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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re	:
	:
AMR CORPORATION, et al.,	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.
11-____ (____)
(Jointly Administered)

**MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO
11 U.S.C. § 365(a) AND FED. R. BANKR. P. 6006 APPROVING ASSUMPTION
OF CERTAIN EXECUTORY CREDIT CARD AND PAYMENT AGREEMENTS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

AMR Corporation (“**AMR Corp.**”), American Airlines, Inc. (“**American Airlines**”), AMR Eagle Holding Corporation (together with its direct subsidiaries, “**Eagle**”), and certain of their subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**,” and together with their non-Debtor subsidiaries, “**AMR**”), respectfully represent:

Background

1. On the date hereof (the “**Commencement Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11, United States Code (the

“**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory creditors’ committee has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. Information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the Affidavit of Isabella D. Goren Pursuant to Rule 1007-2 of the Local Bankruptcy Rules of the Southern District of New York, sworn to on the date hereof (the “**Goren Affidavit**”), which has been filed with the Court on the date hereof.

Jurisdiction

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. The Debtors request approval of their assumption of the Payment Agreements and the Co-Branded Citibank Credit Card Agreement (each as defined below), pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006.¹ As described more fully below, the Payment Agreements relate to credit card processing and other methods of

¹ Contemporaneously herewith, the Debtors filed a motion pursuant to section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018 for authority to file the Payment Agreements and the Co-Branded Citibank Credit Card Agreement under seal to protect the confidentiality of the terms and provisions of such agreements.

payment by the Debtors' customers, and the Co-Branded Citibank Credit Card Agreement relates to the Debtors' ongoing relationship with Citibank with respect to the issuance of co-branded credit cards pursuant to which cardholders can accrue mileage credit for travel awards redeemable through the Debtors' AAdvantage® frequent flyer program (the "**AAdvantage Program**"). A list of the agreements to be assumed pursuant to this Motion is annexed hereto as **Exhibit "A."**

The Debtors' Payment and Processing Agreements

6. The Debtors derive the most substantial portion of their revenue from a variety of credit cards, charge cards, purchase cards, electronic payments, money transfers, and other types of non-cash forms of payments. In 2011, sales derived from non-cash forms of payments comprised approximately \$17 billion of the Debtors' approximate \$21 billion of total revenue. The Debtors' customers and business partners use a variety of non-cash forms of payment to purchase, among other things, passenger airline tickets (including the payment of airline surcharges and taxes), cargo services, tour packages, and memberships in American Airline's Admirals Club® lounges. These purchases generally are made (i) directly from the Debtors at ticket counters and city ticketing offices or by telephone, mail, or the Internet (the "**Direct Sales**"), or (ii) through a travel agent (the "**Travel Agency Sales**"). In 2011, Travel Agency Sales accounted for approximately 65% of the Debtors' total credit card revenue, while Direct Sales accounted for the remaining approximately 35%.

7. In the ordinary course of business, the Debtors use the following methods to process payments:

- (a) General purpose credit cards (collectively, the "**Traditional Credit Cards**") generally issued by traditional credit card companies (collectively, the "**Traditional Credit Card**

Companies”), including, but not limited to, American Express Travel Related Services Company, Inc. and American Express Payment Services Limited (collectively, “**Amex**”); Discover Financial Services LLC. (“**Discover**”); JCB International Credit Card Co., Ltd. and JCB International Co., Ltd. (collectively, “**JCBI**”); Diners Club International Ltd. (“**Diners**”); and Citibank, N.A. (“**Citibank**”) in connection with the Debtors’ private label credit card available only for purchase of the Debtors’ products (the “**AA Credit Card**”).

- (b) VISA cards or MasterCards (as defined below) issued by various issuing banks (the “**Issuing Banks**”);
- (c) Electronic payment instruments (collectively, the “**E-Payment Instruments**”), issued by certain online payment companies (the “**E-Payment Companies**”), including, but not limited to, PayPal, Inc. (“**PayPal**”), Western Union Financial Services, Inc. (“**Western Union**”), and TeleCheck Services, Inc. (“**TeleCheck**”); and
- (d) The American Airlines UATP Card (as defined below) issued by the Debtors pursuant to their membership in the Universal Air Travel Plan (“**UATP**”).

Traditional Credit Cards

8. Pursuant to credit card arrangements with the Traditional Credit Card Companies, the Debtors function as a merchant while the Traditional Credit Card Companies are responsible for all aspects of credit approval, card issuance, and collection activity with each customer. The Debtors currently maintain the following agreements with the Traditional Credit Card Companies (the “**Traditional Credit Card Agreements**”):

- (a) The Discover Card. American Airlines and Discover entered into the Merchant Services Agreement, dated as of September 15, 1985, as amended, for a term set to expire on December 31, 2012.
- (b) The JCBI Card. American Airlines and JCBI entered into the JCBI Merchant Services Agreement, dated as of September 1, 1999, as supplemented or amended from time to time, with no fixed expiration date.

- (c) The American Express Card. American Airlines and Amex entered into the Amended and Restated Airline Card Service Agreement, effective as of October 25, 2010, for a term beginning as of December 30, 2009 and set to expire on December 31, 2014.
- (d) The Diners Club Card. American Airlines entered into the Agreement, effective as of January 1, 1988, as amended from time to time, for a term set to expire on December 31, 2013.
- (e) The AA Credit Card. American Airlines and Citibank (as successor in interest to Hurley State Bank) entered into the Merchant Services Agreement, dated as of April 23, 1992, as amended from time to time, with no fixed expiration date.

9. When honoring the Traditional Credit Cards, the Debtors are required to follow certain contractual procedures, including properly processing any transactions involving the credit card, verifying credit line availability, and reporting attempted fraud. These procedures are generally uniform for all Traditional Credit Cards and are governed by the contractual agreements set forth above between the Debtors and each Traditional Credit Card Company. With the exception of certain liabilities relating to Chargebacks (as defined below), the Debtors are not exposed to the risk of nonpayment by customers who purchase tickets or pay for other goods or services using one of the Traditional Credit Cards.

10. Pursuant to the Traditional Credit Card Agreements, the Traditional Credit Card Companies issue credit cards to entities and individuals (the “**Traditional Credit Cardholders**”), who then use them to purchase goods and services from any merchant that accepts these credit cards, including the Debtors. Each transaction involving a Traditional Credit Card produces a record of the sale (the “**Sale Record**”),² which the Debtors forward to the respective Traditional Credit Card Company in accordance with the terms and timetables set

² The term “Sale Record” will be used interchangeably among the descriptions of the different payment programs to describe the written, electronic, or otherwise recorded history of a payment transaction.

forth in the respective Traditional Credit Card Agreements. The Traditional Credit Card Company then processes the Sale Record and remits a payment to the Debtors for the amount included on the Sale Record, minus a fee. The Traditional Credit Card Companies deduct their fees before transferring payment to the Debtors. These fees are (i) calculated as a percentage of the underlying transaction, (ii) highly confidential, and (iii) vary among the Traditional Credit Card Companies. On average, the Debtors receive payment for the Sale Record within 2 to 14 days from the date the Debtors send the Sale Record to the Traditional Credit Card Company. Because the majority of transactions involving the Traditional Credit Cards are processed electronically, the Debtors receive payment from the Traditional Credit Card Companies on a timely and regular basis with few losses or delinquencies. In 2011, after deducting the fees, the Debtors received approximately \$8 billion from transactions processed by the Traditional Credit Card Companies.

11. When a Traditional Credit Cardholder is properly owed a refund or is dissatisfied with the goods and services and refuses to pay, or in the case of fraud or unrecognized charges, the merchant must return, or “chargeback,” to the Traditional Credit Card Companies any funds received for these payments (the “**Chargebacks**”). Each Traditional Credit Card Agreement governs the terms of Chargebacks between the Debtors and the respective Traditional Credit Card Company.

VISA and MasterCard

12. Visa Inc. (“**VISA**”) and MasterCard Inc. (“**MasterCard**”) are global payment technology companies that allow Issuing Banks to use their programs and logos to issue a variety of branded payment products, although most commonly, credit cards (the “**VISA Cards**” and “**MasterCards**,” respectively). VISA and MasterCard rules generally require all

merchants, including the Debtors, to employ third parties to facilitate the billing and settlement process for all transactions involving VISA Cards and MasterCards. U.S. Bank National Association (“**U.S. Bank**”) serves as the processor for the vast majority of all purchases made from the Debtors using VISA Cards or MasterCards. American Airlines and U.S. Bank entered into certain agreements covering the different locations where the Debtors sell their products and the different currency that is used in each of those locations (collectively, the “**U.S. Bank Processing Agreements**”). The U.S. Bank Processing Agreements expire on July 1, 2013.

13. The specific procedures whereby Visa, MasterCard, U.S. Bank, and the Issuing Banks collect fees for their services varies depending on the particular U.S. Bank Processing Agreement in place in the different locations where the Debtors sell their products.³ In general, when a customer presents a VISA Card or MasterCard to the Debtors to purchase goods or services, the Debtors process the VISA Card or MasterCard and produce a Sale Record, similar to that produced when using a Traditional Credit Card. The Debtors then send the Sale Record to U.S. Bank, which remits payment to the Debtors according to the terms of the particular U.S. Bank Processing Agreement, minus a fee. U.S. Bank then seeks payment from the Issuing Bank, which, in turn, seeks payment from the customer. U.S. Bank will also deduct an “interchange fee,” which is forwarded to VISA or MasterCard. Moreover, like the Traditional Credit Card Companies, U.S. Bank can issue Chargebacks to the Debtors under certain

³ Purchases made from the Debtors in currencies or locations not covered by the U.S. Bank Processing Agreements are processed by local entities that operate like processors (the “**Local Processing Entities**”). These Local Processing Entities remit payment to the Debtors pursuant to VISA’s and MasterCard’s international regulations and subject to the rules and regulations of local governments. Because of the relative size of the transactions processed by the Local Processing Entities, the Debtors do not seek to assume any of the contracts with the Local Processing Entities pursuant to this Motion.

circumstances. In 2011, after deducting the fees, the Debtors received approximately \$13 billion from transactions processed by U.S. Bank.

14. Pursuant to the U.S. Bank Processing Agreements, U.S. Bank may claim a right for the Debtors to establish and maintain a reserve account and may withhold payments (the “**Holdbacks**”) otherwise due to the Debtors to fund and maintain those reserve accounts. The right of U.S. Bank to establish or require Holdbacks is subject to the occurrence of certain objective conditions set forth in the U.S. Bank Processing Agreements. None of these conditions has occurred other than the commencement of the Debtors’ chapter 11 cases, which constitutes an unenforceable *ipso facto* clause under section 365 of the Bankruptcy Code.⁴

E-Payment Instruments

15. Pursuant to the agreements with the E-Payment Companies, the Debtors function as a merchant while the E-Payment Companies are themselves responsible for all aspects of credit approval and collection activity with each customer. The Debtors currently maintain the following agreements with the E-Payment Companies:

- (a) PayPal. For sales within the United States, its territories and protectorates, American Airlines and PayPal entered into that certain PayPal Payment Processing Agreement, dated as of September 22, 2008, as amended, for a term set to expire on September 22, 2012. For sales within the European Union, American Airlines and PayPal (Europe) Sàrl & Cie, SCA entered into that certain PayPal Payment Processing Agreement, dated as of October 23, 2008, with no fixed expiration date. For sales within Canada, American Airlines and PayPal CA Limited entered into that certain PayPal Payment Processing Agreement, dated as of October 24, 2008, with no fixed expiration date.

⁴ In fact, to the extent any parties to the Payment Agreements have the right to impose or require Holdbacks or seek other remedies based on the commencement of these cases or the Debtors’ financial condition, all of such rights and remedies are unenforceable *ipso facto* clauses.

- (b) Western Union. American Airlines and Western Union Financial Services, Inc. entered into that certain Western Union Quick Collect ®/Quickpay® Service Application dated as of February 10, 2005, as amended, for a term set to expire on February 28, 2012.
- (c) TeleCheck. American Airlines and TeleCheck entered into that certain TeleCheck ICA® and CBPSM Service Agreement Verification Program, dated as of August 27, 2007. The agreement continues unless either party gives 60-days notice of termination.

16. When honoring the E-Payment Instruments, the Debtors are required to follow certain generally uniform contractual procedures, including properly processing any transactions involving the E-Payment Instrument. With the exception of certain liabilities relating to Chargebacks, the Debtors are not exposed to the risk of nonpayment by customers who purchase tickets or pay for other goods or services using one of the E-Payment Instruments.

17. When a customer uses the particular E-Payment Instrument for the purchase of goods or services offered by the Debtors, the Debtors will process the particular E-Payment Instrument and produce a Sale Record, similar to that produced when using a Traditional Credit Card. The Debtors then send the Sale Record to the corresponding E-Payment Company, which then remits payment to the Debtors according to the terms of the corresponding agreement, minus a fee. Like the Traditional Credit Card Companies, the E-Payment Companies can issue Chargebacks to the Debtors under certain circumstances. In 2011, after deducting the fees, the Debtors received approximately \$57 million from transactions processed by the E-Payment Companies.

American Airlines UATP Card

18. The Universal Air Travel Plan, also known as “UATP,” is a cooperative arrangement by and among most of the world’s airlines and certain railroads (the “**UATP Participants**”). Since 1936, UATP has operated as the world’s first business travel payment

system. Pursuant to the Amended and Restated UATP Participation Agreement-2004, dated March 1, 2004 (the “**UATP Agreement**”), certain UATP Participants (the “**UATP Contractors**”) issue charge cards to be used solely for the purchase of travel from UATP Participants. Other UATP Participants (the “**UATP Ticketors**”) do not issue UATP charge cards, but honor them when they are presented for the purchase of travel.

19. Each UATP Contractor is responsible for administering its own UATP charge card program, including issuing its UATP card, billing the UATP cardholders, collecting payments from the UATP cardholders, and remitting payments to other UATP Participants, if necessary.

20. American Airlines is a UATP Contractor and issues a UATP card (the “**American Airlines UATP Card**”) to various corporate entities and select individuals (the “**American Airlines UATP Cardholders**”) that meet certain qualifying criteria. As of the Commencement Date, the Debtors had approximately 1,550 American Airlines UATP Card accounts. The American Airlines UATP Card is accepted by more than 250 airlines, La Quinta, and Amtrak, and provides its holders with a number of benefits, including a convenient means for corporations to regulate the business travel expenses of their employees.

21. The American Airlines UATP Cardholders use the American Airlines UATP Card to purchase goods and services from the Debtors and other UATP Participants. For example, if an American Airlines UATP Cardholder uses his or her card to purchase travel on United Airlines, United Airlines will honor the American Airlines UATP Card and bill the Debtors for the price of the goods or services. The Debtors, in turn, will reimburse United Airlines, minus a fee for processing the transaction, and collect the price of the goods or services from the American Airlines UATP Cardholder.

22. During the ordinary operation of the UATP program, the Debtors will have payments due from and payments owing to other UATP Participants. UATP Participants settle with one another through the International Air Transport Association clearinghouse (the “**ICH**”), the Airline Clearing House, Inc. (the “**ACH**”),⁵ or pay directly. Goods and services provided by the Debtors account for approximately 35% of all the services purchased with the American Airlines UATP Card, while the remaining approximately 65% are for ticket sales on competing airlines. American Airlines collects approximately \$44 million each month from its American Airlines UATP Cardholders, of which approximately \$29 million is transferred to other UATP Participants.

The Co-Branded Citibank Credit Card Agreement

23. In addition to the above, since 1987, the Debtors have maintained an exclusive “affinity” co-branded credit card program with Citibank that is based upon the travel awards program established by American Airlines in 1981 as the “AAdvantage Program.” The co-branded credit card agreement by and between American Airlines and Citibank has been amended and restated several times. Under the operative version, dated June 10, 2008, as amended (the “**Co-Branded Citibank Credit Card Agreement**”), Citibank is permitted to issue AAdvantage credit cards pursuant to which cardholders can accrue mileage credit for travel awards redeemable through the AAdvantage Program based upon purchases of goods and services charged on the cards.

24. Pursuant to the Co-Branded Citibank Credit Card Agreement, Citibank (i) pays American Airlines, on a periodic basis, certain fees for being the Issuing Bank to allow its

⁵ The Debtors are seeking to assume and continue their obligations with ICH and ACH pursuant to another motion filed with the Court contemporaneously herewith.

clients to accrue mileage credit for travel awards redeemable through the AAdvantage Program, (ii) commits to a minimum annual level of marketing support for the AAdvantage Program, and (iii) pays the Debtors for the miles accrued by its clients. The Co-Branded Citibank Credit Card Agreement generates significant revenues for the Debtors and is an integral and extremely valuable component of the AAdvantage Program.

25. In September 2009, the Debtors and Citibank amended the Co-Branded Citibank Credit Card Agreement and entered into an arrangement under which Citibank paid \$1 billion to the Debtors to pre-purchase AAdvantage® Miles™ (the “**Advance Purchase Arrangement**”). Under the Advance Purchase Arrangement, the Debtors agreed that they would apply in equal monthly installments, over a five-year period beginning on January 1, 2012, the pre-purchased miles to Citibank Cardholders’ AAdvantage accounts. As part of the Advance Purchase Arrangement, the term of the Co-Branded Citibank Credit Card Agreement was extended through 2017. The pre-purchased miles are an extremely small fraction of the total AAdvantage Miles that Citibank purchases on an annual basis from the Debtors.

26. Pursuant to the Advance Purchase Arrangement, Citibank was granted a first-priority lien on certain of the Debtors’ AAdvantage Program assets, and a lien on certain of the Debtors’ Heathrow airport routes, slots, and gates that could be subordinated to any subsequent first lien. The Debtors also agreed to grant a future lien (with similar subordination features) in certain of the Debtors’ Narita routes, slots, and gates. The existing collateral and any future collateral secure all obligations owing to Citibank under the Co-Branded Citibank Credit Card Agreement.

27. Commencing on December 31, 2011, the Debtors have the right to repurchase, without premium or penalty, any or all of the pre-purchased miles. In addition,

under the Co-Branded Citibank Credit Card Agreement, the Debtors are obligated, in certain circumstances (including certain specified termination events and defaults, and if any pre-purchased miles remain at the end of the term), to re-purchase for cash all of the then unused pre-purchased miles. It is also a repurchase requirement if the Debtors seek relief under chapter 11 of the Bankruptcy Code and do not seek to assume the Co-Branded Citibank Credit Card Agreement within one day of the commencement of the chapter 11 case, and the assumption is not approved within 25 days after the commencement of the chapter 11 case.

28. The Co-Branded Citibank Credit Card Agreement also grants to Citibank the right to use the pre-purchased miles on an accelerated basis under certain circumstances. Additionally, the Debtors have the right under certain circumstances to release or substitute other collateral for the Heathrow and Narita route-related collateral.

29. As stated, pursuant to this Motion, the Debtors seek to assume under section 365 of the Bankruptcy Code the agreements with (i) the Traditional Credit Card Companies; (ii) U.S. Bank, as processor for substantially all purchases made from the Debtors using VISA Cards or MasterCard; (iii) the E-Payment Companies; and (iv) the UATP (collectively, the “**Payment Agreements**”). The Debtors also seek to assume the Co-Branded Citibank Credit Card Agreement.

30. The Debtors propose the following procedures with respect to the requested assumption of the Payment Agreements and the Co-Branded Citibank Credit Card Agreement. Within three (3) business days of the entry of the proposed Order annexed hereto (the “**Order**”), the Debtors shall serve a copy of the Order and this Motion on (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis), (iii) the holders of the fifty

largest unsecured claims against the Debtors (on a consolidated basis), (iv) the attorneys for the Allied Pilots Association, (v) the attorneys for the Air Line Pilots Association, International, (vi) the attorneys for the Association of Professional Flight Attendants, (vii) the attorneys for the Association of Flight Attendants – CWA, AFL-CIO, (viii) the attorneys for the Transport Workers Union of America, AFL-CIO, and (ix) the counterparties (the “**Counterparties**”) to the Payment Agreements and the Co-Branded Citibank Credit Card Agreement at the addresses set forth on **Exhibit “A”** annexed hereto.

31. The deadline to file an objection (“**Objection**”) to the assumption of any agreement shall be 4:00 p.m. (Eastern Time) on the date set forth in the Order (the “**Objection Deadline**”). An Objection shall be considered timely if it is (i) filed with the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, and (ii) actually received by (a) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004; (b) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.); (c) the attorneys for any official committee appointed in these cases; and (d) the applicable Counterparty, prior to the Objection Deadline.

32. If no Objections are timely filed, served, and received with respect to the assumption of an agreement, the Order shall be deemed a final order for assumption of such agreement without further notice or hearing. If an Objection is timely filed with respect to an agreement, a hearing will be held at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, NY 10004, at a date and time to be established by the Court. Pending approval of the assumption of the

agreements on a final basis, the Debtors seek authority to continue honoring, performing and exercising their rights and obligations (whether prepetition or postpetition) in the ordinary course of business in accordance with the terms of the agreements.

33. The foregoing notice procedures satisfy Bankruptcy Rule 9014 by providing the appropriate parties with notice and an opportunity to object and be heard at a hearing. *See, e.g., In re Drexel Burnham Lambert*, 160 B.R. 729 (S.D.N.Y. 1993) (indicating that an opportunity to present their objections satisfies due process); *In re Colorado Mountain Cellars, Inc.*, 226 B.R. 244, 246 (D. Colo. 1998) (noting that a hearing is not required to satisfy Bankruptcy Rule 9014). Furthermore, the proposed notice procedures protect the due process rights of the parties in interest without unnecessarily subjecting the Debtors' estates to unwarranted administrative expenses.

Applicable Authority

34. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the Court's approval, may . . . assume any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Agreements between merchants, such as the Debtors, and companies that provide credit card or other payment alternatives to their customers, are executory contracts that can be assumed under section 365(b). *See In re United Airlines, Inc.*, 368 F.3d 720, 722 (7th Cir. 2004) (noting that processing agreements like those sought to be assumed here are not financial accommodations within the scope of section 365(c)(2) and, therefore, "we hold that a . . . debtor in possession, may assume a credit-card-processing agreement"); *see also In re Ernie Haire Ford, Inc.*, 403 B.R. 750 (Bankr. M.D. Fla. 2009) (holding that a contract between a car dealer and an automobile finance company that allows the

finance company to purchase retail installment sales contracts originated by the car dealer, is assumable under section 365 of the Bankruptcy Code).

35. The standard to be applied by a Court in determining whether an executory contract or unexpired lease should be assumed is the “business judgment” test, which is premised upon the debtor’s business judgment that assumption would be beneficial to its estate. *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993) *cert. dismissed*, 114 S. Ct. 1418 (1994); *see also Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985) (“More exacting scrutiny would slow the administration of the debtor’s estate and increase its cost, interfere with the Bankruptcy Code’s provision for private control of administration of the estate, and threaten the court’s ability to control a case impartially”); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006) (“The decision to assume or reject an executory contract is within the sound business judgment of the debtor-in-possession . . .”).

36. Courts generally defer to a debtor’s business judgment in assuming an executory contract, and upon finding that a debtor has exercised its sound business judgment, approve the assumption under section 365(a) of the Bankruptcy Code. *See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996); *Orion Pictures*, 4 F.3d at 1099; *In re Child World, Inc.*, 142 B.R. 87, 89-90 (Bankr. S.D.N.Y. 1992).

37. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract will benefit the debtor’s estate. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkum*, 488 A.2d 858, 872 (Del. 1985)) *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993); *Comm. of Asbestos-*

Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612 (Bankr. S.D.N.Y. 1986) (where the debtor articulates a reasonable basis for its business decisions, courts will generally not entertain objections to the debtor's conduct).

38. When assuming an executory contract, section 365(b) of the Bankruptcy Code requires the debtor to cure any defaults under the contract or provide adequate assurance that it will promptly cure these defaults. 11 U.S.C. § 365(b)(1)(A). If there has been a default, the debtor must also provide adequate assurance of future performance under the contract. 11 U.S.C. § 365(b)(1)(C). Section 365(b) provides:

(1) If there has been a default in an executory contract or unexpired lease of the debtor, the [debtor] may not assume such contract or lease unless, at the time of the assumption of such contract or lease, the [debtor] –

(A) cures, or provides adequate assurance that the [debtor] will promptly cure, such default;

(B) compensates, or provides adequate assurance that the [debtor] will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

39. Notably, in other large cases, Courts in this District and others have approved the assumption of processing agreements like those here.

The Debtors' Business Judgment Dictates the Assumption of the Payment Agreements and the Co-Branded Citibank Credit Card Agreement

40. In accordance with the sound exercise of their business judgment, the Debtors have determined that the assumption of the Payment Agreements and the Co-Branded Citibank Credit Card Agreement is in the best interests of the Debtors and their estates.

Transactions involving non-cash forms of payment account for a very substantial portion of the Debtors' total revenue. This revenue arises from the use of Traditional Credit Cards, Visa cards, MasterCard, E-Payment Instruments, and the American Airlines UATP Card. The Debtors' business is entirely dependent on the continued patronage of their loyal customers. Any interruption in the Debtors' processing payment programs would severely impair this critical revenue source and the Debtors' ongoing operations, to the severe detriment and prejudice of all parties in interest. This is particularly true in the case of the U.S. Bank Processing Agreements.

41. The Payment Agreements are the result of labored negotiations between the Debtors and the counterparties to those agreements and contain terms favorable to the Debtors. If the Debtors were to reject the Payment Agreements, it is highly unlikely that they could negotiate terms as favorable as those under the existing Payment Agreements. Moreover, the Debtors have an established history dealing with the Traditional Credit Card Companies, U.S. Bank, the E-Payment Companies, and the UATP Participants and through past experience have mastered the complex procedures for receiving, making, monitoring, and recording payments. Operating under new agreements with different processing payment companies or other entities at this juncture in the Debtors' chapter 11 cases or disrupting existing arrangements would cause unnecessary and detrimental interruptions to the Debtors' cash flow at this critical time in the reorganization process. Under these circumstances, assumption of the Payment Agreements is well within the sound business judgment of the Debtors and should be approved.

42. Assumption of the Co-Branded Citibank Credit Card Agreement also represents a sound exercise of the Debtors' business judgment and should be approved. As stated, the Debtors have had a long-standing relationship with Citibank that has engendered a tremendous amount of customer and brand loyalty, not to mention significant cash flow.

Citibank's marketing efforts and the extensive and broad-based use of its co-branded credit card make it an invaluable business partner and the Co-Branded Citibank Credit Card Agreement is an extremely valuable asset that must be preserved. In fact, if this relationship with Citibank were to be impaired, or if the Debtors and Citibank were unable to fully exploit the benefits of the Co-Branded Citibank Credit Card Agreement, the Debtors' revenues undoubtedly would decrease significantly, to the detriment and prejudice of all parties in interest. Moreover, as stated, all of the obligations to Citibank related to the Co-Branded Citibank Credit Card Agreement are fully-collateralized by valuable assets and, as a result, there is every incentive to maintain this relationship. In view of these circumstances and the obvious substantial benefits the Debtors derive from the agreement, the Debtors' decision to assume the Co-Branded Citibank Credit Card Agreement is entirely justified and well-within the Debtors' business judgment.

43. As stated, in accordance with section 365(b) of the Bankruptcy Code, before the Debtors can assume the Payment Agreements or the Co-Branded Citibank Credit Card Agreement, they must cure all defaults under those agreements. 11 U.S.C. §365(b)(1)(A). The Debtors do not believe that there are any existing defaults under any of the Payment Agreements or the Co-Branded Citibank Credit Card Agreement, other than so-called *ipso facto* defaults, which are not required to be cured under section 365(e)(1) of the Bankruptcy Code.

44. Nonetheless, assuming there are uncured defaults under one or more of the Payment Agreements or under the Co-Branded Citibank Credit Card Agreement, the Debtors are prepared to promptly cure them and the Debtors believe the substantial cash resources they have constitute sufficient adequate assurance of future performance. To the extent it may be

necessary, however, the Debtors are prepared to provide evidence as to adequate assurance in connection with any hearing held on an Objection that raises the issue.

**The *Ipsa Facto* Clauses Contained in the Agreements Are
Unenforceable Under Section 365(e)(1) of the Bankruptcy Code**

45. The agreements that are the subject of this Motion contain provisions to the effect that they may be terminated or modified by the counterparties to those agreements or that other remedial rights may be exercised either (i) upon the Debtors' insolvency or financial distress, or (ii) upon the Debtors' filing of a petition for relief under chapter 11 of the Bankruptcy Code. In drafting the Bankruptcy Code, Congress expressly recognized in section 365(e)(1) the widespread use of such clauses in many commercial agreements, as well as the threat that such knee-jerk provisions would pose to the public policy favoring reorganization. Congress, therefore, left no doubt that these *ipso facto* clauses are unenforceable pursuant to section 365(e)(1):

- (a) Notwithstanding a provision in an executory contract or unexpired lease, or in applicable law, an executory contract or unexpired lease of the debtor may not be terminated or modified, and any right or obligation under such contract or lease may not be terminated or modified, at any time after the commencement of the case solely because of a provision in such contract or lease that is conditioned on –
 - (i) the insolvency or financial condition of the debtor at any time before the closing of the case;
 - (ii) the commencement of a case under this title; or
 - (iii) the appointment of or taking possession by a trustee in a case under this title or a custodian before such commencement.

11 U.S.C. § 365(e)(1).

46. Moreover, the legislative history is equally clear that such clauses are not to be enforced as they “frequently hamper . . . rehabilitation efforts.” H. Rep. No. 595, 95th

Cong., 1st Sess. (1977) 348; S. Rep. No. 989, 95th Cong., 2d Sess. (1978). Therefore, the Traditional Credit Card Companies, U.S. Bank, the E-Payment Companies, and Citibank cannot enforce the *ipso facto* clauses in the respective agreements or terminate them based on the Debtors' filing of these chapter 11 cases.

The Debtors Have Satisfied Bankruptcy Rule 6003

47. Bankruptcy Rule 6003 provides that to the extent "relief is necessary to avoid immediate and irreparable harm," a Bankruptcy Court may approve a motion to "pay all or part of a claim that arose before the filing of the petition" prior to twenty-one days after the Commencement Date. Fed. R. Bankr. P. 6003. As described herein, the Debtors' ability to maintain and perform under the Payment Agreements and the Co-Branded Citibank Credit Card Agreement is critical to the Debtors' revenue generation and successful reorganization. Accordingly, the relief requested is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

Waiver of Bankruptcy Rules 6004(a) and (h)

48. To implement the foregoing immediately, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

49. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis), (iii) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis), (iv) the attorneys for the Allied Pilots Association, (v) the attorneys for the Air Line Pilots Association, International, (vi) the

attorneys for the Association of Professional Flight Attendants, (vii) the attorneys for the Association of Flight Attendants – CWA, AFL-CIO, and (viii) the attorneys for the Transport Workers Union of America, AFL-CIO. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

50. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: New York, New York
November 29, 2011

/s/ Stephen Karotkin

Harvey R. Miller
Stephen Karotkin
Alfredo R. Pérez
Stephen A. Youngman

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

Exhibit "A"

Name of Contract to be Assumed	Address for Notice
<p>Amended and Restated Airline Card Service Agreement, by and between American Express Travel Related Services Company, Inc., American Express Payment Services Limited, and American Airlines, Inc., effective as of October 25, 2010</p>	<p>American Express Travel Related Services Company, Inc. American Express Payment Services Limited c/o American Express Travel Related Services Company, Inc. 3 World Financial Center 200 Vesey Street, 40th Floor New York, NY 10285 Attn: President, Global Merchant Services</p> <p>With a copy to:</p> <p>American Express Travel Related Services Company, Inc. American Express Payment Services Limited c/o American Express Travel Related Services Company, Inc. 3 World Financial Center 200 Vesey Street, 49th Floor New York, NY 10285 Attn: General Counsel's Office/ Merchant Services Group Fax: (212) 640-0361</p>
<p>American Airlines AAdvantage Participation Agreement, by and between American Airlines, Inc. and Citibank, N.A. (as successor in interest to Citibank (South Dakota), N.A.), effective as of June 10, 2008, as amended.</p>	<p>Citibank, N.A. 710 East 60th Street North Sioux Falls, South Dakota 57117 Attn: Site President Phone: (605) 331-1567 Fax: (605) 330-6701</p> <p>With a copy to:</p> <p>Citicorp Credit Services, Inc. One Court Square Long Island City, New York 11120 Attn: President, CitiCards Phone: (718) 248-3303 Fax: (718) 248-1334</p>
<p>Merchant Services Agreement, by and between American Airlines, Inc. and Citibank, N.A. (as successor in interest to Hurley State Bank), dated as of April 23, 1992, as amended.</p>	<p>Citibank, N.A. 710 East 60th Street North Sioux Falls, South Dakota 57117 Attn: Site President Phone: (605) 331-1567 Fax: (605) 330-6701</p> <p>With a copy to:</p> <p>Citicorp Credit Services, Inc. One Court Square Long Island City, New York 11120 Attn: President, CitiCards Phone: (718) 248-3303 Fax: (718) 248-1334</p>

Name of Contract to be Assumed	Address for Notice
Signatory Agreement, by and between American Airlines, Inc. and U.S. Bank National Association, dated as of March 16, 2007, as amended.	<p>U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p>
Signatory Agreement, by and between American Airlines, Inc., Elavon Financial Services Limited, and U.S. Bank National Association, dated as of January 30, 2009, as amended.	<p>Elavon Financial Services Limited Matrix House, 2 North Fourth Street Milton Keynes MK9 1NJ United Kingdom Attn: Legal Department, Merchant Services Fax: +44 207 500 3700</p> <p>U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p>
Signatory Agreement, by and between American Airlines, Inc., U.S. Bank National Association, acting through its Canadian Branch, Elavon Canada Company f/k/a CanadaConex Company, and U.S. Bank National Association, dated as of March 27, 2008, as amended	<p>U.S. Bank National Association, acting through its Canadian Branch Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p> <p>Elavon Canada Company f/k/a CanadaConex Company c/o U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p> <p>U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p>

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<p>Agreement, by and between American Airlines, Inc. and Diners Club International Ltd., effective as of January 1, 1988, as amended.</p>	<p>Discover Financial Services Diners Club International 2500 Lake Cook Road Riverwoods, Illinois 60015-3800 Attn: Amy Parsons Vice President International Acceptance</p>
<p>Merchant Services Agreement, by and between American Airlines, Inc. and Discover Financial Services LLC., dated as of September 15, 1985, as amended.</p>	<p>Discover Financial Services 2500 Lake Cook Road Riverwoods, Illinois 60015-3800 Attn: Beth Horowitz Senior Vice President, Network Marketing & Merchant Relations</p>
<p>JCBI Merchant Services Agreement, by and between American Airlines, Inc. and JCB International Co., Ltd., dated as of September 1, 1999, as amended</p>	<p>JCB International Co., Ltd. 1-6, Kanda Surugadai Chiyoda-ku Tokyo, Japan Attn: Executive Vice President Telephone: 81-3-3294-8111 Facsimile: 81-3-3293-6457</p>
<p>TeleCheck ICA® and CBPSM Service Agreement Verification Program, by and between American Airlines, Inc. and TeleCheck Services, Inc., dated as of August 27, 2007.</p>	<p>TeleCheck Services, Inc. 5251 Westheimer Houston, Texas 77056 Attn: President Tele: 713-331-7373 Fax: 713-332-5008</p> <p>With a copy to:</p> <p>TeleCheck Services, Inc. 5251 Westheimer Houston, Texas 77056 Attn: General Counsel Tele: 713-331-7727 Fax: 713-331-7076</p>

Name of Contract to be Assumed	Address for Notice
<p>Western Union Quick Collect ®/Quickpay® Service Application, by and between American Airlines, Inc. and Western Union Financial Services, Inc., dated as of February 10, 2005, as amended.</p>	<p>Western Union Financial Services, Inc. 12500 East Belford Avenue Englewood, Colorado 80112 Attn: President</p> <p>With a copy to:</p> <p>Western Union Financial Services, Inc. 12500 East Belford Avenue Englewood, Colorado 80112 Attn: General Counsel</p>
<p>PayPal Payment Processing Agreement, by and between American Airlines, Inc. and PayPal, Inc., dated as of September 22, 2008, as amended.</p>	<p>PayPal, Inc. eBay Park North, 2211 North First Street San Jose, California 95131 Fax: 408-967-9911</p>
<p>PayPal Payment Processing Agreement, by and between American Airlines, Inc. and PayPal (Europe) Sàrl & Cie, SCA, dated as of October 23, 2008.</p>	<p>PayPal (Europe) Sàrl & Cie, SCA 5th Floor, 22-24 Boulevard Royal, L-2449, Luxembourg</p>
<p>PayPal Payment Processing Agreement, by and between American Airlines, Inc. and PayPal CA Limited, dated as of October 24, 2008.</p>	<p>PayPal CA Limited Brunswick House, 44 Chipman Hill Suite 1000 Saint John NB E2L 2A9 Canada</p>
<p>Amended and Restated UATP Participation Agreement, by and between American Airlines, Inc. and Universal Air Travel Plan, Inc., effective as of March 1, 2004.</p>	<p>United Air Travel Plan, Inc. 1301 Pennsylvania Ave., NW Washington, DC 20004 Attn: Patricia Vercelli Tel: (202) 626-4299 Fax: (202) 626-4243 Email: patricia.vercelli@uatp.com</p>

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
: **Chapter 11 Case No.**
: **In re**
: **AMR CORPORATION, et al.,**
: **11-_____ (____)**
: **Debtors.**
: **(Jointly Administered)**
: **-----X**

**INTERIM ORDER PURSUANT TO 11 U.S.C. § 365(a) AND FED. R. BANKR. P. 6006
APPROVING ASSUMPTION OF CERTAIN EXECUTORY
CREDIT CARD AND PAYMENT AGREEMENTS**

Upon the Motion, dated November 29, 2011 (the “**Motion**”),¹ of AMR Corporation (“**AMR Corp.**”), American Airlines, Inc. (“**American Airlines**”), AMR Eagle Holding Corporation, and certain of their subsidiaries, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for entry of an order approving the Debtors’ assumption of certain executory credit card and payment agreements, a list of which is attached hereto as **Exhibit “A”** (the “**Assumed Agreements**”), all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis), (iii) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis), (iv) the attorneys for the Allied Pilots Association, (v) the attorneys for the Air Line Pilots Association, International, (vi) the attorneys for the Association of Professional Flight Attendants, (vii) the attorneys for the Association of Flight Attendants – CWA, AFL-CIO, and (viii) the attorneys for the Transport Workers Union of America, AFL-CIO, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the Affidavit of Isabella D. Goren Pursuant to Local Bankruptcy Rule 1007-2, and the record of the Hearing and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted on an interim basis, as provided herein; and it is further

ORDERED that the assumption of the Assumed Agreements is authorized and approved pursuant to section 365 of the Bankruptcy Code. Each Assumed Agreement is hereby assumed by the Debtors that are party to the respective Assumed Agreement; and it is further

ORDERED that the Debtors are authorized to execute, deliver, implement and fully perform any and all obligations, instruments, and documents and to take any and all actions reasonably necessary or appropriate to perform all obligations contemplated under the Assumed Agreements; and it is further

ORDERED that within three (3) business days of the entry of this Order, the Debtors shall serve a copy of this Order and the Motion on (i) the Office of the United States Trustee for the Southern District of New York, (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis), (iii) the holders of the fifty largest unsecured claims against the Debtors (on a consolidated basis), (iv) the attorneys for the Allied Pilots Association, (v) the attorneys for the Air Line Pilots Association, International, (vi) the attorneys for the Association of Professional Flight Attendants, (vii) the attorneys for the Association of Flight Attendants – CWA, AFL-CIO, (viii) the attorneys for the Transport Workers Union of America, AFL-CIO, and (ix) the Counterparties (collectively, the “**Notice Parties**”); and it is further

ORDERED that any Objection to the assumption of any Assumed Agreement on a final basis must, by 4:00 p.m. (Eastern Time) on _____, 2011 (the “**Objection Deadline**”) be: (i) filed with the Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, and (ii) actually received by (a) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004; (b) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.); (c) the attorneys for any official committee appointed in these cases; and (d) the applicable Counterparty; and it is further

ORDERED that a reply to any Objection shall be filed with the Court and served on or before 4:00 p.m. (Eastern Time) at least two business days prior to the applicable hearing on an Objection; and it is further

ORDERED that if no Objections to the assumption of an Assumed Agreement are timely filed, served, and received in accordance with this Order, the Debtors shall, on or after the Objection Deadline, submit to the Court a final order granting the relief requested in the Motion as to such Assumed Agreement, *nunc pro tunc*, to the date of this Order, which order may be entered without further notice or hearing; and it is further

ORDERED that if any timely Objections are received there shall be a hearing held on _____, 2011 at ___:___ .m. to consider only the timely Objections; and it is further

ORDERED that pending entry of an order on a final basis with respect to any Assumed Agreement, the Debtors are authorized to continue honoring, performing and exercising their respective rights and obligations (whether prepetition or postpetition) in the ordinary course of business in accordance with each of the Assumed Agreements; and it is further

ORDERED that the notice procedures set forth herein are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing appropriate notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that the requirements set forth in Bankruptcy Rule 6004(a) are hereby waived; and it is further

ORDERED that pursuant to Bankruptcy Rule 6004(h), the terms and provisions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that any *ipso facto* clauses contained in any Assumed Agreement are

unenforceable pursuant to section 365(e)(1) of the Bankruptcy Code; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all
matters arising from or related to this Order.

Dated: New York, New York
_____, 2011

United States Bankruptcy Judge

Exhibit "A"

Name of Contract to be Assumed	Address for Notice
<p>Amended and Restated Airline Card Service Agreement, by and between American Express Travel Related Services Company, Inc., American Express Payment Services Limited, and American Airlines, Inc., effective as of October 25, 2010</p>	<p>American Express Travel Related Services Company, Inc. American Express Payment Services Limited c/o American Express Travel Related Services Company, Inc. 3 World Financial Center 200 Vesey Street, 40th Floor New York, NY 10285 Attn: President, Global Merchant Services</p> <p>With a copy to:</p> <p>American Express Travel Related Services Company, Inc. American Express Payment Services Limited c/o American Express Travel Related Services Company, Inc. 3 World Financial Center 200 Vesey Street, 49th Floor New York, NY 10285 Attn: General Counsel's Office/ Merchant Services Group Fax: (212) 640-0361</p>
<p>American Airlines AAdvantage Participation Agreement, by and between American Airlines, Inc. and Citibank, N.A. (as successor in interest to Citibank (South Dakota), N.A.), effective as of June 10, 2008, as amended.</p>	<p>Citibank, N.A. 710 East 60th Street North Sioux Falls, South Dakota 57117 Attn: Site President Phone: (605) 331-1567 Fax: (605) 330-6701</p> <p>With a copy to:</p> <p>Citicorp Credit Services, Inc. One Court Square Long Island City, New York 11120 Attn: President, CitiCards Phone: (718) 248-3303 Fax: (718) 248-1334</p>
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<p>Signatory Agreement, by and between American Airlines, Inc., Elavon Financial Services Limited, and U.S. Bank National Association, dated as of January 30, 2009, as amended.</p>	<p>Elavon Financial Services Limited Matrix House, 2 North Fourth Street Milton Keynes MK9 1NJ United Kingdom Attn: Legal Department, Merchant Services Fax: +44 207 500 3700</p> <p>U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p>
<p>Signatory Agreement, by and between American Airlines, Inc., U.S. Bank National Association, acting through its Canadian Branch, Elavon Canada Company f/k/a CanadaConex Company, and U.S. Bank National Association, dated as of March 27, 2008, as amended</p>	<p>U.S. Bank National Association, acting through its Canadian Branch Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p> <p>Elavon Canada Company f/k/a CanadaConex Company c/o U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p> <p>U.S. Bank National Association Mail Station BC-MN-H22P 800 Nicollet Mall Minneapolis, Minnesota 55415 Attn: Credit Manager Telecopy: (612) 303-3653</p>

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<p>Agreement, by and between American Airlines, Inc. and Diners Club International Ltd., effective as of January 1, 1988, as amended.</p>	<p>Discover Financial Services Diners Club International 2500 Lake Cook Road Riverwoods, Illinois 60015-3800 Attn: EVP International Acceptance</p>
<p>Merchant Services Agreement, by and between American Airlines, Inc. and Discover Financial Services LLC., dated as of September 15, 1985, as amended.</p>	<p>Discover Financial Services 2500 Lake Cook Road Riverwoods, Illinois 60015-3800 Attn: Senior Vice President , Strategic Relations & Marketing</p>
<p>JCBI Merchant Services Agreement, by and between American Airlines, Inc. and JCB International Co., Ltd., dated as of September 1, 1999, as amended</p>	<p>JCB International Co., Ltd. 1-6, Kanda Surugadai Chiyoda-ku Tokyo, Japan Attn: Executive Vice President Telephone: 81-3-3294-8111 Facsimile: 81-3-3293-6457</p>
<p>TeleCheck ICA® and CBPSM Service Agreement Verification Program, by and between American Airlines, Inc. and TeleCheck Services, Inc., dated as of August 27, 2007.</p>	<p>TeleCheck Services, Inc. 5251 Westheimer Houston, Texas 77056 Attn: President Tele: 713-331-7373 Fax: 713-332-5008</p> <p>With a copy to:</p> <p>TeleCheck Services, Inc. 5251 Westheimer Houston, Texas 77056 Attn: General Counsel Tele: 713-331-7727 Fax: 713-331-7076</p>

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<p>PayPal Payment Processing Agreement, by and between American Airlines, Inc. and PayPal CA Limited, dated as of October 24, 2008.</p>	<p>PayPal CA Limited Brunswick House, 44 Chipman Hill Suite 1000 Saint John NB E2L 2A9 Canada</p>
<p>Amended and Restated UATP Participation Agreement, by and between American Airlines, Inc. and Universal Air Travel Plan, Inc., effective as of March 1, 2004.</p>	<p>United Air Travel Plan, Inc. 1301 Pennsylvania Ave., NW Washington, DC 20004 Attn: Patricia Vercelli Tel: (202) 626-4299 Fax: (202) 626-4243 Email: patricia.vercelli@uatp.com</p>