

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 REGARDING (I) EXECUTORY
CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED,
(II) PROPOSED CURE AMOUNTS AND (III) RELATED PROCEDURES**

PLEASE TAKE NOTICE THAT:

1. **Executory Contracts and Unexpired Leases to be Assumed.** 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 assume. 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 or amend the Proposed Cure (as hereinafter defined), as applicable, with respect to any Contract to be assumed, 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 (and thus are identified for assumption) and are listed on **Exhibit "A,"** annexed hereto.²

2. **Proposed Cure Amounts.** Section 365(b)(1)(A) of the Bankruptcy Code requires that the Debtors cure or provide adequate assurance that they will promptly cure defaults under the Contracts at the time of assumption. The Debtors have determined the amounts required to cure any prepetition defaults under the Contracts (collectively, the "**Proposed Cure**")

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 <http://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.

based on the Debtors' books and records and related documents. The Proposed Cure for the Contract(s) to which you or an affiliate are a party are included on Exhibit "A" in the aggregate amount.

3. **Deadline to Respond to Proposed Assumption, Proposed Cure and Proposed Assumption Effective Date.** If you object to the assumption, the amount of the Proposed Cure, or the date the assumption will be deemed effective (the "**Assumption Effective Date,**" hereafter the Effective Date as defined in the Plan) for a particular contract as specified on Exhibit "A," 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 August 5, 2013** (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, Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 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 assumed effective as of the Assumption Effective Date, and the Proposed Cure specified on Exhibit "A" shall be the Cure Amount and shall be deemed to satisfy in full any prepetition obligations the Debtors might have with respect to such Contract(s) under section 365(b) of the Bankruptcy Code. 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.

4. **Consensual Resolution of Disputes.** The Debtors request that if you dispute the assumption of a Contract, a Proposed Cure or a proposed Assumption Effective Date, 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 3 above to preserve your right to object to the assumption, the proposed Assumption Effective Date, or the Proposed Cure.

5. **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 assumption of your Contract(s) notwithstanding a Treatment Objection, the assumption of such Contract(s) shall be effective as of the Assumption Effective Date.

6. **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 (i) to seek to reject such Contract at any time before the assumption, or Proposed Cure with respect to such Contract is determined by a Final Order of the Bankruptcy Court and (ii) to the extent a Final Order of the Bankruptcy Court is entered resolving a Treatment Objection as to a Cure Amount such that the Cure Amount is in an amount different from the Proposed Cure, to seek to reject such Contract within fourteen (14) days after the date of entry of such Final Order.

7. **Payment of Cure Amount.** Any Cure Amount shall be paid as soon as reasonably practicable following the Assumption Effective Date or entry of a separate Final Order approving the assumption of the respective Contract. Upon payment in full of the Cure Amount, any proofs of Claim based upon such Contract(s) shall be deemed disallowed and expunged. Any proofs of Claim that do not relate to such Contract(s) or have otherwise been waived will be reconciled pursuant to the Debtors' claims reconciliation process.

Dated: New York, New York
July 19, 2013

Exhibit “A”