.96	34,918.45	479,449.41
09/01/18	449,362.97	30,086.44	479,449.41
03/01/19	454,247.49	25,201.92	479,449.41
09/01/19	459,185.12	20,264.29	479,449.41
03/01/20	464,176.42	15,272.99	479,449.41
09/01/20	469,221.97	10,227.44	479,449.41
02/28/21	471,673.53	5,127.05	476,800.58
<u>Totals</u>	<u>7,797,794.86</u>	<u>829,645.69</u>	<u>8,627,440.55</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N907AE)
(MSN 14500895)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	394,688.16	84,761.25	479,449.41
03/01/13	398,978.38	80,471.03	479,449.41
09/01/13	403,315.24	76,134.17	479,449.41
03/01/14	407,699.23	71,750.18	479,449.41
09/01/14	412,130.88	67,318.53	479,449.41
03/01/15	416,610.70	62,838.71	479,449.41
09/01/15	421,139.22	58,310.19	479,449.41
03/01/16	425,716.96	53,732.45	479,449.41
09/01/16	430,344.46	49,104.95	479,449.41
03/01/17	435,022.26	44,427.15	479,449.41
09/01/17	439,750.91	39,698.50	479,449.41
03/01/18	444,530.96	34,918.45	479,449.41
09/01/18	449,362.97	30,086.44	479,449.41
03/01/19	454,247.49	25,201.92	479,449.41
09/01/19	459,185.12	20,264.29	479,449.41
03/01/20	464,176.42	15,272.99	479,449.41
09/01/20	469,221.97	10,227.44	479,449.41
02/28/21	471,673.53	5,127.05	476,800.58
Totals	7,797,794.86	829,645.69	8,627,440.55

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N908AE)
(MSN 14500897)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	394,335.12	91,183.72	485,518.84
03/01/13	398,891.16	86,627.68	485,518.84
09/01/13	403,499.83	82,019.01	485,518.84
03/01/14	408,161.76	77,357.08	485,518.84
09/01/14	412,877.54	72,641.30	485,518.84
03/01/15	417,647.81	67,871.03	485,518.84
09/01/15	422,473.20	63,045.64	485,518.84
03/01/16	427,354.34	58,164.50	485,518.84
09/01/16	432,291.87	53,226.97	485,518.84
03/01/17	437,286.45	48,232.39	485,518.84
09/01/17	442,338.73	43,180.11	485,518.84
03/01/18	447,449.39	38,069.45	485,518.84
09/01/18	452,619.09	32,899.75	485,518.84
03/01/19	457,848.53	27,670.31	485,518.84
09/01/19	463,138.38	22,380.46	485,518.84
03/01/20	468,489.35	17,029.49	485,518.84
09/01/20	473,902.15	11,616.69	485,518.84
03/01/21	479,377.48	6,141.36	485,518.84
03/21/21	52,171.05	66.98	52,238.03
<u>Totals</u>	<u>7,892,153.23</u>	<u>899,423.92</u>	<u>8,791,577.15</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N909AE)
(MSN 14500899)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	396,326.59	103,516.64	499,843.23
03/01/13	401,435.15	98,408.08	499,843.23
09/01/13	406,609.56	93,233.67	499,843.23
03/01/14	411,850.66	87,992.57	499,843.23
09/01/14	417,159.31	82,683.92	499,843.23
03/01/15	422,536.40	77,306.83	499,843.23
09/01/15	427,982.80	71,860.43	499,843.23
03/01/16	433,499.40	66,343.83	499,843.23
09/01/16	439,087.10	60,756.13	499,843.23
03/01/17	444,746.83	55,096.40	499,843.23
09/01/17	450,479.51	49,363.72	499,843.23
03/01/18	456,286.09	43,557.14	499,843.23
09/01/18	462,167.51	37,675.72	499,843.23
03/01/19	468,124.74	31,718.49	499,843.23
09/01/19	474,158.76	25,684.47	499,843.23
03/01/20	480,270.55	19,572.68	499,843.23
09/01/20	486,461.13	13,382.10	499,843.23
03/01/21	492,731.50	7,111.73	499,843.23
03/23/21	59,003.24	92.95	59,096.19
<u>Totals</u>	<u>8,030,916.83</u>	<u>1,025,357.50</u>	<u>9,056,274.33</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N918AE)
(MSN 14500902)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	395,435.46	109,533.38	504,968.84
03/01/13	400,798.26	104,170.58	504,968.84
09/01/13	406,233.78	98,735.06	504,968.84
03/01/14	411,743.02	93,225.82	504,968.84
09/01/14	417,326.98	87,641.86	504,968.84
03/01/15	422,986.66	81,982.18	504,968.84
09/01/15	428,723.09	76,245.75	504,968.84
03/01/16	434,537.32	70,431.52	504,968.84
09/01/16	440,430.41	64,538.43	504,968.84
03/01/17	446,403.42	58,565.42	504,968.84
09/01/17	452,457.42	52,511.42	504,968.84
03/01/18	458,593.54	46,375.30	504,968.84
09/01/18	464,812.86	40,155.98	504,968.84
03/01/19	471,116.54	33,852.30	504,968.84
09/01/19	477,505.70	27,463.14	504,968.84
03/01/20	483,981.51	20,987.33	504,968.84
09/01/20	490,545.14	14,423.70	504,968.84
03/01/21	497,197.79	7,771.05	504,968.84
03/29/21	75,815.01	159.94	75,974.95
<u>Totals</u>	<u>8,076,643.91</u>	<u>1,088,770.16</u>	<u>9,165,414.07</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N922AE)
(MSN 14500906)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	394,498.80	83,521.22	478,020.02
03/01/13	398,658.41	79,361.61	478,020.02
09/01/13	402,861.87	75,158.15	478,020.02
03/01/14	407,109.67	70,910.35	478,020.02
09/01/14	411,402.24	66,617.78	478,020.02
03/01/15	415,740.08	62,279.94	478,020.02
09/01/15	420,123.66	57,896.36	478,020.02
03/01/16	424,553.46	53,466.56	478,020.02
09/01/16	429,029.96	48,990.06	478,020.02
03/01/17	433,553.67	44,466.35	478,020.02
09/01/17	438,125.07	39,894.95	478,020.02
03/01/18	442,744.68	35,275.34	478,020.02
09/01/18	447,413.00	30,607.02	478,020.02
03/01/19	452,130.54	25,889.48	478,020.02
09/01/19	456,897.82	21,122.20	478,020.02
03/01/20	461,715.36	16,304.66	478,020.02
09/01/20	466,583.70	11,436.32	478,020.02
03/01/21	471,503.38	6,516.64	478,020.02
04/27/21	146,537.27	489.28	147,026.55
Totals	7,921,182.64	830,204.27	8,751,386.91

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N923AE)
(MSN 14500907)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	396,828.09	92,830.99	489,659.08
03/01/13	401,409.09	88,249.99	489,659.08
09/01/13	406,042.97	83,616.11	489,659.08
03/01/14	410,730.34	78,928.74	489,659.08
09/01/14	415,471.83	74,187.25	489,659.08
03/01/15	420,268.05	69,391.03	489,659.08
09/01/15	425,119.64	64,539.44	489,659.08
03/01/16	430,027.24	59,631.84	489,659.08
09/01/16	434,991.48	54,667.60	489,659.08
03/01/17	440,013.04	49,646.04	489,659.08
09/01/17	445,092.57	44,566.51	489,659.08
03/01/18	450,230.73	39,428.35	489,659.08
09/01/18	455,428.21	34,230.87	489,659.08
03/01/19	460,685.69	28,973.39	489,659.08
09/01/19	466,003.85	23,655.23	489,659.08
03/01/20	471,383.42	18,275.66	489,659.08
09/01/20	476,825.09	12,833.99	489,659.08
03/01/21	482,329.58	7,329.50	489,659.08
04/28/21	152,587.56	567.59	153,155.15
<u>Totals</u>	<u>8,041,468.47</u>	<u>925,550.12</u>	<u>8,967,018.59</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N925AE)
(MSN 14500908)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	396,828.09	92,830.99	489,659.08
03/01/13	401,409.09	88,249.99	489,659.08
09/01/13	406,042.97	83,616.11	489,659.08
03/01/14	410,730.34	78,928.74	489,659.08
09/01/14	415,471.83	74,187.25	489,659.08
03/01/15	420,268.05	69,391.03	489,659.08
09/01/15	425,119.64	64,539.44	489,659.08
03/01/16	430,027.24	59,631.84	489,659.08
09/01/16	434,991.48	54,667.60	489,659.08
03/01/17	440,013.04	49,646.04	489,659.08
09/01/17	445,092.57	44,566.51	489,659.08
03/01/18	450,230.73	39,428.35	489,659.08
09/01/18	455,428.21	34,230.87	489,659.08
03/01/19	460,685.69	28,973.39	489,659.08
09/01/19	466,003.85	23,655.23	489,659.08
03/01/20	471,383.42	18,275.66	489,659.08
09/01/20	476,825.09	12,833.99	489,659.08
03/01/21	482,329.58	7,329.50	489,659.08
04/28/21	152,587.56	567.59	153,155.15
<u>Totals</u>	<u>8,041,468.47</u>	<u>925,550.12</u>	<u>8,967,018.59</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N928AE)
(MSN 14500911)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	396,205.84	81,487.28	477,693.12
03/01/13	400,249.97	77,443.15	477,693.12
09/01/13	404,335.39	73,357.73	477,693.12
03/01/14	408,462.50	69,230.62	477,693.12
09/01/14	412,631.74	65,061.38	477,693.12
03/01/15	416,843.54	60,849.58	477,693.12
09/01/15	421,098.32	56,594.80	477,693.12
03/01/16	425,396.53	52,296.59	477,693.12
09/01/16	429,738.62	47,954.50	477,693.12
03/01/17	434,125.02	43,568.10	477,693.12
09/01/17	438,556.20	39,136.92	477,693.12
03/01/18	443,032.61	34,660.51	477,693.12
09/01/18	447,554.71	30,138.41	477,693.12
03/01/19	452,122.97	25,570.15	477,693.12
09/01/19	456,737.86	20,955.26	477,693.12
03/01/20	461,399.85	16,293.27	477,693.12
09/01/20	466,109.43	11,583.69	477,693.12
03/01/21	470,867.08	6,826.04	477,693.12
05/17/21	197,884.20	864.04	198,748.24
<u>Totals</u>	<u>7,983,352.38</u>	<u>813,872.02</u>	<u>8,797,224.40</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N931AE)
(MSN 14500912)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	398,870.23	87,935.94	486,806.17
03/01/13	403,205.90	83,600.27	486,806.17
09/01/13	407,588.71	79,217.46	486,806.17
03/01/14	412,019.16	74,787.01	486,806.17
09/01/14	416,497.77	70,308.40	486,806.17
03/01/15	421,025.06	65,781.11	486,806.17
09/01/15	425,601.56	61,204.61	486,806.17
03/01/16	430,227.80	56,578.37	486,806.17
09/01/16	434,904.34	51,901.83	486,806.17
03/01/17	439,631.71	47,174.46	486,806.17
09/01/17	444,410.46	42,395.71	486,806.17
03/01/18	449,241.15	37,565.02	486,806.17
09/01/18	454,124.36	32,681.81	486,806.17
03/01/19	459,060.65	27,745.52	486,806.17
09/01/19	464,050.59	22,755.58	486,806.17
03/01/20	469,094.77	17,711.40	486,806.17
09/01/20	474,193.79	12,612.38	486,806.17
03/01/21	479,348.22	7,457.95	486,806.17
05/19/21	206,761.61	986.39	207,748.00
<u>Totals</u>	<u>8,089,857.84</u>	<u>880,401.22</u>	<u>8,970,259.06</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N932AE)
(MSN 14500915)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	398,753.13	88,053.04	486,806.17
03/01/13	403,087.54	83,718.63	486,806.17
09/01/13	407,469.06	79,337.11	486,806.17
03/01/14	411,898.21	74,907.96	486,806.17
09/01/14	416,375.50	70,430.67	486,806.17
03/01/15	420,901.46	65,904.71	486,806.17
09/01/15	425,476.62	61,329.55	486,806.17
03/01/16	430,101.50	56,704.67	486,806.17
09/01/16	434,776.67	52,029.50	486,806.17
03/01/17	439,502.64	47,303.53	486,806.17
09/01/17	444,279.99	42,526.18	486,806.17
03/01/18	449,109.27	37,696.90	486,806.17
09/01/18	453,991.05	32,815.12	486,806.17
03/01/19	458,925.88	27,880.29	486,806.17
09/01/19	463,914.37	22,891.80	486,806.17
03/01/20	468,957.06	17,849.11	486,806.17
09/01/20	474,054.58	12,751.59	486,806.17
03/01/21	479,207.51	7,598.66	486,806.17
05/24/21	219,847.85	1,115.20	220,963.05
<u>Totals</u>	<u>8,100,629.89</u>	<u>882,844.22</u>	<u>8,983,474.11</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N933JN)
(MSN 14500918)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	398,939.54	79,841.48	478,781.02
03/01/13	402,877.03	75,903.99	478,781.02
09/01/13	406,853.39	71,927.63	478,781.02
03/01/14	410,868.99	67,912.03	478,781.02
09/01/14	414,924.23	63,856.79	478,781.02
03/01/15	419,019.49	59,761.53	478,781.02
09/01/15	423,155.17	55,625.85	478,781.02
03/01/16	427,331.67	51,449.35	478,781.02
09/01/16	431,549.39	47,231.63	478,781.02
03/01/17	435,808.74	42,972.28	478,781.02
09/01/17	440,110.13	38,670.89	478,781.02
03/01/18	444,453.97	34,327.05	478,781.02
09/01/18	448,840.69	29,940.33	478,781.02
03/01/19	453,270.70	25,510.32	478,781.02
09/01/19	457,744.44	21,036.58	478,781.02
03/01/20	462,262.33	16,518.69	478,781.02
09/01/20	466,824.81	11,956.21	478,781.02
03/01/21	471,432.33	7,348.69	478,781.02
06/15/21	273,123.76	1,587.47	274,711.23
<u>Totals</u>	<u>8,089,390.80</u>	<u>803,378.79</u>	<u>8,892,769.59</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N935AE)
(MSN 14500920)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

Date	Payments of Principal and Interest		
	Principal	Interest	Total
09/01/12	401,070.90	89,400.18	490,471.08
03/01/13	405,430.50	85,040.58	490,471.08
09/01/13	409,837.49	80,633.59	490,471.08
03/01/14	414,292.38	76,178.70	490,471.08
09/01/14	418,795.69	71,675.39	490,471.08
03/01/15	423,347.96	67,123.12	490,471.08
09/01/15	427,949.71	62,521.37	490,471.08
03/01/16	432,601.48	57,869.60	490,471.08
09/01/16	437,303.82	53,167.26	490,471.08
03/01/17	442,057.27	48,413.81	490,471.08
09/01/17	446,862.39	43,608.69	490,471.08
03/01/18	451,719.73	38,751.35	490,471.08
09/01/18	456,629.88	33,841.20	490,471.08
03/01/19	461,593.40	28,877.68	490,471.08
09/01/19	466,610.88	23,860.20	490,471.08
03/01/20	471,682.89	18,788.19	490,471.08
09/01/20	476,810.04	13,661.04	490,471.08
03/01/21	481,992.91	8,478.17	490,471.08
06/22/21	297,974.33	2,033.34	300,007.67
Totals	8,224,563.65	903,923.46	9,128,487.11

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N939AE)
(MSN 14500923)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	401,314.69	86,610.86	487,925.55
03/01/13	405,541.60	82,383.95	487,925.55
09/01/13	409,813.03	78,112.52	487,925.55
03/01/14	414,129.44	73,796.11	487,925.55
09/01/14	418,491.32	69,434.23	487,925.55
03/01/15	422,899.14	65,026.41	487,925.55
09/01/15	427,353.39	60,572.16	487,925.55
03/01/16	431,854.56	56,070.99	487,925.55
09/01/16	436,403.13	51,522.42	487,925.55
03/01/17	440,999.61	46,925.94	487,925.55
09/01/17	445,644.50	42,281.05	487,925.55
03/01/18	450,338.32	37,587.23	487,925.55
09/01/18	455,081.58	32,843.97	487,925.55
03/01/19	459,874.79	28,050.76	487,925.55
09/01/19	464,718.49	23,207.06	487,925.55
03/01/20	469,613.21	18,312.34	487,925.55
09/01/20	474,559.48	13,366.07	487,925.55
03/01/21	479,557.85	8,367.70	487,925.55
06/29/21	314,895.50	2,211.13	317,106.63
<u>Totals</u>	<u>8,223,083.63</u>	<u>876,682.90</u>	<u>9,099,766.53</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N941LT)
(MSN 14500926)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	396,517.17	83,191.47	479,708.64
03/01/13	400,564.48	79,144.16	479,708.64
09/01/13	404,653.10	75,055.54	479,708.64
03/01/14	408,783.46	70,925.18	479,708.64
09/01/14	412,955.98	66,752.66	479,708.64
03/01/15	417,171.08	62,537.56	479,708.64
09/01/15	421,429.21	58,279.43	479,708.64
03/01/16	425,730.80	53,977.84	479,708.64
09/01/16	430,076.30	49,632.34	479,708.64
03/01/17	434,466.15	45,242.49	479,708.64
09/01/17	438,900.81	40,807.83	479,708.64
03/01/18	443,380.74	36,327.90	479,708.64
09/01/18	447,906.39	31,802.25	479,708.64
03/01/19	452,478.24	27,230.40	479,708.64
09/01/19	457,096.75	22,611.89	479,708.64
03/01/20	461,762.41	17,946.23	479,708.64
09/01/20	466,475.69	13,232.95	479,708.64
03/01/21	471,237.07	8,471.57	479,708.64
07/18/21	358,727.04	2,827.55	361,554.59
<u>Totals</u>	<u>8,150,312.87</u>	<u>845,997.24</u>	<u>8,996,310.11</u>

AMENDMENT EFFECTIVE DATE PAYMENT SCHEDULE
(N942LL)
(MSN 14500930)

The schedule below sets forth the indicative principal and interest payments that would be applicable to the Aircraft with the tail number and MSN set forth above, assuming that the Amendment Effective Date with respect to such Aircraft had occurred on March 1, 2012 (after application of the principal and interest payment made on March 1, 2012 pursuant to the Existing Stipulations). On the actual Amendment Effective Date with respect to such Aircraft, Schedule I to the Existing Loan Agreement relating to such Aircraft shall be replaced with the schedule below, after deleting the payment dates and amounts set forth below for payment dates occurring on or before such Amendment Effective Date so that the payment dates and amounts in such schedule commence with the first payment date set forth below occurring after such Amendment Effective Date. For the avoidance of doubt, (i) no such replacement of Schedule I to the Existing Loan Agreement with respect to such Aircraft shall be effected and (ii) the headings "Principal" and "Interest" shall not define or limit the application of the payments, in each case until the Amendment Effective Date with respect to such Aircraft.

<u>Date</u>	<u>Payments of Principal and Interest</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
09/01/12	397,165.68	101,908.49	499,074.17
03/01/13	402,017.98	97,056.19	499,074.17
09/01/13	406,929.56	92,144.61	499,074.17
03/01/14	411,901.15	87,173.02	499,074.17
09/01/14	416,933.47	82,140.70	499,074.17
03/01/15	422,027.28	77,046.89	499,074.17
09/01/15	427,183.32	71,890.85	499,074.17
03/01/16	432,402.36	66,671.81	499,074.17
09/01/16	437,685.15	61,389.02	499,074.17
03/01/17	443,032.49	56,041.68	499,074.17
09/01/17	448,445.15	50,629.02	499,074.17
03/01/18	453,923.95	45,150.22	499,074.17
09/01/18	459,469.68	39,604.49	499,074.17
03/01/19	465,083.17	33,991.00	499,074.17
09/01/19	470,765.24	28,308.93	499,074.17
03/01/20	476,516.73	22,557.44	499,074.17
09/01/20	482,338.48	16,735.69	499,074.17
03/01/21	488,231.36	10,842.81	499,074.17
07/28/21	399,263.62	4,037.84	403,301.46
<u>Totals</u>	<u>8,341,315.82</u>	<u>1,045,320.70</u>	<u>9,386,636.52</u>

Schedule VII

Outstanding Principal for ERJ140 Aircraft and Newer ERJ145 Aircraft

	U.S. Registration Number	Manufacturer's Serial Number	Column A	Column B
1	N800AE	145425	\$6,302,795.77	\$3,214,425.84
2	N801AE	145469	\$6,278,869.85	\$3,202,223.62
3	N802AE	145471	\$6,284,619.31	\$3,205,155.85
4	N803AE	145483	\$6,301,867.58	\$3,213,952.47
5	N804AE	145487	\$6,272,829.64	\$3,199,143.12
6	N805AE	145489	\$6,272,829.64	\$3,199,143.12
7	N806AE	145503	\$6,232,646.60	\$3,178,649.77
8	N807AE	145506	\$6,232,646.60	\$3,178,649.77
9	N808AE	145519	\$6,202,959.02	\$3,163,509.10
10	N809AE	145521	\$6,202,959.02	\$3,163,509.10
11	N810AE	145525	\$6,203,232.58	\$3,163,648.62
12	N811AE	145529	\$6,275,264.85	\$3,200,385.07
13	N812AE	145531	\$6,275,264.85	\$3,200,385.07
14	N813AE	145539	\$6,583,376.30	\$3,357,521.91
15	N814AE	145541	\$6,583,376.30	\$3,357,521.91
16	N815AE	145545	\$6,629,861.03	\$3,381,229.13
17	N816AE	145552	\$6,629,861.03	\$3,381,229.13
18	N817AE	145554	\$6,748,898.95	\$3,441,938.46
19	N818AE	145561	\$6,751,776.13	\$3,443,405.83
20	N819AE	145566	\$6,751,776.13	\$3,443,405.83
21	N820AE	145576	\$7,039,965.88	\$3,590,382.60
22	N821AE	145577	\$7,039,965.88	\$3,590,382.60
23	N822AE	145581	\$7,059,084.15	\$3,600,132.92
24	N823AE	145582	\$7,018,208.52	\$3,579,286.35
25	N824AE	145584	\$7,018,208.52	\$3,579,286.35
26	N825AE	145589	\$7,095,256.89	\$3,618,581.01
27	N826AE	145592	\$7,114,994.05	\$3,628,646.97
28	N827AE	145602	\$7,110,326.32	\$3,626,266.42
29	N828AE	145604	\$7,068,385.12	\$3,604,876.41
30	N829AE	145609	\$7,079,624.10	\$3,610,608.29
31	N830AE	145615	\$7,134,491.89	\$3,638,590.86
32	N831AE	145616	\$7,134,491.89	\$3,638,590.86
33	N832AE	145627	\$7,117,679.29	\$3,630,016.44
34	N833AE	145629	\$7,110,710.63	\$3,626,462.42
35	N834AE	145631	\$7,095,243.00	\$3,618,573.93
36	N835AE	145634	\$7,047,881.81	\$3,594,419.72

	U.S. Registration Number	Manufacturer's Serial Number	Column A	Column B
37	N836AE	145635	\$7,047,881.81	\$3,594,419.72
38	N837AE	145647	\$7,146,137.44	\$3,644,530.09
39	N838AE	145651	\$7,250,239.17	\$3,697,621.98
40	N839AE	145653	\$7,131,972.81	\$3,637,306.13
41	N840AE	145656	\$7,139,608.46	\$3,641,200.31
42	N841AE	145667	\$7,257,788.87	\$3,701,472.32
43	N842AE	145673	\$7,274,657.33	\$3,710,075.24
44	N843AE	145680	\$7,425,945.53	\$3,787,232.22
45	N844AE	145682	\$7,425,945.53	\$3,787,232.22
46	N845AE	145685	\$7,399,904.36	\$3,773,951.22
47	N846AE	145692	\$7,381,459.65	\$3,764,544.42
48	N847AE	145707	\$7,603,775.56	\$3,877,925.54
49	N848AE	145710	\$7,658,393.04	\$3,905,780.45
50	N849AE	145716	\$7,431,116.57	\$3,789,869.45
51	N850AE	145722	\$7,633,766.78	\$3,893,221.06
52	N851AE	145734	\$7,515,024.87	\$3,832,662.68
53	N852AE	145736	\$7,549,744.62	\$3,850,369.76
54	N853AE	145742	\$7,957,400.31	\$4,058,274.16
55	N854AE	145743	\$7,989,568.96	\$4,074,680.17
56	N855AE	145747	\$8,231,357.73	\$4,197,992.44
57	N856AE	145748	\$8,266,325.70	\$4,215,826.11
58	N857AE	145752	\$8,169,456.97	\$4,166,423.05
59	N858AE	145754	\$8,155,627.24	\$4,159,369.89
60	N650AE	145417	\$6,586,265.63	\$4,346,935.32
61	N651AE	145422	\$6,649,985.46	\$4,388,990.40
62	N652RS	145432	\$6,781,770.31	\$4,475,968.40
63	N653AE	145433	\$6,807,503.17	\$4,492,952.09
64	N654AE	145437	\$6,807,503.17	\$4,492,952.09
65	N655AE	145452	\$6,848,064.55	\$4,519,722.60
66	N656AE	145740	\$9,142,256.89	\$6,033,889.55
67	N657AE	145744	\$9,126,857.42	\$6,023,725.90
68	N658AE	145760	\$9,317,521.14	\$6,149,563.95
69	N659AE	145762	\$9,439,574.00	\$6,230,118.84
70	N660CL	145764	\$9,476,163.77	\$6,254,268.09
71	N661JA	145766	\$9,521,748.74	\$6,284,354.17
72	N662EH	145777	\$9,518,102.16	\$6,281,947.43
73	N663AR	145778	\$9,675,136.44	\$6,385,590.05
74	N664MS	145779	\$9,678,347.07	\$6,387,709.07
75	N665BC	145783	\$9,620,967.02	\$6,349,838.23
76	N667GB	145784	\$9,776,070.63	\$6,452,206.62

	U.S. Registration Number	Manufacturer's Serial Number	Column A	Column B
77	N668HH	145785	\$9,779,277.60	\$6,454,323.22
78	N669MB	145788	\$9,763,038.69	\$6,443,605.54
79	N670AE	145790	\$9,790,110.25	\$6,461,472.77
80	N671AE	145793	\$9,780,486.08	\$6,455,120.81
81	N672AE	145794	\$9,917,869.10	\$6,545,793.61
82	N673AE	145797	\$10,078,895.68	\$6,652,071.15
83	N674RJ	14500801	\$10,148,382.91	\$6,697,932.72
84	N675AE	14500806	\$10,396,878.72	\$6,861,939.96
85	N676AE	14500807	\$10,518,029.23	\$6,941,899.29
86	N677AE	14500810	\$10,570,839.53	\$6,976,754.09
87	N678AE	14500813	\$10,550,669.76	\$6,963,442.04
88	N679AE	14500814	\$10,717,183.22	\$7,073,340.93
89	N680AE	14500820	\$10,756,183.35	\$7,099,081.01
90	N681AE	14500824	\$10,530,234.11	\$6,949,954.51
91	N682AE	14500826	\$10,724,750.42	\$7,078,335.28
92	N683AE	14500833	\$10,860,110.96	\$7,167,673.23
93	N684JW	14500835	\$10,688,983.19	\$7,054,728.91
94	N685AE	14500836	\$10,803,552.23	\$7,130,344.47
95	N686AE	14500843	\$10,833,073.85	\$7,149,828.74
96	N687JS	14500846	\$10,759,341.68	\$7,101,165.51
97	N688AE	14500849	\$10,877,950.77	\$7,179,447.51
98	N689EC	14500853	\$10,964,752.04	\$7,236,736.35
99	N690AE	14500858	\$10,780,913.01	\$7,115,402.59
100	N691AE	14500860	\$10,949,732.18	\$7,226,823.24
101	N692AE	14500866	\$11,121,862.60	\$7,340,429.32
102	N693AE	14500868	\$10,986,187.38	\$7,250,883.67
103	N694AE	14500869	\$11,156,196.12	\$7,363,089.44
104	N695AE	14500870	\$11,303,830.22	\$7,460,527.95
105	N696AE	14500874	\$11,160,235.44	\$7,365,755.39
106	N697AB	14500875	\$11,352,201.29	\$7,492,452.85
107	N698CB	14500877	\$11,352,201.29	\$7,492,452.85
108	N699AE	14500883	\$11,295,442.85	\$7,454,992.28
109	N900AE	14500885	\$11,541,956.53	\$7,617,691.31
110	N902BC	14500887	\$11,561,681.47	\$7,630,709.77
111	N905JH	14500892	\$11,600,815.39	\$7,656,538.16
112	N906AE	14500894	\$11,814,840.70	\$7,797,794.86
113	N907AE	14500895	\$11,814,840.70	\$7,797,794.86
114	N908AE	14500897	\$11,957,807.93	\$7,892,153.23
115	N909AE	14500899	\$12,168,055.80	\$8,030,916.83
116	N918AE	14500902	\$12,237,339.25	\$8,076,643.91

	U.S. Registration Number	Manufacturer's Serial Number	Column A	Column B
117	N922AE	14500906	\$12,001,791.88	\$7,921,182.64
118	N923AE	14500907	\$12,184,043.13	\$8,041,468.47
119	N925AE	14500908	\$12,184,043.13	\$8,041,468.47
120	N928AE	14500911	\$12,095,988.45	\$7,983,352.38
121	N931AE	14500912	\$12,257,360.36	\$8,089,857.84
122	N932AE	14500915	\$12,273,681.65	\$8,100,629.89
123	N933JN	14500918	\$12,256,652.72	\$8,089,390.80
124	N935AE	14500920	\$12,461,460.07	\$8,224,563.65
125	N939AE	14500923	\$12,459,217.62	\$8,223,083.63
126	N941LT	14500926	\$12,348,958.90	\$8,150,312.87
127	N942LL	14500930	\$12,638,357.31	\$8,341,315.82

Schedule VIII

Maintenance Condition Value and Related Definitions

[Attached.]

**Schedule VIII to
Summary of Terms and Conditions**

Maintenance Condition Value and Related Definitions

With respect to the calculation of the Maintenance Condition Value (as defined below) as of any Determination Date, the following words and expressions have the respective meanings set forth below:

“Calculation Aircraft” means, as of such Determination Date, the Aircraft (other than any Remaining ERJ135 Aircraft that has been transferred by American to EBV).

“Determination Date Airframe Total Cycles Consumed” means, as of such Determination Date, with respect to each landing gear (nose, main left and main right) constituting part of a Calculation Aircraft, the total cycles consumed on the airframe constituting part of such Calculation Aircraft since new.

“Determination Date Airframe Total Flight Hours Consumed” means, as of such Determination Date, with respect to an airframe constituting part of a Calculation Aircraft, the total flight hours consumed on such airframe since new.

“Determination Date Engine Total Cycles Consumed” means, as of such Determination Date, with respect to an engine constituting part of a Calculation Aircraft, the total cycles consumed on such engine since new.

“Determination Date Engine Total Flight Hours Consumed” means, as of such Determination Date, with respect to an engine constituting part of a Calculation Aircraft, the total flight hours consumed on such engine since new.

“Determination Date Total SBVs on Airframes” means, with respect to all airframes constituting part of the Calculation Aircraft collectively, the total number of sequential base visits performed under Eagle’s maintenance program with a completion date falling within the period commencing on the Petition Date and ending on such Determination Date.

“Determination Date Total Shop Visits on Engines” means, with respect to all engines constituting part of the Calculation Aircraft collectively, the total number of performed shop visits (level 2 or level 3) under Eagle’s maintenance program with a completion date falling within the period commencing on the Petition Date and ending on such Determination Date.

“Determination Date Total Overhauls on Main Left Landing Gears” means, with respect to all main left landing gears constituting part of the Calculation Aircraft collectively, the total number of performed overhauls under Eagle’s maintenance

program with a completion date falling within the period commencing on the Petition Date and ending on such Determination Date.

“Determination Date Total Overhauls on Main Right Landing Gears” means, with respect to all main right landing gears constituting part of the Calculation Aircraft collectively, the total number of performed overhauls under Eagle’s maintenance program with a completion date falling within the period commencing on the Petition Date and ending on such Determination Date.

“Determination Date Total Overhauls on Nose Landing Gears” means, with respect to all nose landing gears constituting part of the Calculation Aircraft collectively, the total number of performed overhauls under Eagle’s maintenance program with a completion date falling within the period commencing on the Petition Date and ending on such Determination Date.

“Engine LLP” means an engine life limited part of a type listed in Annex B.

“Engine LLP Cost Per Cycle” means, with respect to an Engine LLP, the amount listed under “Engine LLP Cost Per Cycle” in Annex B for such type of Engine LLP.

“Engine LLP Stack Cost Per Cycle” means, with respect to an engine constituting part of a Calculation Aircraft, the amount listed under “Engine LLP Cost Per Cycle for Total LLP Stack” in Annex B.

“Engine LLP Replenishment Value” means, if, during the period commencing on the Petition Date and ending on such Determination Date, any Engine LLP previously installed (any such Engine LLP, a “Replaced LLP”) on an engine constituting part of a Calculation Aircraft has been replaced (any Engine LLP that has so replaced such Replaced LLP, the “Replacement LLP”), with respect to each such replacement (any such replacement, an “LLP Replacement”), the amount (whether positive or negative) that is equal to (a) the difference between (i) the number of cycles of the applicable manufacturer’s published life limit (as in effect as of such Determination Date) remaining on such Replacement LLP immediately after such LLP Replacement and (ii) the number of cycles of the applicable manufacturer’s published life limit (as in effect as of such Determination Date) remaining on such Replaced LLP immediately prior to such LLP Replacement MULTIPLIED BY (b) the applicable Engine LLP Cost Per Cycle.

“Maintenance Condition Value” means the amount (whether positive or negative) as of such Determination Date that is equal to:

(a) Total Maintenance Value Consumed Since Petition Date as of such Determination Date MINUS

(b) the sum of (i) Total Maintenance Value Replenished Since Petition Date as of such Determination Date PLUS (ii) Total Principal Amounts Since Petition Date as of such Determination Date PLUS (iii) the Prior Maintenance Condition Payments.

“Petition Date” means November 29, 2011.

“Petition Date Airframe Total Cycles Consumed” means, as of the Petition Date, with respect to each landing gear (nose, main left and main right) constituting part of a Calculation Aircraft, the total cycles consumed on the airframe constituting part of such Calculation Aircraft since new. Annex A lists the Petition Date Airframe Total Cycles Consumed for each airframe constituting part of a Calculation Aircraft as of the Petition Date.

“Petition Date Airframe Total Flight Hours Consumed” means, as of the Petition Date, with respect to an airframe constituting part of a Calculation Aircraft, the total flight hours consumed on such airframe since new. Annex A lists the Petition Date Airframe Total Flight Hours Consumed for each airframe constituting part of a Calculation Aircraft as of the Petition Date.

“Petition Date Engine Total Cycles Consumed” means, as of the Petition Date, with respect to an engine constituting part of a Calculation Aircraft, the total cycles consumed on such engine since new. Annex A lists the Petition Date Engine Total Cycles Consumed for each engine constituting part of a Calculation Aircraft as of the Petition Date; provided that in the event that an engine constituting part of a Calculation Aircraft on such Determination Date did not constitute part of a Calculation Aircraft on the Petition Date such that the total cycles consumed on such engine since new are not listed in Annex A, American will specify the total cycles consumed on such engine since new as of the Petition Date together with the calculation of the Maintenance Condition Value provided to the Financing Parties.

“Petition Date Engine Total Flight Hours Consumed” means, as of the Petition Date, with respect to an engine constituting part of a Calculation Aircraft, the total flight hours consumed on such engine since new. Annex A lists the Petition Date Engine Total Flight Hours Consumed for each engine constituting part of a Calculation Aircraft as of the Petition Date, provided that in the event that an engine constituting part of a Calculation Aircraft on such Determination Date did not constitute part of a Calculation Aircraft on the Petition Date such that the total flight hours consumed on such engine since new are not listed in Annex A, American will specify the total flight hours consumed on such engine since new as of the Petition Date together with the calculation of the Maintenance Condition Value provided to the Financing Parties.

“Prior Maintenance Condition Payments” means, as of such Determination Date the US dollar amount of all Maintenance Condition Payments previously made by American to the Security Trustee.

“Total Maintenance Value Consumed Since Petition Date” means the amount that is equal to:

(a) (i) MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Airframe Total Flight Hours Consumed on all airframes constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Airframe Total Flight Hours Consumed on all airframes constituting part of the Calculation Aircraft collectively PLUS

(b) (i) MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Engine Total Flight Hours Consumed on all engines constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Engine Total Flight Hours Consumed on all engines constituting part of the Calculation Aircraft collectively PLUS

(c) (i) Engine LLP Stack Cost Per Cycle MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Engine Total Cycles Consumed on all engines constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Engine Total Cycles Consumed on all engines constituting part of the Calculation Aircraft collectively PLUS

(d) (i) MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Airframe Total Cycles Consumed on all nose landing gears constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Airframe Total Cycles Consumed on all nose landing gears constituting part of the Calculation Aircraft collectively PLUS

(e) (i) MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Airframe Total Cycles Consumed on all main left landing gears constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Airframe Total Cycles Consumed on all main left landing gears constituting part of the Calculation Aircraft collectively PLUS

(f) (i) MULTIPLIED BY (ii) the difference between (x) the aggregate Determination Date Airframe Total Cycles Consumed on all main right landing gears constituting part of the Calculation Aircraft collectively and (y) the aggregate Petition Date Airframe Total Cycles Consumed on all main right landing gears constituting part of the Calculation Aircraft collectively.

“Total Maintenance Value Replenished Since Petition Date” means the amount that is equal to:

(a) (i) MULTIPLIED BY (ii) 5,000 MULTIPLIED BY (iii) the Determination Date Total SBVs on Airframes PLUS

(b) (i) MULTIPLIED BY (ii) 6,500 MULTIPLIED BY (iii) the Determination Date Total Shop Visits on Engines PLUS

(c) the aggregate Engine LLP Replenishment Value for all LLP Replacements (as defined within the definition of “Engine LLP Replenishment Value”) PLUS

(d) (i) MULTIPLIED BY (ii) 20,000 MULTIPLIED BY (iii) the Determination Date Total Overhauls on Nose Landing Gears PLUS

(e) (i) MULTIPLIED BY (ii) 20,000 MULTIPLIED BY (iii) the Determination Date Total Overhauls on Main Left Landing Gears PLUS

(f) (i) MULTIPLIED BY (ii) 20,000 MULTIPLIED BY (iii) the Determination Date Total Overhauls on Main Right Landing Gears.

“Total Principal Amounts Since Petition Date” means the amount that is equal to:

(a) the aggregate of any payments made by American since the Petition Date with respect to the principal amount under the loan agreements relating to the Calculation Aircraft, including without limitation, any payments made pursuant to (x) clause (a) of the “Payments” section of the Interim Proposal applicable to the portion of the March 1, 2012 Debt Service Payments (as defined in the Interim Proposal) relating to principal and (y) the Term Sheet (including Sections 5, 7, 8 and 9 thereof) (for the avoidance of doubt, including any such payment to be made by American with respect to such Date of Determination; provided that such payment is actually made) PLUS

(b) on and after April 2, 2012, any payments made by American to the Security Trustee pursuant to clause (b) of the “Payments” section of the Interim Proposal with respect to any Calculation Aircraft to the extent such payments are to reduce the September 1, 2012 Debt Service Payments (as defined in the Interim Proposal) in respect of the principal repayment component thereof as provided for in such clause (b) (including as such Interim Proposal was amended by the subsequent Existing Stipulations).

Annex A to Schedule VIII

Petition Date Values

[Attached.]

Airframes

US Registration Number	Manufacturer's Serial Number	Petition Date Airframe Total Flight Hours Consumed	Petition Date Airframe Total Cycles Consumed
<u>Parked ERJ135 Aircraft</u>			
N700LE	145156	20,524	18,239
N701MH	145162	20,550	18,372
N702AE	145164	20,933	18,718
N704PG	145174	20,447	18,368
N703MR	145173	20,866	18,704
N705AE	145184	20,833	18,456
N707EB	145195	20,801	18,309
N706RG	145194	20,703	18,218
N708AE	145205	20,763	18,436
N709GB	145211	20,797	18,271
N710TB	145224	20,925	18,630
N715AE	145262	20,785	18,286
N718AE	145275	20,777	18,240
N726AE	145314	18,009	16,036
N727AE	145326	18,082	16,071
N729AE	145343	17,945	15,910
N731BE	145356	17,769	15,774
N732DH	145358	17,723	15,678
<u>Remaining ERJ135 Aircraft</u>			
N711PH	145235	25,635	22,449
N712AE	145247	26,125	23,014
N713AE	145249	25,529	22,631
N716AE	145264	25,708	22,596
N719AE	145276	25,783	22,646
N717AE	145272	25,606	22,551
N720AE	145279	25,170	22,193
N722AE	145287	25,499	22,567
N721HS	145283	25,131	22,264
N723AE	145288	25,371	22,328
N724AE	145301	24,986	22,136
N725AE	145312	25,100	22,303
N728AE	145328	24,742	21,555
N730KW	145346	24,710	21,945
N733KR	145368	24,457	21,642
N734EK	145371	22,972	20,280
N736DT	145388	23,497	20,753
N735TS	145386	22,785	20,103
N737MW	145396	23,466	20,693
N739AE	145402	23,175	20,406
N738NR	145401	22,846	20,179

Airframes

US Registration Number	Manufacturer's Serial Number	Petition Date Airframe Total Flight Hours Consumed	Petition Date Airframe Total Cycles Consumed
<u>ERJ140 Aircraft</u>			
N800AE	145425	24,257	22,117
N801AE	145469	24,966	21,657
N802AE	145471	25,030	21,144
N803AE	145483	24,826	21,457
N805AE	145489	24,530	21,735
N804AE	145487	24,929	21,760
N807AE	145506	24,039	22,136
N806AE	145503	23,813	22,133
N809AE	145521	24,431	20,671
N808AE	145519	23,842	21,609
N810AE	145525	23,704	21,675
N812AE	145531	24,452	21,441
N811AE	145529	24,323	21,082
N814AE	145541	24,373	20,757
N813AE	145539	23,851	21,088
N816AE	145552	24,106	20,062
N815AE	145545	23,592	20,759
N817AE	145554	22,666	20,984
N819AE	145566	24,027	21,097
N818AE	145561	23,008	20,898
N821AE	145577	23,231	20,662
N820AE	145576	23,563	20,074
N822AE	145581	23,089	20,137
N824AE	145584	22,839	21,272
N823AE	145582	23,772	20,190
N825AE	145589	23,204	19,332
N826AE	145592	23,375	20,146
N827AE	145602	23,351	19,699
N828AE	145604	22,987	20,683
N829AE	145609	22,945	20,358
N831AE	145616	23,489	19,909
N830AE	145615	22,540	20,337
N832AE	145627	22,967	19,042
N833AE	145629	22,710	19,264
N834AE	145631	22,831	19,528
N836AE	145635	22,944	19,377
N835AE	145634	22,017	20,094
N837AE	145647	21,963	19,796
N838AE	145651	22,605	19,503
N839AE	145653	22,081	19,396
N840AE	145656	21,778	18,633
N841AE	145667	20,770	21,097
N842AE	145673	22,675	18,930
N844AE	145682	22,008	18,463
N843AE	145680	21,663	19,144
N845AE	145685	21,619	19,753
N846AE	145692	21,712	18,310
N847AE	145707	20,860	18,409
N848AE	145710	20,761	19,248

Airframes

US Registration Number	Manufacturer's Serial Number	Petition Date Airframe Total Flight Hours Consumed	Petition Date Airframe Total Cycles Consumed
N849AE	145716	21,128	18,771
N850AE	145722	21,023	18,326
N851AE	145734	20,709	18,470
N852AE	145736	20,528	19,175
N854AE	145743	20,390	17,955
N853AE	145742	20,007	18,813
N855AE	145747	20,493	17,628
N856AE	145748	20,408	17,814
N857AE	145752	19,979	17,180
N858AE	145754	20,118	17,201

ERJ145 Aircraft

N600BP (formerly N600BK)	145044	32,535	27,610
N601DW (formerly N601GH)	145046	32,299	27,642
N603KC (formerly N603AE)	145055	32,605	27,059
N602AE	145048	32,508	27,414
N604AE (formerly N604DG)	145058	32,510	27,295
N605KS (formerly N605RR)	145059	32,549	27,519
N606AE	145062	32,503	27,232
N607AE	145064	32,098	26,846
N608LM (formerly N608AE)	145068	32,087	26,898
N609DP (formerly N609AE)	145069	32,459	26,938
N610AE	145073	30,199	28,600
N611AE	145074	29,553	27,952
N612AE	145079	30,464	28,453
N613AE	145081	29,937	28,293
N614AE	145086	29,708	28,306
N615AE	145087	29,605	28,165
N616AE	145092	29,905	28,050
N617AE	145093	29,317	27,433
N618AE	145097	29,685	27,924
N619AE	145101	29,236	27,671
N620AE	145102	30,155	27,623
N621AE	145105	29,242	28,193
N623AE	145109	29,745	27,811
N622AE	145108	29,758	27,742
N624AE	145111	29,654	27,444
N625AE	145115	28,999	27,473
N626AE	145117	29,656	28,289
N627AE	145121	29,336	27,240
N628AE	145124	28,944	27,428
N629AE	145130	29,411	27,606
N630AE	145132	29,032	27,566
N631AE	145139	29,544	27,109
N632AE	145143	29,108	27,655
N633AE	145148	29,290	27,542
N634AE	145150	29,090	27,274
N635AE	145158	28,887	26,839
N636AE	145160	28,675	26,726
N637AE	145170	28,729	26,639

Airframes

US Registration Number	Manufacturer's Serial Number	Petition Date Airframe Total Flight Hours Consumed	Petition Date Airframe Total Cycles Consumed
N638AE	145172	28,789	26,856
N639AE	145182	28,764	26,797
N640AE	145183	28,451	26,238
N641AE	145191	29,075	26,731
N642AE	145193	28,289	26,182
N643AE	145200	29,328	26,404
N644AE	145204	28,368	26,155
N645AE	145212	27,896	26,271
N646AE	145213	27,785	26,249
N648AE	145225	27,970	26,325
N647AE	145222	28,004	26,263
N649PP	145234	27,666	25,722
N650AE	145417	25,714	23,846
N651AE	145422	26,105	23,678
N652RS	145432	25,459	23,755
N654AE	145437	26,190	23,531
N653AE	145433	25,988	23,511
N655AE	145452	25,880	23,339
N656AE	145740	20,481	18,264
N657AE	145744	20,917	17,874
N658AE	145760	20,717	18,132
N659AE	145762	20,552	18,087
N660CL	145764	20,239	17,636
N661JA	145766	20,595	17,650
N663AR	145778	20,162	17,637
N662EH	145777	20,294	17,746
N664MS	145779	19,964	17,672
N665BC	145783	19,950	17,281
N667GB	145784	19,783	17,354
N668HH	145785	19,983	17,258
N669MB	145788	20,111	17,450
N670AE	145790	19,725	17,540
N671AE	145793	19,746	17,142
N673AE	145797	19,773	17,174
N672AE	145794	19,219	17,083
N674RJ	14500801	19,025	17,326
N675AE	14500806	19,348	16,916
N676AE	14500807	19,244	17,035
N677AE	14500810	19,295	16,565
N679AE	14500814	19,136	16,828
N678AE	14500813	19,477	16,885
N680AE	14500820	19,701	17,045
N681AE	14500824	19,612	16,367
N682AE	14500826	19,027	16,468
N683AE	14500833	18,960	16,610
N684JW	14500835	19,449	16,737
N685AE	14500836	19,073	16,403
N686AE	14500843	18,915	16,493
N687JS	14500846	18,952	16,435
N688AE	14500849	19,205	16,269
N689EC	14500853	18,548	16,298
N691AE	14500860	18,394	15,817

Airframes

US Registration Number	Manufacturer's Serial Number	Petition Date Airframe Total Flight Hours Consumed	Petition Date Airframe Total Cycles Consumed
N690AE	14500858	18,196	15,874
N693AE	14500868	18,529	15,801
N692AE	14500866	18,682	15,813
N694AE	14500869	18,381	15,718
N695AE	14500870	18,403	15,732
N696AE	14500874	18,064	15,109
N698CB	14500877	18,057	15,534
N697AB	14500875	18,708	15,656
N699AE	14500883	17,618	15,250
N900AE	14500885	17,829	15,310
N902BC	14500887	17,998	15,227
N905JH	14500892	17,297	15,170
N907AE	14500895	17,781	15,145
N906AE	14500894	17,877	15,116
N908AE	14500897	17,588	14,994
N909AE	14500899	17,358	14,954
N918AE	14500902	17,683	14,769
N922AE	14500906	17,606	15,206
N925AE	14500908	16,793	14,289
N923AE	14500907	17,455	14,798
N928AE	14500911	17,176	14,763
N931AE	14500912	17,145	14,457
N932AE	14500915	17,663	14,483
N933JN	14500918	17,272	14,427
N935AE	14500920	16,646	14,114
N939AE	14500923	16,961	14,466
N941LT	14500926	16,697	14,270
N942LL	14500930	17,379	14,208

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE310105	25,977	24,583
CAE310111	27,501	25,326
CAE310103	27,442	24,912
CAE311095	25,533	23,575
CAE311002	23,496	21,183
CAE311003	29,292	27,229
CAE311004	27,797	25,863
CAE311005	26,529	25,046
CAE311009	26,984	25,369
CAE311010	26,108	25,111
CAE311011	27,092	26,587
CAE311012	28,150	26,430
CAE311019	28,992	26,930
CAE311020	27,608	26,762
CAE311023	22,311	21,932
CAE311024	28,285	26,064
CAE311026	22,394	22,154
CAE311028	26,979	24,355
CAE311030	28,573	26,734
CAE311033	27,331	26,822
CAE311037	27,985	26,144
CAE311039	28,057	26,179
CAE311038	26,295	23,652
CAE311040	26,242	24,164
CAE311046	26,407	24,403
CAE311048	26,342	26,196
CAE311052	24,529	21,471
CAE311053	22,246	21,834
CAE311064	26,196	24,733
CAE311067	27,165	25,039
CAE311068	26,346	25,465
CAE311070	28,820	25,156
CAE311069	26,550	25,192
CAE311071	27,208	25,047
CAE311075	27,586	25,734
CAE311076	26,820	25,780
CAE311080	27,118	25,561
CAE311081	28,368	25,716
CAE311093	27,905	25,263
CAE311094	26,711	24,955
CAE311098	26,164	25,780
CAE311099	28,205	25,969
CAE311101	26,972	23,734
CAE311103	26,124	23,823
CAE311107	26,228	25,842
CAE311108	30,159	24,544
CAE311109	26,769	25,369

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE311110	24,761	23,148
CAE311111	26,499	23,804
CAE311116	26,856	24,797
CAE311115	29,453	24,340
CAE311122	27,327	25,161
CAE311078	26,824	25,642
CAE311127	19,606	17,926
CAE311128	26,965	24,943
CAE311132	25,964	24,109
CAE311135	21,462	19,229
CAE311137	24,904	21,355
CAE311148	27,259	25,802
CAE311149	25,674	23,882
CAE311151	26,203	24,770
CAE311152	26,723	25,612
CAE311163	25,219	24,644
CAE311164	26,810	24,547
CAE311166	26,185	23,237
CAE311167	25,031	25,040
CAE311178	22,171	20,666
CAE311179	26,397	23,693
CAE311173	26,232	23,546
CAE311183	24,574	23,824
CAE311190	25,654	23,523
CAE311191	25,965	25,781
CAE311198	27,835	23,873
CAE311199	23,045	21,662
CAE311211	26,694	24,961
CAE311214	25,660	23,834
CAE311217	27,229	24,373
CAE311218	26,989	24,420
CAE311240	23,895	22,509
CAE311241	27,745	25,902
CAE311246	26,201	24,141
CAE311247	27,039	23,961
CAE311252	25,914	23,834
CAE311263	26,023	23,591
CAE311266	25,576	23,067
CAE311267	25,914	23,640
CAE311282	27,091	23,329
CAE311283	25,451	23,929
CAE311276	24,810	22,354
CAE311284	26,176	22,999
CAE311308	23,760	22,042
CAE311309	26,936	24,977
CAE311306	25,481	23,731
CAE311310	26,011	23,390
CAE311339	26,610	21,752
CAE311344	26,132	24,103
CAE311340	24,209	22,565
CAE311341	25,618	23,576
CAE311351	19,606	18,436

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE311362	25,757	23,849
CAE311727	24,449	22,835
CAE311751	24,988	22,887
CAE311767	23,586	22,011
CAE311769	23,161	21,751
CAE311716	16,423	14,989
CAE311776	21,834	20,483
CAE311770	22,973	20,810
CAE311778	23,140	21,273
CAE311797	23,196	21,395
CAE311798	23,561	21,182
CAE311820	24,260	21,340
CAE311821	23,798	21,063
CAE312451	17,616	15,969
CAE312453	18,126	15,787
CAE312472	18,129	16,701
CAE312473	18,314	16,786
CAE312463	10,293	9,449
CAE312476	18,761	16,846
CAE312477	18,634	16,466
CAE312480	18,577	16,551
CAE312479	18,848	16,649
CAE312495	19,207	16,805
CAE312487	17,767	15,215
CAE312488	18,358	15,339
CAE312525	16,004	14,011
CAE312526	17,799	15,447
CAE312529	17,941	15,704
CAE312532	18,277	16,246
CAE312522	17,897	15,103
CAE312535	18,364	15,930
CAE312534	17,350	15,264
CAE312540	18,607	16,106
CAE312541	17,994	15,929
CAE312543	18,505	16,513
CAE312528	18,129	15,981
CAE312530	17,537	15,139
CAE312533	18,375	16,239
CAE312555	16,115	13,445
CAE312548	18,860	16,768
CAE312550	17,497	15,508
CAE312560	18,226	16,111
CAE312561	17,304	15,069
CAE312563	17,534	15,151
CAE312564	18,153	16,201
CAE312569	17,733	15,896
CAE312570	17,754	16,054
CAE312575	16,972	14,992
CAE312576	12,362	10,846
CAE312577	17,957	15,948
CAE312583	17,283	15,214
CAE312558	17,886	16,095

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE312582	18,083	15,795
CAE312600	17,256	14,725
CAE312601	18,413	15,894
CAE312605	16,478	14,771
CAE312606	16,938	16,236
CAE312556	16,952	15,077
CAE312612	17,683	15,904
CAE312613	11,124	9,820
CAE312614	17,339	15,316
CAE312618	17,858	15,960
CAE312627	18,276	15,581
CAE312624	16,748	15,044
CAE312630	17,110	15,475
CAE312637	16,405	14,602
CAE312642	17,647	15,459
CAE312643	17,703	15,451
CAE312647	18,076	15,971
CAE312644	10,004	9,021
CAE312648	17,553	15,564
CAE312661	16,916	14,764
CAE312662	15,794	14,871
CAE312536	17,118	14,844
CAE312578	16,199	14,119
CAE312673	16,678	14,509
CAE312677	16,549	13,888
CAE312654	15,666	13,999
CAE312678	16,906	13,890
CAE312694	16,610	14,459
CAE312697	15,783	15,174
CAE312701	16,190	14,897
CAE312703	16,273	14,360
CAE312700	17,033	14,728
CAE312714	16,209	15,256
CAE312719	16,547	13,906
CAE312720	15,981	14,165
CAE312712	15,465	14,773
CAE312718	15,575	13,740
CAE312716	15,952	14,230
CAE312724	9,596	8,307
CAE312728	16,874	14,256
CAE312732	16,400	14,172
CAE312733	16,947	14,515
CAE312735	16,172	14,598
CAE312725	16,193	13,564
CAE312737	17,115	14,469
CAE312729	15,643	12,840
CAE312756	16,181	14,235
CAE311194	26,082	22,560
CAE311195	26,058	22,520
CAE311193	21,106	19,573
CAE311202	26,828	23,983
CAE311201	24,977	22,955

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE311210	19,782	17,558
CAE311225	25,946	24,937
CAE311232	25,573	22,689
CAE311231	24,881	21,553
CAE311239	25,412	23,342
CAE311196	25,642	23,857
CAE311242	25,506	22,110
CAE311264	27,196	23,375
CAE311272	23,378	21,263
CAE311270	25,675	23,244
CAE311271	26,706	22,928
CAE311287	24,905	23,089
CAE311288	24,830	24,226
CAE311314	21,080	18,597
CAE311315	26,472	22,389
CAE311334	26,735	22,483
CAE311335	26,731	24,307
CAE311363	23,274	20,707
CAE311364	23,990	21,336
CAE311384	25,500	21,404
CAE311387	24,469	24,702
CAE311378	23,791	21,024
CAE311388	24,516	21,151
CAE311402	24,387	22,544
CAE311405	25,375	22,266
CAE311415	23,345	20,518
CAE311416	23,049	21,521
CAE311425	24,773	21,666
CAE311426	24,286	20,986
CAE311438	25,997	23,345
CAE311441	26,132	21,899
CAE311442	17,718	15,440
CAE311443	25,117	22,704
CAE311436	25,009	21,442
CAE311444	25,440	22,543
CAE311448	24,048	21,381
CAE311449	23,555	22,029
CAE311467	23,775	20,837
CAE311468	26,568	22,760
CAE311469	25,337	22,359
CAE311470	23,365	20,699
CAE311490	24,405	23,186
CAE311491	23,997	21,152
CAE311526	22,250	19,838
CAE311527	25,409	22,515
CAE311522	24,766	21,732
CAE311523	24,541	22,124
CAE311553	24,623	22,726
CAE311554	24,189	21,809
CAE311557	25,425	21,239
CAE311559	25,561	21,966
CAE311596	25,188	22,199

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE311598	23,458	20,547
CAE311597	23,892	20,058
CAE311602	24,690	22,038
CAE311621	23,684	20,342
CAE311622	24,270	21,097
CAE311624	22,733	20,749
CAE311639	24,680	21,359
CAE311644	23,089	20,432
CAE311645	23,246	20,528
CAE311653	24,539	21,229
CAE311654	25,289	21,417
CAE311686	25,954	21,462
CAE311687	25,420	21,109
CAE311691	20,709	18,027
CAE311692	23,692	21,938
CAE311623	24,504	21,599
CAE311706	23,179	21,909
CAE311718	24,009	20,998
CAE311719	22,844	21,284
CAE311707	17,003	15,252
CAE311712	25,199	22,066
CAE311745	17,441	16,640
CAE311775	22,566	19,997
CAE311868	23,478	21,019
CAE311869	22,864	21,048
CAE311875	23,694	20,453
CAE311876	22,551	19,891
CAE311899	25,233	20,949
CAE311906	23,222	20,764
CAE311824	23,698	20,668
CAE311915	24,721	21,549
CAE311907	23,629	20,272
CAE311909	23,531	20,003
CAE311944	16,322	14,629
CAE311945	23,347	19,705
CAE311947	23,816	19,773
CAE311952	23,744	20,625
CAE311986	23,411	19,567
CAE311987	22,756	21,484
CAE311842	22,716	20,194
CAE311949	21,995	20,589
CAE311964	22,699	19,300
CAE311993	23,353	20,781
CAE311967	22,490	18,703
CAE311968	22,649	19,856
CAE311989	17,325	14,619
CAE311990	22,711	19,952
CAE311977	15,420	13,550
CAE311992	21,973	18,523
CAE312014	23,783	20,153
CAE312015	13,437	12,375
CAE312027	21,976	20,031

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE312030	20,127	18,677
CAE312035	23,655	19,762
CAE312036	20,209	18,408
CAE312041	15,641	14,525
CAE312045	20,952	19,855
CAE312050	22,396	19,591
CAE312059	20,713	19,073
CAE312060	23,768	19,598
CAE312061	23,470	20,496
CAE312066	22,233	19,878
CAE312076	21,803	19,614
CAE312077	20,767	18,425
CAE312078	21,071	19,219
CAE312101	21,444	18,715
CAE312106	23,160	19,282
CAE312107	21,985	18,774
CAE312110	22,808	20,112
CAE312111	20,282	16,925
CAE312116	21,808	18,921
CAE312117	21,972	18,509
CAE312118	21,646	18,458
CAE312119	21,930	18,052
CAE312144	20,993	18,446
CAE312137	19,679	17,440
CAE312143	21,798	19,163
CAE312147	19,774	17,205
CAE312148	19,280	18,690
CAE312161	22,237	20,145
CAE312162	22,111	19,926
CAE312176	18,531	16,625
CAE312177	21,075	18,425
CAE312192	17,649	15,788
CAE312193	13,727	11,897
CAE312125	21,891	17,811
CAE312196	21,607	18,586
CAE312197	20,331	17,522
CAE312204	20,481	17,146
CAE312136	19,410	16,952
CAE312214	20,916	18,548
CAE312163	21,582	18,423
CAE312164	19,936	17,245
CAE312221	21,164	18,508
CAE312222	21,687	18,602
CAE312228	18,189	16,135
CAE312229	21,502	18,046
CAE312231	20,701	17,703
CAE312237	20,229	17,345
CAE312230	20,177	17,601
CAE312236	15,673	12,888
CAE312232	20,413	18,034
CAE312238	19,404	17,444
CAE312256	20,888	17,911

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE312263	21,643	19,119
CAE312240	19,996	17,805
CAE312266	18,414	15,588
CAE312267	20,767	17,706
CAE312268	20,281	17,880
CAE312245	20,534	17,797
CAE312297	20,197	17,107
CAE312298	21,085	17,640
CAE312313	20,266	17,628
CAE312316	18,967	16,204
CAE312349	19,618	16,887
CAE312341	20,052	17,572
CAE312350	20,219	17,851
CAE312360	15,176	12,390
CAE312372	20,231	17,146
CAE312362	20,287	18,529
CAE312394	20,932	18,505
CAE312392	14,613	12,941
CAE312398	14,310	12,158
CAE312361	19,258	16,764
CAE312395	20,563	17,533
CAE312430	18,809	15,633
CAE312431	20,874	16,538
CAE312437	18,522	16,538
CAE312438	19,277	16,347
CAE312443	19,109	16,173
CAE312444	19,839	16,894
CAE312441	18,126	14,698
CAE312442	18,837	15,122
CAE312450	18,346	16,475
CAE312452	12,319	9,931
CAE312447	18,443	16,079
CAE312456	19,901	15,957
CAE312466	19,746	15,699
CAE312467	13,158	10,479
CAE312757	16,516	14,204
CAE312758	15,616	14,339
CAE312738	14,986	12,300
CAE312741	14,855	13,166
CAE312742	16,450	14,236
CAE312743	16,413	14,084
CAE312744	15,402	13,944
CAE312745	8,574	7,656
CAE312778	14,614	12,675
CAE312779	15,262	14,640
CAE312770	15,423	13,071
CAE312771	14,792	12,867
CAE312762	15,502	13,410
CAE312773	14,352	12,483
CAE312772	15,208	13,153
CAE312775	16,215	14,554
CAE312784	16,011	13,758

Engines

Engine Serial Number	Petition Date Engine Total Flight Hours Consumed	Petition Date Engine Total Cycles Consumed
CAE312795	14,711	12,284
CAE312798	15,384	13,170
CAE312804	10,261	8,628
CAE312796	14,300	13,059
CAE312797	15,860	12,744
CAE312792	9,232	7,953
CAE312808	14,937	13,128
CAE312791	16,064	13,496
CAE312807	15,919	13,662
CAE312809	14,593	13,171
CAE312810	15,860	13,586
CAE312812	15,893	13,498
CAE312813	16,768	13,766
CAE312820	14,896	12,620
CAE312822	14,821	12,756
CAE312811	14,494	11,886
CAE312824	15,570	13,209
CAE312801	15,171	13,352
CAE312823	14,876	12,566
CAE312830	14,345	11,527
CAE312831	13,760	13,369

Annex B to Schedule VIII

Engine LLP Cost Per Cycle

Engine LLP	Engine LLP Cost Per Cycle
Fan Wheel	
Fan Drive Shaft	
Forward Blade Retainer	
HPC-1 Wheel	
HPC-2 Wheel	
HPC-3 Wheel	
HPC-4 Wheel	
HPC-5 Wheel	
HPC-6 Wheel	
HPC-7 Wheel	
HPC-8 Wheel	
HPC-9 Wheel	
HPC-10 Wheel	
HPC-11 Wheel	
HPC-12 Wheel	
HPC-13 Wheel	
HPC-14 Wheel	
HPC Coneshaft	
HPT-1 Wheel	
HPT-2 Wheel	
HPT 1-2 Spacer	
LPT-1 Wheel	
LPT-2 Wheel	
LPT-3 Wheel	
LPT Spacer (1)	
LPT Spacer (2)	
LPT Forward Shaft	
Engine LLP Cost Per Cycle for Total LLP Stack:	

Exhibit A

Form of Inspection Letter Agreement

[Attached.]

INSPECTION LETTER AGREEMENT

Reference is made to that certain Framework Agreement (the “Framework Agreement”), dated as of August 10, 2011, by and among American Airlines, Inc., a Delaware corporation (“American”), American Eagle Airlines, Inc., a Delaware corporation (“Eagle”), AMR Eagle Holding Corporation, a Delaware corporation, AMR Corporation, a Delaware corporation, Banco Nacional de Desenvolvimento Econômico e Social – BNDES, a Brazilian federal government-owned company, Agência Especial de Financiamento Industrial – FINAME, a Brazilian federal government-owned company (“FINAME”) and The Bank of New York Mellon Trust Company, N.A., a national banking association, as security trustee (the “Security Trustee”). Capitalized terms used in this Inspection Letter Agreement (this “Letter Agreement”) without definition shall have the meanings specified therefor in the Framework Agreement.

The parties hereto acknowledge and agree that, immediately following the delivery of inspection reports relating to the September 15, 2012 “Semiannual Report Date” in accordance with Section 10 of the Framework Agreement, such Section 10 of the Framework Agreement shall be without further force or effect and be replaced and superseded in its entirety by the provisions of this Letter Agreement.

- (a) In order to assist the Security Trustee to exercise its rights under Section 3.3 of each Related Aircraft Security Agreement relating to the aircraft listed in Schedule A hereto (each, an “Aircraft” and collectively, the “Aircraft”) then in effect, American has implemented an aircraft inspection program which is subject in all respects to the requirements specified in Section 3.3 of each such Related Aircraft Security Agreement (provided that, in case of any discrepancy or conflict between the terms of such Section 3.3 and Annex A hereto (the “Inspection Program Annex”), the terms of the Inspection Program Annex shall prevail) and otherwise in accordance with the Inspection Program Annex (the “Inspection Program”). Pursuant to the Inspection Program, an Inspection Agent (as defined below) will prepare and deliver inspection reports as set forth in this Letter Agreement, and American will deliver or cause to be delivered such inspection reports so prepared to FINAME on the dates specified below.
- (b) On a date within the ten (10)-day period preceding March 15 and September 15 of each year commencing with March 15, 2013 (each such March 15 and September 15 date, a “Semiannual Report Date”), American shall provide or cause to be provided to FINAME reports of one or more Inspection Agents prepared in connection with an inspection performed in accordance with the Inspection Program within the six (6)-month period preceding the applicable Semiannual Report Date, with respect to the

greater of (x) 5% (rounded up) of the Aircraft then subject to Related Aircraft Security Agreements and (y) two (2) Aircraft or such lesser number of Aircraft that are then subject to Related Aircraft Security Agreements. The Aircraft to be the subject of a report on any Semiannual Report Date shall be Aircraft that are then subject to a Related Aircraft Security Agreement and selected by American in a manner that distributes the frequency of such inspections evenly as a general matter across all Aircraft then subject to Related Aircraft Security Agreements, unless FINAME makes a written request at least six (6) months prior to a Semiannual Report Date specifying certain Aircraft to be inspected, in which case American shall make reasonable efforts to accommodate such request, so long as such request will not require more inspections than required by the first sentence of this clause (b). Each report of an Inspection Agent will contain the information described in paragraph 6 of the Inspection Program Annex but may be in the customary form of such Inspection Agent. American shall pay the reasonable fees and expenses of the Inspection Agents in connection with their obligations described herein. American shall in no event be deemed to be in default as a result of, or otherwise be responsible for, any failure by any Inspection Agent to fulfill, or any fault or negligence of any Inspection Agent in the exercise of, their respective obligations described herein, including the delivery or contents of any inspection report; provided that, to the extent possible using commercially reasonable efforts, American will cure any such faults in the reports by the Inspection Agent. "Inspection Agent" shall mean any of (x) Aviation Information Management, Inc., Aerofield Services LLC or Potomac Aviation Inc. or (y) an independent appraiser, inspector or FAA certified maintenance provider, in each case with experience inspecting or maintaining aircraft of the make and models as the Aircraft and approved in writing by FINAME (which such approval shall not be unreasonably withheld or delayed). If any Inspection Agent fails to deliver inspection reports that are reasonably satisfactory to American or FINAME, American shall replace such Inspection Agent with another mutually acceptable Inspection Agent.

- (c) In the event that an Event of Default under any Related Loan Agreement relating to the Aircraft has occurred and is continuing, at American's sole cost and expense FINAME or the Security Trustee may, upon thirty (30) days prior notice to American, engage, or request that American engage on its behalf, one or more Inspection Agents to inspect, in accordance with the Inspection Program, up to twenty (20) of the Aircraft then subject to a Related Aircraft Security Agreement per year (in addition to the inspections described in clause (b) above), and to provide a report containing the information described in paragraph 6 of the Inspection

Program Annex directly to FINAME and the Security Trustee, with a copy to American.

- (d) Eagle hereby acknowledges this Letter Agreement and agrees to take such action with respect to each Aircraft leased to Eagle from American as may be reasonably requested to permit the inspections described in this Letter Agreement.
- (e) American agrees to execute and deliver, or cause to be executed and delivered, to FINAME on a date within the ten (10)-day period preceding each Semiannual Report Date one or more certificates of an employee of American or of the applicable Aircraft operator whose responsibilities include supervision over aircraft maintenance, (x) attaching a true and complete list of each Aircraft, if any, then subject to a Related Aircraft Security Agreement and under the control of American or such Aircraft operator, as the case may be, that, for reasons other than scheduled maintenance, has not been used in scheduled commercial or charter passenger service during the thirty (30) days preceding the date of such certificate, together with the location of each such Aircraft as of the date of such certificate and (y) with respect to any such Aircraft which is then in storage, either confirming that (i) such storage is in compliance with the maintenance program of American or the applicable Aircraft operator, as the case may be, with respect to such Aircraft or (ii) necessary actions are being or will be taken to bring such storage into compliance with the maintenance program of American or the applicable Aircraft operator, as the case may be, with respect to such Aircraft.

[Remainder of page intentionally left blank.]

Acknowledged and agreed this ___th day of [], 2012

American Airlines, Inc.

By: _____
Name:
Title:

American Eagle Airlines, Inc.

By: _____
Name:
Title:

[Signature Page to Inspection Letter Agreement]

Banco Nacional de Desenvolvimento
Econômico e Social - BNDES

By: _____
Name:
Title:

By: _____
Name:
Title:

Agência Especial de Financiamento
Industrial – FINAME

By: _____
Name:
Title:

By: _____
Name:
Title:

The Bank of New York Mellon Trust
Company, N.A.,
solely in its capacity as Security Trustee

By: _____
Name:
Title:

[Signature Page to Inspection Letter Agreement]

**Procedures for the Aircraft Inspection Program to be conducted by
American in accordance with this Letter Agreement**

American shall conduct the Inspection Program in accordance with this Letter Agreement and the following aircraft inspection procedures. All references to "American" appearing below shall be deemed to include Eagle with respect to any Aircraft subject to a lease from American to Eagle, and any duties or obligations to be performed or observed by American pursuant hereto with respect to any such leased Aircraft may be performed or observed by Eagle, with the full effect of the same having been done by American; provided, that notwithstanding any such lease or such performance (or non-performance) by Eagle, American shall remain responsible for compliance with its obligations hereunder.

1. American shall select an Inspection Agent that is fully insured in a manner satisfactory to American with respect to any risks incurred in connection with the inspection or shall provide to American and Eagle a written release satisfactory to American with respect to such risks. Any inspection undertaken pursuant to the Inspection Program shall be subject to the safety, security and workplace rules applicable at the location where such inspection is conducted and any applicable governmental rules or regulations. No inspection shall interfere with the use, operation or maintenance of the aircraft or the normal conduct of business of any operator of any Aircraft, and no operator of any Aircraft shall be required to undertake or incur any additional liabilities in connection therewith. In the case of an inspection during a maintenance visit, such inspection shall not in any respect interfere with the normal conduct of such maintenance visit or extend the time required for such maintenance visit. All information obtained in connection with any inspection

shall be Confidential Information (as defined in the Related Aircraft Security Agreement) and shall be treated by the Security Trustee, the Lender and the Inspection Agent in accordance with the provisions of Section 11.14 of the Related Aircraft Security Agreement. Any inspection shall be at the sole risk (including, without limitation, any risk of personal injury or death) of the Inspection Agent.

2. The Inspection Agent shall conduct a non-invasive, visual walk-around inspection of the interior and exterior of the selected Aircraft and the engines then installed (the "Installed Engines") on the airframe relating to such Aircraft (the "Airframe"), that shall include, to the extent possible, going on board and examining the contents of any open panels, bays or other components (but shall not include a borescope inspection or the opening of any unopened panels, bays or other components; provided, that if the Inspection Agent is present during any maintenance check of the Aircraft at which any panels, bays or other components are open, the Inspection Agent shall have the right to inspect such items during such maintenance check), in accordance with the provisions of this Letter Agreement and this Annex A. The Inspection Agent shall determine whether the Airframe, the Installed Engines, the landing gear and the APU have been maintained by or on behalf of American in accordance with an FAA-approved maintenance program (the "FAA-Approved Maintenance Program") as required by Section 3.2(c) of the Related Aircraft Security Agreement. Each inspection shall be performed by the Inspection Agent in accordance with customary industry standards and market practices.
3. The Inspection Agent shall review any relevant flight records, logs, manuals, maintenance data, inspection, modification and overhaul records, books and other documents required by the FAA-Approved Maintenance Program to be

maintained with respect to the Airframe and the Installed Engines relating to the selected Aircraft, including in written or electronic form the following documents (or any equivalent documents) (the "Aircraft Documents"). If any Installed Engine is not an engine subject to any Related Aircraft Security Agreement relating to any Aircraft, the Inspection Agent shall also review Aircraft Documents relating to any engine subject to the Related Aircraft Security Agreement relating to the selected Aircraft in accordance with this Annex A.

- a. Operational Documents: Operations Manual; Supplementary Performance Manual; Weight & Balance Manual; Quick Reference Handbook; Operational Bulletins, Master Minimum Equipment List, and Airplane Flight Manual.
- b. Technical Documents: Aircraft Maintenance Manual, Historical Flight Logs; Airframe Log Book; Auxiliary Power Unit Log Book; Engine Log Books; Airframe Modifications Records; Serialized Components Records; Delivery Documents; Engine Maintenance Records; Airworthiness Directives Current Status Report (including airframe, engines, landing gear, and components); Landing Gear Maintenance Records; Landing Gear Life Limited Parts Lists; Life Limited Components Records; List of Major Repairs/Alterations; Aircraft incident/non-incident letter; and Historical Maintenance Records.
- c. Task Cards: Task Cards containing a description of the services and tasks performed during the most recent overhaul or removal, as applicable, of the Airframe or any Engine, APU or Landing Gear.

American will supply or cause to be supplied to the Inspection Agent complete and accurate written or electronic Aircraft Documents as the Inspection Agent shall request, and will provide the Inspection Agent on-site access to a complete copy of the relevant FAA-Approved Maintenance Program during an inspection. The Inspection Agent shall review relevant Aircraft Documents for the Airframe and the Installed Engines relating to the selected Aircraft, to confirm whether (i) such Aircraft Documents have been maintained and updated by or on behalf of American in accordance with the requirements of the FAA-Approved Maintenance Program and Section 3.2 (c) of the Related Aircraft Security Agreement, (ii) American has complete and accurate records of all checks and maintenance procedures performed as stipulated under the FAA-Approved Maintenance Program (iii) the maintenance procedures carried out on such Airframe and Installed Engines have been carried out in accordance with the FAA-Approved Maintenance Program and the maintenance standards set forth in Section 3.2(c) of the Related Aircraft Security Agreement, and (iv) no material omissions or serious defects in the performance of maintenance procedures were found with respect to the Aircraft Documents provided to the Inspection Agent by or on behalf of American which would require any action by or on behalf of American to remedy such omissions or defects in order to comply with the FAA-Approved Maintenance Program and applicable FAA regulations.

4. Following the visual walk-around inspection of the interior and exterior of the selected Aircraft in accordance with paragraph 2 above, and the Aircraft Documents review in accordance with paragraph 3 above, the Inspection Agent shall perform the following inspection procedures:

- a. The Inspection Agent shall review such Aircraft's airworthiness status, including, without limitation:

- i. such Aircraft's general configuration and condition (Flight Log Book and LOPA – *Layout of Passenger Accommodation*);
 - ii. such Aircraft's general maintenance status and condition, and maintenance history including any unscheduled maintenance; and
 - iii. the updated record of compliance with applicable Airworthiness Directives and manufacturer's service bulletins (SBs).
- b. The Inspection Agent shall review, with respect to the selected Aircraft, for each Installed Engine and APU inspected:
- i. its general configuration and condition, with reference to its maintenance history;
 - ii. whether each Installed Engine, if not an engine originally delivered with the related Airframe, is of the same type as originally installed on such Airframe and is compatible with such Airframe;
 - iii. the updated record of compliance with Airworthiness Directives and SBs;
 - iv. Engine/APU total hours and cycles to date;
 - v. Engine/APU total hours and cycles to date since last removal/overhaul; and
 - vi. Engine/APU hours and cycles remaining until the next removal/overhaul.
- c. The Inspection Agent shall review, with respect to the selected Aircraft, for landing gear:
- i. its general configuration and condition, with reference to its maintenance history;
 - ii. total hours and cycles to date;
 - iii. total hours and cycles since last removal/overhaul and;
 - iv. hours and cycles remaining until the next scheduled overhaul.

5. During the visual walk-around inspection of the Airframe and Installed Engines with respect to the selected Aircraft, the Inspection Agent shall collect any material data and other information concerning the general configuration or condition of the Aircraft and its maintenance as he/she deems appropriate. The Inspection Agent shall inspect the outside of such Aircraft and the interior of such Aircraft in accordance with paragraph 2 above. The Inspection Agent shall take photographs of any significant parts of such Aircraft observed during the visual walk-around inspection of the interior and exterior of the selected Aircraft and include them in the Inspection Report.

6. The Inspection Agent shall prepare and submit a report with respect to the selected Aircraft (the "Inspection Report") to FINAME, with a copy to American. The Inspection Report shall include, among other things, an overview of compliance by or on behalf of American with the FAA-Approved Maintenance Program and the maintenance requirements set forth in Section 3.2(c) of the Related Aircraft Security Agreement. The Inspection Report shall include an assessment of any detected failures to comply with the FAA-Approved Maintenance Program with respect to the physical condition of the selected Aircraft or the related Aircraft Documents or a statement that none were noted. The Inspection Report shall contain the following sections:

- A. Introduction (which shall include a general overview of the aircraft inspection procedures, the overall findings of the inspection of the selected Aircraft and a summary of any issues and problems encountered during the inspection process);
- B. Assessment of the related Airframe & Documentation (in addition to the assessments and evaluations described above, the Inspection Report shall contain the estimated number of flight cycles and hours remaining until the next scheduled aircraft maintenance check for the selected Aircraft. Any

estimates and projections shall include the date of the latest performance and the average number of hours and cycles performed daily by the Aircraft);

- C. Assessment of the related Installed Engines & Documentation (which shall include the serial numbers of the Installed Engines and the evaluations described above);
- D. Assessment of the related APU & Documentation (which shall include the APU serial number and the evaluations described above);
- E. Assessment of the related Landing Gear & Documentation (which shall include the assessments described above);
- F. Additional Comments (if any, such as any detected deficiencies, inconsistencies or failures which, although not impairing the selected Aircraft's airworthiness, would be relevant in preserving the selected Aircraft's market value);
- G. Conclusions;
- H. Recommendations; and
- I. Annex I – Summary of the bios of each member of the inspection team, including, in each case, his or her technical experience and qualifications (degrees, certifications, licenses, etc).

Schedule A

Aircraft¹

	U.S. Registration Number	Manufacturer's Serial Number
1.	N711PH	145235
2.	N712AE	145247
3.	N713AE	145249
4.	N716AE	145264
5.	N717AE	145272
6.	N719AE	145276
7.	N720AE	145279
8.	N721HS	145283
9.	N722AE	145287
10.	N723AE	145288
11.	N724AE	145301
12.	N725AE	145312
13.	N728AE	145328
14.	N730KW	145346
15.	N733KR	145368
16.	N734EK	145371
17.	N735TS	145386
18.	N736DT	145388
19.	N737MW	145396
20.	N738NR	145401
21.	N739AE	145402
22.	N800AE	145425
23.	N801AE	145469
24.	N802AE	145471
25.	N803AE	145483
26.	N804AE	145487
27.	N805AE	145489
28.	N806AE	145503
29.	N807AE	145506
30.	N808AE	145519
31.	N809AE	145521
32.	N810AE	145525
33.	N811AE	145529

¹ To be confirmed.

34.	N812AE	145531
35.	N813AE	145539
36.	N814AE	145541
37.	N815AE	145545
38.	N816AE	145552
39.	N817AE	145554
40.	N818AE	145561
41.	N819AE	145566
42.	N820AE	145576
43.	N821AE	145577
44.	N822AE	145581
45.	N823AE	145582
46.	N824AE	145584
47.	N825AE	145589
48.	N826AE	145592
49.	N827AE	145602
50.	N828AE	145604
51.	N829AE	145609
52.	N830AE	145615
53.	N831AE	145616
54.	N832AE	145627
55.	N833AE	145629
56.	N834AE	145631
57.	N835AE	145634
58.	N836AE	145635
59.	N837AE	145647
60.	N838AE	145651
61.	N839AE	145653
62.	N840AE	145656
63.	N841AE	145667
64.	N842AE	145673
65.	N843AE	145680
66.	N844AE	145682
67.	N845AE	145685
68.	N846AE	145692
69.	N847AE	145707
70.	N848AE	145710
71.	N849AE	145716
72.	N850AE	145722
73.	N851AE	145734
74.	N852AE	145736
75.	N853AE	145742

76.	N854AE	145743
77.	N855AE	145747
78.	N856AE	145748
79.	N857AE	145752
80.	N858AE	145754
81.	N650AE	145417
82.	N651AE	145422
83.	N652RS	145432
84.	N653AE	145433
85.	N654AE	145437
86.	N655AE	145452
87.	N656AE	145740
88.	N657AE	145744
89.	N658AE	145760
90.	N659AE	145762
91.	N660CL	145764
92.	N661JA	145766
93.	N662EH	145777
94.	N663AR	145778
95.	N664MS	145779
96.	N665BC	145783
97.	N667GB	145784
98.	N668HH	145785
99.	N669MB	145788
100.	N670AE	145790
101.	N671AE	145793
102.	N672AE	145794
103.	N673AE	145797
104.	N674RJ	14500801
105.	N675AE	14500806
106.	N676AE	14500807
107.	N677AE	14500810
108.	N678AE	14500813
109.	N679AE	14500814
110.	N680AE	14500820
111.	N681AE	14500824
112.	N682AE	14500826
113.	N683AE	14500833
114.	N684JW	14500835
115.	N685AE	14500836
116.	N686AE	14500843
117.	N687JS	14500846

118.	N688AE	14500849
119.	N689EC	14500853
120.	N690AE	14500858
121.	N691AE	14500860
122.	N692AE	14500866
123.	N693AE	14500868
124.	N694AE	14500869
125.	N695AE	14500870
126.	N696AE	14500874
127.	N697AB	14500875
128.	N698CB	14500877
129.	N699AE	14500883
130.	N900AE	14500885
131.	N902BC	14500887
132.	N905JH	14500892
133.	N906AE	14500894
134.	N907AE	14500895
135.	N908AE	14500897
136.	N909AE	14500899
137.	N918AE	14500902
138.	N922AE	14500906
139.	N923AE	14500907
140.	N925AE	14500908
141.	N928AE	14500911
142.	N931AE	14500912
143.	N932AE	14500915
144.	N933JN	14500918
145.	N935AE	14500920
146.	N939AE	14500923
147.	N941LT	14500926
148.	N942LL	14500930
149.	N600BP	145044
150.	N601DW	145046
151.	N602AE	145048
152.	N603KC	145055
153.	N604AE	145058
154.	N605KS	145059
155.	N606AE	145062
156.	N607AE	145064
157.	N608LM	145068
158.	N609DP	145069
159.	N610AE	145073

160.	N611AE	145074
161.	N612AE	145079
162.	N613AE	145081
163.	N614AE	145086
164.	N615AE	145087
165.	N616AE	145092
166.	N617AE	145093
167.	N618AE	145097
168.	N619AE	145101
169.	N620AE	145102
170.	N621AE	145105
171.	N622AE	145108
172.	N623AE	145109
173.	N624AE	145111
174.	N625AE	145115
175.	N626AE	145117
176.	N627AE	145121
177.	N628AE	145124
178.	N629AE	145130
179.	N630AE	145132
180.	N631AE	145139
181.	N632AE	145143
182.	N633AE	145148
183.	N634AE	145150
184.	N635AE	145158
185.	N636AE	145160
186.	N637AE	145170
187.	N638AE	145172
188.	N639AE	145182
189.	N640AE	145183
190.	N641AE	145191
191.	N642AE	145193
192.	N643AE	145200
193.	N644AE	145204
194.	N645AE	145212
195.	N646AE	145213
196.	N647AE	145222
197.	N648AE	145225
198.	N649PP	145234

Annex A-1

Prepetition Claims

[Attached]

Annex A-1

Prepetition Claims

	U.S. Registration Number	Manufacturer's Serial Number	Prepetition Claim Against American	Prepetition Claim Against AMR
1	N711PH	145235	\$1,031,172.00	\$1,031,172.00
2	N712AE	145247	\$1,139,472.00	\$1,139,472.00
3	N713AE	145249	\$1,149,250.00	\$1,149,250.00
4	N716AE	145264	\$1,367,911.00	\$1,367,911.00
5	N717AE	145272	\$1,453,724.00	\$1,453,724.00
6	N719AE	145276	\$1,453,724.00	\$1,453,724.00
7	N720AE	145279	\$1,514,032.00	\$1,514,032.00
8	N721HS	145283	\$1,522,525.00	\$1,522,525.00
9	N722AE	145287	\$1,625,605.00	\$1,625,605.00
10	N723AE	145288	\$1,597,602.00	\$1,597,602.00
11	N724AE	145301	\$1,708,397.00	\$1,708,397.00
12	N725AE	145312	\$1,711,605.00	\$1,711,605.00
13	N728AE	145328	\$1,769,899.00	\$1,769,899.00
14	N730KW	145346	\$1,879,727.00	\$1,879,727.00
15	N733KR	145368	\$1,566,733.00	\$1,566,733.00
16	N734EK	145371	\$1,621,893.00	\$1,621,893.00
17	N735TS	145386	\$1,723,264.00	\$1,723,264.00
18	N736DT	145388	\$1,725,950.00	\$1,725,950.00
19	N737MW	145396	\$1,854,681.00	\$1,854,681.00
20	N738NR	145401	\$1,824,677.00	\$1,824,677.00
21	N739AE	145402	\$1,824,677.00	\$1,824,677.00
22	N800AE	145425	\$3,491,395.00	\$3,491,395.00
23	N801AE	145469	\$3,479,671.00	\$3,479,671.00
24	N802AE	145471	\$3,482,489.00	\$3,482,489.00
25	N803AE	145483	\$3,490,940.00	\$3,490,940.00
26	N804AE	145487	\$3,477,314.00	\$3,477,314.00
27	N805AE	145489	\$3,477,314.00	\$3,477,314.00
28	N806AE	145503	\$3,533,262.00	\$3,533,262.00
29	N807AE	145506	\$3,533,262.00	\$3,533,262.00
30	N808AE	145519	\$3,515,418.00	\$3,515,418.00
31	N809AE	145521	\$3,515,418.00	\$3,515,418.00
32	N810AE	145525	\$3,515,552.00	\$3,515,552.00
33	N811AE	145529	\$3,550,342.00	\$3,550,342.00
34	N812AE	145531	\$3,550,342.00	\$3,550,342.00
35	N813AE	145539	\$3,702,267.00	\$3,702,267.00
36	N814AE	145541	\$3,702,267.00	\$3,702,267.00
37	N815AE	145545	\$3,728,090.00	\$3,728,090.00
38	N816AE	145552	\$3,728,090.00	\$3,728,090.00
39	N817AE	145554	\$3,787,344.00	\$3,787,344.00
40	N818AE	145561	\$3,788,754.00	\$3,788,754.00
41	N819AE	145566	\$3,788,754.00	\$3,788,754.00
42	N820AE	145576	\$4,013,954.00	\$4,013,954.00
43	N821AE	145577	\$4,013,954.00	\$4,013,954.00
44	N822AE	145581	\$4,022,894.00	\$4,022,894.00
45	N823AE	145582	\$4,002,865.00	\$4,002,865.00
46	N824AE	145584	\$4,002,865.00	\$4,002,865.00
47	N825AE	145589	\$4,041,814.00	\$4,041,814.00
48	N826AE	145592	\$4,051,485.00	\$4,051,485.00
49	N827AE	145602	\$4,050,911.00	\$4,050,911.00
50	N828AE	145604	\$4,030,359.00	\$4,030,359.00
51	N829AE	145609	\$4,035,867.00	\$4,035,867.00
52	N830AE	145615	\$4,066,464.00	\$4,066,464.00
53	N831AE	145616	\$4,066,464.00	\$4,066,464.00
54	N832AE	145627	\$4,059,941.00	\$4,059,941.00
55	N833AE	145629	\$4,056,526.00	\$4,056,526.00
56	N834AE	145631	\$4,048,947.00	\$4,048,947.00
57	N835AE	145634	\$4,113,854.00	\$4,113,854.00
58	N836AE	145635	\$4,113,854.00	\$4,113,854.00
59	N837AE	145647	\$4,158,929.00	\$4,158,929.00
60	N838AE	145651	\$4,209,939.00	\$4,209,939.00

Annex A-1

Prepetition Claims

	U.S. Registration Number	Manufacturer's Serial Number	Prepetition Claim Against American	Prepetition Claim Against AMR
61	N839AE	145653	\$4,151,749.00	\$4,151,749.00
62	N840AE	145656	\$4,155,041.00	\$4,155,041.00
63	N841AE	145667	\$4,308,237.00	\$4,308,237.00
64	N842AE	145673	\$4,222,358.00	\$4,222,358.00
65	N843AE	145680	\$4,301,218.00	\$4,301,218.00
66	N844AE	145682	\$4,301,218.00	\$4,301,218.00
67	N845AE	145685	\$4,288,458.00	\$4,288,458.00
68	N846AE	145692	\$4,274,407.00	\$4,274,407.00
69	N847AE	145707	\$4,486,515.00	\$4,486,515.00
70	N848AE	145710	\$4,512,981.00	\$4,512,981.00
71	N849AE	145716	\$4,404,044.00	\$4,404,044.00
72	N850AE	145722	\$4,503,343.00	\$4,503,343.00
73	N851AE	145734	\$4,439,062.00	\$4,439,062.00
74	N852AE	145736	\$4,456,075.00	\$4,456,075.00
75	N853AE	145742	\$4,661,523.00	\$4,661,523.00
76	N854AE	145743	\$4,677,285.00	\$4,677,285.00
77	N855AE	145747	\$4,797,765.00	\$4,797,765.00
78	N856AE	145748	\$4,814,900.00	\$4,814,900.00
79	N857AE	145752	\$4,867,859.00	\$4,867,859.00
80	N858AE	145754	\$4,861,082.00	\$4,861,082.00
81	N600BP	145044	\$0.00	\$0.00
82	N601DW	145046	\$0.00	\$0.00
83	N602AE	145048	\$0.00	\$0.00
84	N603KC	145055	\$0.00	\$0.00
85	N604AE	145058	\$0.00	\$0.00
86	N605KS	145059	\$0.00	\$0.00
87	N606AE	145062	\$0.00	\$0.00
88	N607AE	145064	\$0.00	\$0.00
89	N608LM	145068	\$0.00	\$0.00
90	N609DP	145069	\$0.00	\$0.00
91	N610AE	145073	\$0.00	\$0.00
92	N611AE	145074	\$0.00	\$0.00
93	N612AE	145079	\$0.00	\$0.00
94	N613AE	145081	\$0.00	\$0.00
95	N614AE	145086	\$0.00	\$0.00
96	N615AE	145087	\$0.00	\$0.00
97	N616AE	145092	\$0.00	\$0.00
98	N617AE	145093	\$0.00	\$0.00
99	N618AE	145097	\$0.00	\$0.00
100	N619AE	145101	\$0.00	\$0.00
101	N620AE	145102	\$0.00	\$0.00
102	N621AE	145105	\$0.00	\$0.00
103	N622AE	145108	\$0.00	\$0.00
104	N623AE	145109	\$0.00	\$0.00
105	N624AE	145111	\$0.00	\$0.00
106	N625AE	145115	\$0.00	\$0.00
107	N626AE	145117	\$0.00	\$0.00
108	N627AE	145121	\$0.00	\$0.00
109	N628AE	145124	\$0.00	\$0.00
110	N629AE	145130	\$0.00	\$0.00
111	N630AE	145132	\$0.00	\$0.00
112	N631AE	145139	\$0.00	\$0.00
113	N632AE	145143	\$0.00	\$0.00
114	N633AE	145148	\$0.00	\$0.00
115	N634AE	145150	\$0.00	\$0.00
116	N635AE	145158	\$0.00	\$0.00
117	N636AE	145160	\$0.00	\$0.00
118	N637AE	145170	\$0.00	\$0.00
119	N638AE	145172	\$0.00	\$0.00
120	N639AE	145182	\$0.00	\$0.00

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Prepetition Claims

	U.S. Registration Number	Manufacturer's Serial Number	Prepetition Claim Against American	Prepetition Claim Against AMR
121	N640AE	145183	\$0.00	\$0.00
122	N641AE	145191	\$0.00	\$0.00
123	N642AE	145193	\$0.00	\$0.00
124	N643AE	145200	\$0.00	\$0.00
125	N644AE	145204	\$0.00	\$0.00
126	N645AE	145212	\$0.00	\$0.00
127	N646AE	145213	\$0.00	\$0.00
128	N647AE	145222	\$0.00	\$0.00
129	N648AE	145225	\$0.00	\$0.00
130	N649PP	145234	\$0.00	\$0.00
131	N650AE	145417	\$2,685,342.00	\$2,685,342.00
132	N651AE	145422	\$2,706,784.00	\$2,706,784.00
133	N652RS	145432	\$2,754,822.00	\$2,754,822.00
134	N653AE	145433	\$2,763,571.00	\$2,763,571.00
135	N654AE	145437	\$2,763,571.00	\$2,763,571.00
136	N655AE	145452	\$2,777,316.00	\$2,777,316.00
137	N656AE	145740	\$4,072,188.00	\$4,072,188.00
138	N657AE	145744	\$4,066,952.00	\$4,066,952.00
139	N658AE	145760	\$4,140,386.00	\$4,140,386.00
140	N659AE	145762	\$4,181,884.00	\$4,181,884.00
141	N660CL	145764	\$4,199,387.00	\$4,199,387.00
142	N661JA	145766	\$4,214,886.00	\$4,214,886.00
143	N662EH	145777	\$4,219,979.00	\$4,219,979.00
144	N663AR	145778	\$4,281,943.00	\$4,281,943.00
145	N664MS	145779	\$4,283,035.00	\$4,283,035.00
146	N665BC	145783	\$4,253,855.00	\$4,253,855.00
147	N667GB	145784	\$4,315,153.00	\$4,315,153.00
148	N668HH	145785	\$4,316,244.00	\$4,316,244.00
149	N669MB	145788	\$4,434,310.00	\$4,434,310.00
150	N670AE	145790	\$4,453,229.00	\$4,453,229.00
151	N671AE	145793	\$4,449,957.00	\$4,449,957.00
152	N672AE	145794	\$4,484,483.00	\$4,484,483.00
153	N673AE	145797	\$4,548,978.00	\$4,548,978.00
154	N674RJ	14500801	\$4,572,637.00	\$4,572,637.00
155	N675AE	14500806	\$4,652,817.00	\$4,652,817.00
156	N676AE	14500807	\$4,703,766.00	\$4,703,766.00
157	N677AE	14500810	\$4,723,022.00	\$4,723,022.00
158	N678AE	14500813	\$4,717,165.00	\$4,717,165.00
159	N679AE	14500814	\$4,783,649.00	\$4,783,649.00
160	N680AE	14500820	\$4,796,909.00	\$4,796,909.00
161	N681AE	14500824	\$4,709,043.00	\$4,709,043.00
162	N682AE	14500826	\$4,785,003.00	\$4,785,003.00
163	N683AE	14500833	\$4,704,923.00	\$4,704,923.00
164	N684JW	14500835	\$4,768,150.00	\$4,768,150.00
165	N685AE	14500836	\$4,816,972.00	\$4,816,972.00
166	N686AE	14500843	\$4,961,628.00	\$4,961,628.00
167	N687JS	14500846	\$4,931,679.00	\$4,931,679.00
168	N688AE	14500849	\$4,983,090.00	\$4,983,090.00
169	N689EC	14500853	\$5,012,973.00	\$5,012,973.00
170	N690AE	14500858	\$4,937,750.00	\$4,937,750.00
171	N691AE	14500860	\$5,006,222.00	\$5,006,222.00
172	N692AE	14500866	\$5,064,376.00	\$5,064,376.00
173	N693AE	14500868	\$5,011,145.00	\$5,011,145.00
174	N694AE	14500869	\$5,080,053.00	\$5,080,053.00
175	N695AE	14500870	\$5,130,619.00	\$5,130,619.00
176	N696AE	14500874	\$5,079,891.00	\$5,079,891.00
177	N697AB	14500875	\$5,156,347.00	\$5,156,347.00
178	N698CB	14500877	\$5,156,347.00	\$5,156,347.00
179	N699AE	14500883	\$5,125,993.00	\$5,125,993.00
180	N900AE	14500885	\$5,220,990.00	\$5,220,990.00

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Prepetition Claims

	U.S. Registration Number	Manufacturer's Serial Number	Prepetition Claim Against American	Prepetition Claim Against AMR
181	N902BC	14500887	\$5,227,696.00	\$5,227,696.00
182	N905JH	14500892	\$5,239,256.00	\$5,239,256.00
183	N906AE	14500894	\$5,323,290.00	\$5,323,290.00
184	N907AE	14500895	\$5,323,290.00	\$5,323,290.00
185	N908AE	14500897	\$5,520,020.00	\$5,520,020.00
186	N909AE	14500899	\$5,604,156.00	\$5,604,156.00
187	N918AE	14500902	\$5,627,712.00	\$5,627,712.00
188	N922AE	14500906	\$5,389,984.00	\$5,389,984.00
189	N923AE	14500907	\$5,463,339.00	\$5,463,339.00
190	N925AE	14500908	\$5,463,339.00	\$5,463,339.00
191	N928AE	14500911	\$5,427,836.00	\$5,427,836.00
192	N931AE	14500912	\$5,494,143.00	\$5,494,143.00
193	N932AE	14500915	\$5,499,692.00	\$5,499,692.00
194	N933JN	14500918	\$5,639,068.00	\$5,639,068.00
195	N935AE	14500920	\$5,573,524.00	\$5,573,524.00
196	N939AE	14500923	\$5,721,294.00	\$5,721,294.00
197	N941LT	14500926	\$5,379,340.00	\$5,379,340.00
198	N942LL	14500930	\$5,776,897.00	\$5,776,897.00

Annex A-2

Affiliated Claims

[Attached]

Annex A-2

Affiliated Claims

	U.S. Registration Number	Manufacturer's Serial Number	Affiliated Claim Against American	Affiliated Claim Against AMR
1	N700LE	145156	\$2,503,305.00	\$2,503,305.00
2	N701MH	145162	\$2,604,093.00	\$2,604,093.00
3	N702AE	145164	\$2,625,804.00	\$2,625,804.00
4	N703MR	145173	\$2,765,431.00	\$2,765,431.00
5	N704PG	145174	\$2,765,431.00	\$2,765,431.00
6	N705AE	145184	\$2,774,767.00	\$2,774,767.00
7	N706RG	145194	\$2,829,109.00	\$2,829,109.00
8	N707EB	145195	\$2,829,109.00	\$2,829,109.00
9	N708AE	145205	\$2,922,189.00	\$2,922,189.00
10	N709GB	145211	\$3,025,740.00	\$3,025,740.00
11	N710TB	145224	\$3,147,954.00	\$3,147,954.00
12	N715AE	145262	\$3,677,699.00	\$3,677,699.00
13	N718AE	145275	\$3,771,949.00	\$3,771,949.00
14	N726AE	145314	\$4,055,162.00	\$4,055,162.00
15	N727AE	145326	\$4,071,301.00	\$4,071,301.00
16	N729AE	145343	\$4,175,222.00	\$4,175,222.00
17	N731BE	145356	\$4,106,622.00	\$4,106,622.00
18	N732DH	145358	\$4,080,816.00	\$4,080,816.00