

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

This Amendment Number Two to the American Airlines, Inc. Pilot Long Term Disability Plan (the "Plan") is adopted on this 24th day of July, 2009, effective as of February 1, 2004 except where provided otherwise herein. Capitalized terms not defined herein shall have the meanings given such terms in the Plan.

1. Article III, Definitions, is hereby amended by adding the following new subsection R.
 - R. **"Fifteen (15) Month Eligibility Period"** means the fifteen (15) month period immediately following the date an Active Pilot Employee is diagnosed as having a subsequent chemical dependency after exhausting his lifetime maximum of 18 months of payments for chemical dependency.
2. Article III, Definitions, is hereby amended by adding the following new subsection FF.
 - FF. **"Subsequent Chemical Dependency Disability"** means a new chemical dependency disability that is either unrelated to a previous chemical dependency Disability, or a relapse of a previous chemical dependency Disability, provided such diagnosis is determined to be a Disability under the Plan.
3. Article V, Disability Benefit Eligibility, Section E. is hereby amended by adding the following new subsections following (6).
 - (7) A Pilot Employee who is determined to be Disabled due to a chemical dependency and who subsequently is diagnosed with a non-chemical dependency Disability prior to such Pilot Employee's exhaustion of his eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits shall be ~~eligible to apply for benefits under the Plan for such subsequent non-chemical dependency disability~~ regardless of whether such non-chemical dependency disability is related or unrelated to the Pilot Employee's chemical dependency Disability. Disability benefits shall only be paid 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 the Plan.
 - (8) A Pilot Employee who is Disabled under this Plan as the result of a chemical dependency Disability and who has not cleared to return to duty as an Active Pilot Employee prior to exhausting the eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits will be eligible to apply for Disability benefits under the Plan for a subsequent non-chemical dependency disability that arises within the nine (9) consecutive month period which begins on the day after the date that the Pilot Employee exhausted the eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits (for a

total of no more than twenty-seven (27) months from the date of the initial chemical dependency diagnosis), regardless of whether the non-chemical Disability is related or unrelated to the Pilot Employee's chemical dependency Disability. In the event of a subsequent non-chemical dependency Disability, if:

- (a) the subsequent non-chemical dependency Disability occurs within 30 days after the date on which the Pilot Employee exhausts the eighteen (18) month lifetime maximum payment limit 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 occurs between 31 days and nine (9) months after the date on which the Pilot Employee exhausts the eighteen (18) month lifetime maximum payment limit for a chemical dependency Disability, the Pilot Employee shall be required to complete a new Elimination Period; or
 - (c) the subsequent non-chemical dependency Disability occurs more than nine (9) months after the date on which the Pilot Employee exhausts the eighteen (18) month lifetime maximum payment limit for chemical dependency Disability, the Pilot Employee will not be eligible for Disability benefits under this Plan unless such Pilot Employee subsequently becomes an Active Pilot Employee and then becomes Disabled.
- (9) A Pilot Employee who exhausts his eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits and later becomes an Active Pilot Employee and continues to work as an Active Pilot Employee for a period of time and then suffers a 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. During the Fifteen (15) Month Eligibility Period, such Pilot Employee shall be eligible to apply for Disability benefits under this Plan for a non-chemical dependency Disability without regard to whether the non-chemical dependency Disability is related or unrelated to the Pilot Employee's chemical dependency Disability. Such eligibility to apply for non-chemical dependency Disability benefits under this Plan ceases upon expiration of the Fifteen (15) Month Eligibility Period, or, if earlier, on 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 Fifteen (15) Month Eligibility Period. Any Disability benefits for a Pilot Employee's qualifying non-chemical dependency disability that occurs during the Fifteen (15) Month Eligibility Period shall commence after the Pilot Employee completes the Elimination Period. If such Pilot Employee has accrued sick time and/or accrued vacation time when he relapses and is diagnosed 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 Fifteen (15) Month Eligibility Period.

(10) A Pilot Employee who has used only a portion of his eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits and later clears to return to duty as an Active Pilot Employee and continues as an Active Pilot Employee for a period of time and then relapses and is diagnosed with a Subsequent Chemical Dependency Disability shall be eligible to apply for Disability benefits and if determined to be Disabled, to receive any remaining unused portion of the eighteen (18) month lifetime maximum payment limit for chemical dependency Disability benefits is exhausted as follows:

- (a) If such Subsequent Chemical Dependency Disability occurs within thirty (30) days after the Pilot Employee was cleared to return to duty, no new Elimination Period shall apply to the Subsequent Chemical Dependency Disability.
- (b) If such Subsequent Chemical Dependency Disability occurs 31 days or more following his return to duty, then a new Elimination Period shall apply to any Subsequent Chemical Dependency Disability.
- (c) A Pilot Employee described in this Article V., Section E.(10) who incurs a subsequent non-chemical dependency Disability shall be treated under Article V., Sections E.(7), (8) and (9), as applicable.

4. Article IV, Section A of the Plan shall be amended by numbering the existing paragraph as (1) adding the following paragraphs at the end of such section effective on and after June 1, 2005:

- (2) A Pilot Employee who retired due to Disability and received a Disability Retirement Benefit 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 is determined to be Disabled and otherwise meets the requirements 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 Pilot Employee shall not receive any benefit under this Plan for any period of Disability Prior to May 31, 2005.
- (3) 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 28, 2006, provided such Pilot Employee is determined to be Disabled and otherwise meets the requirements to receive Disability benefits under this Plan after March 28, 2006 and appropriate medical care is not wantonly disregarded by such Pilot Employee. Such Pilot Employees shall not receive any benefit under this Plan for any period prior to March 28, 2006.

(4) The Pilot Employees in paragraphs (2) and (3) above 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 in accordance with Article V.C. to establish that appropriate medical care is not wantonly disregarded by such Pilot Employees.

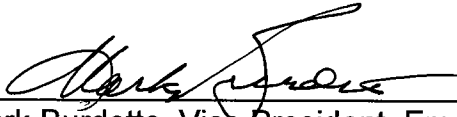
5. Article IX, is amended by adding new section N immediately following section M pursuant to section 6G of the Settlement Agreement entered into in settlement of APA Presidential Grievance No. 06-038:

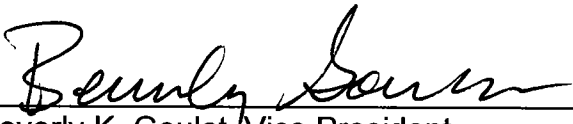
N. Pilot Claims. With respect to individual pilot disability matters, the Company cannot resolve individual benefit eligibility issues outside of the Pilot LTD Plan's claim and appeal processes.

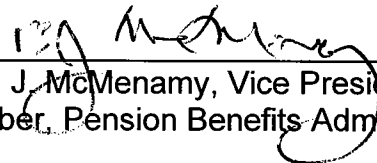
6. No other provision in the Plan is amended by this Amendment. This Amendment can only be changed or modified by the execution of a subsequent amendment to the Plan in accordance with Article IX, Paragraph F.

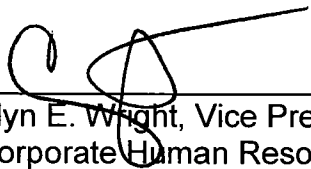
IN WITNESS WHEREOF, American Airlines, Inc. hereby adopts this Amendment Number Two to the American Airlines, Inc. Pilot Long Term Disability Plan effective as of the date first written above.

AMERICAN AIRLINES, INC.

By: 
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