

**AMERICAN AIRLINES, INC.  
ON-SITE CLINIC HEALTH PLAN**

**(Adopted Effective August 8, 2016)**

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**AMERICAN AIRLINES, INC.  
ON-SITE CLINIC HEALTH PLAN**

**ARTICLE I  
ESTABLISHMENT AND INTERPRETATION OF THE PLAN**

1.01 The Plan. The terms and conditions of the American Airlines, Inc. On-Site Clinic Health Plan (the “On-Site Clinic Health Plan”) are set forth in this document (the “Plan Document”) and in the Summary Plan Description. This Plan Document and the Summary Plan Description together constitute the plan document for the On-Site Clinic Health 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 On-Site Clinic Health Plan is to provide Participants and Beneficiaries on-site medical clinic benefits described herein. 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. The On-Site Clinic Health Plan is considered an excepted benefit under HIPAA, as described in ERISA 733(c)(1)(G), including the HIPAA Privacy & Security Rules, as described at 45 CFR 160.103 (definition of “health plan” at paragraph (2)(i)).

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 4.01.

(b) “Beneficiary” means a beneficiary of a Participant as designated or determined under the Summary Plan Description.

(c) “Clinic Provider” means an entity or service provider that provides the medical care services that constitute the benefits offered under the On-Site Clinic Health Plan.

(d) “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.

(e) “Employee” means any person treated by the Employer as providing services to such Employer as a domestically based common law employee of the Employer, whether the Employee is full-time or part-time and whether the Employee is active or on a Leave of Absence. “Employee” does not include:

(1) any individual who performs services for the Employer pursuant to a leasing agreement between the 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 the Employer;

(2) any individual who is a Temporary Employee, a Provisional Employee, or an Associate Employee, as defined in the Summary Plan Description, 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 the Employer; and

(3) any individual who performs services for the Employer and is working in a classification described as independent contractor, is paid directly or indirectly through the 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 the Employer.

(f) “Employer” means American Airlines, Inc. or any successor entity by merger, consolidation, purchase or otherwise.

(g) “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.

(h) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

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

(j) “Participant” means any Employee who satisfies the requirements of Article II, whose participation has not terminated in accordance with Section 2.04.

(k) “Plan” means the American Airlines, Inc. On-Site Clinic Health Plan, as set forth in this Plan Document and Summary Plan Description, as amended from time to time.

(l) “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.

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

(n) “Summary Plan Description” means the summary plan description for the On-Site Clinic Health Plan, as required by ERISA.

1.04 Interpretation. If there is a conflict between a specific provision of this Plan Document and the Summary Plan Description, this Plan Document controls. If this Plan Document is silent, then the Summary Plan Description controls.

1.05 Effective Date. The effective date of this Plan Document is August 8, 2016.

**ARTICLE II**  
**ELIGIBILITY AND PARTICIPATION**

2.01 Participation. Eligibility to participate in the On-Site Clinic Health Plan shall be determined by the eligibility provisions of the Summary Plan Description.

2.02 Enrollment Procedures. The Administrator shall establish procedures for the enrollment of Participants in the On-Site Clinic Health 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.

2.03 Automatic Enrollment for On-Site Clinic Benefits. Employees of the Company shall be automatically enrolled in the On-Site Clinic Health Plan.

2.04 Termination of Participation. A Participant shall cease being a Participant in the On-Site Clinic Health Plan and his Beneficiaries shall cease being covered by the Plan upon termination of the Participant's employment with the company, subject to Section 2.05.

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

**ARTICLE III  
CONTRIBUTIONS, BENEFITS AND CLAIMS**

3.01 Employer Contributions. Nothing herein shall require the Employer to make payments or contribute to the Plan, or to pre-fund any benefit through any trust or otherwise.

3.02 Participant Contributions. Participation in the Plan and the payment of Plan benefits shall be conditioned on a Participant paying any required cost-sharing described in the Summary Plan Description.

3.03 Benefits. Benefits under the On-Site Clinic Health Plan are limited to those benefits described in the Summary Plan Description. The Administrator reserves the right to alter amend these benefits in its sole discretion.

3.04 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 set forth in the Summary Plan Description.

3.05 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 On-Site Clinic Health Plan. Any suit or legal action initiated by a participant for benefits under the On-Site Clinic Health 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.

3.06 Right to Recover Overpayment. Participants and Beneficiaries are entitled to the benefits specified in the Plan Document and the Summary Plan Description. If it is determined that an overpayment was made (for example, due to an ineligible charge or because other insurance was considered primary), 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, or a Participant or Beneficiary, if and as applicable.

3.07 Right to Reduction, Reimbursement, and Subrogation.

(a) In General. The Plan has the right to reduce or deny on-site medical clinical benefits otherwise paid by the Plan, and recover or subrogate 100% of the medical benefits paid by the On-Site Clinic Health Plan for a Participant or Beneficiary, 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. This Plan's right to reimbursement applies when the Plan pays benefits, and a judgment, payment, or settlement is made on behalf of the Participant or Beneficiary 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, Beneficiary, 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 or Beneficiary's attorney's fees or costs. The Plan is not responsible for the Participant or Beneficiary's attorney's fees, expenses, or costs. The Plan's right applies regardless of whether any payments to a Participant or Beneficiary are designated as payment for, but not limited to, (i) pain and suffering, or (ii) medical benefits. This applies regardless of whether a Participant or Beneficiary 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 or Beneficiary. The Plan's first priority right shall not be reduced due to the negligence of the Participant or Beneficiary.

(c) Cooperation. The Plan requires a Participant, Beneficiary, 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, Beneficiaries, 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 or Beneficiary under the Plan. A Participant or Beneficiary and/or their representatives may not do anything to hinder reimbursement of overpayment to the Plan after benefits have been accepted by a Participant, Beneficiary, or their representatives.

(d) Right to File An Action. The Plan has the right to file suit on behalf of a Participant or Beneficiary for the condition related to the medical or dental expenses 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 3.13 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 in 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 3.13.



**ARTICLE IV**  
**ADMINISTRATION AND FIDUCIARY 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 Clinic Provider, 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 On-Site Clinic Health Plan, including, but not limited to, the following:

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

(2) To prescribe procedures and related forms (which may be electronic in nature) to be followed by Participants and Beneficiaries;

(3) To receive from Participants and Beneficiaries 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, except to the extent that information is subject to the HIPAA Security and Privacy Rules found at 45 CFR Parts 160 and 164;

(5) To enter into an administrative services agreement with a Clinic Provider to perform services with respect to the On-Site Clinic Health Plan;

(6) To appoint, discharge and periodically monitor the performance of Clinic Providers and other agents;

(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 the Clinic Provider or some other entity;

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

(12) 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 the Clinic Provider; and

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

(d) 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.

(e) The Employee Benefits Committee shall be deemed to have delegated its responsibilities for determining benefits and eligibility for benefits to the Clinic Provider 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 On-Site Clinic Health 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 Allocation and Delegation of Duties.

(a) The Employee Benefits 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.

4.03 Indemnification. 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 On-Site Clinic Health 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, including without limitation, expenses reasonably incurred in the defense of any claim relating to the Plan, and amounts paid in compromise or settlement relating to the Plan, 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.

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

4.05 Information to be Supplied by Employer. The 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 V**  
**AMENDMENT AND TERMINATION OF THE PLAN**

5.01 Amendment. The Plan Sponsor reserves the right to amend the Plan at any time, and the Plan Sponsor (or such other person to whom such authority has been delegated) may amend the Plan by adopting an amendment to this Plan Document or the Summary Plan Description. Any such amendment may include the addition, modification or deletion of benefits offered under the On-Site Clinic Health Plan. The right to amend the Plan applies to any current or future benefits for any Employee, Participant, or Beneficiary.

5.02 Termination and Partial Termination. The Plan Sponsor, in its sole discretion, may terminate all or any part of the On-Site Clinic Health Plan at any time by written resolution. This right to terminate the On-Site Clinic Health Plan applies to any current or future benefits for any Employee, Participant, or Beneficiary.

5.03 Effect of Amendment or Termination. In the event of an amendment to or termination of the Plan as provided under this Article, each Participant shall have no further rights hereunder, and the Plan Sponsor shall have no further obligations hereunder except as otherwise specifically provided under the terms of the On-Site Clinic Health Plan. Provided, however, that no amendment or termination shall be made that would diminish any benefits arising from incurred but unpaid claims of Participants prior to the effective date of such modification, alteration, amendment, suspension, or termination.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

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

6.02 Nonalienation of Benefits. Except as otherwise may be provided in a Qualified Medical Child Support Order as described in section 609 of ERISA, no benefit, right or interest of any Participant or Beneficiary under the On-Site Clinic Health 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.

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

6.04 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.

6.05 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.

6.06 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.

6.07 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.

6.08 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 On-Site Clinic Health Plan upon termination of his employment, retirement, termination of Plan participation, or otherwise, except as specifically provided under the Plan Document or the Summary Plan Description.

\* \* \* \* \*

Executed this 6<sup>th</sup> day of August, 2016.

**AMERICAN AIRLINES, INC.**

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

Elise Eberwein  
Executive Vice President, People and Communications