



PLEASE TAKE FURTHER NOTICE that any responses or objections to the Order (the “**Objections**”) must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, and shall be filed with the Bankruptcy Court (a) by registered users of the Bankruptcy Court’s case filing system, electronically in accordance with General Order M-399 (which can be found at <http://nysb.uscourts.gov>) and (b) by all other parties in interest, on a 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.), (ii) the Debtors, c/o AMR Corporation, 4333 Amon Carter Boulevard, MD 5675, Fort Worth, Texas 76155 (Attn: Kathryn Kooreny, Esq.), (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Brian Masumoto, Esq.), (iv) the attorneys for the statutory 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) all entities that requested notice in these chapter 11 cases under Fed. R. Bankr. P. 2002 so as to be received no later than **August 7, 2012 at 12:00 noon (Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that only if a written objection is timely filed and served, a hearing will be held on **August 8, 2012 at 11:00 a.m. (Eastern Time)** before the Honorable Sean H. Lane, United States Bankruptcy Judge, in Room 701 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004. If an objection is filed the moving and objecting parties are required to attend the hearing, and failure to appear may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that unless Objections are received by the Objection Deadline, the Order may be signed.

Dated: New York, New York  
July 31, 2012

/s/ Alfredo R. Pérez

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

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Attorneys for Debtors  
and Debtors in Possession

**PRESENTMENT DATE AND TIME:** August 8, 2012 at 11:00 a.m. (Eastern Time)  
**OBJECTION DEADLINE:** August 7, 2012 at 12:00 noon (Eastern Time)  
**HEARING DATE AND TIME (ONLY IF NECESSARY):** August 8, 2012 at 11:00 a.m. (Eastern Time)

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and Debtors in Possession

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

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<b>In re</b>	: <b>Chapter 11 Case No.</b>
	:
<b>AMR CORPORATION, et al.,</b>	: <b>11-15463 (SHL)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
	:
-----X	

**MOTION OF DEBTORS FOR ENTRY OF ORDER PURSUANT TO  
11 U.S.C. § 365(d)(4)(B)(ii) APPROVING CONSENSUAL EXTENSIONS  
OF TIME TO ASSUME OR REJECT CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL PROPERTY**

**This Motion seeks to extend the deadline to assume or reject certain unexpired leases of nonresidential real property. If you have received this Motion and are a counterparty to a lease or agreement with the Debtors, please review Exhibit “B,” annexed hereto, to determine if this Motion affects your lease or agreement and your rights thereunder.**

TO THE HONORABLE SEAN H. LANE,  
UNITED STATES BANKRUPTCY JUDGE:

AMR Corporation and its related debtors, as debtors and debtors in possession  
(collectively, the “Debtors” or “American”), respectfully represent:

### Background

1. On November 29, 2011 (the “**Commencement Date**”), each of the Debtors commenced a voluntary case under chapter 11 of title 11, United States Code (the “**Bankruptcy Code**”). The Debtors have continued 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 or examiner has been appointed in these chapter 11 cases.
2. On December 5, 2011, the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**UCC**”).
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 November 29, 2011. (ECF No. 4)
4. On June 21, 2012, this Court entered an order, pursuant to section 365(d)(4) of the Bankruptcy Code, further extending the time for the Debtors to assume or reject certain unexpired leases of nonresidential real property (the “**Deadline**”) with consent of the respective lessors, without prejudice to the Debtors’ right to request further extensions in accordance with section 365(d)(4) (ECF No. 3318) (the “**First Consensual Extension Order**”).
5. On July 24, 2012, this Court entered an order, pursuant to section 365(d)(4) of the Bankruptcy Code, further extending the Deadline to assume or reject certain unexpired leases of nonresidential real property with consent of the respective lessors, without prejudice to the Debtors’ right to request further extensions in accordance with section 365(d)(4) (ECF No. 3664) (the “**Second Consensual Extension Order**”, and together with the First Consensual Extension Order, the “**Consensual Extension Orders**”).

### Jurisdiction

6. The 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).

### Relief Requested

6. The Debtors request entry of an order, substantially in the form annexed hereto as **Exhibit “A,”** approving the additional consensual extensions of the Deadline that was extended pursuant to the Consensual Extension Orders for each of the Debtors’ unexpired leases of nonresidential real property as set forth on **Exhibit “B”** annexed hereto<sup>1</sup> (collectively, the “**Leases**”), without prejudice to the Debtors’ right to request further extensions in accordance with section 365(d)(4) of the Bankruptcy Code.

### Basis for Relief Requested

7. Pursuant to section 365 of the Bankruptcy Code, a debtor has an initial period of 120 days after the commencement of a chapter 11 case during which it may assume or reject unexpired leases of nonresidential real property under which the debtor is the lessee. 11 U.S.C. § 365(d)(4)(A). Section 365(d)(4)(B) further provides:

(i) The court may extend the period determined under subparagraph (A), prior to the expiration of the 120-day period, for 90 days on the motion of the trustee or lessor for cause.

(ii) If the court grants an extension under clause (i), the court may grant a subsequent extension only *upon prior written consent of the lessor in each instance.*

*Id.* § 365(d)(4)(B) (emphasis added).

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<sup>1</sup> The inclusion of any lease, contract, or agreement on Exhibit “B” does not constitute an admission as to the determination of the legal status of any lease, contract, or agreement (including whether any lease, contract, or agreement is an unexpired lease of nonresidential real property, a true lease, or a financing arrangement), and the Debtors reserve all of their rights to reclassify or recharacterize any lease, contract, or agreement listed on Exhibit “B.”

8. Thus, the Court may further extend the Deadline if the Debtors obtain the prior written consent of the lessors for the respective Leases.

9. The Debtors will be unable to make reasoned decisions as to whether to assume or reject the Leases by the Deadline. In order to make informed decisions regarding whether to assume or reject each of the Leases, the Debtors require more time to adequately address the potential value of each of the Leases in the context of their restructuring efforts.

10. Rather than prematurely assume certain Leases or risk inadvertent rejection of the Leases, the Debtors have contacted the Lease counterparties via letter correspondence (the “**Written Consent Solicitation Letters**”) requesting an extension of the Deadline for the respective Leases. The Debtors received consents from the Lease counterparties set forth on Exhibit “B” annexed hereto to further extend the Deadline for the respective Leases through the dates reflected in the column labeled “Extension Date” as set forth on Exhibit “B” (the “**Extended Deadlines**”).

11. The Debtors have entered into the Written Consent Solicitation Letters with the Lease counterparties in the exercise of their business judgment and the ordinary course of their business. The forms of consent comply with the provisions of the Bankruptcy Code and enable the Debtors to efficiently obtain extensions of time under section 365(d)(4)(B)(ii) without the necessity of litigating over whether such Leases constitute unexpired leases of nonresidential real property, the determination of the cure amounts, or any other issues.

12. The Leases directly affect the Debtors’ business operations and reorganization, because the majority of the Leases are related to the Debtors’ airport and flight service operations. The relief requested in this Motion is appropriate to preserve value for all stakeholders.

13. Prior to the expiration of the Extended Deadlines, the Debtors intend to seek authorization to assume or reject such Leases, subject to the Debtors' right to request further extensions of the deadline to assume or reject such Leases in accordance with section 365(d)(4).

14. The Debtors are committed to remaining current with respect to all undisputed postpetition obligations under the Leases in compliance with section 365(d)(3) of the Bankruptcy Code. Thus, the requested extensions do not adversely affect the lessors listed on Exhibit "B." The Debtors will continue to evaluate the Leases on an ongoing basis as expeditiously as practicable and will file appropriate motions as soon as informed decisions can be made.

15. The Debtors submit that the relief requested herein will (i) avert the statutory forfeiture of valuable assets essential to the Debtors' ongoing business, (ii) promote the Debtors' ability to maximize the value of their chapter 11 estates and position the Debtors for a successful restructuring, and (iii) avoid the incurrence of needless administrative expenses by minimizing the premature assumption of what may turn out to be burdensome Leases.

16. In light of the foregoing, the Debtors submit that the extensions of the Deadline by which the Debtors may assume or reject the Leases as set forth on Exhibit "B" is in the best interests of the Debtors, their estates, their creditors, and all parties in interest.

#### **Notice**

17. Notice of this Motion has been provided to all lessors listed on Exhibit "B" and parties in interest in accordance with the Order Pursuant to 11 U.S.C. §§ 105(a) and (d) and Bankruptcy Rules 1015(c), 2002(m), and 9007 Implementing Certain Notice and Case Management Procedures, dated December 23, 2011 (ECF No. 453). In view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

18. No previous request for the relief sought in this Motion 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  
July 31, 2012

/s/ Alfredo R. Pérez

Harvey R. Miller  
Stephen Karotkin  
Alfredo R. Pérez  
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Attorneys for Debtors  
and Debtors in Possession

**Exhibit "A"**

**Proposed Order**

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

-----X  
: **Chapter 11 Case No.**  
: **11-15463 (SHL)**  
: **(Jointly Administered)**  
: **Debtors.**  
: **(Jointly Administered)**  
-----X

**ORDER PURSUANT TO 11 U.S.C. § 365(d)(4)(B)(ii) APPROVING CONSENSUAL  
EXTENSIONS OF TIME TO ASSUME OR REJECT CERTAIN UNEXPIRED  
LEASES OF NONRESIDENTIAL REAL PROPERTY**

Upon the Motion, dated July 31, 2012 (the “**Motion**”),<sup>1</sup> of AMR Corporation and its related debtors, as debtors and debtors in possession (collectively, the “**Debtors**”), pursuant to section 365(d)(4)(B)(ii) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order approving consensual extensions of the time to assume or reject certain unexpired leases of nonresidential real property, 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 Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, 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 due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion 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

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

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 as provided herein; and it is further

ORDERED that the time by which the Debtors may assume or reject the Leases listed on Exhibit "A" annexed hereto is extended to and including the dates reflected in the column labeled "Extension Date" as set forth on Exhibit "A"; and it is further

ORDERED that the listing of a lease or agreement on Exhibit "A" does not constitute a finding by the Court or an admission by the Debtors or any other party in interest that such lease or agreement is an unexpired lease of nonresidential real property or that it is eligible for assumption or rejection pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that the Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order; and it is further

ORDERED that entry of this Order is without prejudice to the Debtors' right to request further extensions of the time to assume or reject the Leases in accordance with section 365(d)(4) 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  
\_\_\_\_\_, 2012

\_\_\_\_\_  
United States Bankruptcy Judge

**Exhibit “A” to the Proposed Order**

**[Please see Exhibit “B” attached to the Motion.]**

**Exhibit “B” to the Motion**

**List of Consensual Extensions<sup>1</sup>**

Row	Code	Contract Type	Counterparties to the Contracts and Leases to be Assumed	Debtor Parties to the Contracts and Leases to be Assumed	Contract or Lease Number	Date of Contract or Lease	Location of Real Property that is the subject of a Lease to be Assumed	Extension Date
1.	JFK	Terminal Lease	NEW York City Industrial Development Agency	American Airlines, Inc.		11/1/2005	John F. Kennedy International Airport	8/23/2012
2.	JFK	Terminal Lease	NEW York City Industrial Development Agency	American Airlines, Inc.		8/1/1990	John F. Kennedy International Airport	8/23/2012
3.	JFK	Terminal Lease	NEW York City Industrial Development Agency	American Airlines, Inc.		8/1/1994	John F. Kennedy International Airport	8/23/2012
4.	TUL	Maintenance Base Lease	Tulsa Municipal Airport Trust	American Airlines, Inc.	TUL0886	6/24/1958	Tulsa International Airport	8/23/2012
5.	LAX	Terminal Lease	Regional Airports	American Airlines, Inc.		1/1/2002	Los Angeles International Airport	9/21/2012 <sup>2</sup>

<sup>1</sup> Inclusion of any lease, contract, or agreement on this Exhibit “B” shall not constitute an admission as to the determination of the legal status of any lease, contract, or agreement (including whether any lease, contract, or agreement is an unexpired lease of nonresidential real property, a true lease, or a financing arrangement), and the Debtors reserve all of their rights to reclassify or recharacterize any lease, contract, or agreement listed on this Exhibit “B.”

<sup>2</sup> In connection with this extension, the Debtors have agreed the deadline to file a motion to assume or reject this agreement is 8/29/2012 (unless such date is further consensually extended). Objections to any such motion will be due on or before September 11, 2012, with the Debtors’ reply to any such objections due on or before September 17, 2012.

			Improvement Corporation					
6.	LAX	Use Agreement	City Of Los Angeles	American Airlines, Inc.	LAX6648	3/4/1994	Los Angeles International Airport	9/21/2012
7.	LAX	Hangar Lease	City Of Los Angeles	American Airlines, Inc.	LAX3594	12/16/2010	Los Angeles International Airport	9/21/2012
8.	LAX	Off-terminal Facility Lease	City Of Los Angeles	American Airlines, Inc.	LAX3595	12/16/2010	Los Angeles International Airport	9/21/2012
9.	LAX	Use Agreement	City of Los Angeles	American Airlines, Inc.	LAX0280	7/1/2002	Los Angeles International Airport	9/21/2012
10.	LAX	Terminal Lease	City Of Los Angeles	American Airlines, Inc.	LAX2019	11/26/1984	Los Angeles International Airport	9/21/2012
11.	ONT	Use and Lease Agreement	City Of Los Angeles	American Airlines, Inc.	ONT6900	10/1/1999	LA/Ontario International Airport	9/21/2012
12.	MSY	Use and Lease Agreement	New Orleans Aviation Board	American Airlines, Inc.	MSY1962	1/1/2009	Louis Armstrong New Orleans International Airport	9/30/2012
13.	EWR	Use and Lease Agreement	Port Authority of NY & NJ	American Airlines, Inc.	EWR1997	1/1/1985	Newark Liberty International Airport	10/31/2012
14.	BDL	Use and Lease Agreement	State Of Connecticut	American Airlines, Inc.	BDL1263	7/1/2011	Bradley International Airport	11/1/2012
15.	BWI	Use and Lease Agreement	Maryland Aviation	American Airlines, Inc.	BWI1068	7/1/2009	Baltimore/Washington Thurgood Marshall International Airport	12/1/2012