

**AMENDMENT FIVE TO THE
AMERICAN AIRLINES, INC. PILOT LONG TERM DISABILITY PLAN
(Plan established February 1, 2004)
April ____, 2014**

This Amendment Five to the American Airlines, Inc. Pilot Long Term Disability Plan (the plan having been established on February 1, 2004, and herein referred to as the "Plan") is adopted on this __ day of April, 2014, and is effective as of October 1, 2012. Capitalized terms not defined herein shall have the meanings given to such terms in the Plan.

1. Section III: Definitions

The following definition was added to the Plan effective August 1, 2013, via Amendment Four:

"Claim Administrator" means the third party claim administrator duly authorized and appointed by mutual agreement between the Company and the Association. (Should there later be a change in the Claim Administrator, then "Claim Administrator" means the successor(s) in title).

To this aforementioned definition, the following sentence is added as the last sentence of this definition:

The Association's consent to the selection of a Claim Administrator will not be unreasonably withheld.

2. Section V: Disability Benefit Eligibility, Item C

The current Plan language, amended via Amendment Four, reads as follows:

Verification of a Pilot Employee's Disability shall be established by the Claim Administrator through claims and procedures agreed to by the Company, the Association, and the Claim Administrator. Any disability may be subject to re-verification, when appropriate, every 90 days.

This language is deleted in its entirety and is replaced by the following paragraph:

Verification of a Pilot Employee's Disability shall be established by the Claim Administrator through claims and procedures agreed to by the Company and/or the Claim Administrator. Pilot disabilities shall be verified by the Claim Administrator. Pilot disabilities may be subject to

re-verification by the Company and/or Claim Administrator, when appropriate, but in no event more than once in any 90-day period.

3. Section V: Disability Benefit Eligibility, Item D

Currently, this subsection reads as follows:

Any dispute as to the clinical validity of a Pilot Employee's claim of the existence of a Disability or the continuation of the illness or injury which gave rise to such Disability shall be referred to a clinical authority selected under the Agreements, and the findings of such authority regarding the nature and extent of such illness or injury shall be final and binding upon the Company, the Association, and the Pilot Employee and his Beneficiaries. The cost of referral of a dispute to a clinical authority pursuant to this paragraph, including the cost of all examinations or proceedings in connection therewith, shall be shared equally between the Company and the Association.

This Item D shall be deleted in its entirety and replaced by the following:

Any disputes arising as to the clinical validity of a claim or as to the continuation of disability once commenced will be referred to an independent clinical source to be mutually determined by the Company and the Association. The decision of the independent clinical source shall be final and binding upon the Company, the Association, and the Pilot in question. The cost involved in such proceeding shall be equally shared by the Association and the Company. The Association's consent to the selection of an independent clinical source will not be unreasonably withheld. This paragraph supersedes all letters and prior agreements related to the selection of an independent clinical source or independent clinical reviewer for the Plan.

4. Section V: Disability of Benefit Eligibility, Item F

Item F is added to this section, and is as follows:

Pilots who are receiving long term disability benefits under the Plan will not be eligible for contributions to any defined contribution or 401(k) plan sponsored by the Company, including the Variable Income Plan ("Pilot B Plan") of the Program. Further, effective as of the freeze date of the Pilot Defined Benefit Plan ("Pilot A Plan"), pilots who are receiving long term disability benefits under the Plan shall not earn credited service for the purpose of determining the amount of benefits under the Pilot Defined Benefit Plan. However, such pilots shall continue to earn credited service after the freeze date of the Pilot Defined Benefit

Plan solely for the purpose of determining eligibility for vesting and Early Retirement under the Pilot Defined Benefit Plan.

5. Section VIII: Claims Filing Procedure, Item E

The following language is inserted into Item E and becomes the first paragraph of this subsection:

Verification of a Pilot Employee's Disability shall be established by the Claim Administrator through claims and procedures agreed to by the Company and/or the Claim Administrator. Pilot disabilities shall be verified by the Claim Administrator. Pilot disabilities may be subject to re-verification by the Company and/or Claim Administrator, when appropriate, but in no event more than once in any 90-day period.

IN WITNESS WHEREOF, American Airlines, Inc. hereby adopts this Amendment Five to the American Airlines, Inc. Pilot Long Term Disability Plan (established February 1, 2004), effective as of the date referenced in the first paragraph of this Amendment.

AMERICAN AIRLINES, INC.

BY: _____

Elise Eberwein, Executive Vice President
People and Communications