

United States Bankruptcy Court  
Southern District of New York

In re American Airlines, Inc.

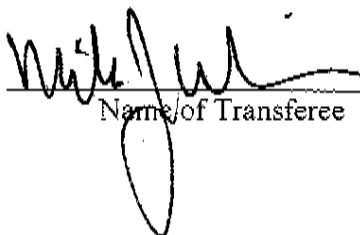
Case No. 11-15464 (SHL)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Bank of America, N.A.

U.S. BANK NATIONAL  
ASSOCIATION, not in its individual  
capacity but solely as Indenture  
Trustee in respect of Aircraft  
N611AM

  
\_\_\_\_\_  
Name of Transferee

\_\_\_\_\_  
Name of Transferor


Court Claim #: 5253  
Claim Amount: 13,988,434.00

Name and Address where notices to Transferee  
should be sent:

Bank of America, N.A.  
c/o Bank of America Merrill Lynch  
Bank of America Tower - 3<sup>rd</sup> Floor  
One Bryant Park  
New York, New York 10036  
Attn: Ron Torok  
Tel: 646-855-7450  
Email: [ron.torok@bamf.com](mailto:ron.torok@bamf.com)

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BANK OF AMERICA, N.A.

By:   
Name: MICHAEL L. WINN  
Title: MANAGING DIRECTOR

ⓑ

Date: 7/13/2012

**EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE (“Assignor”) under that certain Trust Indenture and Security Agreement (AA 1989-A2) dated as of September 15, 1989 among Assignor, Wilmington Trust Company, as owner trustee and American Airlines, Inc. (the “Debtor”) in respect of one Boeing 757-223 airframe bearing manufacturer’s serial no. 24487 and U.S. registration no. N611AM and related engines (the “Aircraft”), does hereby unconditionally and irrevocably sell, transfer and assign unto Bank of America, N.A. (“Assignee”) all of Assignor’s right, title and interest in and to its general unsecured non-priority pre-petition claim arising under that certain lease agreement with the Debtor relating to the Aircraft, which claim is in the amount of \$13,988,434.00 having claim number 5253 (the “Assigned Claim”), in accordance with the Second Stipulation and Order Approving Section 1110(b) Stipulation for N611AM, dated as of May 2, 2012 between Assignor and the Debtor, and the term sheet attached thereto and made a part thereof [Docket No. 2566]. The Assigned Claim is allowed against the Debtor in its chapter 11 case currently pending in the United State Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”); see *In re American Airlines, Inc.*, Case No. 11-15464 (SHL); as and to the extent provided in the Order Approving Second Stipulation Regarding Section 1110(b) Extension for N611AM, dated May 22, 2012 [Docket No. 2862].

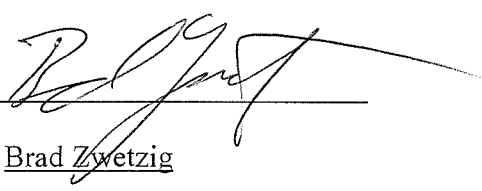
Assignor hereby waives any objection to the transfer of the Assigned Allowed Claim assigned herein to Assignee on the books and records of the Debtor, GCG, Inc., its claims agent (the “Claims Agent”), and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Assigned Claim and recognizing Assignee as the sole owner and holder of the Assigned Claim. Assignor further directs the Debtor, the Claims Agent, the Bankruptcy Court and all other interested parties that all further notices relating to the Assigned Claim, and all payments or distributions of money or property in respect of the Assigned Claim, shall be delivered or made to Assignee.

IN WITNESS WHEREOF, Assignor has duly executed this Evidence of Transfer of Claim by its duly authorized representative this 19th day of June 2012.

*[signature pages follow]*

**U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Indenture Trustee in respect of Aircraft  
N611AM, as Assignor**

By: \_\_\_\_\_



Name: Brad Zwetzig

Title: Vice President

**Bank of America, N.A., as Assignee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BOA

Fax 6468550114

Jun 20 2012 11:20am P004/004

**U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity but solely as  
Indenture Trustee in respect of Aircraft  
N611AM, as Assignor**

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By: \_\_\_\_\_

Name: Brad Zwetzig

Title: Vice President

**Bank of America, N.A., as Assignee**

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By:  (B)

Name: RONALD TOROK

Title: DIRECTOR

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

FILED - 05253  
USBC - SDNY  
AMR CORPORATION, ET AL.  
11-15463 (SHL)



-----X

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

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**ORDER APPROVING SECOND STIPULATION REGARDING  
SECTION 1110(b) EXTENSION FOR N611AM**

This matter having come before the Court upon the request for approval of the Second Stipulation Regarding Section 1110(b) Extension for N611AM (the "Stipulation"), a redacted copy of which is attached hereto as Exhibit 1, and this Court having determined that the approval requested in the Stipulation is in the best interests of the Debtor, its estate and creditors, and it appearing that proper and adequate notice has been given and that no other or further notice is necessary, and upon the record herein, and after due deliberation thereon, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Stipulation is APPROVED as amended by paragraphs number 2 and 3 below. The Debtors are authorized to engage in the transactions contemplated by the Stipulation, subject to the reservations of rights contained in the Stipulation and this Order.
2. Paragraph number 12 of the Stipulation is amended and restated as follows: