$UPER $AVER - A 401(k) PLAN

Summary Plan Description for
$uper $aver, a 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries

July 2009

THIS SUMMARY PLAN DESCRIPTION (SPD) IS A BRIEF DESCRIPTION OF THE $UPER $AVER PLAN AND YOUR RIGHTS AND BENEFITS UNDER THE PLAN. THIS SPD IS NOT MEANT TO INTERPRET OR CHANGE THE PROVISIONS OF THE PLAN. A COPY OF THE PLAN IS ON FILE AT AMERICAN AIRLINES HEADQUARTERS AT 4333 AMON CARTER BLVD., HDQ1, FORT WORTH, TEXAS <u>AND</u> AT JPMORGAN RETIREMENT PLAN SERVICES, 9300 WARD PARKWAY, KANSAS CITY, MISSOURI.

YOU, YOUR BENEFICIARIES, OR YOUR LEGAL REPRESENTATIVES MAY READ THE PLAN, FROM THE HOURS OF 8:30 A.M. TO 5:00 P.M. CENTRAL TIME, MONDAY THROUGH FRIDAY. IF YOU HAVE ANY QUESTIONS REGARDING EITHER THE PLAN OR THIS SPD, YOU SHOULD CONTACT YOUR PLAN ADMINISTRATOR. IF ANY DISCREPANCIES EXIST BETWEEN THIS SPD AND THE ACTUAL PROVISIONS OF THE PLAN, THE PLAN SHALL GOVERN. THE COMPANY RESERVES THE RIGHT TO AMEND OR TERMINATE THE PLAN AT ANY TIME, WITH OR WITHOUT NOTICE.

YOU MAY OBTAIN A COPY OF THE PLAN DOCUMENT AND OTHER RELATED DOCUMENTS BY CALLING THE AMERICAN AIRLINES EMPLOYEE SERVICE CENTER TOLL FREE AT 1-800-447-2000.

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INTRODUCTION

Retirement is something to look forward to only if you have prepared a retirement strategy beforehand.

$uper $aver, a 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries ("$uper $aver Plan" or "the Plan") can be an important part of your retirement strategy. The $uper $aver Plan allows eligible participants to make Before-tax, Designated Roth 401(k) and After-tax contributions towards their retirement while they are still employed.

In addition:

- *Certain employees of American Airlines may be eligible for $uper $aver Plus, a special feature which provides Company Matching Contributions; and*
- *Employees of American Eagle may be eligible for the Eagle Pension Program which provides Company Matching Contributions.*

The $uper $aver Plan allows you to set money aside to save for your future. By saving through the $uper $aver Plan, you:

- Choose how much you contribute,
- Decide how you invest your savings,
- Reduce your current income taxes by saving on a Before-tax basis, or
- Reduce your income taxes in retirement by saving on a Designated Roth 401(k) after-tax basis, and
- Save through convenient payroll deductions.

If you have any questions about the $uper $aver Plan after reading this SPD, you may obtain information by utilizing the methods below:

- You can access your account information by either going to http://jetnet.aa.com and use the $uper $aver Plan link, or
- by going directly to the JPMorgan website at www.retireonline.com, or
- by calling the $uper $aver Service Center at 1-800-345-2345, and use the 24 hour automated response system, or speak with a registered participant services representative, between 7 a.m. and 7 p.m. Central Time weekdays.

Throughout this booklet, references to the $uper $aver website include all of the above methods of access to information.

The following information pertains to all participants in the $uper $aver – 401(k) Plan.

ELIGIBILITY

$uper $aver Plan

You ***are*** eligible to participate in the $uper $aver Plan if you are an Eligible Employee defined as:

- A regular full-time or part-time employee of a participating AMR Corporation affiliate, and
- On the U.S. payroll, including Puerto Rico and the U.S. Virgin Islands.

You ***are not*** eligible to participate in the $uper $aver Plan if you are a Temporary Worker, Provisional Employee, Associate Employee, Leased Employee or an Independent Contractor, as defined herein.

You may begin making contributions to the $uper $aver Plan as soon as you enroll in the Plan (see enrollment information below). Your contributions will begin on the next administratively feasible payroll after you enroll. You will be sent an enrollment packet at the address you have on file with the Company shortly after you are hired.

If you do not enroll when you are first eligible, you may join the $uper $aver Plan at any time as long as you are still an Eligible Employee. You must complete the enrollment requirements through the $uper $aver website (see page 4) or call the $uper $aver Service Center before your contributions will begin.

If you terminate employment after becoming a participant and later rejoin an AMR Corporation affiliate as an Eligible Employee, you must reenroll and choose your contribution deferral percentage, before participation can begin again. To reenroll, you must enroll via the $uper $aver website or call the $uper $aver Service Line at 1-800-345-2345. *Payroll will not automatically deduct contributions at your previously elected percentage.*

ENROLLMENT

There are two ways to enroll:

- Visit the $uper $aver web site at www.retireonline.com, or
- Call the $uper $aver Service Line at 1-800-345-2345. The interactive telephone system will allow you to choose your contribution percentage(s) and your investments using a touch-tone telephone.

The first time you access your account by phone or internet, you can use your Social Security number as your Username and a temporary Password consisting of the last four digits of your Social Security number and the MMDD of your date of birth. (The system will instruct you to establish a new Username and a permanent Password to use going forward.)

Example: For someone with a Social Security number of 000-00-1234 and a birth date of November 1, the Username would be 000001234, and the temporary Password would be 12341101. You will be prompted to create a new Username and Password.

Investing in the Plan is voluntary. If you choose to invest in the $uper $aver Plan, you must select the:

- Amount you wish to save by choosing a Before-tax and/or Designated Roth 401(k) and/or After-tax contribution percentage to be deducted from your paycheck (which will authorize the Company to take deductions from your paycheck), and

- Investments in which you want to invest.
- You will also need to designate your Beneficiary, the individual(s) who will receive your account in the event of your death.

Once you complete the enrollment process, your contribution will begin with the next administratively feasible payroll.

Secure Online Access to Your Account

There are three levels of security for your personalized information:

- *Employee Authentication* is the process of identifying who is trying to access an account. *Employee Authentication* requires you to identify yourself to the system by logging in with your Username and Password. Only you should know your Username and Password.
- *Encryption* is the process of scrambling the data that travels over the Internet.
- To help make online access to your $uper $aver – 401(k) Plan information more secure, J.P. Morgan Retirement Plan Services uses a security feature called *Multi-Factor Authentication (MFA).* Many financial institutions are using this more secure log-on method for their users, so you may have already experienced *MFA* with your online banking or credit card account.
    - The first time you log on, you will be asked to provide contact information and create a security profile. You will be able to register as many computers as you like. The brief security process will need to be repeated from each computer one time and the information will be stored for the next time you log on.

Additionally, all transactions will generate a confirmation statement to advise you of the transactions that occur on your account. This statement will be mailed to the address you have on file at the $uper $aver Service Center. To further protect your account, you should limit access to your personalized information.

Beneficiaries

When you enroll, you will also need to designate your Beneficiary, the individual(s) who will receive your account in the event of your death.

- **If you are married,** as defined under federal law, your spouse will automatically be considered as your Designated Beneficiary. If you wish to name a Designated Beneficiary other than or in addition to your spouse, your spouse must agree to the selection, in writing, on a form provided by the Plan's Administrator. Your spouse's consent must be witnessed by a notary public.

- **If you are <u>not</u> married** and you do not name a Designated Beneficiary or if the Designated Beneficiary you name dies before you, your benefits from the Plan will be paid in equal shares to your children, if living. Otherwise, your benefits will be paid to your estate.

- **If you are <u>not</u> married at the time you name your Designated Beneficiary**, and you later marry, as defined under federal law, your spouse will automatically become your Designated Beneficiary under the Plan and you will have to complete a new Beneficiary designation form (with spousal consent) to designate a different Beneficiary.

- **If you divorce** and you have a Designated Beneficiary on file, your Designated Beneficiary (which could be your ex-spouse) will remain your Beneficiary until you change your designation or remarry.

- **If you wish to name a Trust as Beneficiary:** A Trust itself cannot be a Designated Beneficiary, but individuals who are beneficiaries of the trust are treated as designated beneficiaries if the Trust meets the following requirements:
  - It is valid under state law or would be valid but for the fact that there is no trust corpus;
  - It is irrevocable, or it will, by its terms, become irrevocable on the participant's death;
  - Its beneficiaries are identifiable under the trust agreement; and
  - You have submitted a copy of the trust instrument or a certified list of beneficiaries is provided to the Plan's Administrator (JPMorgan Retirement Plan Services).

As you can see, it is very important that you regularly review and update your Beneficiary designations. You may change your Beneficiary designations at any time. **If you want to change or add beneficiaries,** visit the $uper $aver website at www.retireonline.com or call the $aver $aver Service Center at 1-800-345-2345. If you are married and your Beneficiary is not your spouse, you will need to provide to the Plan's Administrator written proof of your spouse's consent, as noted above, each time you make a change to your beneficiaries.

EMPLOYEE CONTRIBUTIONS

You have four ways to contribute:

- Before-tax,
- Designated Roth 401(k) – employee's on the U.S. payroll, excluding employees subject to income tax under the provisions of the Puerto Rico Income Tax Act.
- After-tax, or
- Rollover (Before-tax, Designated Roth 401(k), After-tax) from a qualified retirement plan

You are always 100% vested in the current value of your Before-tax, Designated Roth 401(k), After-tax and Rollover contributions to the Plan (adjusted for earnings or losses).

With Before-tax Contributions:

- You defer paying income taxes on the money you contribute to the $uper $aver Plan until you receive a distribution from the Plan,
- You earn tax-deferred investment returns,
- Your before-tax contributions are not included in the taxable income shown on your annual Form W-2 Wage and Tax statement, and
- Your before-tax contributions will not affect other pay-related benefits offered by your Employer.

With Designated Roth Contributions:

- You pay Federal (and any state and local) income tax before the contributions are deposited in your account,
- You earn tax-free investment returns, provided you have met the distribution qualifications, and
- Puerto Rico law prohibits employees subject to income tax under the provisions of the Puerto Rico Income Tax Act from making Designated Roth contributions.

With After-tax Contributions:

- You pay Federal (and any state and local) income tax before the contributions are deposited in your account,

- You earn tax-deferred investment returns, and
- You have more access to your contributions while you are an active employee because your after-tax contributions are *not* subject to the same IRS withdrawal limitations that apply to before-tax and Designated Roth contributions.

Rollover Contributions:

- The Plan accepts rollovers of before-tax and after-tax amounts from a former employer's qualified plan, IRAs, 457 plans, and 403(b) plans. The Plan also accepts rollovers of Designated Roth 401(k) amounts from a former employer's qualified plan; rollovers from Roth IRAs are not permitted by law.
- The rollover is credited to your Rollover Accounts (Before-tax, Designated Roth 401(k) and/or After-tax) and invested in accordance with your elections on the Rollover Contribution Form. To request a Rollover Contribution Form, visit the $uper $aver website at www.retireonline.com or call the $uper $aver Service Line at 1-800-345-2345.

Contribution Amounts

EMPLOYEES on the U.S. Payroll (excluding Puerto Rico Based Employees)

The Internal Revenue Service (IRS) limits how much you may contribute annually on a Before-tax and Designated Roth 401(k) basis. The limit is known as the Elective Deferral limit; the limit is $16,500 for 2009 and is subject to change annually.

If you are or will be age 50 or older before the end of a Plan Year, you may also make a Catch-Up Contribution. The catch-up amount for 2009 is an additional $5,500 and is subject to change annually.

In addition to the limit on the maximum amount of Elective Deferrals under Federal law, the government also limits the *total* contributions that can be made to *all* defined contribution accounts held by an employee – including $uper $aver – during the Plan Year. For Plan Year 2009 the total contributions are limited to the lesser of 100% of your gross earnings or $49,000; this amount is subject to change annually. Payroll monitors the limit on a year-to-date basis. As a result, your contribution may be reduced if you exceed the limit.

If you are considered "highly compensated" as defined by the Internal Revenue Service, you may have additional limitations. You will be notified if you are affected by these limitations.

PUERTO RICO BASED EMPLOYEES (except Flight Personal who are taxed where they reside)

The Puerto Rico government limits how much you may contribute annually on a Before-tax basis. The limit for 2009 is the lesser of 100% of compensation or $9,000; this amount will increase by $1,000 in 2011. In 2013, it will increase by $2,000, to reach its new level of $12,000.

If you are or will be age 50 or older before the end of the Plan Year, you may also make a Catch-Up Contribution. The catch-up amount for 2008 is an additional $1,000 and is subject to change annually.

In addition to the limit stated above the government also limits how much you may contribute on an After-tax basis. The limit for 2008 is 10% of compensation; this amount is subject to change annually.

Puerto Rico law prohibits employees subject to income tax under the provisions of the Puerto Rico Income Tax Act from making Designated Roth 401(k) contributions

If you are considered "highly compensated" as defined by the Internal Revenue Service, you may have additional limitations. You will be notified if you are affected by these limitations.

Plan Accounts

Generally, your Employee Contribution will be maintained in four accounts under the Plan – a Before-Tax Contribution account, a Designated Roth 401(k) Contribution account, an After-Tax Contribution account and Rollover accounts. (If applicable to you, a Company Matching Contribution account may also be maintained.) The Plan Administrator may establish additional accounts as it deems necessary.

Contribution Changes

You may visit the website at www.retireonline.com or call the $uper $aver Service Line at 1-800-345-2345 to change your contribution rate, stop or resume contributions. Once you make your election, your contribution rate change will be effective with the next administratively feasible payroll.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), you are entitled to make-up contributions to the $uper $aver Plan which could have been made had you not been away on military leave. You must notify the company of your intent to make-up these contributions after your return to work.

INVESTMENTS

You have a number of investment options from which to choose when deciding how to invest your account balance. All investment options in the $uper $aver Plan are unitized. Each investment option is a unitized investment account created specifically for the $uper $aver – 401(k) Plan. Using this accounting method, a participant owns units of the investment option which invest primarily in shares of the underlying mutual fund. On a daily basis each unit may be charged an accrual for its proportional amount of Plan expenses. The price of a unit may vary due to changes in the price of the mutual fund and due to the daily accrual for Plan expenses. You will find descriptions of each investment option on the $uper $aver website at www.retireonline.com.

Each option has a set of characteristics – its investment objective and strategy – which sets it apart from the others. By comparing the differences, you can find the investment options that best meet your goal. Keep in mind that a "diversified" portfolio – one that spreads money across different types of investments – can help you weather market ups and downs. However, diversification is not a guarantee against a loss.

Generally, you may choose to invest 100% in one fund or divide your contributions among the options in increments of 1%. However, there are limits on the Emerging Market options and the Science and Technology option because of potential volatility. That is why the Plan places limits on your Investment Elections for future contributions (up to 10% of future contributions) and Rebalance allocations (up to 10% of existing account balance). The limits on the Emerging Market options are separate from the limits on the Science and Technology option. These limits also apply to amounts you rollover into your account from a prior plan. You will not need to reallocate your account if your balance in these funds increases, as a result of earnings, beyond the 10% limit.

You may want to consider using the financial advice tools (Personal Online Advice, Personal Asset Manager describe on page 13) available within the Plan to help you to determine your investment strategy.

Default Option

If you fail to provide investment instructions directing the investment of any contributions to the Plan, such contributions shall be invested in the Qualified Default Investment Alterative (QDIA). The Plans' QDIA is the Moderate Pre-Mixed Portfolio.

The Value of Your Accounts

$uper $aver is a daily valued plan, which means your Plan accounts are valued as of the close of business every business day that the New York Stock Exchange is open.

Quarterly account and on-demand statements are available to all participants on the $uper $aver website. An annual statement will be mailed to those participants who have not elected to receive them by electronic mail. Your statement will report:

- The opening balance of your accounts,
- Contributions and any loan repayments during the period reported,
- Earnings or losses on investments during the period reported,
- Withdrawals, loans and any transactions fees, and
- The closing balance of your accounts.

Investment Changes

You can change how you invest your *future* contributions or reallocate your *current* balances in the Plan.

Future Contribution Change

This affects where *future* contributions and loan repayments are invested. When you make a Future Contribution Change, it does not affect any money *currently* in your account. To do that, you must make a Fund-to Fund Transfer or Rebalance your account (see below). Change requests confirmed by 2:59 p.m. Central Time are processed on the day the call is received. Change requests confirmed at or after 3:00 p.m. Central Time are processed the following business day.

Investment Transfers

You can change your current balance either by doing a Fund-to-Fund Transfer or by Rebalancing your account. Participants are limited to two Investment Transfers per calendar month. (This limit of two transfers per month does not apply to transfers out of the Company Stock Option. If you have already made two Investment Transfers earlier in the calendar month and wish to transfer out of the Company Stock Option, you will need to call the JPMorgan Service Center and speak with a participant services representative.)

Fund-to-Fund Transfer

A Fund-to-Fund Transfer allows you to transfer specific amounts from one investment to another. When you make a Fund-to-Fund Transfer, the investment of your *future* contributions are not affected. If you complete your transfer on a business day by 2:59 p.m. Central Time, the transfer is processed on the day the transfer is made based on the closing prices on that day. Transfer requests confirmed at or after 3:00 p.m. Central Time are processed the following business day based on the closing price on that day.

Rebalance Your Account

A Rebalance of your account will change how your current account balance is invested. When you Rebalance your account, the investment of your *future* contributions are not affected. If you complete your rebalance request on a business day by 2:59 p.m. Central Time, the request is processed on the day the request is made based on the closing prices on that day. Requests confirmed at or after 3:00 p.m. Central Time are processed the following business day based on the closing price on that day.

Transfer Restriction Rules

The transfer restriction rule applies when a participant transfers into one of the applicable $uper $aver options and then transfers out of it within 90 days. When this happens, the participant must wait at least 90 days to transfer back into the same option (excluding contributions made through payroll deductions, loan repayments or rollovers). This restriction will be based on a rolling 90-day period.

Redemption Fees

Redemption fees are charged by fund companies to help offset the costs of frequent trading into and out of certain funds. Frequent trading can disrupt a fund's performance and create additional costs for shareholders.

Each fund company determines which of its funds will charge redemption fees, then JPMorgan collects the fees and returns them directly to the fund company. The fund company then places those dollars directly into the affected fund to help offset the cost of frequent trading.

Redemption fees are calculated on a percentage basis, based on the value of each trade.

Holding period requirements –

- You will be charged a redemption fee if you sell your units in an option before the fund's holding period requirement is met. Each fund company determines the length of the holding period for each of its funds.
- Holding periods are calculated using calendar days and include the day you make the trade. For example, if you purchased units on a Monday and sold them the following Monday, you held units for eight days.
- If you keep your dollars invested in an option and meet the fund's holding period requirement, you will not be charged a redemption fee.

The follow chart references the Transfer Restriction, Transfer Holding Period, Redemption Fee Holding Period and Redemption fee for the options in the $uper $aver Plan, as of the printing of this document. The information is subject to change at the request of the fund company; please refer to the JPMorgan website for the most current information.

Option	Transfer Restriction	Transfer Holding Period	Redemption Fee Holding Period	Redemption Fee
AA Federal Credit Union	N/A	N/A	N/A	N/A
American Beacon International Equity Index	X	90 Days	90 Days	2%
American Beacon Emerging Markets	X	90 Days	90 Days	2%
American Beacon Mid-Cap Value	X	90 Days	180 Days	2%
American Beacon Large Cap Value	X	90 Days	N/A	N/A
American Beacon Short-term Bond	X	90 Days	N/A	N/A

American Beacon Balanced	**X**	**90 Days**	**N/A**	**N/A**
American Beacon Intermediate Bond	**X**	**90 Days**	**N/A**	**N/A**
American Beacon S&P 500 Index	**X**	**90 Days**	**N/A**	**N/A**
American Beacon Large Cap Growth	**X**	**90 Days**	**N/A**	**N/A**
American Beacon Small Cap Index	**X**	**90 Days**	**N/A**	**N/A**
American Beacon International Equity	**X**	**90 Days**	**N/A**	**N/A**
American Beacon Small Cap Value	**X**	**90 Days**	**N/A**	**N/A**
American Beacon High Yield Bond	**X**	**90 Days**	**N/A**	**N/A**
American Beacon Treasury Inflation Protected Securities	**X**	**90 Days**	**N/A**	**N/A**
Dodge & Cox Stock	**X**	**90 Days**	**N/A**	**N/A**
Dreyfus Founders Discovery	**N/A**	**N/A**	**N/A**	**N/A**
Dreyfus Midcap Value	**X**	**90 Days**	**N/A**	**N/A**
Dreyfus Emerging Markets	**X**	**90 Days**	**60 Days**	**2%**
Fidelity Diversified International	**X**	**90 Days**	**30 Days**	**1%**
Fidelity Puritan	**X**	**90 Days**	**N/A**	**N/A**
Fidelity US Bond Index	**X**	**90 Days**	**N/A**	**N/A**
Janus	**X**	**90 Days**	**N/A**	**N/A**
Perkins Small Cap Value	**X**	**90 Days**	**N/A**	**N/A**
T Rowe Price High Yield	**X**	**90 Days**	**30 Days**	**1%**
T Rowe Price Mid Cap Growth	**X**	**90 Days**	**N/A**	**N/A**
T Rowe Price New Horizons	**X**	**90 Days**	**N/A**	**N/A**
T Rowe Price Science & Technology	**X**	**90 Days**	**N/A**	**N/A**
Company Stock	**N/A**	**N/A**	**N/A**	**N/A**
Aggressive Pre-mixed Portfolio	**N/A**	**N/A**	**N/A**	**N/A**
Moderate Pre-mixed Portfolio	**N/A**	**N/A**	**N/A**	**N/A**
Conservative Pre-mixed Portfolio	**N/A**	**N/A**	**N/A**	**N/A**

Investment Advice

You have access to two services through JPMorgan that can help you take better advantage of your $uper $aver account; Personal Asset Manager and Personal Online Advisor.

Personal Asset Manager

Personal Asset Manager provides professional, ongoing management for your existing $uper $aver – 401(k) Plan account. A team of investment professionals carefully analyzes the investment option in the Plan and creates a program that provides a customized investment strategy based on your retirement horizon and financial profile. The Personal Asset Manager program handles all the transactions to put the new strategy into action, and then continues to manage your account on an ongoing basis to keep you on track.

Personal Asset Manager is affordable and easy. The fee is 0.45%* of your account balance per year. For example, if you have $10,000 in your account, you receive professional management for about $4.00 a month.

* Discounts available for accounts over $100,000. Please call JPMorgan at 800-345-2345 for more details.

Personal Online Advisor

Personal Online Advisor is easy to use and is offered at no additional cost to you. It provides a step-by-step action plan that shows which investments to choose and how much to invest in each one. This advice is objective, clear, and customized to the Plan and your financial goals.

Personal Online Advisor can let you know how your retirement investments are doing, and help you understand how much your account might be worth when you retire. A personalized forecast showing the estimated amount you may have for retirement and your likelihood of reaching your desired retirement income goal is available every time you log on.

Personal Inline Advisor helps you stay on track to meet your financial goals, with regular e-mail Progress Reports. When there's something you can do to improve the estimate amount you may have for retirement, you'll receive an Advice Light alert with a link to quickly get updated advice.

Both services can be accessed on the $uper $aver web site at www.retireonline.com.

ACCESSING YOUR MONEY

This Plan is a way to build your investment for the future. But what happens if you need money today or tomorrow? One of the features of a 401(k) plan that is attractive to many people is the accessibility to their money. With certain limitations, you may borrow from the Plan or, if necessary, you may even be able to withdraw money.

Loans

You may borrow from the Plan and pay yourself back with interest. Loans are paid back with after-tax dollars by payroll deduction for active employees; by cashier check, money order or ACH debit for employees on furlough, leave of absence or retired. Active or furloughed employees may have up to two loans outstanding at any time. Employees who are on leave may have one loan. Participants who have terminated employment or retired may not initiate a new loan.

The advantage of taking a loan over a withdrawal is that you avoid paying Federal income taxes and additional early withdrawal tax penalties on the loaned amount provided that you repay the loan according to the loan terms you agree to at the time of your loan request.

Federal law limits the amount of a loan to the lesser of 50% of your vested account balance or $50,000. Each of these limits is further reduced by the amount of your highest outstanding loan balance during the one-year period ending on the day before the loan effective date.

If you have an outstanding loan and want a new loan, or you have repaid a loan within the 12 months preceding your request for a new loan, the loan amount is determined as demonstrated in the following examples.

Example 1: Michael, whose vested account balance is $150,000, has a $20,000 loan balance currently. The highest outstanding loan balance for the prior 12-month period is $28,000. Michael's nontaxable loan limit is calculated as follows:

Limited to $50,000 reduced by:

Highest outstanding balance for prior 12 months ($28,000)
Less
Outstanding balance on the date of the new loan ($20,000) = $8,000

Therefore, Michael could borrow up to $22,000, calculated as $50,000 – $8,000 – his outstanding loan balance ($20,000) = $22,000

Example 1: Linda, whose vested account balance is $150,000, has repaid her outstanding loan. Her highest outstanding loan balance for the prior 12-month period was $28,000. Linda's nontaxable loan limit is calculated as follows:

Limited to $50,000 reduced by:

Highest outstanding balance for prior 12 months ($28,000)
Less
Outstanding balance on the date of the new loan ($0.00) = $28,000

Therefore, Linda could borrow up to $22,000, calculated as $50,000 – $28,000 = $22,000

You may take up to 54 months to pay back a loan. You may take longer – up to 15 years – to repay a loan for the construction or purchase of your primary residence. (You may only have one "primary residence" loan outstanding at any time.) To be approved for a repayment period of more than 5 years, you must provide documentation – such as an executed current sales contract – showing that the money will be used to purchase your primary residence. The home loan provision does not include refinancing a current mortgage, home improvement loans, or reimbursement of personal funds that were used for a previous home purchase.

Repayments, including interest, are:

- Deducted from your pay with after-tax dollars,
- Credited to the account from which your loan was taken (before-tax, designated Roth 401(k), after-tax, company matching contributions or rollover accounts), and
- Invested in the same investment options and in the same proportion that your current contributions are directed.

If you are unable to make payments on your loan through payroll deductions, (perhaps you are on an unpaid leave of absence or your paycheck is not large enough to cover the loan payment), you must continue making loan payments by sending the monthly payment amount directly to the $uper $aver Service Center (see Plan Administrator information for $uper $aver Service Center address). Partial payments will not be accepted.

If you miss loan payment terms for 90 days, your loan will be subject to default. When a loan defaults, you owe taxes on the amount of the default for the tax year in which the default occurs. If your loan included portions from your Designated Roth 401(k) contribution account and there is a default resulting in a deemed distribution, the earnings portion of the deemed distribution will be taxed. A deemed distribution can never be considered a qualified Designated Roth 401(k) distribution.

If you are an active employee, your defaulted loan will remain as an outstanding loan on your account, and you will not be able to take another loan. If you default on two loans, you will not be eligible for any future loans unless both defaults are paid in full. If you default on one loan, and have a second loan outstanding, you cannot take another loan until the defaulted loan is paid in full.

You may pay back the amount of the default if you are an active employee and thereby clear the default from your account. If you are a former employee, you may not repay your defaulted amount.

If you are an active Employee, you may continue to make regular contributions to the Plan while you have outstanding loans.

The interest rate for Plan loans is the prime rate published in the Wall Street Journal on the 1st business day of each month. This interest rate may be reviewed and amended by the Pension Benefits Administration Committee (PBAC) at any time. However, once a loan is issued, the rate stays the same for the entire term of the loan.

To initiate a loan, visit the $uper $aver website at www.retireonline.com or call the $uper $aver Service Line. The website or the Service Line will prompt you to enter the loan terms you prefer. If you are requesting a non-residential loan (a loan for a term of 54 months or less) and your loan does not require spousal consent, your loan will be processed and mailed to the address you have on file within 2 business days. A Loan Disclosure Statement will be mailed to you the next business day. You will not need to sign any paperwork before receiving the loan check.

A $50 administrative fee will be charged to your account for each loan issued. For additional information concerning loans, call the $uper $aver Center at 1-800-345-2345.

Loan Repayments during Military Leave of Absence

USERRA allows loan payments to be suspended during military leave and the loan term to be extended by the period of the leave. Additionally, it requires that interest accrue during the leave and that payments resume upon return to employment.   Further, loan payments upon resumption must be at least as large and as frequent as prior to the leave, and the loan must be paid off by the period that includes the original term plus the period of military leave.

Participants who want to make loan payments during their military leave should contact JPMorgan at 800.345.2345, for their payment amount and the address to send the checks.

In-Service Withdrawals

You should consult a tax advisor before taking any distribution from the Plan.

You may withdraw your After-Tax Contributions at any time. A portion of any withdrawal on money deposited after December 31, 1986 will be considered taxable earnings. A 20% mandatory Federal withholding will apply to the taxable amount (earnings on the After-tax Contributions). An additional 10% penalty tax will generally apply if you have not reached age 59½.

After you have withdrawn all you are permitted from your After-tax Contribution account, you may withdraw money from your Rollover Contribution account. A 20% mandatory Federal withholding from the taxable amount you request will apply. An additional 10% penalty tax will generally apply if you have not reached age 59½.

You may make a withdrawal of all or any portion of your vested account balance *after* you reach age 59½. Distributions from all of your accounts in the Plan, except the portion of your After-Tax Contribution account that is attributable to your employee contributions, are subject to taxation.

To make a withdrawal request, contact the $uper $aver Service Center. Upon approval of your request by the Plan Administrator, your check will be mailed the next business day.

You may postpone paying taxes on the taxable amounts described above if you roll those amounts over to an Individual Retirement Account (IRA) or, another employer's qualified plan (if allowed by that plan) within 60 days of distribution. To avoid mandatory 20% withholding and the additional penalty, your check will be made payable to the IRA or the employer's plan and sent to you for delivery. Call the $uper $aver Service Center for more details.

Hardship Withdrawals

You may withdraw your before-tax savings if you have a severe financial hardship that is approved by the Plan Administrator. The amount withdrawn may not exceed the amount required to meet the immediate financial need. You will be asked for proper documentation to ensure eligibility for a hardship distribution.

You are considered to have a financial hardship if you need the money to:

- Pay expenses for (or necessary to obtain) medical care that would be deductible under the IRS Code, incurred by you, your spouse or designated beneficiary or any dependents, or,

- Cost directly related to the purchase of your primary residence (excluding mortgage payment), or
- Pay tuition, related educational fees and room and board expenses for the next year of post-secondary education for you, your spouse or designated beneficiary or your dependents, or
- Prevent eviction from or foreclosure on your principal residence, or
- Pay for burial or funeral expenses for your deceased parents, spouse, designated beneficiary, children or dependents, or
- Pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the IRS Code.

You will be required withdraw the maximum amount available to you under any other qualified plan maintained by an Affiliated Company; and have taken out the maximum loan amount, to the extent such loan does not cause a counterproductive action.

You will be asked to provide the following documentation of your financial need:

Documentation of medical care: Copies of doctor, pharmacy and/or hospital bills that clearly state:

- Patient's name, date of service, and amount due not covered by insurance.
- An itemized bill with a current date; generally, bills dated more than 120 days previous will not be accepted; the date of the actual medical service may be older.
- A current explanation of benefits that clearly states the patients' responsibility.
- Medical care must be for a "medical necessity" as defined in Internal Revenue Code §213(d). Cosmetic surgery is generally not considered a "medical necessity" for hardship withdrawal purposes, unless it is correction of a deformity related to a congenital abnormality, a disfiguring disease, or a personal injury resulting from an accident or trauma.

Documentation of principal residence purchase: Examples of documentation include an estimated closing statement or good faith estimate prepared by the Mortgage Company or bank.
Documentation must include the following:

- Your name as the buyer,
- Address of new residence,
- Your signature, and
- Amount of money you must bring to closing.

Documentation for post-secondary education: Copy of registrar's statement from the post-secondary school with

- Student's name and,
- Dates of the school term.
- Tuition amounts owed for current term up to and including the next 12 months; these must be current charges and not estimates.
- Any related educational fees (i.e. lab fees); charges for books are not appropriate related educational fees.
- Any room and board expenses; room and board must be provided by the postsecondary institution.

Documentation of eviction/foreclosure: Copy of the eviction notice, foreclosure notice, court order or letter from your landlord, bank or other financial institution clearly stating eviction/foreclosure is pending unless a specific payment amount is received by a specific date.

- Letters from your landlord, bank or financial institution must be on business letterhead.
- We cannot accept bankruptcy and tax sale notices.

Please note: In certain instances, the Soldier's and Sailors' Civil Relief Act of 1940 prevents eviction of dependents of persons in military service if the monthly rent does not exceed $1,200. Further this law can prevent the sale, foreclosure or seizure for nonpayment of any real or personal property that was owned by a person in military service at the commencement of the period of military leave. The foreclosure prevention period extends three months past the end of the period of military leave.

Documentation of funeral expenses: Copy of the invoice from the funeral home or other service provider. You will also need to supply a death certificate or other proof of the deceased's relationship to you.

Documentation of Repair to Damage to Principal Residence: Copies of estimates or bills that clearly state:

- Address of principal residence
- You as the owner
- Damage sustained
- Cost of subsequent repair

Your request must qualify as a casualty deduction under §165 of the Internal Revenue Code. It is recommended that you seek professional tax advice to determine if your claim is eligible. By completing a hardship withdrawal request you are acknowledging that the plan may solely rely on your determination that this request qualifies as a casualty deduction under §165 of the Internal Revenue Code.

If you make a hardship withdrawal, you will not be allowed to contribute to any Company or affiliate-sponsored retirement, deferred compensation or other similar plan for 6 months. This includes the following plans:

- $uper $aver (both Before-tax / Designated Roth 401(k) and After-tax), or
- Any other Company or affiliate-provided pension/deferred compensation plan that requires or allows you to contribute or defer wages.

When your 6 month suspension period is over, you may resume your contributions to the Plan by accessing the $uper $aver website or calling the $uper $aver Service Center.

Distributions

You or your Designated Beneficiary may receive a total distribution of the full value of your contributions to your $uper $aver account in the event of:

- Retirement
- Disability
- Termination of your employment for any reason, or
- Death.

There is a 60-day validation period for all distributions. A validation period is a number of days that must pass after a participant's termination date before a distribution may be requested or before installments may be initiated. The validation period does not apply or impact the functionality for loans or in-service withdrawals.

There may be an IRS penalty if you receive a distribution from your Before-Tax Contribution, Designated Roth 401(k) Contribution and Company Matching Contribution accounts before age 59½ if you do not roll those amounts over into an IRA or another employer's qualified plan. If you terminate employment or retire at age 55 or later, you may be able to receive a distribution with no penalty.

If you retire or terminate, you may choose to receive your distribution in the form of periodic payments instead of a lump sum payment. You can take periodic payments in two ways:

- Receive regular payments by requesting a periodic installment, or
- Receive portions of your account by requesting a partial distribution.

If you need to make a distribution request, visit the $uper $aver website or call the $uper $aver Center. Once requests are approved and processed, a check is mailed the next business day to the home address on file with the $uper $aver Center.

If you die before the value of your accounts is paid to you, the total value of your accounts will be paid in accordance with your Beneficiary designation. Rollovers allowed as described below.

If the value of your account is more than $1,000, you may choose to receive your distribution when you terminate your employment or you may choose to postpone payment and leave the money in the Plan. Regardless of whether you are still employed, you must begin receiving payments when you reach age 70½.

If the value of your account is $1,000 or less and you are a terminated participant, you will receive your account balance in a lump-sum check. $uper $aver will notify you before you are actually cashed out in order to give you an opportunity to roll over your balances to an Individual Retirement Account (IRA) or another employer's qualified retirement plan.

Generally, you will pay ordinary income taxes on the taxable value of your account, including your before-tax savings, matching contributions (if applicable), rollovers, and any earnings you receive from the Plan.

You or your Beneficiary may postpone paying taxes if you or your Beneficiary elects to roll over your account balance directly to an Eligible Retirement Plan (or to an Individual Retirement Account (IRA) if a non-spousal Beneficiary) within 60 days of distribution. To avoid mandatory 20% Federal withholding tax, your check will be made payable to the Eligible Retirement Plan or Individual Retirement Account (IRA).

In addition to Federal and possibly state income taxes, you are generally subject to an additional 10% penalty unless the distribution is made:

- Due to retirement or termination at age 55 or over,
- After attainment of age 59½,
- Due to Disability or death,
- For deductible medical expenses, or
- To an alternate payee as a result of a qualified domestic relations order.

Qualified Designated Roth 401(k) Distribution – A distribution from your Designated Roth 401(k) account will be considered qualified if it meets the following conditions:

- The distribution is made on account of the participant's death, disability, or attainment of age 59 ½, and
- The distribution is made five years or more after January 1 of the first year you made a Designated Roth 401(k) contribution into the Plan.

Because Federal guidelines are complicated and subject to change, you should consult a tax advisor before receiving a payment from the Plan.

Defer Payment

You can defer payment until age 70 ½. If you do not make an election by the time you reach age 70 ½, your vested account balance will be paid under the minimum distribution rules. The Plan Trustee will hold your entire account balance until distribution. Until your account is distributed, you can still direct your investments and choose from the same investment options as active participants.

$UPER $AVER PLUS AND THE AMR EAGLE PENSION PROGRAM

The $uper $aver Plan has two company matching programs -- $uper $aver Plus for certain American Airlines Participants *and* the AMR Eagle Pension Program for American Eagle Participants. Both are described below:

Eligibility

$uper $aver Plus – for American Airlines Participants

Certain participants in $uper $aver are eligible for $uper $aver Plus, a special feature which provides Company Matching Contributions. Eligibility for $uper $aver Plus depends on the workgroup in which you are employed.

Generally, you are eligible for Company Matching Contributions if you:

- Are a regular American Airlines agent, reservations representative, support staff or management employee on the U.S. payroll, which includes Puerto Rico and the U.S. Virgin Islands,
- Have at least one year of Eligibility Service (see below), and,
- Are not accruing Credited Service under the traditional Pension Plan for the same period of time.

If you are eligible, your participation in $uper $aver Plus will begin on the first day of the month following the later of:

- The day you become eligible to receive the Company Matching Contribution (generally the first day of the month after you complete one year of Eligibility Service), or
- The day you enroll in the Plan.

You receive one year of Eligibility Service when you complete the required number of hours for your workgroup during a 12-month period of service with an Affiliated Employer, commencing on the date you first perform an hour of service, and for each Plan Year thereafter, commencing with the first day of the Plan Year that includes the anniversary of the date stated above. You may have previously met this requirement as a result of prior service with the Company.

Years of Choice – 2000, 2001 and 2002

During 2000, all regular American Airlines agents, reservations representatives, support staff and management employees were given a special one-time opportunity to choose the company-provided retirement plan they preferred. They could choose to either:

- Accrue a benefit in the traditional Pension Plan, or
- Participate in the $uper $aver Plus Plan, and receive a Company Matching Contribution on their eligible contributions.

During 2001, all new employees, along with existing employees who joined an eligible workgroup during the year, were given the same opportunity to choose their company-provided retirement plan. They could choose to either:

- Accrue a benefit in the traditional Pension Plan, or
- Participate in the $uper $aver Plus, and receive a Company Matching Contribution on their eligible contributions.

Employees, who were given the choice in 2000 and 2001 and failed to submit a positive election form, defaulted to the company-provided retirement plan as follows:

- If hired or re-employed on or before December 31, 1999 defaulted to the traditional pension plan
- If hired or re-employed on or after January 1, 2000 defaulted to $uper $aver Plus

During 2002, all former TWA LLC agents, reservations representatives, support staff and management employees who became American Airlines employee effective January 1, 2002, were given a special one-time opportunity to choose the company-provided retirement plan they preferred. They could choose to either:

- Accrue a benefit in the traditional Pension Plan, or
- Participate in $uper $aver Plus, and receive a Company Matching Contribution on their eligible contributions.

Employees, who were given the choice in 2002 failed to submit a positive election form, defaulted to $uper $aver Plus.

However, once an employee made a retirement plan choice, that choice became final – even if the employee leaves the eligible workgroup and returns at a later date.

AMR Eagle Pension Program – for American Eagle Participants

American Eagle regular full-time and part-time employees on the U.S. payroll, which includes Puerto Rico and the U.S. Virgin Islands, are eligible for a Company Matching Contribution after completing one year of Eligibility Service. The percent of match depends on the employee's workgroup and years of service (see page 12).

If you are eligible, your participation in the AMR Eagle Pension Program will begin on the first day of the month following the later of:

- The day you become eligible to receive the Company Matching Contribution (generally the first day of the month after you complete one year of Eligibility Service), or
- The day you enroll in the Plan.

You receive one year of Eligibility Service when you have worked a minimum number of hours during a defined 12-month period (425 for pilots and flight attendants, 1,000 for all other workgroups). You may have previously met this requirement as a result of prior service with the Company. Eligibility Service is only required to receive the Company Matching Contribution. As mentioned earlier, you may begin contributing to the $uper $aver Plan on a Before-tax, Designated Roth 401(k) and/or After-tax basis as soon as you enroll in the Plan.

MATCHING CONTRIBUTIONS

$uper $aver Plus – for American Airlines Participants

If eligible for $uper $aver Plus you will receive a Company Matching Contribution when you make Before-tax and/or Roth 401(k) contributions to the Plan. American Airlines will match your Before-tax and/or Roth 401(k) contributions to $uper $aver on a dollar-for-dollar basis – up to 5.5% of your Pensionable Pay. Pensionable Pay does not include certain types of earnings, such as AIP Award, profit sharing, overtime or shift differential.

$uper $aver Plus is designed to help you build retirement income while providing you with flexibility and control of your investments. As with your before-tax contributions, Federal income taxes on any company matching contributions credited to your account (adjusted for earnings or losses) are deferred until you actually receive a distribution from the Plan.

If you continue to accrue Credited Service in the traditional Pension Plan offered by American Airlines, you are not eligible for $uper $aver Plus. However, you can participate in the $uper $aver Plan and take advantage of the Before-tax, Designated Roth 401(k) and After-tax savings feature and other Plan provisions.

AMR Eagle Pension Program – for American Eagle Participants

If eligible for the AMR Eagle Pension Program you will receive a Company Matching Contribution when you make Before-tax and/or Roth 401(k) contributions to the plan, as outlined below:

- Employees (except those noted below) with:
    - Fewer than 10 years of service with the employer are eligible for a company match contribution equal to 50% of the first 6% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Roth 401(k) basis, or
    - With ten or more years of service with the employer are eligible for a company match contribution equal to 50% of the first 8% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Roth 401(k) basis.
- Employees employed as a Pilot covered by the Agreement between Eagle and ALPA; employees employed as an Aviation Maintenance & Related employee or Dispatcher covered by the Agreements between Eagle and TWU; employees employed by Eagle Aviation Services, Inc. as a Maintenance & Related employee; employees employed as a Fleet Service Clerk covered by the Agreement between Eagle and TWU; and Supervisory Pilots on the ALPA seniority list with:
    - One but less that five years of service with the employer are eligible for a company match contribution equal to 50% of up to 7% for a maximum of 3.5% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis, or
    - Five but less than 10 years of service with the employer are eligible for a company match contribution equal to 75% of up to 7% for a maximum of 5.25% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis, or
    - Ten but less than 15 years of service with the employer are eligible for a company match contribution equal to 80% of up to 8% for a maximum of 6.4% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis, or
    - Fifteen but less than 20 years of service with the employer are eligible for a company match contribution equal to 87.5% of up to 8% for a maximum of 7% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis, or
    - Twenty or more years of service with the employer are eligible for a company match contribution equal to 100% of up to the first 8% of the employee’s compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis.

- Employees employed as a Flight Attendant covered by the Agreement between Eagle and the AFA with:
    - One but less than 10 years of service with the employer are eligible for a match equal to 54% of up to the first 6% for a maximum of 3.25% of the employee's compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis, or
    - Ten or more years of service with the employer are eligible for a match equal to 61% of up to the first 7% for a maximum of 4.25% of the employee's compensation that he or she has elected to contribute on a before-tax and/or Designated Roth 401(k) basis.

Important Information for both $uper $aver Plus & AMR Eagle Pension Program participants

- The employee's Pensionable Pay or eligible compensation does not include all earnings or income of the employee as further set forth in the $uper $aver - 401(k) plan.
- You receive a Company Matching Contribution only if you make Before-tax and/or Designated Roth 401(k) contributions to the Plan.
- No match will be given on regular After-tax contributions.
- Company matching contributions are invested in accordance with your elections and in the same option(s) and same proportion as your personal contributions to the Plan.
- The value of your contributions and the Company Matching Contribution will depend on the actual investment returns on your personal investment choices.

VESTING

Vesting applies to you only if you are eligible for the Company Matching Contribution through either $uper $aver Plus or the AMR Eagle Pension Program.

You are always vested in the current value of your Before-tax contributions, Designated Roth 401(k) contributions, After-tax contributions and Rollover contributions to the Plan (adjusted for earnings or losses).

You become vested in your Company Matching Contribution account after you complete three (3) years of Vesting Service with either American Airlines or American Eagle or you reach age 65, whichever occurs first.

If you are an American Airlines employee, you earn a year of Vesting Service for each calendar year in which you are credited with at least 1,000 Hours of Service. Hours of Service include each hour for which you are either paid – directly or indirectly or entitled to be paid.

If you are an American Eagle ground employee, you earn a year of Vesting Service for each calendar year in which you are credited with at least 1,000 Hours of Service. *If you are an American Eagle pilot or flight attendant*, you earn a year of Vesting Service for each calendar year in which you are credited with at least 425 Hours of Service.

Generally, if you terminate your employment before becoming vested in your Company Match Contribution Account (adjusted for earnings or losses), you lose – "forfeit" – those amounts.

Notwithstanding the above, you will become fully vested in your Company Match Contribution Account upon the occurrence, while employed by an Affiliated Company, of any of the following events, whether or not you have completed the years of Vesting Service required for full vesting:

- You attained your Normal Retirement Date; or
- You meet the Plans Disability requirements; or
- Death

The following information pertains to all participants in the $uper $aver Plan

ADMINISTRATIVE INFORMATION

Your ERISA Rights

As a participant in $uper $aver, A 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- **Receive Information about Your Plan and Benefits**
  - Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
  - Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- **Prudent Actions by Plan Fiduciaries**

  In addition to creating rights for plan participants ERISA imposes duties upon those who are responsible for the operation of the employee benefit plan. The "fiduciaries" of the plan have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.
- **Enforce Your Rights**

  If your claim for benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

  Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may if you disagree, after exhausting your administrative appeals, file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court after you have exhausted the plan's administrative appeals. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court after you have exhausted the plan's administrative appeals. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

- **Assistance with Your Questions**

  If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Non-Assignment of Plan Benefits

To protect the interests of you and your Beneficiary, generally, no amount payable under the Plan can be assigned, pledged, encumbered, seized, attached or garnished, or subjected to your debts or other liabilities – either voluntarily or involuntarily.

The exceptions to this rule are in the cases of:

- Federal tax levies and judgments,
- Certain judgments, orders, decrees and settlement agreements, and
- Qualified Domestic Relations Orders (QDROs).

You will be notified when the Plan receives notice of such an event.

Qualified Domestic Relations Order

A QDRO is a legal judgment, decree, or order that recognizes the marital property rights or support entitlements of a spouse, former spouse or dependent of a Participant. These individuals are known as "alternate payees".

If you become legally separated or divorced, some or all of your benefits under the Plan may be assigned to an alternate payee to satisfy a legal obligation you may have in conjunction with your legal separation or divorce.

A QDRO must meet specific legal requirements to enable the Plan Administrator to divide the pension benefit. Also, the order must meet certain guidelines regarding the amount and timing of payments.

The Pension Benefits Administration Committee has established a set of written QDRO Procedures that may be obtained from the Plan Administrator free of charge upon request. These procedures are used by the Plan Administrator and Pension Benefits Administration Committee in interpreting and administering QDROs.

It is important that you, your attorney, or the court immediately provide the Pension Benefits Administration Committee with any domestic relations court order that assigns any part of your benefits to an alternate payee.

If the Plan is prevented from honoring a court order because you fail to provide the Committee with a copy of the order and any other information requested by the Committee, you must resolve any resulting problems with the court.

If a Designated Roth 401(k) contribution account is allocated in part to an alternate payee pursuant to a QDRO, each account established will be allocated a proportionate share of contributions and earnings. The participant's five year holding period will apply to any alternate payee account.

Top Heavy Requirements

Tax laws require the Plan to include provisions that would take effect if it becomes "top heavy." A plan is considered top heavy if 60% or more of the value of all Plan benefits are payable to a small group of key employees. A more detailed explanation of these provisions will be provided, if necessary.

Future of the Plan

American Airlines expects to continue the Plan indefinitely, but an unqualified commitment to continue the Plan without modification is not possible. Therefore, the Company reserves the right to change, amend, or discontinue the Plan at any time.

This Plan is designed for the benefit of Plan participants. If the Plan were ever discontinued, every actively employed participant would immediately become vested in his or her Matching Contribution account.

The Plan cannot guarantee a specific benefit amount. The final benefit depends on the value of your accounts at the time of distribution. The Pension Benefit Guaranty Corporation does not insure this Plan.

Type of Plan

$uper $aver, a 401(k) Capital Accumulation is a defined contribution 401(k) plan providing savings opportunities for eligible employees. Benefits are based on amounts you contribute and investment gains and losses. In addition, participants meeting certain eligibility requirements, may also be entitled to a Matching Contribution (from $uper $aver Plus and/or the American Eagle program).

Plan Sponsor

The Plan Sponsor is American Airlines, Inc. American Airlines can be reached at:

American Airlines, Inc.
Human Resources
Employee Services
Mail Drop 5141 – HDQ
P. O. Box 619616
Dallas/Fort Worth Airport, TX 75261-9616
Toll Free at 1-800-447-2000

Plan Administrator

The Plan Administrator is American Airlines, Inc. You can reach the Plan Administrator by writing to the address above.

American Airlines carries out its responsibilities as Plan Administrator through three committees: the Benefits Strategy Committee ("BSC"), the Pension Asset Administration Committee ("PAAC") and the

Pension Benefits Administration Committee ("PBAC"). In addition, American Airlines has contracted with JPMorgan Retirement Plan Services to provide administrative services to the Plan.

The Benefits Strategy Committee's responsibilities include approving material amendments to the Plan, and appointing the members of the PAAC and PBAC. The PAAC's responsibilities include the selection and appointment of trustees and investment managers. The PBAC's responsibilities include general operation of the Plan, review of appealed claims, adoption of certain Plan amendments, and selection of administrative service providers.

J. P. Morgan Retirement Plan Services handles the day-to-day administration of the Plan, including providing the "800" $uper $aver Service Line, distributing and processing forms and other Plan information, providing personalized online account information and handling employee questions. The $uper $aver Service Center at 1-800-345-2345 will handle any questions you have. Employees may write to the **$uper $aver Service Center** at:

J. P. Morgan Retirement Plan Services
Attn: $uper $aver 401(k) Plan
P. O. Box 419784
Kansas City, MO 64141-6784

Agent for Service of Legal Process

The agent for service of legal process for the Plan is the Plan Sponsor.

Trust Fund

Trust assets are set aside for the exclusive benefit of the Plan participants and their beneficiaries. The trustee pays benefits to participants on request from the Plan Administrator. The Plan's trustee is:

JPMorgan Chase Bank
Investor Services
4 New York Plaza - 2nd Floor
New York, NY 10004

The name of the trust is the American Airlines, Inc. Savings Plan Trust.

IRS Approval

The Plan is subject to approval of the Internal Revenue Service, which makes possible certain tax advantages to you and the Company. If the Plan as described in this booklet is changed, you will be notified of the material changes.

Plan Year

The Plan and all Plan records are kept on a plan-year basis. The Plan Year is January 1 through December 31.

Plan Identification

The government has assigned an identification number to American Airlines and the Company, in turn, has assigned a Plan number to $uper $aver. These numbers are:

Employee Identification Number: 13-1502798

Plan Number: 013

Plan Documents

This booklet describes the highlights of the Plan. It is not a complete description. Full details are contained in the Plan document and trust agreement.

Company

For purposes of this Plan, Company means American Airlines, Inc., or any successor thereto.

Plan Expenses

On a daily basis each unit in an investment option may be charged an accrual for its proportional amount of Plan expense allowed by law. More detailed information can be found under the "Gross Expense Ratio %" column on the "Fund Information" page on the JPMorgan website. The "Gross Expense Ratio %" reports each investment option's total annual expense, including plan administration costs. Your individual account with the Plan may also be subject to other fees, such as redemption fees, loan set-up fees, etc.

Finality of Decisions

American Airlines has appointed the PBAC and given the PBAC the overall responsibility for administering the Plan. The primary responsibility of the PBAC is to interpret the terms and provisions of the Plan.

The PBAC has the express authority to interpret any provision of this Plan and to determine, in its sole discretion, the meaning and application of any such provision as to each participant or Beneficiary under the Plan, in accordance with the facts and circumstances of each particular claim. Except for the right of a participant or Beneficiary to appeal the denial of a claim, any decision or action of the PBAC, within its scope of authority, shall be final and binding on all persons claiming a right to benefits under the Plan. No benefit shall be payable under the Plan, unless the PBAC determines in its sole discretion that such benefit is payable under the terms of the Plan.

Amendment Process

The PBAC has the authority to make certain amendments to the Plan, and has the discretion to adopt such rules, forms, and procedures, it determines are necessary for the administration of the Plan according to its terms, applicable law, regulations, collective bargaining agreements, or to further the objectives of the Plan. The PBAC may take action during a meeting by a majority of its members present or by a unanimous decision taken without a meeting and filed with Chairman of the PBAC.

PBGC

Benefits under certain types of plans (pension-type plans) are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal government corporation. The benefits under this Plan are not insured by the PBGC, because that organization does not insure defined contribution plans. However, the benefits under this Plan are held in a trust on behalf of the participants.

Employment Status

The Plan is not a contract of employment or consideration for your employment. The Plan does not give you the right to be retained as an employee. All employees remain subject to termination, layoff, or discipline as if the Plan had not been put into effect.

Limited Benefits

The Plan is designed to provide benefits to eligible Plan participants. However, you should be aware of certain situations under which limited benefits or no benefits from the Plan will be paid:

- If the Plan investments decrease in value, the value of your Plan accounts will go down too.
- No contributions will be made to the Plan over the legally specified maximum limitations.
- If the rate of Before-tax, Designated Roth 401(k) and/or After-tax contributions of highly-compensated employees exceeds legally prescribed limitations, the IRS may require adjustments to the contributions of those employees, including any Company Matching Contributions that might otherwise be payable.
- If a Qualified Domestic Relations Order requires the Plan to set aside a portion of your benefit for payment to your spouse, ex-spouse or dependent, you will have no rights to that portion of the value of your Plan benefit.
- You are responsible for maintaining a current address and any current/updated Beneficiary information.

Applying for Benefits

You must apply for withdrawals, or other Plan distributions by making the appropriate request to the $uper $aver Service Center at 1-800-345-2345.

CLAIMS AND APPEAL PROCEDURES

Claims for benefits or a breach of fiduciary duty under the Plan, including appeals of adverse determinations, are divided, as required by the U.S. Department of Labor, into two general categories:

- Those claims and appeals that do not involve a Plan-based determination that you are Disabled, and
- Those claims and appeals that involve a Plan-based determination that you are Disabled.

A claim involves a determination of your Disability when the availability of a benefit is dependent on you being Disabled as determined by the Plan Administrator (or, in the case of an appeal of a finding that you are not Disabled by the PBAC).

Claims for Benefits (Not Involving Disability Determinations)

A claim for retirement benefits (other than a claim that you are Disabled) under the Plan must be submitted to the Plan Administrator at the time and in the manner prescribed by the Plan Administrator. If the Plan Administrator determines that you are not entitled to receive all or part of the benefits you claim, a notice will be provided to you within a reasonable period of time, but no later than 90 days from the day your claim was received by the Plan Administrator. This notice (which will be provided to you in writing by mail or hand delivery or through email) will describe:

- The Plan Administrator's determination,
- The basis for the determination (along with appropriate references to pertinent Plan provisions on which the denial is based),
- A description of any additional material or information necessary to perfect the claim and an explanation of why such material is necessary, and
- The procedure you must follow to obtain a review of the determination, including a description of the appeals procedure and your right to bring a cause of action for benefits under section 502(a) of ERISA. This notice will also, if appropriate, explain how you may properly complete your claim and why the submission of additional information may be necessary.

In certain instances, the Plan Administrator may not be able to make a determination within 90 days from the day your claim for benefits was submitted. In such situations, the Plan Administrator, in its sole and absolute discretion, may extend the 90-day period for up to 180 days, as long as the Plan Administrator provides you with a written notice within the initial 90-day period that explains:

- The reason for the extension, and
- The date on which a decision is expected.

Appeals (Not Involving Disability Determinations)

If your claim for benefits is denied, either in whole or in part, you may appeal the Plan Administrator's denial by requesting a review of your claim by the PBAC (or its delegate). The Plan Administrator must receive your written request for an appeal within 60 days of the date that you receive notice from the Plan Administrator denying your claim. As part of your appeal, you may submit written comments, documents, records and other information relating to your claim for benefits. You may also request reasonable access to, and copies of, all documents, records, and other information relevant to your claim. You will not be charged for this information. The PBAC's (or its delegate's) review of the Plan Administrator's adverse determination will take into account all comments, documents, records and other information you submitted, without regard to whether such information was submitted and considered in the Plan Administrator's initial determination of your claim.

If, after reviewing your appeal and any further information that you have submitted, the PBAC (or its delegate) denies your claim, either in whole or in part, a notice (which will be provided to you in writing by mail or hand delivery, or through email) will be provided to you within a reasonable period of time, but not later than 60 days from the day your request for a review was received by the Plan Administrator. In the event that an extension of time for processing is required, you will be provided a written notice of the extension not later than 60 days from the day your request for a review was received by the Plan Administrator. In such situations, the PBAC (or its delegate), in its sole and absolute discretion, may extend the 60-day period for up to 120 days, as long as the PBAC (or its delegate) provides you with written notice within the initial 60-day period that explains:

- The reason for the extension, and
- The date on which a decision is expected.

The notice describing the PBAC's (or its delegate's) decision will describe:

- The specific reason or reasons for its decision, including any adverse determinations,
- References to the specific Plan provisions on which the PBAC (or its delegate) based its determination,
- Your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim,
- A description of any voluntary appeals procedures, if any, and your right to obtain information about such procedures, and
- Your right to bring a cause of action for benefits under section 502(a) of ERISA.

Claims Involving Disability Determinations

If your claim for benefits under the Plan requires a determination by the Plan Administrator that you are Disabled, as defined under the terms of the Plan, you must submit your claim for a Disability retirement benefit to the Plan Administrator at the time and in the manner prescribed by the Plan Administrator.

If the Plan Administrator determines that you are not Disabled, the Plan Administrator will provide you a notice within a reasonable period of time, but no later than 45 days from the day your claim was received by the Plan Administrator. This notice will describe:

- A determination of whether you are Disabled,
- The basis for the Disability determination (along with appropriate references to pertinent Plan provisions on which the denial is based),
- A description of any additional material or information necessary to perfect your claim that you are Disabled and an explanation of why such material or information is necessary,
- The procedure you must follow to obtain a review of the Disability determination, including a description of the appeals procedure and your right to bring a cause of action for benefits under section 502(a) of ERISA,
- The specific rule, guideline, protocol or other similar criterion, if any, on which the Plan Administrator relied (or a statement that a copy of any such rule, guideline, protocol or other

similar criterion, if any, will be provided free of charge upon request) in making the determination of your Disability status under the Plan, and

- An explanation of the medical judgment for the determination, applying the terms of the Plan to your circumstances (or a statement that such information will be provided free of charge upon request).

In certain instances, the Plan Administrator may not be able to make a determination within 45 days from the day you submit your claim that you are Disabled under the terms of the Plan. In such situations, the Plan Administrator, in its sole discretion, may extend the 45-day period for up to 30 days as long as the Plan Administrator, in its sole and absolute discretion, determines that the extension is needed because of matters beyond the Plan's control and provides you with a written notice within the initial 45-day period that explains:

- The reason for the extension,
- The date on which a decision is expected,
- The standard on which the Disability determination is based,
- The unresolved issues preventing a decision, and
- The information needed to make a Disability determination.

If, before the end of the first 30-day extension period, the Plan Administrator, in its sole and absolute discretion, determines that a Disability determination cannot be made due to matters beyond the control of the Plan, the Plan Administrator, in its sole and absolute discretion, may extend the initial 30-day extension for up to 30 additional days, as long as the Plan Administrator provides you with a written notice within the 30-day extension period that explains:

- The reason for the extension,
- The date on which a decision is expected,
- The standard on which the Disability determination is based,
- The unresolved issues preventing a decision, and
- The information needed to make a Disability determination.

If the time needed by the Plan Administrator to determine whether you are Disabled is extended because of your failure to submit information necessary to make the Disability determination, the period during which the Plan Administrator has to decide the claim will be suspended on the date on which the Plan Administrator sends the notification to you until you properly respond. You will have 45 days in which to respond. If you fail to respond within the 45-day period, the Plan Administrator will make the determination based upon the information then available and within the remaining time left in which to make a Disability determination.

Appeals Involving Disability Determinations

If your claim for a Disability retirement benefit is denied, you may appeal the Plan Administrator's denial by requesting a review of your claim by the PBAC (or its delegate). Your written request for review by the Plan Administrator must be received within 180 days of the date that you received your notification of the Plan Administrator's denial.

As part of your appeal, you may submit written comments, documents, records and other information relating to your claim that you are Disabled. You may also request reasonable access to, and copies of, all documents, records, and other information relevant to your claim. You will not be charged for this information.

The PBAC's (or its delegate's) review of the Plan Administrator's adverse determination will take into account all comments, documents, records and other information you submitted, without regard to whether such information was submitted and considered in the Plan Administrator's initial determination of your Disability status.

The PBAC's (or its delegate's) review will not afford any deference to the Plan Administrator's Disability determination and, to the extent that the determination of whether you are Disabled involves medical judgment, the PBAC (or its delegate) will consult with a health care professional (one who was not involved in the initial Disability determination or the subordinate of a medical professional involved in the initial Disability determination) with the appropriate training and experience. You may request from the Plan Administrator the identity of any medical or vocational experts whose advice was received in connection with your Disability determination. If, after reviewing your appeal and any additional information that you have submitted, the PBAC (or its delegate) denies your claim that you are Disabled, a notice will be provided to you within a reasonable period of time, but not later than 45 days from the day your request for a review was received by the Plan Administrator.

In certain instances, the PBAC (or its delegate) may not be able to make a determination within 45 days after the day your request for a review was received. In such situations, the PBAC (or its delegate) in its sole and absolute discretion, may extend the 45-day period for up to 45 additional days, as long as the PBAC (or its delegate) provides you with a written notice within the initial 45-day period that explains:

- The reason for the extension, and
- The date on which a decision is expected.

The notice describing the PBAC's (or its delegate's) decision of your Disability status will describe:

- The specific reason or reasons for its decision, including any adverse determinations,
- References to the specific Plan provisions on which the PBAC (or its delegate) based its determination,
- Your right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim,
- A description of any voluntary appeals procedures, if any, and your right to obtain information about such procedures,
- Your right to bring a cause of action for benefits under section 502(a) of ERISA,
- The specific rule, guideline, protocol or other similar criterion, if any, on which the PBAC (or its delegate) relied (or a statement that a copy of any such rule, guideline, protocol or other similar criterion, if any, will be provided free of charge upon request) if you were determined by the PBAC (or its delegate) to not be Disabled,
- If the determination is based upon medical judgment, an explanation of the medical judgment for the determination, applying the terms of the Plan to your circumstances (or a statement that such information will be provided free of charge upon request), and
- The following statement: You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office or your state insurance regulatory agency.

SELF-DIRECTED INVESTMENT COMPLIANCE

$uper $aver, a 401(k) Capital Accumulation Plan, is intended to comply with ERISA Section 404(c) and regulations thereunder. The Plan complies by giving you the opportunity to exercise control over your individual account. As a participant, this means that you can always exercise the following rights under the Plan's terms:

- Choose from a broad range of investment alternatives,
- Give investment instructions with an appropriate frequency relative to the market volatility of the investment alternatives,
- Diversify investments within and among investment options, and
- Obtain sufficient information to make informed investment decisions.

Complying with 404(c) regulations relieves fiduciaries of liability for losses that are a direct and necessary result of investment instructions given by you or your Beneficiary. Additionally, Plan fiduciaries or their authorized representatives retain the discretionary authority to change investment options or to limit certain allocations under the Plan. This may occur in the event that Plan fiduciaries or their authorized representatives determine that a specific option or allocation is no longer a prudent investment option or allocation under the Plan.

GLOSSARY

After-Tax Contribution – Contributions made by the Participant on an after-tax basis.

Before-Tax Contribution – Contributions made by the Participant on a before-tax basis**.**

Beneficiary – The person you designate to receive benefits from the Plan if you die.

Benefits Strategy Committee (BSC) – The committee responsible for the material Plan Amendments and the appointment of the members of the PAAC and the PBAC.

Catch-Up Contribution – A before-tax contribution that is made to the Plan by an Employer on behalf of a Participant who either attains age 50 during the calendar year or previously attained age 50 during any prior calendar year.

Company – American Airlines, Inc**.**

Company Matching Contribution – Employer contribution that is allocated on the basis of a participant's Before-tax and/or Designated Roth 401(k) contribution. Company matching contributions are made with pre-tax dollars.

Designated Beneficiary – The person designated to receive your account in the event of your death.

Designated Roth 401(k) Contribution – Contributions made by the Participant on an after-tax basis as a designated Roth contribution.

Disability – You have a "Disability" or you are "Disabled" if you receive no pay from any Employer and you have a physical or mental incapacity, verified through qualified medical authority, determined by the PBAC in it sole discretion, which (1) prevents you from being gainfully employed in any type of job for wage or profit, (2) renders you unable to perform major and substantial duties of your occupation, and (3) can be expected to be of long-term duration. For pilots, Disability is defined under any defined benefit plan, maintained by an Affiliated Company, in which the pilot participates. You also have a Disability or are Disabled if you have received a Notice of Award issued by the Social Security Administration.

Credited Service – The time period used to determine the amount of your retirement benefits under the Pension Plan (for American Airlines employees).

Employee Contribution – Money that is invested in the Plan either through before-tax payroll deductions, after-tax payroll deductions, or rollover balances.

Employer – The Company and any other Affiliated Company as defined in the Plan document.

ERISA – Employee Retirement Income Security Act of 1974 as amended. This is the basic law designed to protect the rights of beneficiaries of employee benefit plans offered by employers. ERISA imposes various qualification standards and fiduciary responsibilities on retirement plans, and provides enforcement procedures.

Eligibility Service – The service used to determine when the Company Matching Contribution will begin.

Eligible Employee – A regular full or part-time employee on the U.S. payroll of an Employer (including management on leave of absence), an employee of the American Airlines Employees Federal Credit Union, and an employee whose Compensation under the Plan is subject to the provisions of the Puerto Rico Income Tax Act.

Fiduciary – Any person who exercises discretionary authority or control over the management or disposition of Plan assets or who gives investment advice to the Plan for a fee or other compensation.

Highly Compensated Employee – Any employee who has met the eligibility requirements specified in Article II 2.49 of the Plan document.

Hours of Service – Each hour for which you are paid or are entitled to be paid.

Independent Contractor – An individual who performs services on behalf of the Employer and who is not a common law employee.

Investment Allocation Change – Changes you make as to where your *future* contributions to the Plan are to be invested.

Investment Transfer – Changes you make as to where your *current* account balance is invested in the Plan.

Leased Employee – An individual, who is not in the employee of an Employer and who, pursuant to a leasing agreement between an Employer and any other person, has performed services for an Employer on a substantially full-time basis for at least one year and such services are performed under primary direction or control by the Employer.

Non-Highly Compensated Employee – Any Employee who is not a Highly Compensated Employee as defined in Article II Section 2.49 of the Plan document.

Normal Retirement Age – Age 65.

Normal Retirement Date – The first day of the month on or after the day you reach age 65.

Off Payroll Participant – An individual who is no longer on active payroll, but still has a balance in the Plan.

Pension Asset Administration Committee (PAAC) – The committee responsible for the selection and appointment of trustees and money managers.

Pension Benefits Administration Committee (PBAC) – The committee responsible for the general operation of the Plan, review of appealed claims, adoption of certain Plan amendments, and selection of administrative service providers.

Pension Benefit Guaranty Corporation (PBGC) – A nonprofit corporation, functioning under the jurisdiction of the Department of Labor, that is responsible for insuring pension benefits.

Pension Plan – Retirement Benefit Plan of American Airlines, Inc. for Officer, Management and Specialist, and Non-Management Salaried Personnel.

Pensionable Pay – The first 2,080 hours of pay used to determine your pension benefits. This pay includes basic compensation as defined by the Retirement Benefit Plan of American Airlines, Inc. for Agent, Management, Specialist, Support Personnel and Officers. Under this Plan, Pensionable Pay is applicable only for those employees who are eligible for $uper $aver Plus.

Plan ($uper $aver) - $uper $aver, A 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries.

Plan Administrator – American Airlines, Inc.

Plan Year – January 1 to December 31.

Qualified Default Investment Alternative (QDIA) – If a participant fails to provide instructions directing the investment of any contributions to the Plan, such contributions shall be invested in the Moderate Pre-mixed Portfolio or such other Investment Option or Options as may be designated by the Pension Asset Administration Committee.

Qualified Domestic Relations Order (QDRO) – A court order issued under state domestic relations law that relates to the payment of child support, alimony, or marital property rights. A QDRO creates or recognizes an alternate payee's right, or assigns to an alternate payee, the right to receive Plan benefits otherwise payable to a participant. The alternate payee may be your spouse, former spouse, or dependent.

Qualified Plan – A plan that meets the requirements of Section 401(a) of the Internal Revenue Code.

Regular Employee – An individual who is a regular full-time or part-time employee of a participating AMR Corporation affiliate *and* who is on the U.S. payroll, including Puerto Rico.

Rollover Contribution – Money transferred to the Plan from a prior employer's qualified plan, 457 plan, 403(b) plan, or an IRA.

$uper $aver Service Center– The administrative group operated by J. P. Morgan Retirement Plan Services to handle the day-to-day administration of the Plan including employee questions.

Temporary Worker – A worker either who is retained for the explicit purpose of serving in a temporary capacity function, role or job with the Company, who is not a regular part-time or full-time employee of the Company, who is not on the Employer's salaried or hourly employee payroll (the determination of which shall be made by the Employer in its sole and absolute discretion), who has agreed in writing that he or she is not an Employee who is not otherwise eligible to participate in the Plan, or whose compensation is reported to the Internal Revenue Service on a form other than Form W-2, regardless of whether such person is treated as an employee for Federal income tax purposes.

Vesting Service – Service used to determine whether you have an irrevocable right to receive the value of your Matching Contribution from the $uper $aver Plus program or the American Eagle matching program.