

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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: **Chapter 11 Case No.**
: **11-15463 (SHL)**
: **(Jointly Administered)**
: **Debtors.**
: **(Jointly Administered)**
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**NOTICE OF REJECTION OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases to be Rejected.** Pursuant to Article 8 of the Debtors’ Second Amended Joint Chapter 11 Plan (ECF No. 8590) (as it may be amended, the “**Plan**”),¹ AMR Corporation and its related debtors, as debtors and debtors in possession (collectively, the “**Debtors**” or “**American**”) have filed Schedule 8.1 of the Plan Supplement listing the executory contracts and unexpired leases (the “**Contracts**”) they intend to reject. The Debtors may amend Schedule 8.1 prior to 4:00 p.m. (Eastern Time) on the Business Day immediately prior to the commencement of the Confirmation Hearing in order to add, delete, or reclassify any Contract to be rejected, subject to certain extensions, limitations, and exceptions set forth in the Plan. Certain Contracts to which you or an affiliate are a party appear on Schedule 8.1 of the Plan Supplement (a copy of which is annexed hereto as **Exhibit “A”**) and thus are identified for rejection.²

2. **Deadline to Respond to Proposed Rejection.** If you object to the rejection of a particular Contract or the date the rejection will be deemed effective (the “**Rejection Effective Date**”), you must file with the Bankruptcy Court a written objection (a “**Treatment Objection**”) setting forth (i) the basis for such objection and (ii) the name and contact information of the person authorized to settle such objection, and serve the same on the following parties, so that such Treatment Objection is actually received no later than **4:00 p.m. (Eastern Time) on the**

¹ On June 7, 2013, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) approved the Disclosure Statement (the “**Disclosure Statement**”) for the Plan for use by the Debtors in soliciting acceptances or rejections of the Plan (ECF No. 8614). Copies of the Disclosure Statement, the Plan, the Plan Supplement, and the order approving the Disclosure Statement can be obtained by accessing the website established by the Debtors’ claims and noticing agent, GCG, Inc., at www.amrcaseinfo.com.

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

² Receipt of this Notice is not an admission by the Debtors that any of the Contracts listed on Exhibit “A” are executory contracts or unexpired leases. Subject to the terms of the Plan, the Debtors reserve the right to assert that any of the Contracts listed on Exhibit “A” are not executory contracts or unexpired leases.

fifteenth (15th) calendar day after the date of this Notice, as indicated below (the “**Treatment Objection Deadline**”):

- (i) The Debtors, c/o AMR Corporation, 4333 Amon Carter Boulevard, MD 5675, Fort Worth, Texas 76155 (Attn: Kathryn Kooreny, Esq.);
- (ii) The attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq. and Alfredo R. Pérez, Esq.);
- (iii) The Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attn: Brian Masumoto, Esq.);
- (iv) The attorneys for the Official Committee of Unsecured Creditors, Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606 (Attn: John Wm. Butler, Jr., Esq.) and Four Times Square, New York, New York 10036 (Attn: Jay M. Goffman, Esq.);
- (v) The attorneys for the Section 1114 Committee of Retired Employees, Jenner & Block LLP, 353 North Clark Street, Chicago, Illinois 60654 (Attn: Catherine L. Steege, Esq. and Charles B. Sklarsky, Esq.) and 919 Third Avenue, 37th Floor, New York, New York 10022 (Attn: Marc B. Hankin, Esq.); and
- (vi) The attorneys for the Ad Hoc Committee of AMR Corporation Creditors, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Gerard Uzzi, Esq. and Eric K. Stodola, Esq.)

Unless you properly and timely file and serve a Treatment Objection by the Treatment Objection Deadline with respect to a Contract identified on Exhibit “A,” such Contract shall be deemed rejected effective as of the Rejection Effective Date specified on Exhibit “A.” To the extent you have more than one Contract identified on Exhibit “A,” a Treatment Objection with respect to one Contract shall have no impact on the other Contract(s) to which you are a party for which no Treatment Objection has been filed and served.

3. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the rejection of a Contract or a proposed Rejection Effective Date, as applicable, you contact the Debtors prior to the Treatment Objection Deadline to attempt to resolve such dispute consensually. The Debtors’ contact for such matters is GCG, Inc. at (888) 285-9438 (toll free) or (440) 389-7498 (international toll) or by e-mail at amrcaseinfo@gcginc.com. If such dispute cannot be resolved consensually prior to the Treatment Objection Deadline (as the same may be extended by agreement of the Debtors), you must file and serve a Treatment Objection as set forth in paragraph 2 above to preserve your right to object to the rejection or the Proposed Rejection Effective Date, as applicable.

4. **Hearing.** If you timely file and serve a Treatment Objection that is not otherwise resolved after a reasonable period of time, a hearing will be scheduled in accordance with

Section 8.6(c) of the Plan. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, if the Bankruptcy Court approves the rejection of your Contract(s) notwithstanding a Treatment Objection, the rejection of such Contract(s) shall be effective as of the Rejection Effective Date specified on Exhibit “A.”

5. **Reservation of Rights.** If you file a Treatment Objection with respect to any Contract listed on Exhibit “A,” the Debtors and the Reorganized Debtors, as applicable, reserve the right to seek to reclassify the proposed treatment of such Contract at any time before the rejection with respect to such Contract is determined by Final Order of the Bankruptcy Court.

6. **Rejection Claims.** You must file a proof of claim with the Debtors’ claims and noticing agent, GCG, Inc., for any claim arising from the rejection of a Contract (a “**Rejection Claim**”) no later than **5:00 p.m. (Eastern Time) on the date that is thirty (30) calendar days after entry of an order of the Bankruptcy Court approving the rejection of such Contract** (the “**Rejection Bar Date**”) at the following address:³

If by overnight courier or hand delivery, to:

AMR Corporation, et al.
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, Ohio 43017

If by first class mail, to:

AMR Corporation, et al.
c/o GCG
P.O. Box 9852
Dublin, Ohio 43017-5752

If by hand delivery, to:

United States Bankruptcy Court, SDNY
One Bowling Green
Room 534
New York, New York 10004-1408

The following procedures for the filing of proofs of claim shall apply:

- (i) Proofs of claim must conform substantially to the proof of claim form on the website established for these chapter 11 cases, www.amrcaseinfo.com or Official Form 10;
- (ii) Proofs of claim must set forth with specificity the legal and factual basis for the alleged claim, the name of the person authorized to settle such claim, and the contact information for such person;
- (iii) Proofs of claim may not be delivered by facsimile, telecopy, or electronic transmission;

³ Official Form 10 can be found at www.uscourts.gov/bkforms, the Official Website for the United States Bankruptcy Courts. A customized Proof of Claim Form can also be obtained on the website established for these chapter 11 cases, www.amrcaseinfo.com.

- (iv) Proofs of claim shall be deemed timely filed only if **actually received** by GCG, Inc. or the Bankruptcy Court on or before the applicable Rejection Bar Date;
- (v) Proofs of claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation for the claim (if voluminous, attach a summary) or an explanation as to why such documentation is not available; (iii) be written in the English language; and (iv) be denominated in lawful currency of the United States as of November 29, 2011 (using the exchange rate, if applicable, as of November 29, 2011); and
- (vi) Proofs of claim must specify by name and case number the Debtor against which the proof of claim is filed. If you are asserting a claim against more than one Debtor, separate proofs of claim must be filed against each such Debtor and you must identify on your proof of claim the specific Debtor and case number against which your claim is asserted.⁴

7. **Consequences of Failure to File a Proof of Claim.** Any holder of a Rejection Claim that fails to timely file a proof of claim in the appropriate form will be forever barred from asserting such Rejection Claim against the Debtors and their chapter 11 estates and from participating in any distribution in the Debtors' cases on account of such Rejection Claim.

A holder of a possible Rejection Claim against the Debtors should consult an attorney if such holder has any questions regarding this Notice, including whether the holder should file a proof of claim.

Dated: New York, New York
July 19, 2013

⁴ The name of each Debtor and case number is as follows: American Airlines, Inc. (11-15464); AMR Corporation (11-15463); AMR Eagle Holding Corporation (11-15465); American Airlines Realty (NYC) Holdings, Inc. (11-15462); Americas Ground Services, Inc. (11-15466); PMA Investment Subsidiary, Inc. (11-15467); SC Investment, Inc. (11-15468); American Eagle Airlines, Inc. (11-15469); Executive Airlines, Inc. (11-15470); Executive Ground Services, Inc. (11-15471); Eagle Aviation Services, Inc. (11-15472); Admirals Club, Inc. (11-15473); Business Express Airlines, Inc. (11-15474); Reno Air, Inc. (11-15475); AA Real Estate Holding GP LLC (11-15476); AA Real Estate Holding L.P. (11-15477); American Airlines Marketing Services LLC (11-15478); American Airlines Vacations LLC (11-15479); American Aviation Supply LLC (11-15480); and American Airlines IP Licensing Holding, LLC (11-15481).

Exhibit “A”

Schedule 8.1(b) – Executory Contracts and Unexpired Leases to be Rejected

*Note: Counterparties are listed alphabetically

Row	Contract Type	Debtor	Contract Counterparties / Notice Parties	Contract Date	Contract Description
1	Employee Benefits Agreement	AMR Corporation	BARIO LA GRANJA, NUMBRO 315 FRENTE A APARTAMENTOS VARGAS COMAYAGUELA, FCO MORAZAN HONDURAS, HONDURAS	11/07/00	Career Equity Agreement for Leonardo Ayon
2	IT Services Agreement - Purchase	American Airlines, Inc.	GUESTLOGIX INC. 200, 370 KING STREET, WEST TORONTO, ONTARIO M5V 1J9 CANADA	02/28/06	Master Services Agreement
3	Travel Agency/Tour Group Related Contracts - Sales	American Airlines, Inc.	HAMILTON, MILLER, HUDSON & FAYNE TRAVEL AGENCY 29566 NORTHWESTERN HWY SOUTHFIELD MI, 48034	02/27/98 03/11/11	Passenger Sales Contract
4	Employee Benefits Agreement	AMR Corporation	JACQUES ALONSO 58 BIS AV PAUL VAILLANT COUTURIER LEVALLOIS PERRET, 92300 FRANCE	10/03/96	Career Equity Agreement for Jacques Alonso
5	Employee Benefits Agreement	AMR Corporation	JOHN HEALEY ABBAY COTTAGE ABBAY HILL LELANT, TR26 3EF GREAT BRITAIN	10/12/99	Career Equity Agreement for John Healey
6	Employee Benefits Agreement	AMR Corporation	JOHN HEALEY ABBAY COTTAGE ABBAY HILL LELANT, TR26 3EF GREAT BRITAIN	10/12/98	Career Equity Agreement for John Healey
7	Employee Benefits Agreement	AMR Corporation	JOHN HEALEY ABBAY COTTAGE ABBAY HILL LELANT, TR26 3EF GREAT BRITAIN	10/03/96	Career Equity Agreement for John Healey
8	Employee Benefits Agreement	AMR Corporation	JOHN HEALEY ABBAY COTTAGE ABBAY HILL LELANT, TR26 3EF GREAT BRITAIN	10/04/95	Career Equity Agreement for John Healey

Schedule 8.1(b) – Executory Contracts and Unexpired Leases to be Rejected

*Note: Counterparties are listed alphabetically

Row	Contract Type	Debtor	Contract Counterparties / Notice Parties	Contract Date	Contract Description
9	Employee Benefits Agreement	AMR Corporation	MARIA ANTONIA GUTIERREZ CORREGIDORA NO. 1 BIS COL. TLACOPAC ALVARO OBREGON, MEXICO CITY 01049 MEXICO	11/07/00	Career Equity Agreement for Maria Antonia Gutierrez
10	Employee Benefits Agreement	AMR Corporation	MARIA ANTONIA GUTIERREZ CORREGIDORA NO. 1 BIS COL. TLACOPAC ALVARO OBREGON, MEXICO CITY 01049 MEXICO	02/01/99	Career Equity Agreement for Maria Antonia Gutierrez
11	Employee Benefits Agreement	AMR Corporation	MARIA ANTONIA GUTIERREZ CORREGIDORA NO. 1 BIS COL. TLACOPAC ALVARO OBREGON, MEXICO CITY 01049 MEXICO	06/10/98	Career Equity Agreement for Maria Antonia Gutierrez
12	Employee Benefits Agreement	AMR Corporation	PAMELA CAMUS LAS TORCAZAS 240, DEPTO 144 LAS CONDES SANTIAGO, CHILE	11/07/00	Career Equity Agreement for Pamela Camus
13	Employee Benefits Agreement	AMR Corporation	PAMELA CAMUS LAS TORCAZAS 240, DEPTO 144 LAS CONDES SANTIAGO, CHILE	12/01/99	Career Equity Agreement for Pamela Camus
14	Employee Benefits Agreement	AMR Corporation	PAMELA CAMUS LAS TORCAZAS 240, DEPTO 144 LAS CONDES SANTIAGO, CHILE	06/10/98	Career Equity Agreement for Pamela Camus
15	AAAdvantage Agreement - Purchase	American Airlines, Inc.	POINTS.COM & POINTS INTERNATIONAL LTD. 179 JOHN STREET, 8TH FLOOR TORONTO, ONTARIO CANADA	07/30/08	1st Amended & Restated Online Redemption Transaction Services Agmt with Points.com & Points Intl Ltd
16	Employee Benefits Agreement - Other	AMR Corporation	RACHEL MADHERE 40 RUE LOUIS E POUGET MORNE CALVAIRE PETION-VILLE, HAITI	11/07/00	Career Equity Agreement for Rachel Madhere

Schedule 8.1(b) – Executory Contracts and Unexpired Leases to be Rejected

*Note: Counterparties are listed alphabetically

Row	Contract Type	Debtor	Contract Counterparties / Notice Parties	Contract Date	Contract Description
17	Employee Benefits Agreement	AMR Corporation	RACHEL MADHERE 40 RUE LOUIS E POUGET MORNE CALVAIRE PETION-VILLE, HAITI	12/01/99	Career Equity Agreement for Rachel Madhere
18	Employee Benefits Agreement	AMR Corporation	RACHEL MADHERE 40 RUE LOUIS E POUGET MORNE CALVAIRE PETION-VILLE, HAITI	06/10/98	Career Equity Agreement for Rachel Madhere
19	Employee Benefits Agreement	AMR Corporation	RAFAEL SANCHEZ HATUEY 135, LOS CACICAZGOS SANTO DOMINGO, DOMINICAN REPUBLIC	11/07/00	Career Equity Agreement for Rafael Sanchez