

SECURITIES AND EXCHANGE COMMISSION

FORM 425

Filing under Securities Act Rule 425 of certain prospectuses and communications in connection with business combination transactions

Filing Date: **2013-05-16**
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SUBJECT COMPANY

US AIRWAYS GROUP INC

CIK:[701345](#) | IRS No.: [541194634](#) | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **425** | Act: **34** | File No.: [001-08444](#) | Film No.: [13852416](#)
SIC: **4512** Air transportation, scheduled

Mailing Address
*111 WEST RIO SALADO
PARKWAY
TEMPE AZ 85281*

Business Address
*111 WEST RIO SALADO
PARKWAY
TEMPE AZ 85281
4806930800*

FILED BY

AMR CORP

CIK:[6201](#) | IRS No.: [751825172](#) | State of Incorporation: **DE** | Fiscal Year End: **0120**
Type: **425**
SIC: **4512** Air transportation, scheduled

Mailing Address
*4333 AMON CARTER BLVD
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75261-9616*

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FORT WORTH TX 76155
8179631234*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): May 10, 2013

AMR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-8400
(Commission
File Number)

75-1825172
(IRS Employer
Identification No.)

4333 Amon Carter Blvd., Fort Worth, Texas
(Address or principal executive offices)

76155
(Zip Code)

(817) 963-1234
(Registrant's telephone number)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-
-

Item 1.01 Entry Into a Material Definitive Agreement.

On May 15, 2013, AMR Corporation, a Delaware corporation (AMR), US Airways Group, Inc., a Delaware corporation (US Airways), and AMR Merger Sub, Inc., a Delaware corporation and wholly owned subsidiary of AMR (Merger Sub), entered into an Amendment (the Amendment) to that certain Agreement and Plan of Merger (the Merger Agreement), dated as of February 13, 2013, by and among AMR, US Airways, and Merger Sub. Among other things, the Amendment (a) provides that the term “Merger Support Order” as used in the Merger Agreement shall mean that certain order entered by the United States Bankruptcy Court for the Southern District of New York (the Bankruptcy Court) on May 10, 2013 entitled “Order Authorizing and Approving (i) Merger Agreement Among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., (ii) Debtors’ Execution of and Performance under Merger Agreement, (iii) Certain Employee Compensation and Benefit Arrangements, (iv) Termination Fees, and (v) Related Relief” (the Merger Support Order), which Merger Support Order was deemed to be in form and substance reasonably acceptable to AMR and US Airways, and (b) amends the form of Amended and Restated Certificate of Incorporation of Newco (as defined in the Merger Agreement), attached as Exhibit A to the Merger Agreement, to increase each of the total number of shares of capital stock and preferred stock authorized to be issued by Newco by 100,000,000 shares.

The foregoing description of the Amendment is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Item 8.01 Other Events.

On May 10, 2013, the Bankruptcy Court entered the Merger Support Order. Pursuant to the Merger Agreement, as amended by the Amendment, upon entry of the Merger Support Order by the Bankruptcy Court, the Merger Agreement became effective and binding on, and enforceable against, each of the parties thereto retroactive to February 13, 2013 as if the Merger Agreement had been in full force and effect from such date.

The foregoing description of the Merger Support Order is qualified in its entirety by reference to the Merger Support Order, which is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

The following exhibits are attached hereto and furnished herewith.

Exhibit No.	Description
2.1	Amendment to Agreement and Plan of Merger, dated as of May 15, 2013, by and among AMR Corporation, US Airways Group, Inc., and AMR Merger Sub, Inc.
99.1	Merger Support Order

Additional Information and Where To Find It

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. The proposed merger transaction between AMR and US Airways will be submitted to the stockholders of US Airways for their consideration. AMR has filed with the Securities and Exchange Commission (“SEC”) a registration statement on Form S-4, which includes a preliminary proxy statement of US Airways that also constitutes a prospectus of AMR. US Airways expects to file with the SEC a definitive proxy statement on Schedule 14A, and AMR and US Airways also plan to file other documents with the SEC regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS OF US AIRWAYS ARE URGED

TO READ THE PRELIMINARY PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS THAT WILL BE FILED WITH THE SEC (INCLUDING THE DEFINITIVE PROXY STATEMENT/PROSPECTUS) CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. Investors and security holders may obtain free copies of the preliminary proxy statement/prospectus and other documents containing important information about AMR and US Airways (including the definitive proxy statement/prospectus), once such documents are filed with the SEC, through the website maintained by the SEC at <http://www.sec.gov>. Copies of the documents filed with the SEC by US Airways, when and if available, can be obtained free of charge on US Airways' website at www.usairways.com or by directing a written request to US Airways Group, Inc., 111 West Rio Salado Parkway, Tempe, Arizona 85281, Attention: Vice President, Legal Affairs. Copies of the documents filed with the SEC by AMR, when and if available, can be obtained free of charge on AMR' s website at www.aa.com or by directing a written request to AMR Corporation, P.O. Box 619616, MD 5675, Dallas/Fort Worth International Airport, Texas 75261-9616, Attention: Investor Relations or by emailing investor.relations@aa.com.

US Airways, AMR and certain of their respective directors, executive officers and certain members of management may be deemed to be participants in the solicitation of proxies from the stockholders of US Airways in connection with the proposed transaction. Information about the directors and executive officers of US Airways is set forth in its Annual Report on Form 10-K/A, which was filed with the SEC on April 16, 2013, and the preliminary proxy statement/prospectus related to the proposed transaction, which was filed with the SEC on April 15, 2013. Information about the directors and executive officers of AMR is set forth in its Annual Report on Form 10-K/A, which was filed with the SEC on April 16, 2013, and the preliminary proxy statement/prospectus related to the proposed transaction, which was filed with the SEC on April 15, 2013. These documents can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation may also be included in the definitive proxy statement/prospectus and other relevant materials when and if filed with the SEC in connection with the proposed transaction.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMR Corporation

Dated: May 16, 2013

By: /s/ Kenneth W. Wimberly

Kenneth W. Wimberly
Corporate Secretary

Exhibit Index

Exhibit No.	Description
2.1	Amendment to Agreement and Plan of Merger, dated as of May 15, 2013, by and among AMR Corporation, US Airways Group, Inc., and AMR Merger Sub, Inc.
99.1	Merger Support Order

AMENDMENT TO
AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is made and entered into as of May 15, 2013, by and among AMR Corporation, a Delaware corporation ("American"); AMR Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of American ("Merger Sub"); and US Airways Group, Inc., a Delaware corporation ("US Airways"); and this Amendment amends that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 13, 2013, by and among American, Merger Sub, and US Airways. Capitalized terms used in this Amendment and not defined herein shall have the meanings given to such terms in the Merger Agreement.

WHEREAS, in accordance with Section 7.3 of the Merger Agreement, the parties hereto wish to amend the Merger Agreement as specified herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Merger Support Order. Notwithstanding any other provision of the Merger Agreement, the term "Merger Support Order" as used in the Merger Agreement, including for purposes of Section 6.2(d) and Section 7.1 of the Merger Agreement, shall mean that certain order entered by the Bankruptcy Court on May 10, 2013 entitled Order Authorizing and Approving (i) Merger Agreement Among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., (ii) Debtors' Execution of and Performance under Merger Agreement, (iii) Certain Employee Compensation and Benefit Arrangements, (iv) Termination Fees, and (v) Related Relief, which shall be deemed to be in form and substance reasonably acceptable to American and US Airways (ECF No. 8096).

2. Exhibit A. Section 1(a) of Article IV of Exhibit A of the Merger Agreement is amended by replacing the existing provision in its entirety with the following:

"The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,950,000,000 shares of capital stock, consisting of 1,750,000,000 shares of common stock having a par value of \$0.01 per share (the "Common Stock") and 200,000,000 shares of preferred stock having a par value of \$0.01 per share (the "Preferred Stock")."

3. Effectiveness. All of the provisions of this Amendment shall be effective as of the date hereof. Except as specifically provided for in this Amendment, all of the terms of the Merger Agreement shall remain unchanged and are hereby confirmed and remain in full force and effect, and, to the extent applicable, such terms shall apply to this Amendment as if it formed part of the Merger Agreement.

4. Effect of Amendment. Whenever the Merger Agreement is referred to in the Merger Agreement or in any other agreements, documents or instruments, such reference shall be deemed to be to the Merger Agreement as amended by this Amendment.

5. Counterparts. This Amendment may be executed and delivered (including by facsimile or electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute a single instrument.

6. Governing Law. This Amendment shall deemed to be made in and in all respects shall be interpreted, construed, and governed by and in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first above written.

AMR CORPORATION

By: /s/ Thomas W. Horton
Name: Thomas W. Horton
Title: Chairman, President and CEO

AMR MERGER SUB, INC.

By: /s/ Thomas W. Horton
Name: Thomas W. Horton
Title: President

US AIRWAYS GROUP, INC.

By: /s/ Stephen L. Johnson
Name: Stephen L. Johnson
Title: Executive Vice President

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

**ORDER AUTHORIZING AND APPROVING (I) MERGER AGREEMENT AMONG
AMR CORPORATION, AMR MERGER SUB, INC., AND US AIRWAYS GROUP INC.,
(II) DEBTORS' EXECUTION OF AND PERFORMANCE UNDER MERGER
AGREEMENT, (III) CERTAIN EMPLOYEE COMPENSATION AND BENEFIT
ARRANGEMENTS (IV) TERMINATION FEES, AND (V) RELATED RELIEF**

Upon the Motion, dated February 22, 2013 (the "**Motion**"),¹ of AMR Corporation ("**AMR**") and its related debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), pursuant to sections 105(a), 363(b), and 503(b) of title 11, United States Code (the "**Bankruptcy Code**"), for entry of an order authorizing and approving (A) that certain Agreement and Plan of Merger among AMR, AMR Merger Sub, Inc., and US Airways Group, Inc. ("**US Airways**"), dated February 13, 2013, a copy of which (without schedules and exhibits) is annexed hereto as **Exhibit "A"** (the "**Merger Agreement**"), (B) the Debtors' execution, delivery, and performance of all of their obligations under the Merger Agreement, (C) the Debtors' adoption, establishment, and implementation of certain employee compensation and benefit arrangements as set forth in Section 4.10 of the Merger Agreement and Section 4.1(o) of the American Disclosure Letter, including the American CEO Letter Agreement, the Ordinary Course Changes, the short term incentive plans, the long term incentive plans, alignment awards,

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

severance arrangements, and retention program (collectively, the “**Employee Arrangements**”), and (D) a waiver of the 14-day stay of this Order pursuant to Bankruptcy Rule 6004(h), all as more fully described in the Motion; and various responses, objections, and reservations of rights having been interposed to the Motion (collectively, the “**Responses**”); and upon the Debtors’ omnibus reply (the “**Reply**”) to the Responses (ECF No. 7228); and upon the UCC’ s statement in support of the Motion (ECF No. 7232); and upon the Ad Hoc Committee of AMR Corporation Creditors’ statement in support of the Motion (ECF No. 7233); and upon the declarations of Beverly K. Goulet, Denise Lynn and Douglas J. Friske filed by the Debtors in support of the Motion (ECF Nos. 7228, 7229 and 7230); and upon the surreply (the “**Surreply**”) of the Office of the United States Trustee to the Reply (ECF No. 7262); and upon the Debtors’ response to the Surreply (ECF No. 7272); and upon the UCC’ s response to the Surreply (ECF No. 7273); and a hearing having been held to consider the relief requested in the Motion on March 27, 2013 (the “**Hearing**”); and upon the record of the Hearing and all of the foregoing pleadings and proceedings had before the Court; and upon the Court’ s Memorandum of Decision with respect to the Motion, dated April 11, 2013 (the “**Decision**”); and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052.** The findings and conclusions set forth herein constitute the Court’ s findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue.** The Court has jurisdiction over the Motion and the Merger Agreement pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory predicates for the relief sought in the Motion are sections 105(a), 363(b), and 503(b) of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

D. **Notice.** As set forth in the Motion and evidenced by the affidavits of service filed with the Court, due, proper, timely, adequate, and sufficient notice of the Motion and the Merger Agreement has been provided in accordance with the Court's Order Approving Form and Manner of Notice With Respect to the Motion of Debtors for Entry of Order Pursuant to 11 U.S.C. §§ 105(a), 363(b), and 503(b) Authorizing and Approving (I) Merger Agreement Among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., (II) Debtors' Execution of and Performance Under Merger Agreement, (III) Certain Employee Compensation and Benefit Arrangements, (IV) Termination Fees, and (V) Related Relief, and Scheduling Evidentiary Hearing and Setting Objection Deadline With Respect Thereto, dated February 21, 2013 (ECF No. 6777). No other or further notice is required.

E. **Opportunity to Object.** A reasonable opportunity to object to and to be heard with respect to the Motion and the relief requested has been given as required by the Bankruptcy Code and the Bankruptcy Rules to all persons entitled to notice.

F. **Business Justifications.** The Debtors have demonstrated good and sufficient business justification for approval of the Motion and the Merger Agreement and authorization to take the actions contemplated thereby or in connection therewith. The Debtors'

entry into and performance under the Merger Agreement (i) constitute a sound and reasonable exercise of the Debtors' business judgment, (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their stakeholders, and (iii) are reasonable and appropriate under the circumstances.

G. **Alternative Transaction Procedures and Termination Fees.** The alternative transaction procedures and the termination fees provided for in the Merger Agreement and described in Sections D and I of the Motion are an integral part of the transactions contemplated by the Merger Agreement, and *the Debtors represent that*, without these undertakings, the Debtors and US Airways would not have entered into the Merger Agreement or pursued the Merger. The termination fees are reasonable and appropriate in light of the size and nature of the Merger and the undertakings of the parties in connection therewith, including the considerable time and expense expended and likely to continue to be expended by the Debtors and US Airways with respect to the Merger Agreement.

H. **Employee Arrangements.** Because of the nature of the Merger, the necessity for a smooth transition and to successfully effect the Merger as seamlessly as possible, the employment uncertainty and insecurity faced by employees, and the critical role that employees have in the maintenance and preservation of enterprise value, the Employee Arrangements approved herein, *except as provided for in paragraph 6 below*, are reasonable and appropriate under the circumstances, and are necessary for the preservation of the value of the Debtors' estates, including for purposes of section 280G and 4999 of the Tax Code.

I. **Arm's-Length Transaction and Good Faith.** The Merger Agreement was negotiated, proposed, and entered into by the Debtors and US Airways in good faith, without collusion, and from arm's-length bargaining positions. Each of the parties was represented by competent legal and financial professionals with respect to the Merger Agreement and the transactions contemplated thereby.

J. **Waiver of Bankruptcy Rule 6004(h)**. Consistent with Bankruptcy Rule 6004(h), the Court finds that there is no just reason for delay in implementation of this Order to the full extent to which Bankruptcy Rule 6004(h) provides.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. **Motion Granted**. The Motion is granted as provided herein, and the Debtors' entry into and performance under, and in respect of, the Merger Agreement is authorized and approved.

2. **Responses**. Except as expressly provided in Paragraph 6 below, all Responses to the Motion and entry of this Order that have not been withdrawn, waived, settled, or resolved are denied and overruled on the merits in their entirety, with prejudice.

3. **Merger Agreement Approved**. The Merger Agreement, all transactions and actions contemplated thereby, and all of the terms and conditions thereof (except as expressly provided in Paragraph 6 below) are approved retroactive to the date of its execution, and the failure to specifically include any particular provision of the Merger Agreement in this Order shall not diminish or impair the effectiveness of the Merger Agreement or any of its particular provisions, it being the intent of the Court that the Merger Agreement is approved in its entirety.

4. **Termination Fees**. If any of the American No Vote Transaction Fee, the American Alternative Transaction Fee or the American Termination Fee (as each of such terms is defined in the Merger Agreement) become payable pursuant to the terms of the Merger Agreement, such fee shall constitute an allowed administrative expense against AMR; *provided, however*; that such fee shall be appropriately allocated among the Debtors.

5. **Employee Arrangements.** The Employee Arrangements (except as expressly provided in paragraph 6 below) are approved (including, without limitation, all matters set forth in Section 4.10 of the Merger Agreement and Section 4.1(o) of the American Disclosure Letter, excluding Paragraph 1 of such Section 4.1(o)) and the Debtors are authorized to take all necessary action to adopt and implement such Employee Arrangements, and to implement and make all payments in accordance with the Ordinary Course Changes.

6. **American CEO Letter Agreement.** Notwithstanding anything to the contrary in this Order, for the reasons stated by the Court in the Decision, the American CEO Letter Agreement is not approved; however, this Order is without prejudice to the consideration and approval of the American CEO Letter Agreement or any of the other matters provided for therein at a later date, subject to the rights of all parties in interest to object thereto.

7. **Authorized Actions.** Without limiting the foregoing, the Debtors are authorized to execute, deliver, and perform all of their obligations under, and to comply with the terms of, the Merger Agreement, including, taking all actions reasonably necessary or appropriate in accordance with and subject to the terms and conditions of the Merger Agreement, and the relief granted herein, and such actions of the Debtors shall not constitute the solicitation of acceptances or rejections of a plan pursuant to section 1125 of the Bankruptcy Code. The foregoing authorization shall include, without limitation, providing or making any necessary or appropriate disclosures, filings, reports, registrations, and notices or obtaining any necessary or appropriate approvals, consents, permits, or authorizations of any third party or governmental entities or agencies for the Merger, including, without limitation, under the Hart Scott Rodino

Antitrust Improvements Act of 1976, as amended, the European Community Council Regulation No. 139/2004, the Securities Exchange Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, any applicable state securities or “blue sky” laws, the Internal Revenue Code of 1986, as amended, or with or from the Department of Justice, Internal Revenue Service or any other taxing authority, Federal Trade Commission, Federal Aviation Administration, the United States Department of Transportation, the Department of Homeland Security, or the U.S. Transportation Industry Regulatory Authority, Inc.

8. **Amendments.** At any time prior to the Effective Time, the Merger Agreement may be modified or amended by the parties thereto (with respect to AMR, after consultation with the UCC’ s Advisors) in accordance with its terms without further order of the Court; *provided, however*, that any material modification of the Merger Agreement prior to the Effective Time shall be subject to the approval of this Court; and *provided, further*, that (i) any material amendment or modification to Sections 1.8 or 4.23 of the Merger Agreement or (ii) any amendment or modification to any other provision of the Merger Agreement that materially adversely affects the notice, consent, consultation, or participation rights of the UCC or the UCC’ s Advisors under the Merger Agreement, shall require the prior approval of the UCC’ s Legal Advisor.

9. **Effectiveness.** This Order shall be immediately effective and enforceable upon its entry, and the effectiveness of this Order shall not be stayed pursuant to Bankruptcy Rule 6004(h) or otherwise.

10. **Reservation of Rights.**

a. The entry of this Order and the approval of the Merger Agreement as provided herein is without prejudice to the rights of the Debtors and all parties in interest with respect to any plan of reorganization or disclosure statement that may be filed in these cases or with respect to any motion that may be filed to approve the Support Agreement.

b. Notwithstanding anything to the contrary in this Order, to the extent that the effectuation of any transactions contemplated by the Merger Agreement shall be subject to the parties' obtaining any approvals, consents, permits, or authorizations that may be required by any governmental unit, nothing herein shall be deemed to grant any such approvals, consents, permits or authorizations.

c. Nothing in this Order or the Merger Agreement releases, nullifies, precludes or enjoins the enforcement of any liability or obligation to a governmental unit under police and regulatory statutes or regulations (including but not limited to environmental laws or regulations), and any associated liabilities for penalties, damages, cost recovery, or injunctive relief that any entity would be subject to as the owner, lessor, lessee, or operator of any property that is transferred pursuant to the Merger Agreement. Nothing contained in this Order or the Merger Agreement shall in any way diminish the obligation of any entity, including the Debtors or US Airways, to comply with environmental laws. Nothing in this Order or the Merger Agreement authorizes the transfer of any licenses, permits, registrations, or governmental authorizations and approvals without the necessary compliance with all applicable legal requirements under non-bankruptcy law governing such transfers.

11. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
May 10, 2013

/s/ Sean H. Lane

United States Bankruptcy Judge