

**AMERICAN AIRLINES, INC.  
LONG-TERM DISABILITY PLAN DOCUMENT**

**(Amended and Restated Effective January 1, 2016)**

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**AMERICAN AIRLINES, INC.  
LONG-TERM DISABILITY PLAN DOCUMENT**

**ARTICLE I**

**ESTABLISHMENT AND INTERPRETATION OF THE PLAN**

1.01 The Plan. The terms and conditions of the American Airlines, Inc. Long Term Disability Plan are set forth in this document (the "Plan Document"). This Plan Document, the Summary Plan Description, and the related trust documents, constitute the plan document for the American Airlines, Inc. Long Term Disability Plan and the written instrument under which the Plan is maintained for purposes of section 402(a) of ERISA.

1.02 Purpose and Intent. The purpose of the Plan is to provide Participants with long-term disability benefits. This Plan is intended to meet all applicable requirements of the Code and ERISA, as well as rulings and regulations issued or promulgated thereunder. Nothing in this Plan shall be construed as requiring compliance with Code or ERISA provisions to the extent not otherwise applicable.

1.03 Definitions. When used herein, the following words shall have the meanings set forth below unless the context clearly indicates otherwise:

(a) "Administrator" as defined in section 3(16)(A) of ERISA means the Employee Benefits Committee, as described in Section 4.1.

(b) "Employee" means any person treated by an Employer as providing services to such Employer as a common law employee, including a common law employee who is on a Leave of Absence, whether the Employee is full-time or part-time. "Employee" does not include:

(1) any individual who performs services for an Employer pursuant to a leasing agreement between an Employer and a third-party, as defined in section 414(n) of the Internal Revenue Code, regardless of whether such individual is later determined by a court or any governmental or administrative agency to be, or to have been, a common law employee of an Employer;

(2) any individual who is a Temporary Employee, a Provisional Employee, or an Associate Employee regardless of whether such individual is later determined by a court or any governmental or administrative agency to be, or to have been, a common law employee of an Employer; and

(3) any individual who performs services for an Employer and is working in a classification described as independent contractor, is paid directly or indirectly through an Employer's accounts payable systems, or performs such services pursuant to a contract or agreement which provides that the individual is an independent contractor or consultant, regardless of whether any such

individual is later determined by a court or any governmental or administrative agency to be, or to have been, a common law employee of an Employer.

(c) “Code” means the Internal Revenue Code of 1986, as amended from time-to-time, and any subsequent Internal Revenue Code. References to any section of the Code shall be deemed to include similar sections of the Code as renumbered or amended.

(d) “Employer” means the American Airlines, Inc.

(e) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time-to-time. References to any section of ERISA shall be deemed to include similar sections of ERISA as renumbered or amended.

(f) “Former Employee” means any person formerly employed by an Employer as an Employee.

(g) “Leave of Absence” means a personal leave, medical leave or military leave of an Employee, as approved by the Employer employing the Employee.

(h) “Participant” means any Employee or Former Employee who satisfies the requirements of Article II, is covered under the Plan, and whose participation has not terminated in accordance with Section 2.03.

(i) “Participant Contributions” means any pre-tax or after-tax contributions required to be paid by a Participant for coverage under the Plan.

(j) “Plan” means the American Airlines, Inc. Long-Term Disability Plan, as amended from time to time.

(k) “Plan Sponsor” as defined in section 3(16)(B) of ERISA means American Airlines, Inc. or any successor entity by merger, consolidation, purchase or otherwise, unless such successor entity elects not to adopt the Plan.

(l) “Plan Year” means the 12-consecutive month period beginning each January 1 and ending the following December 31.

(m) “Summary Plan Description” means the summary plan description for the Plan, as required by ERISA. For reference, a copy of the Summary Plan Description, effective January 1, 2016, is attached as Appendix A.

(n) “Third Party Administrator” means any insurer, third party administrator or other entity selected by the Employee Benefits Committee for the administration, including initial and/or appeals claims determinations under the Plan.

(o) “Trust” means the American Airlines, Inc. Long –Term Disability Plan Trust, a Voluntary Employees Beneficiary Association (VEBA) trust established under Section 501(c)(9) of the Internal Revenue Code.

(p) “Trustee” means the individual(s), corporation or other entity appointed by the Employee Benefits Committee to serve as the Trustee or Trustees of the Trust.

1.04 Incorporation. The terms and conditions, including any limitations or restrictions, of the Plan as set forth in the Summary Plan Description and the relevant Trust documents are incorporated by reference in this Plan Document and constitute a part of the Plan.

1.05 Interpretation. If there is a conflict between a specific provision under this Plan Document and the Summary Plan Description, this Plan Document controls. If this Plan Document is silent, then the Summary Plan Description controls. With respect to insured benefits, the terms of the certificate of insurance coverage control over the Plan Document and the Summary Plan Description when describing specific benefits that are covered or insurance-related terms.

1.06 Effective Date. The effective date of this Plan Document is January 1, 2016.

## ARTICLE II

### ELIGIBILITY AND PARTICIPATION

2.01 Participation. Eligibility to participate in the Plan is limited to certain Employees determined by the provisions of the Summary Plan Description.

2.02 Enrollment Procedures. The Administrator shall establish procedures for the enrollment of Participants in the Plan. The Administrator shall prescribe enrollment forms, which may include electronic equivalencies that must be completed by a prescribed deadline prior to commencement or continuation of coverage under the Plan.

2.03 Termination of Participation. A Participant will cease being a Participant in the Plan and coverage under the Plan for the Participant shall terminate in accordance with the provisions of the Summary Plan Description.

2.04 Continuation of Coverage. A Participant may continue coverage for benefits under the Plan, as described in the Summary Plan Description.

## ARTICLE III

### CONTRIBUTIONS, BENEFITS AND CLAIMS

3.01 Employer Contributions. The Employer may make payments or contributions in such amounts and at such times as the Plan Sponsor shall from time-to-time direct. Such payments or contributions may be paid directly to each insurance company issuing a policy or contract in connection insured benefits under the Plan, or may be used to pay benefits directly (including through a Third Party Administrator) in the case of self-insured benefits under the Plan.

3.02 Participant Contributions. Participation in the Plan and the payment of Plan benefits shall be conditioned on a Participant contributing to the Plan such amounts as the Plan Sponsor shall establish from time-to-time. The Plan Sponsor may establish different contribution rates for different classes of Employees or Participants under the Plan. The Plan Sponsor may require that any Participant Contributions be made by payroll deduction.

3.03 Salary Reduction. Required Participant Contributions under the Plan may be made on a pre-tax basis through salary reductions, to the extent permitted by Code section 125 and the American Airlines, Inc. Cafeteria Plan. All other Participant Contributions will be made on a post-tax basis, except to the extent the Code is amended to provide otherwise.

3.04 Funding. Nothing herein shall require the deposit of any employer payments or contributions or Participant Contributions to the Trust. Amounts, if deposited in the Trust, shall be held in accordance with the terms of such Trust, as in effect from time-to-time and such amounts may be used for any Plan purposes in accordance with the terms of the Trust. No Employee, Former Employee, or Participant shall have any right to, or interest in, the assets of the Plan Sponsor, the assets of the Trust or any other funding vehicle of the Plan.

3.05 Insurance. The Administrator may, but shall not be required to, insure any of the benefits provided under the Plan. To the extent the Administrator elects to purchase insurance, any such insured benefits shall be the sole responsibility of the insurer, and neither the Plan Sponsor nor the Plan shall have responsibility for the payment of such benefits. In the event that any insurer pays dividends, rebates, demutualization proceeds or similar payments, such amounts shall be paid to the Plan Sponsor to the extent permitted by law unless the Plan Sponsor elects to contribute such amounts to the Plan.

3.06 Benefits. Benefits under the Plan (including limitations and restrictions) will be determined by the Administrator, Third Party Administrator or insurer, as applicable, in its discretion pursuant to the terms of the Summary Plan Description.

3.07 Claims Procedures. Each claim for benefits under the Plan must be filed in accordance with the procedures set forth in the Summary Plan Description. All claims for benefits must be duly filed no later than the deadline set forth in the Summary Plan Description. All claims for benefits will be processed and may be appealed in accordance with the procedures for such set forth in the Summary Plan Description.



3.08 Limitations on Actions. Participants must follow the claims procedures, including exhausting their rights to appeal, before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a participant for benefits under the Plan must be brought by the Participant no later than two years following a final decision on the appeal of the claim for benefits by the person or entity described in the Summary Plan Description with the discretionary authority to determine appeals with respect to such claim. In no case may a suit or legal action be brought if the claim for benefits was not made within the time period prescribed in the claims procedures of the Summary Plan Description. This limitation on suits for benefits applies in any forum where a Participant initiates a suit or legal action.

3.09 Right to Request Medical Records. The Plan has the right to request medical records for any Participant.

3.10 Right to Recover Overpayment. Payments are made in accordance with the provisions of the Summary Plan Description. If it is determined that an overpayment was made (for example, because the Plan did not apply benefit offsets), the Plan has the right to recover the overpayment. The Plan will attempt to collect the overpayment from the party to whom the payment was made. Failure to refund any overpayment may result in the Plan offsetting future benefits by the amount of the overpayment.

3.11 Participant's Right to Recover Overpayments. If a Participant overpays contributions or premiums for any coverage under the Plan, the Plan will refund excess contributions or premiums upon request of the Participant to the extent administratively feasible.

3.12 Right to Reduction, Reimbursement, and Subrogation.

(a) In General. The Plan has the right to reduce or deny disability benefits otherwise paid by the Plan, and recover or subrogate 100% of the disability benefits paid by the Plan for a Participant to the extent of any and all of the following: (i) any judgment, settlement, or payment made or to be made because of an accident or malpractice, including but not limited to other insurance, (ii) any automobile or recreational vehicle insurance coverage or benefits, including but not limited to uninsured or underinsured motorist coverage, (iii) any business medical and/or liability insurance coverage or payments, and (iv) any attorney's fees. The Plan's right to reimbursement applies when the Plan pays benefits, and a judgment, payment, or settlement is made on behalf of the Participant for whom the benefits were paid. Reimbursement to the Plan of 100% of these charges shall be made at the time any such payment is received by a Participant or their representative or any other entity. The Plan's right to reduction, reimbursement and subrogation is based on the terms of the Plan in effect at the time of judgment, payment or settlement.

(b) First Priority Right. The Plan has first priority with respect to its right to reduction, reimbursement, and subrogation. The Plan has the right to recover interest on the amount paid by the Plan. The Plan has the right to 100% reimbursement in a lump sum. The Plan is not subject to any state laws or equitable doctrines, including, but not limited to, the common fund doctrine, which could otherwise require the Plan to reduce

its recovery by any portion of a Participant's attorney's fees or costs. The Plan is not responsible for the Participant's attorney's fees, expenses, or costs. The Plan's right applies regardless of whether any payments to a Participant is designated as payment for, but not limited to, (i) pain and suffering, or (ii) medical benefits. This applies regardless of whether a Participant has been fully compensated for injuries. The Plan's right to reduction, reimbursement, and subrogation applies to any funds recovered from another party, by or on behalf of the estate of any Participant. The Plan's first priority right shall not be reduced due to the negligence of the Participant.

(c) Cooperation. The Plan requires a Participant and their representatives to cooperate in efforts to obtain reimbursement to the Plan from third parties. To aid the Plan in its enforcement of its right of reduction, recovery, reimbursement, and subrogation, Participants and their representatives must, at the Plan's request and at its discretion (i) take any action, (ii) give information, and (iii) sign documents as required by the Plan. Failure to aid the Plan and to comply with such requests may result in the Plan's withholding or recovering benefits, services, payments, or credits due or paid under the Plan to a Participant under the Plan. A Participant and/or their representatives may not do anything to hinder reimbursement of overpayment to the Plan after benefits have been accepted by a Participant or their representatives.

(d) Right to File An Action. The Plan has the right to file suit on behalf of a Participant for the condition related to the disability benefits in order to recover benefits paid or to be paid by the Plan.

(e) Claim for Benefits and Right to Appeal. The application of the provisions in this Section 3.12 shall be treated as a benefit determination under the Plan that is initially made by the Employee Benefits Committee or its delegate and may be appealed to the Employee Benefits Committee or its delegate in accordance with the procedures set forth in this Plan Document and the Summary Plan Description. The Employee Benefits Committee or its delegate will have complete discretion to interpret and construe the provisions of the Plan in connection with any claim for benefits and appeal associated with this Section 3.12.

## ARTICLE IV

### MISCELLANEOUS PROVISIONS

4.01 Administrator. The Employee Benefits Committee shall be the Administrator and the "named fiduciary" of the Plan, as defined in ERISA Section 402(a)(2).

Except where responsibilities have been assigned to the Third Party Administrator, insurer or another fiduciary, the Employee Benefits Committee shall have the general responsibility for the administration of the Plan and for carrying out its provisions as follows:

(a) The Employee Benefits Committee shall have the discretion and authority to control and manage the operation and administration of the Plan.

(b) The Employee Benefits Committee shall have complete discretion to interpret and construe the provisions of the Plan, make findings of fact, correct errors, and supply omissions. All decisions and interpretations of the Employee Benefits Committee made pursuant to the Plan shall be final, conclusive and binding on all persons and may not be overturned unless found by a court to be arbitrary and capricious.

(c) The Employee Benefits Committee shall have all other duties and powers necessary or desirable to administer the Plan, including, but not limited to, the following:

(1) To communicate the terms of the Plan to Employees and Participants;

(2) To prescribe procedures and related forms (which may be electronic in nature) to be followed by Participants, including forms and procedures for making elections and contributions under the Plan;

(3) To receive from Participants such information as shall be necessary for the proper administration of the Plan;

(4) To keep records related to the Plan, including any other information required by ERISA or the Code;

(5) To appoint, discharge and periodically monitor the performance of Third Party Administrators, insurers, service providers and other agents in the administration of the Plan;

(6) To purchase any insurance deemed necessary for providing benefits under the Plan;

(7) To prepare and file any reports or returns with respect to the Plan required by the Code, ERISA or any other laws;

(8) To correct errors and make equitable adjustments for mistakes made in the administration of the Plan;

(9) To issue rules and regulations necessary for the proper conduct and administration of the Plan and to change, alter, or amend such rules and regulations;

(10) To determine all questions arising in the administration of the Plan, to the extent the determination is not the responsibility of a Third Party Administrator, insurer or some other entity;

(11) To propose and accept settlements of claims involving the Plan, including claims for benefits;

(12) To direct the Trustee to pay benefits and Plan expenses properly chargeable to the Plan; and

(13) Such other duties or powers provided in the Plan.

(d) The Employee Benefits Committee shall have exclusive authority and discretion to manage and control the assets of the Plan, including, but not limited to the following:

(1) establish the Plan's overall investment policy, including asset allocation, investment policy statement or investment guidelines;

(2) appoint and remove a Trustee or Trustees with respect to a portion of or all of the assets of the Trust;

(3) direct such Trustee(s) with respect to the investment and management of the Plan's assets, including any voting rights for any securities held by the Trustee;

(4) direct the Trustee to pay investment-related expenses properly chargeable to the Plan, including Trustee expenses;

(5) enter into a trust agreement with such Trustee(s) on behalf of Company, and approve any amendments to any such trust agreement, including single-client, common and collective trust arrangements;

(6) enter into insurance contracts and arrangements, including contracts for participation in single-client or pooled separate accounts to facilitate the investment of plan assets (notwithstanding the foregoing, the Employee Benefits Committee shall have sole responsibility to purchase, manage and oversee all contracts or policies of insurance to provide benefits under the Plan); and

(7) appoint, monitor and remove one or more investment manager(s), as defined in section 3(38) of ERISA, to manage any portion of the Trust or an insurance company single-client or pooled separate account, including the

exercise of any voting rights of any securities managed by the investment manager.

(e) Except as expressly provided in the Plan, the Employee Benefits Committee shall have complete discretion to interpret and construe the provisions of the Plan, make findings of fact, correct errors, and supply omissions with respect to determining the benefits payable and eligibility for benefits under the Plan. All decisions and interpretations of the Employee Benefits Committee pursuant to the Plan shall be final, conclusive and binding on all persons and may not be overturned unless found by a court to be arbitrary and capricious. The Employee Benefits Committee shall have the powers necessary or desirable to carry out these responsibilities, including, but not limited to, the following:

- (1) To prescribe procedures and related forms (which may be electronic in nature) to be followed by Participants filing claims for benefits under the Plan;
- (2) To receive from Participants such information as shall be necessary for the proper determination of benefits payable under the Plan;
- (3) To keep records related to claims for benefits filed and paid under the Plan;
- (4) To determine and enforce any limits on benefit elections hereunder;
- (5) To correct errors and make equitable adjustments for mistakes made in the payment or nonpayment of benefits under the Plan, specifically, and without limitation, to recover erroneous overpayments made by the Plan to a Participant, in whatever manner the Employee Benefits Committee deems appropriate, including suspensions or recoupment of, or offsets against, future payments, including benefit payments due that Participant;
- (6) To determine questions relating to coverage and participation under the Plan and the rights of Participants to the extent the determination is not the responsibility of a Third Party Administrator, insurer or some other entity;
- (7) To propose and accept settlements and offsets of claims, overpayments and other disputes involving claims for benefits under the Plan;
- (8) To compute the amount and kind of benefits payable to Participants, to the extent such determination is not the responsibility of a Third Party Administrator, insurer, or some other entity; and
- (9) To direct the Trustee to pay benefits and any Plan expenses properly chargeable to the Plan that are related to claims for benefits.

The Employee Benefits Committee shall be deemed to have delegated its responsibilities for determining benefits and eligibility for benefits to a Third Party Administrator, insurer or other fiduciary where such person has been selected by the Employee Benefits Committee to make such determinations. In such case, such other person shall have the duties and powers as the Employee Benefits Committee as set forth above, including the complete discretion to interpret and construe the provisions of the Plan.

(f) Notwithstanding any other provision of this Plan Document, the Employee Benefits Committee shall have the discretion and authority to carry out any duty or function that is necessary or desirable to administer the Plan that either is not clearly allocated to the Employee Benefits Committee or another Plan fiduciary, or, at its discretion, is otherwise allocated to another Plan fiduciary.

4.02 Trustee. Solely upon the direction of the Administrator and any investment manager appointed by the Administrator, the Trustee (a) shall have responsibility to invest and reinvest the assets of the Plan in securities, bonds, debentures, stocks (common or preferred), real estate, mortgages, deeds of trust, shares of investment companies, single-client trusts, common trusts, collective trusts, insurance contracts and arrangements, including single-client or pooled separate accounts, and other property, and (b) shall exercise any voting or other rights on any stocks, bonds or other securities. Upon direction of the Administrator, the Trustee shall make disbursements from the Trust for the payment of benefits, fees and expenses.

#### 4.03 Allocation and Delegation of Duties.

(a) The Committee shall have the authority to allocate, from time-to-time, all or any part of its responsibilities under the Plan to one or more of its members, including a subcommittee, as may be deemed advisable, and in the same manner to revoke such allocation of responsibilities. In the exercise of such allocated responsibilities, any action of the member or subcommittee to whom responsibilities are allocated shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of such member or subcommittee.

(b) The Committee shall have the authority to delegate, from time-to-time, all or any part of its responsibilities under the Plan to such person or persons as the Committee may deem advisable (and may authorize such person to delegate such responsibilities to such other person or persons as the Committee shall authorize) and in the same manner to revoke any such delegation of responsibilities. Any action of the delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Committee. The Committee shall not be liable for any acts or omissions of any such delegate.

#### 4.04 Indemnification.

(a) To the fullest extent authorized by law, and to the extent not otherwise covered by insurance, the members of the Committee, officers and employees of the Plan

Sponsor who provide services to the Plan shall be indemnified by the Plan Sponsor against any and all liabilities arising by reason of any act, or failure to act, in relation to the Plan or the funds of the Plan or Trust, including without limitation, expenses reasonably incurred in the defense of any claim relating to the Plan or funds of the Plan or Trust, and amounts paid in compromise or settlement relating to the Plan or the funds of the Plan or Trust, unless (1) it is established by a final judgment or a court of competent jurisdiction that such act or failure to act constituted gross negligence or willful misconduct, or (2) in the event of a settlement or other disposition of the claim, it is determined in a written opinion of legal counsel to the Plan that the act constituted gross negligence or willful misconduct.

(b) To the fullest extent authorized by law, and to the extent not first covered by insurance or the Plan Sponsor's indemnity set forth in Section 4.05(a), the members of the Committee, officers and employees of the Plan Sponsor or Employers who provide services to the Plan shall be fully indemnified by the Plan against any and all liabilities arising by reason of any act, or failure to act, in relation to the Plan or the funds of the Plan or Trust, including without limitation, expenses reasonably incurred in the defense of any claim relating to the Plan or funds of the Plan or Trust, and amounts paid in compromise or settlement relating to the Plan or the funds of the Plan or Trust, unless (1) it is established by a final judgment or a court of competent jurisdiction that such act or failure to act constituted a breach of fiduciary duty, gross negligence or willful misconduct, or (2) in the event of a settlement or other disposition of the claim, it is determined in a written opinion of legal counsel to the Plan that the act constituted a breach of fiduciary duty, gross negligence or willful misconduct.

4.05 Bonding. The members of the Committees shall serve without bond (except as otherwise required by section 412 of ERISA) and without additional compensation for their services.

4.06 Plan Expenses. All fees and expenses incurred in connection with the operation and administration of the Plan, including, but not limited to, Committee, legal, accounting, actuarial, investment, Trustee, management, and administrative fees and expenses may be paid out of the Trust or any other Plan asset to the extent that it is legally permissible for these fees and expenses to be so paid. The Plan Sponsor may pay such fees and expenses directly.

4.07 Information to be Supplied by Employer. Each Employer shall provide the Committee or its delegates with such information as they shall from time-to-time need or reasonably request in the discharge of its duties. The Committee may rely conclusively on the information provided by the Employer.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

6.01 Action by the Plan Sponsor or an Employer. Any action to be taken by the Plan Sponsor or the Employer hereunder, to the extent not otherwise provided, may be taken by any authorized officer of the Plan Sponsor or Employer.

6.02 Exclusive Benefit. This Plan has been established for the exclusive benefit of Participants, and, except as otherwise provided herein, all contributions under the Plan may be used only for such purpose.

6.03 Nonalienation of Benefits. Except as otherwise may be provided in the Summary Plan Description, no benefit, right or interest of any Participant under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any liability for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute or levy upon, or otherwise dispose of any right to benefits payable hereunder, shall be void.

6.04 Limitation of Rights. Nothing contained herein shall operate or be construed to give any person any legal or equitable right against the Plan Sponsor or any Employer, except as expressly provided herein or required by law, or to create a contract of employment between an Employer and any Employee, obligate any Employer to continue the service of any Employee or affect or modify the terms of any Employee's employment in any way.

6.05 Gender and Number. Except when the context indicates to the contrary, when used herein, masculine terms shall be deemed to include the feminine and neuter, and terms in the singular shall be deemed to include the plural, and the plural the singular.

6.06 Headings. The headings of Articles and Sections are included solely for convenience of reference and, if there is any conflict between such headings and the text of this Plan, the text shall control.

6.07 Severability. If any provision of this Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof and the Plan shall be construed and enforced as if such provisions had not been included herein.

6.08 Governing Law. The Plan shall be construed and enforced according to the laws of the State of Texas other than its laws respecting choice of law, to the extent not preempted by federal law.

6.09 Participant's Responsibilities. Each Participant shall be responsible for providing the Administrator and/or the Employer with the Participant's current address. In the event that a



Participant becomes entitled to a payment under this Plan and such payment is delayed or cannot be made:

- (a) because the current address according to the Employer's records is incorrect;
- (b) because the Participant fails to respond to the notice sent to the current address according to the Employer's records; or
- (c) because of any other reason;

the amount of such payment, if and when made, shall be that determined under the provisions of this Plan without payment of any interest or earnings. Notwithstanding the forgoing, with respect to any benefit or arrangement that is underwritten by insurance, the terms of the insurance policy shall control to the extent such terms are inconsistent with this Section 6.09.

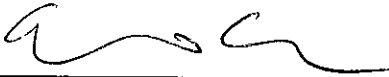
6.10 Withholding Taxes. The Administrator, or the appropriate insurer or Third Party Administrator (if applicable), may make any appropriate arrangements to deduct from all amounts paid under the Plan any taxes required to be withheld by any government or government agency. The Participant bears all taxes on amounts paid under the Plan to the extent that no taxes are withheld, irrespective of whether withholding is required.

6.11 Clerical Errors or Omissions. Clerical errors or omissions in information provided to a Participant do not deprive a Participant of his right to receive a benefit, and do not affect the amount of his benefit. Conversely, clerical errors or omissions do not cause a Participant to have the right to receive a benefit to which he is not entitled, and a Participant receiving an overpayment by mistake must repay the overpayment, if requested to do so. The Administrator reserves the right to correct any mistake in any reasonable manner, including but not limited to, adjusting the amount of future benefit payments, repaying to the Plan any overpayment, or making catch-up payments to a Participant for an underpayment. The failure to enforce any provision of the Plan does not affect the Plan's right thereafter to enforce this provision, nor does such failure affect its right to enforce any other Plan provision.

6.12 No Vested Right to Benefits. No Participant or person claiming through such Participant shall have any right to, or interest in, any benefits provided under the Plan or upon termination of his employment, retirement, termination of Plan participation, or otherwise, except as specifically provided under the Plan or the Summary Plan Description.

Executed this 18<sup>th</sup> day of December, 2015.

**AMERICAN AIRLINES, INC.**

By:   
Elise Eberwein  
Executive Vice President, People and Communications

## **APPENDIX A**

Attached is a copy of the Summary Plan Description.