

PRESENTMENT DATE AND TIME: February 19, 2013 at 12:00 noon (Eastern Time)
OBJECTION DEADLINE: February 19, 2013 at 11:30 a.m. (Eastern Time)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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: **Chapter 11 Case No.**
In re :
: **11-15463 (SHL)**
AMR CORPORATION, *et al.*, :
: **(Jointly Administered)**
Debtors. :
: **(Jointly Administered)**
: **(Jointly Administered)**
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**AMENDED AND RESTATED STIPULATION BETWEEN THE
DEBTORS AND YAHOO! INC. AND AGREED ORDER FOR PAYMENT
OF CERTAIN PREPETITION CREDITS AND IMPLEMENTATION OF
RECONCILIATION PROCEDURES REGARDING CERTAIN CLAIMS**

This amended and restated stipulation (the “**Amended Stipulation**”) is entered into between AMR Corporation, American Airlines, Inc. (“**American**”), and its related debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) and Yahoo! Inc. (“**Yahoo**,” and together with the Debtors, the “**Parties**”).¹

RECITALS

A. On November 29, 2011 (the “**Commencement Date**”), each of the Debtors commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors have continued to operate their business and their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being

¹ All capitalized terms shall have the meanings set forth in this Amended Stipulation and, if not defined herein, such terms shall have the meanings set forth in the Order Approving Advertising Credit and Disputed Claim Stipulation (ECF No. 5374).

jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

B. On October 19, 2012, the Parties executed the Stipulation between the Debtors and Yahoo! Inc. and Agreed Order for Payment of Certain Pre-petition Credits and to Implement Reconciliation Procedures Regarding Certain Claims (the “**Original Stipulation**”) and requested entry of an order approving the Original Stipulation, which was granted and entered on November 11, 2012 (ECF No. 5374).

C. The Original Stipulation set forth certain procedures governing, inter alia, the reconciliation of the Yahoo Claim (including the Disputed Claims) and the payment of a certain prepetition Advertising Credit Refund that was due to the Debtors pursuant to an agreement between the Parties entered into in November 2011 (the “**Agreement**”), and the reservation of all rights for each Party regarding such claims.

D. In accordance with the Original Stipulation, (1) Yahoo paid the Initial Refund Payment in the amount of \$641,874.26 to the Debtors, (2) the Debtors acknowledge receipt of the Initial Refund Payment, and (3) the Parties agree there is a balance of \$210,122.44 of the Advertising Credit Refund that remains unpaid and due and owing to the Debtors (the “**Unpaid Advertising Credit Refund**”).

E. Upon completion of the reconciliation procedures in accordance with the Original Stipulation, Yahoo contends that: (1) it is owed not less than \$159,835.16, which is comprised of (a) \$18,938.26 due and payable by LatinMedios.com, Inc., a corporation organized under the laws of Florida (“**LatinMedios**”), on account of certain Insertion Orders submitted by LatinMedios and certain invoices issued by Yahoo to LatinMedios (the “**LatinMedios Disputed Claim**”) and (b) \$140,896.90 due and payable by Reprise Media, Inc., a corporation organized

under the laws of Delaware (“**Reprise Media**”), on account of certain Insertion Orders submitted by Reprise Media and certain invoices issued to Reprise Media by Yahoo (the “**Reprise Media Disputed Claim**,” and together with the LatinMedios Disputed Claim, the “**Disputed Claims**”); (2) the Debtors are liable for payment of the Disputed Claims; and (3) Yahoo is entitled to set off the aggregate amount of the Disputed Claims against the Unpaid Advertising Credit Refund (the “**Setoff**”).

F. The Debtors deny any and all liability for payment of the Disputed Claims and, further, assert that (1) American has either made payment to its advertising agency and fully satisfied all debts owed on account of the Disputed Claims, or has been informed by its advertising agency that certain debts on account of the Disputed Claims have been written off and, therefore, the Debtors were not billed for such debts; (2) even if any amounts remain due and owing on account of the Disputed Claims, the Debtors have no liability for such amounts; (3) Yahoo has no valid claims against the Debtors’ estates and, as such, no right to the Setoff; and (4) the Unpaid Advertising Credit Refund is property of the estate and should be returned to American.

G. The Parties agree that, if the Court determines the Disputed Claim is an allowed claim against the Debtors, Yahoo shall be entitled to receive its pro rata distribution of the Disputed Claim pursuant to a confirmed plan of reorganization, but that no such determination has been made at this time.

H. The Parties further agree that, if the Court determines that Yahoo has a right to the Setoff, Yahoo shall be entitled to effectuate the Setoff and remit the balance, if any, to American, but that no such determination has been made at this time.

I. The Parties recognize that by remitting the Unpaid Advertising Credit Refund prior to such determinations, Yahoo would be limited in its ability to exercise the rights asserted in Recitals G and H and, in an effort to preserve those rights and to reserve all rights, defenses, interests, and claims of each Party related to the Yahoo Claims, the Disputed Claims, the Advertising Credits, the right of Setoff, and the Unpaid Advertising Credit Refund and to allow the parties to proceed without litigating these issues at this time so that they can pursue a consensual resolution of the matter, the Parties have agreed to the procedures set forth in this Amended Stipulation.

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. The Recitals set forth above form an integral part of this Amended Stipulation and are incorporated fully herein.
2. The Parties hereby amend the Filing Deadline in the Original Stipulation to April 22, 2013 (the “**Amended Filing Deadline**”).
3. Yahoo shall pay the Unpaid Advertising Credit Refund in the amount of \$210,122.44 to American within ten (10) business days after execution of this Amended Stipulation by both Parties and receipt of an executed W-9 form and wire instructions for payment.
4. Payment of the Unpaid Advertising Credit Refund shall constitute full and final satisfaction of any and all Advertising Credits due under the Agreement and full and final satisfaction of the Advertising Credit Refund pursuant to the Original Stipulation and this Amended Stipulation.
5. Upon entry of an order approving this Amended Stipulation, Yahoo shall (a) reconcile the LatinMedios Disputed Claim directly with LatinMedios and may commence, in its

sole discretion, an action to recover the LatinMedios Disputed Claim (the “**LatinMedios Action**”), and (b) reconcile the Reprise Disputed Claim directly with Reprise Media and may commence, in its sole discretion, an action to recover the Reprise Disputed Claim (the “**Reprise Action**”).

6. On or before the Amended Filing Deadline, Yahoo shall reduce the amount of the Disputed Claims by the sum of (a) the aggregate of the amount of all Disputed Claims for which a determination has been made that there is either no amount due and owing or no liability for such claims, if any, regardless of whether the determination resulted from an agreed upon settlement of the claim or a judgment or Court order determining liability for such claims; (b) the aggregate amount of all reductions of any Disputed Claims, if any, regardless of whether the reduction result from an agreed upon settlement of the claim or a judgment or court order determining liability for such claims; and, (c) the aggregate amount of all payments made by LatinMedios, Reprise Media, American, or other third parties on account of the Disputed Claims (collectively, such amounts, if any, shall represent the “**Disputed Claim Reduction**”).

7. Yahoo shall complete its reconciliation of all Disputed Claims with LatinMedios and Reprise Media by the Amended Filing Deadline and shall provide American with a summary of the resolution of the Disputed Claims, any agreed upon settlements or Court orders relating to the Disputed Claim Reduction, and any remaining Disputed Claims for which Yahoo asserts the Debtors have liability (the “**Disputed Claim Update**”). If the Disputed Claims are fully satisfied by the Amended Filing Deadline or the Parties otherwise agree to resolve the Disputed Claims, the Parties may cause a stipulation to be filed with the Court that (a) describes the resolution of the Yahoo Claim, including the Disputed Claims, and (b) irrevocably waives and releases any and all claims (as defined in section 101(5) of the Bankruptcy Code) held by the

Parties and their respective successors, assigns, executors, heirs, and past and future members, officers, directors, partners, principals, agents, insurers, servants, employees, representatives, trustees, and attorneys, (each a "**Release Party**") against any other Release Party on account of the Yahoo Claims (including the Disputed Claims), the Advertising Credits (including the Initial Refund Payment and the Unpaid Advertising Credit Refund), or any rights relating to such claims asserted in the Original Stipulation or this Amended Stipulation, whether known or unknown, presently existing or arising in the future, whether or not asserted, and whether found in fact or law or in equity.

8. Yahoo reserves the right to file a motion (the "**Claim Motion**") on or before the Amended Filing Deadline, seeking (a) allowance of the Yahoo Claim (including, without limitation, the LatinMedios Disputed Claim and/or the Reprise Disputed Claim) against the Debtors and their estates, (b) allowance of the right to set off the aggregate amount of the Disputed Claims reduced by any Disputed Claim Reduction (the "**Disputed Claim Balance**") against the Unpaid Advertising Credit Refund and relief from the automatic stay permitting it to exercise such right, (c) entry of an order requiring the Debtors to remit monies in an amount equal to the Setoff Cap (as hereinafter defined), and (d) such other relief as may be appropriate; *provided, however*, in the event Yahoo files a Claim Motion and (x) the Court grants the relief sought by the Claim Motion, the amount of any setoff shall be limited (the "**Setoff Cap**") to an amount equal to (i) the pro rata distribution of the Disputed Claim Balance that the holder of an allowed, general unsecured claim is entitled to receive pursuant to a confirmed plan of reorganization (the "**Pro rata Distribution**") plus (ii) the amount of the Disputed Claim Balance multiplied by one-half of the difference between 100% and the Pro rata Distribution percentage on account of such claim; or (y) the Court denies the relief sought by the Claim Motion (i) with

respect to the LatinMedios Disputed Claim and Yahoo does not commence the LatinMedios Action prior to the Amended Filing Deadline, Yahoo shall reimburse the Debtors for reasonable costs and expenses for defending the Claim Motion associated with the LatinMedios Disputed Claim, and (ii) with respect to the Reprise Media Disputed Claim and Yahoo does not commence the Reprise Action prior to the Amended Filing Deadline, Yahoo shall reimburse the Debtors for reasonable costs and expenses for defending the Claim Motion associated with the Reprise Media Disputed Claim.

9. The Debtors deny that Yahoo is entitled to any of the relief described in paragraph 8, above, and, further, hereby reserve all rights, claims, defenses, and causes of action relating to, or arising in connection with, the Yahoo Claim, the Disputed Claims, the Disputed Claims Balance, Yahoo's asserted right to Setoff, and any Claim Motion filed with respect to such claims.

10. If Yahoo fails to file a Claim Motion by the Amended Filing Deadline, (a) Yahoo shall forfeit and waive any and all claims and rights relating to the Disputed Claims, the Disputed Claims Balance, and its asserted right to Setoff; (b) the Yahoo Claim shall be deemed fully and finally satisfied; and (c) Yahoo will be deemed to irrevocably waive and release any and all claims (as defined in section 101(5) of the Bankruptcy Code) held by Yahoo and its respective successors, assigns, executors, heirs, and past and future members, officers, directors, partners, principals, agents, insurers, servants, employees, representatives, trustees, and attorneys, (each a "**Release Party**") against any of the Debtors on account of the Yahoo Claim (including the Disputed Claims), the Advertising Credits, or any rights relating to such claims asserted in the Original Stipulation or this Amended Stipulation, whether known or unknown, presently existing or arising in the future, whether or not asserted, and whether found in fact or

law or in equity; *provided, however*, if Yahoo commences the LatinMedios Action or the Reprise Action prior to the Amended Filing Deadline, the Amended Filing Deadline shall be automatically extended to the later of five (5) business days after (x) the entry of a judgment or Court order or the execution of a settlement by the parties determining liability in the LatinMedios Action if, and only if, the LatinMedios Action is commenced prior to the Amended Filing Deadline; or (y) the entry of a judgment or Court order or the execution of a settlement by the parties determining liability in the Reprise Action if, and only if, the Reprise Action is commenced prior to the Amended Filing Deadline.

11. Nothing contained herein shall prejudice, or be deemed to prejudice, any other rights of the Parties and any rights, claims, defenses, obligations, and challenges any party in interest may have with respect thereto.

12. This Amended Stipulation may not be modified, amended, or vacated other than by agreement by the Parties in writing or by order of the Court.

13. The Parties hereby irrevocably and unconditionally agree that the Court shall retain exclusive jurisdiction to interpret, implement, and enforce the provisions of this Amended Stipulation.

14. This Amended Stipulation shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof; *provided, however*, that this choice of law shall not abrogate the law otherwise governing the rights of the Parties with respect to the Disputed Claims or Yahoo's asserted right to Setoff.

15. Each person who executes this Amended Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Amended Stipulation on behalf of such Party.

16. This Amended Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. Evidence of execution of this Amended Stipulation may be exchanged by facsimile or by electronic transmission of a scanned copy of the signature pages or by exchange of an originally signed document, each of which shall be as fully binding on the party as a signed original.

18. Notwithstanding the possible applicability of Bankruptcy Rule 4001(a)(3), the terms and conditions of this Amended Stipulation shall be immediately effective and enforceable upon its entry.

Dated: February 6, 2013

By: /s/ Thomas M. Gaa

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APPROVED AND SO ORDERED
this ____ th day of February 2013

BY THE COURT:

Sean H. Lane
United States Bankruptcy Judge