

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

-----x		Chapter 11 Case No.
	:	
In re:	:	11-15463 (SHL)
	:	
AMR CORPORATION, et al.,	:	(Jointly Administered)
	:	
Debtors.	:	
-----x		

**STIPULATION AND AGREED ORDER BETWEEN DEBTORS AND
MIAMI-DADE COUNTY AND AGREED ORDER ESTABLISHING
CURE AMOUNTS IN CONNECTION WITH ASSUMED AGREEMENTS – BHS CLAIM**

This Stipulation and Agreed Order (the “**Stipulation**”) is entered into between and among AMR Corporation and its related debtors, as debtors and debtors in possession (collectively, the “**Debtors**”) and Miami-Dade County (the “**County**” and collectively, with the Debtors, the “**Parties**”) through its Aviation Department, as owner and operator of Miami International Airport.

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.

B. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

C. The Aviation Department is a department of the County and operates the Miami International Airport.

D. On June 1, 2012, the Debtors filed their Thirteenth Omnibus Motion for Entry of an Order Pursuant to 11 U.S.C. § 365, Fed. R. Bankr. P. 6006, and LBR 6006-1, Authorizing Assumption of Certain Unexpired Leases of Nonresidential Real Property (the “**Motion**”). Under the Motion, the Debtors sought to assume twelve (12) agreements to which the County, or one of its departments, is a party (the “**County Agreements**”).

E. On or about June 20, 2012, the Court entered its Thirteenth Omnibus Order Pursuant to 11 U.S.C. § 365, Fed. R. Bankr. P. 6006, and LBR 6006-1, Authorizing Assumption of Certain Unexpired Leases of Nonresidential Real Property (Doc. No. 3303), which granted the Motion and authorized the assumption by the Debtors of the County Agreements.

F. On or about July 10, 2012, the County filed two proofs of claim in the Debtors’ chapter 11 case numbers against American Airlines, Inc. and American Eagle Airlines, Inc. (collectively, the “**MDAD Proofs of Claim**”).

G. Pursuant to the Stipulation and Agreed Order Between Debtors and Miami-Dade County and Agreed Order Establishing Cure Amounts In Connection With Assumed Agreements, dated August 3, 2012 (Doc. No. 3845) (the “**First Cure Stipulation**”), the Parties agreed on certain of the cure amounts owed in connection with the Debtors’ assumption of the County Agreements, but reserved their rights on certain issues concerning, among other things, the allowed amount of the BHS Claim (as such term is defined in the First Cure Stipulation).

H. The Parties have met to resolve the remaining issues concerning the portion of the MDAD proofs of claim concerning the Baggage Handling System at the Miami International Airport (the “**BHS Claim**”) and have worked consensually to resolve those amounts.

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

1. Except as may be expressly set forth herein with respect to the BHS Claim, nothing in this Stipulation shall be deemed to supersede the First Cure Stipulation and the agreements made therein.
2. Within the seven (7) days following the date of the entry of the order approving this Stipulation, the Debtors shall make a payment of \$1,911,650 to the County in full and final satisfaction of the BHS Claim, and the Debtors shall not be required to make any further payment in connection with any existing prepetition defaults (including the BHS Claim) under any County Agreement except to the extent provided in the First Cure Stipulation.
3. Upon the date of the entry of the order of the Court approving this Stipulation, any amounts asserted in the the MDAD Proofs of Claim not previously withdrawn (including, but not limited to, the BHS Claim) or not otherwise resolved or addressed through the First Cure Stipulation shall be deemed resolved and withdrawn, and the MDAD Proofs of Claim shall be deemed withdrawn, with prejudice without the necessity of any further action by MDAD or any other party.
4. The Stipulation may not be modified, amended, or vacated other than by a signed writing executed by the Parties.
5. Each person who executes the Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.
6. This 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. Evidence of execution of this Stipulation may be exchanged by facsimile or by electronic

transmission of a scanned copy of the signature pages or by exchange of originally signed document, each of which shall be as fully binding on the party as a signed original.

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

Dated: January 31, 2013
New York, New York

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-and-

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Dated: February 6, 2013
New York, New York

/s/ Sean H. Lane

Hon. Sean H. Lane
United States Bankruptcy Judge