

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2009-06-26** | Period of Report: **2009-06-26**
SEC Accession No. **000006201-09-00025**

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FILER

AMR CORP

CIK: **6201** | IRS No.: **751825172** | State of Incorp.: **DE** | Fiscal Year End: **0120**
Type: **8-K** | Act: **34** | File No.: **001-08400** | Film No.: **09913362**
SIC: **4512** Air transportation, scheduled

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Item 1.01 Entry into a Material Definitive Agreement

American Airlines, Inc. (“American”), as the borrower, and AMR Corporation (“AMR”), as guarantor, previously entered into an Amended and Restated Credit Agreement (the “Credit Agreement”), dated as of March 27, 2006, with Citicorp USA, Inc., as administrative agent, JPMorgan Chase Bank, N.A., as syndication agent, and a syndicate of lenders arranged by Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as joint lead arrangers and joint book-running managers. The remaining loan facility under the Credit Agreement consists of a fully drawn \$433 million secured bank term loan facility with a final maturity on December 17, 2010.

The Credit Agreement contains a covenant (the “EBITDAR Covenant”) requiring AMR to maintain, for specified periods, a minimum ratio of cash flow (defined as consolidated net income, before dividends, interest expense (less capitalized interest), income taxes, depreciation and amortization and rentals, adjusted for certain gains or losses and non-cash items) to fixed charges (comprising interest expense (less capitalized interest) and rentals). Prior to the amendment of the Credit Agreement described below, the minimum ratios for the periods ending as of specified dates were as set forth below:

Period	Minimum Ratio
Quarter ending June 30, 2009	0.90:1.00
Two quarters ending September 30, 2009	0.95:1.00
Three quarters ending December 31, 2009	1.00:1.00
Four quarters ending March 31, 2010	1.05:1.00
Four quarters ending June 30, 2010	1.10:1.00
Four quarters ending September 30, 2010	1.15:1.00

American and AMR have entered into an amendment to the Credit Agreement (the “Amendment”), dated as of June 26, 2009. Pursuant to the Amendment (1) compliance with the EBITDAR Covenant was irrevocably waived for the period ending on June 30, 2009 and (2) the EBITDAR Covenant was amended to provide that thereafter, AMR will be required to maintain, for each period specified below, a ratio of cash flow to fixed charges of not less than the amount specified below for such period:

Period	Minimum Ratio
Quarter ending September 30, 2009	0.95:1.00
Two quarters ending December 31, 2009	0.95:1.00
Three quarters ending March 31, 2010	0.95:1.00
Four quarters ending June 30, 2010	1.00:1.00
Four quarters ending September 30, 2010	1.05:1.00

Prior to the Amendment, advances under the Credit Agreement bore interest at 2.00% per annum over LIBOR, in the case of “Eurodollar Rate Advances” and 1.00% over the “Base Rate” (determined as provided in the Credit Agreement), in the case of “Base Rate Advances”. Pursuant to the Amendment, these margins were increased to 4.00% per annum in the case of LIBOR Advances, and 3.00% in the case of Base Rate Advances. In addition, the Amendment provides that the minimum rate of LIBOR for purposes of determining the interest rate on Eurodollar Rate Advances will be 2.50% per annum and that the minimum Base Rate for purposes of determining the interest rate on Base Rate Advances will be 3.50% per annum (the Credit Agreement did not previously provide for fixed minimums of such interest rates).

American will pay certain fees to the lenders who consented to the Amendment, and certain fees and expenses of the administrative agent and the joint lead arrangers, as provided in Section 3(v) of the Amendment. The Amendment is attached hereto as Exhibit 99.1 and is incorporated herein by reference. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to Exhibit 99.1.

American and AMR have a number of other commercial relationships with the lenders and other parties to the Credit Agreement. From time to time, several of such lenders and parties or their affiliates perform investment banking and advisory services for, and furnish general financing and banking services to, American, AMR and their affiliates.

Statements in this report contain various forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which represent the Company's expectations or beliefs concerning future events. When used in this document, the words “expects”, “plans,” “anticipates,” “indicates,” “believes,” “forecast,” “guidance,” “outlook”, “may,” “will,” “should”, “seeks”, “targets” and similar expressions are intended to identify forward-looking statements. Similarly, statements that describe our objectives, plans or goals are forward-looking statements. Forward-looking statements include, without limitation, the Company’s expectations concerning operations and financial conditions, including changes in capacity, revenues, and costs; the amounts of the Company’s unencumbered assets and other sources of liquidity; fleet plans; future financing plans and needs; overall economic and industry conditions; plans and objectives for future operations; regulatory approvals and actions, including the Company’s application for antitrust immunity with other one world alliance members; and the impact on the Company of its results of operations in recent years and the sufficiency of its financial resources to absorb that impact. Other forward-looking statements include statements which do not relate solely to historical facts, such as, without limitation, statements which discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to the Company on the date of this report. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise. This document includes forecasts of unit cost and revenue performance, fuel prices and fuel hedging, capacity and traffic estimates, other income/expense estimates, share count, and statements regarding the Company’s liquidity, each of which is a forward-looking statement. Forward-looking statements are subject to a number of factors that could cause the Company’s actual results to differ materially from the Company’s expectations. The following factors, in addition to other possible factors not listed, could cause the Company’s actual results to differ materially from those expressed in forward-looking statements: the materially weakened financial condition of the Company, resulting from its significant losses in recent years; weaker demand for air travel and lower investment asset returns resulting from the severe global economic downturn; the Company’s need to raise substantial additional funds and its ability to do so on acceptable terms; the ability of the Company to generate additional revenues and reduce its costs; continued high and volatile fuel prices and further increases in the price of fuel, and the availability of fuel; the Company’s substantial indebtedness and other obligations; the ability of the Company to satisfy existing financial or other covenants in certain of its credit agreements; changes in economic and other conditions beyond the Company’s control, and the volatile results of the Company’s operations; the fiercely and increasingly competitive business environment faced by the Company; potential industry consolidation and alliance changes; competition with reorganized carriers; low fare levels by historical standards and the Company’s reduced pricing power; changes in the Company’s corporate or business strategy; government regulation of the Company’s business; conflicts overseas or terrorist attacks; uncertainties with respect to the Company’s international operations; outbreaks of a disease (such as the H1N1 virus, SARS or avian flu) that affects travel behavior; labor costs that are higher than those of the Company’s competitors; uncertainties with respect to the Company’s relationships with unionized and other employee work groups; increased insurance costs and potential reductions of available insurance coverage; the Company’s ability to retain key management personnel; potential failures or disruptions of the Company’s computer, communications or other technology systems; losses and adverse publicity resulting from any accident involving the Company’s aircraft; changes in the price of the Company’s common stock; and the ability of the Company to reach acceptable agreements with third parties. Additional information concerning these and other factors is contained in the Company’s Securities and Exchange Commission filings, including but not limited to the Company’s Annual Report on Form 10-K for the year ended December 31, 2008 (as updated by the Company’s Current Report on Form 8-K filed on April 21, 2009).

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

99.1 Exhibit Amendment No. 3 Dated as of June 26, 2009 to Amended and Restated Credit Agreement Dated March 27, 2006

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMR CORPORATION

/s/ Kenneth W. Wimberly
Kenneth W. Wimberly
Corporate Secretary

Dated: June 26, 2009

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
99.1	Amendment No. 3 Dated as of June 26, 2009 to Amended and Restated Credit Agreement Dated March 27, 2006

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of June 26, 2009

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED CREDIT AGREEMENT (the "*Amendment*") among American Airlines, Inc. (the "*Borrower*"), AMR Corporation ("*AMR*"), each of the Required Lenders (as defined in the Credit Agreement referred to below) listed on the signature pages hereto and Citicorp USA, Inc., as Administrative Agent (the "*Administrative Agent*").

PRELIMINARY STATEMENTS:

1. The Borrower and AMR have entered into that Amended and Restated Credit Agreement, dated as of March 27, 2006, as amended by Amendment No. 1 to the Amended and Restated Credit Agreement, dated as of May 9, 2007, and Amendment No. 2 to the Amended and Restated Credit Agreement, dated as of May 15, 2008 (as so amended, the "*Credit Agreement*"), with the Lenders party thereto, the Administrative Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and Citigroup Global Markets Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Book-Running Managers. Capitalized terms not otherwise defined in this Amendment have the same meanings as specified therefor in the Credit Agreement.
2. The Borrower has requested certain modifications to the cash flow coverage covenant contained in Section 5.03(b) of the Credit Agreement and a waiver of the Parent Guarantor's compliance with such covenant for the period ending June 30, 2009.
3. The Required Lenders have agreed, subject to the terms and conditions hereinafter set forth, to amend the Credit Agreement and waive the Parent Guarantor's compliance with Section 5.03(b) of the Credit Agreement for the period ending June 30, 2009 in response to the Borrower's request as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Waiver. Effective as of the date on which the conditions precedent set forth in Section 3 have been satisfied or waived, the Required Lenders hereby irrevocably waive the compliance by the Parent Guarantor with the provisions of Section 5.03(b) of the Credit Agreement for the period ending on June 30, 2009.

SECTION 2. Amendment. Effective as of the date on which the conditions precedent set forth in Section 3 have been satisfied or waived, the Credit Agreement is hereby amended as follows

(a) Clause (a) of the definition of "*Applicable Margin*" in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"(a) in respect of the Term 2 Facility, 4.00% per annum, in the case of Eurodollar Rate Advances, and 3.00% per annum, in the case of Base Rate Advances, and";

(b) The definition of "*Base Rate*" in Section 1.01 of the Credit Agreement is hereby amended by deleting the "and" at the end of clause (b) thereof, renumbering clause (c) thereof as clause (d), and adding "(c) 3.50%; and" as a new clause (c) thereof.

(c) The definition of "Eurodollar Rate" in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"*Eurodollar Rate*" means, for any Interest Period for all Eurodollar Rate Advances comprising part of the same Borrowing, an interest rate per annum equal to the rate per annum obtained by dividing (X) the higher of (a) 2.50% per annum and (b) the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Telerate Page 3750 (or any successor page) as the London interbank offered rate for deposits in U.S. dollars at 11:00 A.M. (London time) two Business Days before the first day of such Interest Period for a period equal to such Interest Period (*provided* that, if for any reason such rate is not available, the term "Eurodollar Rate" shall mean, for any Interest Period for all Eurodollar Rate Advances comprising part of the same Borrowing, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Reuters Screen LIBO Page as the London interbank offered rate for deposits in Dollars at approximately 11:00 A.M. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period); *provided, however*, if more than one rate is specified on Reuters Screen LIBO Page, the applicable rate shall be the arithmetic mean of all such rates) by (Y) a percentage equal to 100% *minus* the Eurodollar Rate Reserve Percentage for such Interest Period.";

(d) Section 1.01 of the Credit Agreement is amended by inserting the following new definitions in their correct alphabetical order:

“**Amendment No. 3**” means Amendment No. 3 to this Agreement, dated as of June 26, 2009, among the Borrower, the Agent and the Lenders party thereto.

“**Amendment No. 3 Effective Date**” shall have the meaning specified in Amendment No. 3.

(e) Section 5.01 of the Credit Agreement is hereby amended by adding the following new Section 5.01(q) at the end thereof:

“(q) Additional Appraisals.

(i) Without duplication of any appraisals required to be conducted by the Appraiser or any Appraisal Reports required to be delivered to the Lenders, in each case pursuant to Section 5.01(m), cause the Appraiser to conduct an appraisal of the then current Aircraft Value of the Aircraft and to deliver an Appraisal Report in respect thereof to the Lenders by no later than 45 days prior to each 3-month anniversary of the Effective Date occurring on and after the Amendment No. 3 Effective Date. The Borrower shall bear all costs and expenses of compliance with this Section 5.01(q)(i).

(ii) Notwithstanding anything in this Agreement to the contrary, from and after the Amendment No. 3 Effective Date, each reference in this Agreement to an Appraisal Report most recently delivered to the Agent and/or the Lenders pursuant to Section 5.01(m)(i) or generally (including, without limitation, in the definition of “Aircraft Value”) shall be deemed to also include any Appraisal Report most recently delivered to the Agent and/or the Lenders pursuant to Section 5.01(q)(i), as applicable.”

(f) Section 5.03(b) of the Credit Agreement is amended and restated in its entirety as follows:

“(b) Cash Flow Coverage. So long as any principal, interest and premiums related to any Advances and any fees hereunder shall remain unpaid or any Lender shall have any Commitment hereunder, the Parent Guarantor will maintain, for each Measurement Period (as defined below) most recently ended, a Cash Flow Coverage Ratio of not less than the amount specified below for such period (it being understood that this Section 5.03(b) shall not apply to any Measurement Period ending on any date from (and including) June 30, 2008 through June 30, 2009):

Measurement Period Ending	Cash Flow Coverage Ratio
September 30, 2009	0.95:1.00
December 31, 2009	0.95:1.00
March 31, 2010	0.95:1.00
June 30, 2010	1.00:1.00
September 30, 2010	1.05:1.00

For purposes hereof, “Measurement Period” shall mean each period of four consecutive fiscal quarters of the Parent Guarantor; provided, however, that (i) in respect of September 30, 2009, the Measurement Period shall be the fiscal quarter of the Parent Guarantor then ended, (ii) in respect of December 31, 2009, the Measurement Period shall be the two consecutive fiscal quarters of the Parent Guarantor then ended and (iii) in respect of March 31, 2010, the Measurement Period shall be the three consecutive fiscal quarters of the Parent Guarantor then ended.”; and

(g) Section 6.01(c) of the Credit Agreement is amended by (i) inserting “5.01(q)” between “5.01(n),” and “5.02(a)” in the third line thereof and (ii) and inserting “or 5.01(q)” immediately following “5.01(m) in the proviso thereto.

(h) Schedule 4.01(f) to the Credit Agreement is hereby replaced in its entirety by the replacement “Schedule 4.01(f)” attached hereto as Annex A.

SECTION 3. Conditions of Effectiveness. This Amendment shall become effective as of the date when, and only when (the “Amendment No. 3 Effective Date”), each of the following conditions precedent shall have been satisfied or waived:

(i) The Administrative Agent shall have received counterparts of this Amendment executed by (A) each of the Borrower and AMR, (B) each of the Administrative Agent and the Collateral Agent and (C) each of the Required Lenders, or as to any such Lender, advice satisfactory to the Administrative Agent that such Lender has executed this Amendment.

(ii) The Administrative Agent shall have received a certificate of each Loan Party signed on behalf of such Loan Party by its President or a Vice President and its Secretary or any Assistant Secretary, dated the date of the Amendment No. 3 Effective Date, certifying as to (i) the truth of the representations and warranties contained in the Financing Documents as though made on and as of the date of the Amendment No. 3 Effective Date, except to the extent that any such representation or warranty relates to a specified date, in which case such representation or warranty shall be or was true and correct as of such date, and (ii) the absence of any event occurring and continuing, or resulting from the Amendment No. 3 Effective Date, that constitutes a Default or an Event of Default.

(iii) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Loan Parties, the authorization of the transactions under this Amendment and any other legal matters relating to the Loan Parties, this Amendment or the transactions contemplated hereunder, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(iv) Immediately before and after giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

(v) The Borrower shall have paid (a) to the Administrative Agent, for the benefit of each Lender executing this Amendment on or before 5:00 PM (EST) on June 25, 2009, an amendment fee equal to 0.75% of the Commitments and Advances of each such Lender in effect or outstanding, as the case may be, on the date hereof and (b) all invoiced accrued fees and expenses of the Administrative Agent and the Lead Arrangers (including the reasonable fees and expenses of Shearman & Sterling LLP, counsel for the Administrative Agent and the Lead Arrangers, for which invoices shall have been provided to the Borrower at least two Business Days prior to the Amendment No. 3 Effective Date).

SECTION 4. Representations and Warranties of the Loan Parties

. Each of the Borrower and AMR represents and warrants as follows:

(a) The execution, delivery and performance by the Borrower and AMR of this Amendment and the performance by the Borrower and AMR of the Credit Agreement, as amended hereby, have been duly authorized by all necessary limited liability company or corporate action.

(b) This Amendment has been duly executed and delivered by the Borrower and AMR. This Amendment and the Credit Agreement, as amended hereby, constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and subject to the effects of general principles of equity (regardless whether considered in a proceeding in equity or at law) and implied covenants of good faith and fair dealing).

SECTION 5. Reference to and Effect on the Credit Agreement and the other Financing Documents

(a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Financing Documents to "the Credit Agreement", "the Amended and Restated Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement (as specifically amended by this Amendment), the Notes, the SGR Security Agreement and each of the other Financing Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described thereof do and shall continue to secure the payment of all Obligations of the Loan Parties under the Financing Documents.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Financing Documents, nor constitute a waiver of any provision of any of the Financing Documents.

(d) Each of the Borrower, the Parent Guarantor and the Required Lenders hereby agree that this Amendment shall be a Financing Document for all purposes of the Credit Agreement and the other Financing Documents.

SECTION 6. Execution in Counterparts

. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or in .pdf or similar electronic format shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Governing Law

. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

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