

**AMENDMENT ONE  
TO THE  
AMERICAN AIRLINES, INC. PILOT LONG TERM DISABILITY PLAN**

This Amendment Number One to the American Airlines, Inc. Pilot Long Term Disability Plan (the "Plan") is adopted on this 19<sup>th</sup> day of December, 2008, generally effective as of February 1, 2004.

Capitalized terms not defined herein shall have the meanings given such terms in the Plan. The Plan is amended as follows generally effective on February 1, 2004, except where provided otherwise herein.

1. Article V, Disability Benefit Eligibility, Section E. is hereby amended by adding the following new subsections following (6).

(7) A Pilot Employee who was on or after the Effective Date determined to be Disabled due to chemical dependency and subsequently suffers a non-chemical dependency Disability, but has not cleared to return to duty as an Active Pilot Employee prior to such Pilot Employee's exhaustion of his 18-month maximum limit on chemical dependency Disability benefits shall be eligible to apply to qualify as Disabled for such subsequent non-chemical dependency Disability. Disability benefits shall only be provided if such subsequent non-chemical dependency disability meets the requirements of this Article V., Section E.(7) and is determined to qualify the Pilot Employee as Disabled under Article V of this Plan.

(8) A Pilot Employee who is receiving benefits under this Plan as the result of a chemical dependency Disability and who has not cleared to return to duty or become an Active Pilot Employee prior to exhausting the 18-month lifetime maximum limit on chemical dependency Disability benefits will, within the nine (9) consecutive month period which begins on the day after the date the Pilot Employee exhausted the eighteen (18) month lifetime maximum limit on chemical dependency Disability benefits, be eligible to continue to apply for Disability Benefits under the Plan for a subsequent non-chemical dependency disability that qualifies as a Disability. Such period to apply for a subsequent non-chemical dependency disability benefit shall in no event extend beyond the twenty-seventh (27<sup>th</sup>) month following the date on which the Pilot Employee was first determined to be Disabled as a result of the chemical dependency Disability. In the event a subsequent non-chemical dependency disability is determined to constitute a Disability under Article V. and meets the requirement of this Article V., Section E(8), and if:

- (a) the subsequent non-chemical dependency Disability is determined to occur within 30 days after the date on which the Pilot Employee exhausts the eighteen (18) month maximum lifetime period for chemical dependency Disability benefits, the Pilot Employee shall not be required to complete a new Elimination Period for the subsequent non-chemical dependency Disability;
  - (b) the subsequent non-chemical dependency Disability is determined to occur at least 31 days and no more than nine (9) months after the date on which the Pilot Employee exhausts the eighteen (18) month maximum lifetime period for chemical dependency Disability, the Pilot Employee shall be required to complete a new Elimination Period, including exhaustion of any paid sick leave and/or vacation, with respect to the subsequent non-chemical dependency Disability before any benefits are payable under this Plan; or
  - (c) the subsequent non-chemical dependency Disability is determined to occur after nine (9) months after the date on which the Pilot Employee exhausts the eighteen (18) month maximum lifetime period for chemical dependency Disability, the Pilot Employee will no longer be eligible for Disability benefits under this Plan until such Pilot Employee is cleared to return to duty and qualifies as an Active Pilot Employee.
- (9) A Pilot Employee who exhausts his/her eighteen (18) months lifetime maximum limit on payments for chemical dependency Disability benefits and then later clears to return to duty and becomes an Active Pilot Employee and continues to work as an Active Pilot Employee for a period of time and then suffers a relapse of his/her prior chemical dependency Disability or a new chemical dependency Disability (the "Subsequent Chemical Dependency Disability") shall be placed on sick leave, if such Pilot Employee has any accrued sick leave, until such sick leave is exhausted and then on an unpaid sick leave of absence, but shall not be eligible for any additional chemical dependency Disability benefits under this Plan. During the fifteen (15) consecutive month period commencing on the date of the commencement of the subsequent Chemical Dependency Disability (the "15 Month Eligibility Period") such Pilot Employee shall be eligible to apply for Disability benefits under the Plan for a non-chemical dependency Disability without regard to whether the non-chemical dependency Disability is related to unrelated to the Subsequent Chemical Dependency Disability. Such eligibility to apply for non-chemical dependency Disability benefits under this Plan ceases upon expiration of the 15 Month Eligibility Period, or, if earlier, upon the date the Pilot Employee clears to return to duty. The Company shall have the right to monitor the Pilot Employee's progress toward

recovery during the 15 Month Eligibility Period. Any Disability benefits which a Pilot Employee qualifies to receive for a non-chemical dependency Disability during the 15 Month Eligibility Period shall commence ninety (90) days after the date of the non-chemical dependency Disability diagnosis, or on the expiration of the Pilot Employee's paid sick leave or vacation, if later. If such Pilot Employee has accrued sick time and/or accrued vacation time when he/she relapses with a Subsequent Chemical Dependency Disability, such Pilot Employee's sick time and vacation days shall be paid until exhausted and such payments shall run concurrently with the 15 Month Eligibility Period.

(10) A Pilot Employee who has only utilized a portion of his/her eighteen (18) month lifetime maximum limit on chemical dependency Disability benefits and later clears to return to duty as an Active Pilot Employee and continues as an Active Pilot Employer for a period of time and then suffers a relapse of the prior chemical dependency Disability or incurs a new chemical dependency Disability ("Subsequent CD Disability") shall be eligible to apply for Disability benefit and utilize any remaining unused portion of the eighteen (18) month lifetime maximum limit on chemical dependency Disability benefits until such lifetime maximum limit is exhausted. In the event such Subsequent CD Disability meets the requirements of this Article V., Section E.(10) and is determined to qualify as a Disability under Article V of this Plan:

(a) If such Subsequent CD Disability is determined to first occur within thirty (30) days after the Active Pilot Employee was cleared to return to duty, no new Elimination Period shall apply to the Subsequent CD Disability.

(b) If such Subsequent CD Disability first arises on a date which is at least 31 days following his/her return to duty as an Active Pilot Employee then a new ninety (90) day Elimination Period shall apply to any Subsequent CD Disability, including exhaustion of any paid sick and/or vacation.

(c) In the event a Pilot Employee described in this Article V., Section E.(10) instead incurs a subsequent non-chemical dependency Disability, he/she shall be treated under Article V., Section E.(7) and (8), as applicable.

2. Article IV, Section A of the Plan shall be amended by adding the following paragraphs at the end of such section effective on and after June 1, 2005:

A Pilot Employee who retired due to Disability and received a Disability Retirement Benefits due to chemical dependency under the American Airlines, Inc. Pilot Retirement

Benefit Program through May 2005, and who suffered a subsequent related Disability on April 28, 2003, shall be eligible to apply for Disability Benefits under this Plan for any period of Disability after May 31, 2005, provided such Pilot Employee otherwise meets the requirements to be Disabled to receive Disability Benefits under this Plan and such Disability continues to exist after May 31, 2005 and appropriate medical care is not wantonly disregarded by such Pilot Employee. Such above mentioned Pilot Employee shall not receive any benefit under this Plan for any period of Disability Prior to May 31, 2005.

A Pilot Employee who commenced receiving Disability Retirement on July 30, 2004 under the American Airlines, Inc. Pilot Retirement Benefit Program due to a chemical dependency and continued receiving such benefits through March 28, 2006, and who suffered a subsequent disability due to a cardiac condition shall be eligible to apply for Disability Benefits under this Plan for any period of Disability after March 26, 2006, provided such Pilot Employee otherwise meets the requirements to be Disabled under this Plan after March 28, 2006 and appropriate medical care is not wantonly disregarded at any time. Notwithstanding the above the latter of the two Pilot Employees shall not receive any benefit under this Plan for any period prior to March 28, 2006.

The above described Pilot Employees are covered under the Plan subject to the terms and conditions of this Plan, except that all coverage and benefits for such Pilot Employees shall not be subject to a new elimination period for such subsequent disability. Such Pilot Employees are subject to the Plan's requirement to provide updated medical condition and treatment records at least once every ninety days.

3. The Plan is hereby amended by adding a new Section N to Article VIII, immediately following Article VIII, Section M.

#### N. Individual Pilot Disability Matters

The Allied Pilots Association acknowledges that the Company cannot resolve individual benefit eligibility or other issues outside of the Pilot LTD Plan's claim and appeal processes herein.

4. No other provision in the Plan is amended by this Amendment. This Amendment can only be changed or modified by the execution of a subsequent amendment to the Plan.

IN WITNESS WHEREOF, American Airlines, Inc. hereby adopts this Amendment Number One to the American Airlines, Inc. Pilot Long Term Disability Plan effective as of the date first written above.

AMERICAN AIRLINES, INC.

By: \_\_\_\_\_  
Mark Burdette, Vice President, Employee Relations  
Member, Pension Benefits Administration Committee

By: \_\_\_\_\_  
Beverly K. Goulet, Vice President,  
Corporate Development & Treasurer  
Member, Pension Benefits Administration Committee

By: \_\_\_\_\_  
Brian J. McMenemy, Vice President & Controller  
Member, Pension Benefits Administration Committee

By: \_\_\_\_\_  
Carolyn E. Wright, Vice President,  
Corporate Human Resources  
Chair, Pension Benefits Administration Committee