

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
For the Quarterly Period Ended September 30, 2005.

Transition Report Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
For the Transition Period From to .

Commission file number 1-2691.

American Airlines, Inc.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	13-1502798 (I.R.S. Employer Identification No.)
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4333 Amon Carter Blvd. Fort Worth, Texas (Address of principal executive offices)	76155 (Zip Code)
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Registrant's telephone number, including area code (817) 963-1234

Not Applicable
(Former name, former address and former fiscal year , if changed
since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, \$1 par value - 1,000 shares as of October 14, 2005.

The registrant meets the conditions set forth in, and is filing this form with the reduced disclosure format prescribed by, General Instructions H(1)(a) and (b) of Form 10-Q.

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Item 1. Financial Statements

AMERICAN AIRLINES, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited) (In millions)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2005	2004	2005	2004
Revenues				
Passenger	\$4,428	\$ 3,838	\$ 12,534	\$ 11,411
Regional Affiliates	570	488	1,582	1,413
Cargo	152	149	460	452
Other revenues	321	278	928	801
Total operating revenues	5,471	4,753	15,504	14,077
Expenses				
Wages, salaries and benefits	1,521	1,569	4,551	4,670
Aircraft fuel	1,432	969	3,652	2,565
Regional payments to AMR Eagle	530	435	1,513	1,240
Other rentals and landing fees	306	266	868	811
Commissions, booking fees and credit card expense	292	289	849	863
Depreciation and amortization	245	275	730	838
Maintenance, materials and repairs	219	225	621	631
Aircraft rentals	143	147	429	443
Food service	135	143	383	417
Other operating expenses	673	546	1,824	1,643
Special charges (credits)	-	(18)	-	(49)
Total operating expenses	5,496	4,846	15,420	14,072
Operating Income (Loss)	(25)	(93)	84	5
Other Income (Expense)				
Interest income	38	18	101	45
Interest expense	(177)	(163)	(514)	(485)
Interest capitalized	12	20	58	56
Related party interest - net	(3)	(1)	(7)	(1)
Miscellaneous - net	(6)	(6)	(13)	(40)
	(136)	(132)	(375)	(425)
Loss Before Income Taxes	(161)	(225)	(291)	(420)
Income tax	-	-	-	-
Net Loss	\$ (161)	\$ (225)	\$ (291)	\$ (420)

The accompanying notes are an integral part of these financial statements.

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AMERICAN AIRLINES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited) (In millions)

	September 30, 2005	December 31, 2004
Assets		
Current Assets		
Cash	\$ 127	\$ 117
Short-term investments	3,249	2,787
Restricted cash and short-term investments	499	478
Receivables, net	1,089	821
Inventories, net	494	450
Other current assets	412	233
Total current assets	5,870	4,886
Equipment and Property		
Flight equipment, net	11,929	12,304
Other equipment and property, net	2,408	2,365
Purchase deposits for flight equipment	276	277
	14,613	14,946
Equipment and Property Under Capital Leases		
Flight equipment, net	967	1,016
Other equipment and property, net	90	82
	1,057	1,098
Route acquisition costs and airport operating and gate lease rights, net		
	1,175	1,194
Other assets		
	3,233	3,338
	\$25,948	\$ 25,462
Liabilities and Stockholders' Equity (Deficit)		
Current Liabilities		
Accounts payable	\$ 1,024	\$ 945
Accrued liabilities	1,805	1,853
Air traffic liability	3,851	3,183
Payable to affiliates, net	422	359
Current maturities of long-term debt	542	475
Current obligations under capital leases	141	104
Total current liabilities	7,785	6,919
Long-term debt, less current maturities		
	8,529	8,787
Obligations under capital leases, less current obligations		
	932	1,061
Pension and postretirement benefits		
	4,799	4,743
Other liabilities, deferred gains and deferred credits		
	4,255	4,057
Stockholders' Equity (Deficit)		
Common stock	-	-
Additional paid-in capital	3,227	3,273
Accumulated other comprehensive loss	(682)	(772)
Accumulated deficit	(2,897)	(2,606)
	(352)	(105)
	\$25,948	\$ 25,462

The accompanying notes are an integral part of these financial statements.

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AMERICAN AIRLINES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited) (In millions)

	Nine Months Ended September 30,	
	2005	2004
Net Cash Provided by Operating Activities	\$ 841	\$ 598
Cash Flow from Investing Activities:		
Capital expenditures	(296)	(266)
Net increase in short-term investments	(462)	(523)

Net (increase) decrease in restricted cash and short-term investments	(21)	46
Proceeds from sale of equipment and property	17	36
Other	-	(12)
Net cash used by investing activities	(762)	(719)

Cash Flow from Financing Activities:

Payments on long-term debt and capital lease obligations	(662)	(410)
Proceeds from issuance of long-term debt	378	180
DFW Bond Remarketing	198	-
Funds transferred from affiliates, net	17	344
Net cash provided by (used by) financing activities	(69)	114

Net increase (decrease) in cash	10	(7)
Cash at beginning of period	117	118
Cash at end of period	\$ 127	\$ 111

Activities Not Affecting Cash

Capital lease obligations incurred	\$ 13	\$ 10
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The accompanying notes are an integral part of these financial statements.

AMERICAN AIRLINES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, these financial statements contain all adjustments, consisting of normal recurring accruals, necessary to present fairly the financial position, results of operations and cash flows for the periods indicated. Results of operations for the periods presented herein are not necessarily indicative of results of operations for the entire year. American Airlines, Inc. (American or the Company) is a wholly owned subsidiary of AMR Corporation (AMR). For further information, refer to the consolidated financial statements and footnotes thereto included in the American Airlines, Inc. Annual Report on Form 10-K for the year ended December 31, 2004 (2004 Form 10-K). Certain amounts have been reclassified to conform with the 2005 presentation.

2. The Company accounts for its participation in AMR's stock-based compensation plans in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" (APB 25) and related Interpretations. Under APB 25, no compensation expense is recognized for stock option grants if the exercise price of the Company's stock option grants is at or above the fair market value of the underlying stock on the date of grant. The Company has adopted the pro forma disclosure features of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" (SFAS 123), as amended by Statement of Financial Accounting Standards No. 148, "Accounting for Stock-Based

Compensation-Transition and Disclosure." The following table illustrates the effect on net loss if the Company had applied the fair value recognition provisions of SFAS 123 to stock-based employee compensation (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	2004	2005	2004
Net loss, as reported	\$(161)	\$(225)	\$(291)	\$(420)
Add/(Deduct): Stock-based employee compensation expense included in reported net loss	8	(6)	25	10
Deduct: Total stock-based employee compensation expense determined under fair value based methods for all awards	(22)	(10)	(69)	(59)
Pro forma net loss	\$(175)	\$(241)	\$(335)	\$(469)

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payment" (SFAS 123(R)). SFAS 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values. SFAS 123(R) is effective January 1, 2006 for AMR and American. Under SFAS 123(R), the Company will recognize compensation expense for its participation in AMR's stock-based compensation plans for the portion of outstanding awards for which service has not yet been rendered, based on the grant-date fair value of those awards calculated under SFAS 123 for pro forma disclosures. The Company expects that the impact of adoption on its first quarter 2006 results will be similar to the amounts disclosed in the quarterly pro forma information in this footnote. However, subsequent to the first quarter of 2006, the impact will decrease significantly due to the vesting period ending for the 2003 Employee Stock Incentive Plan.

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AMERICAN AIRLINES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(Unaudited)

3. As of September 30, 2005, the Company had commitments to acquire two Boeing 777-200ERs in 2006 and an aggregate of 47 Boeing 737-800s and seven Boeing 777-200ERs in 2013 through 2016. Future payments for all aircraft, including the estimated amounts for price escalation, will approximate \$102 million in 2006 and an aggregate of approximately \$2.8 billion in 2011 through 2016. The Company has pre-arranged financing for all aircraft deliveries in 2006.

In 2003, the Company reached concessionary agreements with certain lessors. Certain of these agreements provide that the Company's obligations under the related leases will revert to the original terms if certain events occur prior to December 31, 2005, including: (i) an event of default under the related lease (which generally occurs only if a payment default occurs); (ii) an event of loss with respect to the related aircraft; (iii) rejection by the Company of the lease under the provisions of Chapter 11 of the U.S. Bankruptcy Code; or (iv) the Company's filing for bankruptcy under Chapter 7 of the U.S. Bankruptcy Code. If any one of these events were to occur, the Company would be responsible for approximately \$115 million in additional operating lease payments and \$106 million in additional payments related to capital leases as of September 30, 2005. These amounts are being accounted for as contingent rentals and will only be recognized if they become payable. Conversely, as part of the concessionary agreements, the Company will recognize a gain of \$37 million related to a debt restructuring if none of the events described above occur prior to December 31, 2005.

4. Accumulated depreciation of owned equipment and property at September 30, 2005 and December 31, 2004 was \$9.2 billion and \$8.8 billion, respectively. Accumulated amortization of equipment and property under capital leases at September 30, 2005 and December 31, 2004 was \$1.0 billion.

Effective January 1, 2005, in order to more accurately reflect the

expected useful life of its aircraft, the Company changed its estimate of the depreciable lives of its Boeing 737-800, Boeing 757-200 and McDonnell Douglas MD-80 aircraft from 25 to 30 years. As a result of this change, Depreciation and amortization expense was reduced by approximately \$27 million and \$81 million, respectively, for the three and nine months ended September 30, 2005.

5. As discussed in Note 8 to the consolidated financial statements in the 2004 Form 10-K, the Company has a valuation allowance against the full amount of its net deferred tax asset. The Company's deferred tax asset valuation allowance increased \$88 million during the nine months ended September 30, 2005 to \$1.3 billion as of September 30, 2005. As a result of historical and current losses, the Company did not provide for a net tax benefit associated with its loss in the nine month period ended September 30, 2005.

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AMERICAN AIRLINES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
(Unaudited)

6. In July 2005, American completed the re-marketing of \$198 million of DFW-FIC Series 2000A Unsecured Revenue Refunding Bonds that mature May 1, 2029. Certain municipalities originally issued these special facility revenue bonds primarily to improve airport facilities that are leased by American and accounted for as operating leases. They were acquired by American in 2003 under a mandatory tender provision. Thus, American received the proceeds from the remarketing in July which results in an increase to Other liabilities, deferred gains and deferred credits where the tendered bonds had been classified pending their use to offset certain future operating lease obligations.

In September 2005, American sold and leased back 89 spare engines with a book value of \$105 million to a variable interest entity (VIE). The net proceeds received from third parties were \$133 million. American is considered the primary beneficiary of the activities of the VIE as American has substantially all of the residual value risk associated with the transaction. As such, American is required to consolidate the VIE in its financial statements. At September 30, 2005, the book value of the engines was included in Flight equipment, net on the condensed consolidated balance sheet. The engines serve as collateral for the VIE's long-term debt of \$133 million at September 30, 2005, which has also been included in the condensed consolidated balance sheet. The VIE has no other significant operations.

Also in September 2005, American purchased certain obligations due October 2006 with a face value of \$261 million at par value from an institutional investor. In conjunction with the purchase, American borrowed an additional \$245 million under an existing mortgage agreement with a final maturity in December 2012 from the same investor. The additional debt bears interest at a variable rate equivalent to the six month LIBOR rate plus 4.54 percent. The additional borrowings required American to grant a security interest in certain spare engines and related collateral. The transaction was accounted for as a modification of the original debt under Emerging Issues Task Force Issue 96-19 "Debtor's Accounting for a Modification or Exchange of Debt Instruments". As a result of this transaction, the Company's 2006 maturities of long-

term debt decreased from \$1.1 billion to \$829 million.

As of September 30, 2005, American has issued guarantees covering approximately \$1.3 billion of AMR's unsecured debt. In addition, as of September 30, 2005, AMR and American have issued guarantees covering approximately \$428 million of American Eagle Airlines, Inc. secured debt.

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AMERICAN AIRLINES, INC.
 NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 (Unaudited)

7. The following tables provide the components of net periodic benefit cost for the three and nine months ended September 30, 2005 and 2004 (in millions):

	Pension Benefits			
	Three Months Ended September 30, 2005		Nine Months Ended September 30, 2004	
Components of net periodic benefit cost				
Service cost	\$ 93	\$ 89	\$ 278	\$ 268
Interest cost	152	142	457	425
Expected return on assets	(164)	(143)	(493)	(427)
Amortization of:				
Prior service cost	4	4	12	11
Unrecognized net loss	13	15	39	44
Net periodic benefit cost	\$ 98	\$ 107	\$ 293	\$ 321

	Other Postretirement Benefits			
	Three Months Ended September 30, 2005		Nine Months Ended September 30, 2004	
Components of net periodic benefit cost				
Service cost	\$ 19	\$ 19	\$ 56	\$ 57
Interest cost	49	51	148	152
Expected return on assets	(3)	(3)	(10)	(9)
Amortization of:				
Prior service cost	(2)	(3)	(7)	(8)
Unrecognized net loss	-	2	1	6
Net periodic benefit cost	\$ 63	\$ 66	\$ 188	\$ 198

The Company contributed \$288 million to its defined benefit pension plans during the nine month period ended September 30, 2005, and completed its required 2005 calendar year funding by contributing an additional \$22 million on October 14, 2005.

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8. As a result of the events of September 11, 2001, the depressed revenue environment, high fuel prices and the Company's restructuring activities, the Company has recorded a number of special charges during the last few years. The following table summarizes the changes since December 31, 2004 in the accruals for these charges (in millions):

	Aircraft Charges	Facility Exit Costs	Employee Charge	Total
Remaining accrual at December 31, 2004	\$ 126	\$ 26	\$ 35	\$ 187
Payments	(13)	(5)	(33)	(51)
Remaining accrual at September 30, 2005	\$ 113	\$ 21	\$ 2	\$ 136

Cash outlays related to these accruals, as of September 30, 2005, for aircraft charges, facility exit costs and employee charges will occur through 2014, 2018 and the end of 2005, respectively.

9. The Company includes changes in the fair value of certain derivative financial instruments that qualify for hedge accounting (primarily crude oil derivative contracts), changes in minimum pension liabilities and unrealized gains and losses on available-for-sale securities in comprehensive loss. For the three months ended September 30, 2005 and 2004, comprehensive loss was \$127 million and \$205 million, respectively, and for the nine months ended September 30, 2005 and 2004, comprehensive loss was \$201 million and \$418 million, respectively. The difference between net loss and comprehensive loss for the three and nine months ended September 30, 2005 and 2004 is due primarily to the accounting for the Company's derivative financial instruments.

Ineffectiveness is inherent in hedging jet fuel with derivative positions based in crude oil or other crude oil related commodities. As required by Statement of Financial Accounting Standard No. 133, "Accounting for Derivative Instruments and Hedging Activities", the Company assesses, both at the inception of each hedge and on an on-going basis, whether the derivatives that are used in its hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. The Company discontinues hedge accounting prospectively if it determines that a derivative is no longer expected to be highly effective as a hedge or if it decides to discontinue the hedging relationship. As a result of its quarterly effectiveness assessment, the Company determined that all of its derivatives settling during the remainder of 2005 and certain of its derivatives settling in 2006 are no longer expected to be highly effective in offsetting changes in forecasted jet fuel purchases. As a result, effective on October 1, 2005, all subsequent changes in the fair value of those particular hedge contracts will be recognized directly in earnings rather than being deferred in Accumulated other comprehensive loss. Hedge accounting will continue to be applied to derivatives used to hedge forecasted jet fuel purchases that are expected to remain highly effective.

10. American classifies certain receivables from its parent and affiliates against Additional paid-in-capital. As of September 30, 2005, the company classified a \$179 million receivable from its parent against Additional paid-in-capital on the accompanying condensed consolidated balance sheet. Comparatively, as of December 31, 2004, the Company classified a \$134 million receivable from its parent against Additional paid-in-capital on the accompanying condensed consolidated balance sheet.

within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which represent the Company's expectations or beliefs concerning future events. When used in this document and in documents incorporated herein by reference, the words "expects," "plans," "anticipates," "indicates," "believes," "forecast," "guidance," "outlook" and similar expressions are intended to identify forward-looking statements. Forward-looking statements include, without limitation, the Company's expectations concerning operations and financial conditions, including changes in capacity, revenues and costs, future financing plans and needs, overall economic conditions, plans and objectives for future operations, and the impact on the Company of its results of operations in recent years and the sufficiency of its financial resources to absorb that impact. Other forward-looking statements include statements which do not relate solely to historical facts, such as, without limitation, statements which discuss the possible future effects of current known trends or uncertainties or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. All forward-looking statements in this report are based upon information available to the Company on the date of this report. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise.

Forward-looking statements are subject to a number of factors that could cause the Company's actual results to differ materially from the Company's expectations. The following factors, in addition to other possible factors not listed, could cause the Company's actual results to differ materially from those expressed in forward-looking statements: changes in economic, business and financial conditions; the Company's substantial indebtedness; continued high fuel prices and the availability of fuel; further increases in the price of fuel; the impact of events in Iraq; conflicts in the Middle East or elsewhere; the highly competitive business environment faced by the Company, characterized by increasing pricing transparency and competition from low cost carriers and financially distressed carriers; historically low fare levels and fare simplification initiatives (both of which could result in a further deterioration of the revenue environment); the ability of the Company to reduce its costs further without adversely affecting operational performance and service levels; uncertainties with respect to the Company's international operations; changes in the Company's business strategy; actions by U.S. or foreign government agencies; the possible occurrence of additional terrorist attacks; another outbreak of a disease (such as SARS) that affects travel behavior; uncertainties with respect to the Company's relationships with unionized and other employee work groups; the inability of the Company to satisfy existing financial or other covenants in certain of its credit agreements; the availability and terms of future financing; the ability of the Company to reach acceptable agreements with third parties; and increased insurance costs and potential reductions of available insurance coverage. Additional information concerning these and other factors is contained in the Company's Securities and Exchange Commission filings, including but not limited to the 2004 Form 10-K.

Overview

The Company incurred a \$161 million net loss during the third quarter of 2005 compared to a net loss of \$225 million in the same period last year. The Company's third quarter 2005 results were impacted by the continuing increase in fuel prices and certain other costs, offset by an improvement in revenues, a \$27 million decrease in depreciation expense related to a change in the depreciable lives of certain aircraft types described in Note 4 to the condensed consolidated financial statements, and productivity improvements and other cost reductions resulting from progress under the Turnaround Plan. The Company's third quarter 2005 results were also impacted by an \$80 million charge related to a contract termination and a \$22 million credit for the reversal of an insurance reserve.

Fuel price increases resulted in a year-over-year increase of 62.2 cents per gallon for the third quarter. This price increase negatively impacted fuel expense by \$475 million during the quarter based on fuel consumption of 763 million gallons. Continuing high fuel prices, additional increases in the price of fuel, and/or disruptions in the supply of fuel would further adversely affect the Company's financial condition and its results of operations.

Mainline passenger unit revenues increased 12.6 percent for the third quarter due to a 3.3 point load factor increase and an 8.0 percent increase in passenger yield (passenger revenue per passenger mile) compared to the same period in 2004. Although load factor performance and yield showed significant year-over-year improvement, passenger yield remains depressed by historical standards. The Company believes this depressed passenger yield is due in large part to a corresponding decline in the Company's pricing power. The Company's reduced pricing power is the product of several factors, including: greater cost sensitivity on the part of travelers (particularly business travelers); pricing transparency resulting from the use of the internet; greater competition from low-cost carriers and from carriers that have recently reorganized or are reorganizing, including under the protection of Chapter 11 of the Bankruptcy Code; other carriers that are well hedged against rising fuel costs and able to better absorb the current high jet fuel prices; and, more recently, fare simplification efforts by certain carriers. The Company believes that its reduced pricing power will persist indefinitely and possibly permanently.

The Company's ability to become profitable and its ability to continue to fund its obligations on an ongoing basis will depend on a number of factors, some of which are largely beyond the Company's control. Some of the risk factors that affect the Company's business and financial results are referred to under "Forward-Looking Information" above and are discussed in the Risk Factors listed in Item 7 (on pages 27-30) in the 2004 Form 10-K. As the Company seeks to improve its financial condition, it must continue to take steps to generate additional revenues and to significantly reduce its costs. Although the Company has a number of initiatives underway to address its cost and revenue challenges, the adequacy and ultimate success of these initiatives is not known at this time and cannot be assured. It will be very difficult, absent continued restructuring of its operations, for the Company to continue to fund its obligations on an ongoing basis or to become profitable if the overall industry revenue environment does not improve and fuel prices remain at historically high levels for an extended period.

OTHER INFORMATION

Significant Indebtedness and Future Financing

The Company remains heavily indebted and has significant obligations (including substantial pension funding obligations), as described more fully under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2004 Form 10-K. The Company believes it should have sufficient liquidity to fund its operations for the foreseeable future, including repayment of debt and capital leases, capital expenditures and other contractual obligations. Nonetheless, to maintain sufficient liquidity as the Company continues to implement its restructuring and cost reduction initiatives, the Company will need access to additional funding. The Company's possible financing sources primarily include: (i) a limited amount of additional secured aircraft debt (a very large majority of the Company's owned aircraft, including virtually all of the Company's Section 1110-eligible aircraft, are encumbered) or sale-leaseback transactions involving owned aircraft; (ii) debt secured by new aircraft deliveries; (iii) debt secured by other assets; (iv) securitization of future operating receipts; (v) the sale or monetization of certain assets; (vi) unsecured debt; and (vii) equity and/or equity-like securities. However, the availability and level of these financing sources cannot be assured, particularly in light of American's reduced credit ratings, high fuel prices, the historically weak fare environment and the financial difficulties being experienced in the airline industry. The inability of the Company to obtain additional funding would have a material negative impact on the ability of the Company to sustain its operations over the long-term.

The Company's substantial indebtedness could have important consequences. For example, it could: (i) limit the Company's ability to obtain additional financing for working capital, capital expenditures, acquisitions and general corporate purposes, or adversely affect the terms on which such financing could be obtained; (ii) require the Company to dedicate a substantial portion of its cash flow from operations to payments on its indebtedness, thereby reducing the funds available for other purposes; (iii) make the Company more vulnerable to economic downturns; (iv) limit its ability to withstand competitive pressures and reduce its flexibility in responding to changing business and economic conditions; and (v) limit the Company's flexibility in planning for, or reacting to, changes in its business and the industry in which it operates.

Credit Facility Covenants

American has a credit facility (the Credit Facility) consisting of a fully drawn \$555 million senior secured revolving credit facility with a final maturity on June 17, 2009 and a fully drawn \$248 million term loan facility with a final maturity on December 17, 2010. The Credit Facility contains a covenant (the Liquidity Covenant) requiring American to maintain, as defined, unrestricted cash, unencumbered short term investments and amounts available for drawing under committed revolving credit facilities of not less than \$1.5 billion for each quarterly period through September 30, 2005 and \$1.25 billion for each quarterly period thereafter. American was in compliance with the Liquidity Covenant as of September 30, 2005 and expects to be able to continue to comply with this covenant. In addition, the Credit Facility contains a covenant (the EBITDAR Covenant) requiring AMR to maintain a ratio of cash flow (defined as consolidated net income, before interest expense (less capitalized interest), income taxes, depreciation and amortization and rentals, adjusted for certain gains or losses and non-cash items) to fixed charges (comprising interest expense (less capitalized interest) and rentals). The required ratio was 0.90 to 1.00 for the four quarter period ending September 30, 2005 and will increase gradually to 1.50 to 1.00 for the four quarter period ending March 31, 2008 and for each four quarter period ending on each fiscal quarter thereafter. AMR was in compliance with the EBITDAR covenant as of September 30, 2005 and expects to be able to continue to comply with this covenant for the period ending December 31, 2005. However, given the historically high price of fuel and the volatility of fuel prices and revenues, it is difficult to assess whether AMR and American will, in fact, be able to continue to comply with the Liquidity Covenant and in particular the EBITDAR Covenant, and there are no assurances that AMR and American will be able to comply with these covenants. Failure to comply with these covenants would result in a default under the Credit Facility which - - if the Company did not take steps to obtain a waiver of, or otherwise mitigate, the default - - could result in a default under a significant amount of the Company's other debt and lease obligations.

Pension Funding Obligation

The Company contributed \$288 million to its defined benefit pension plans during the nine month period ended September 30, 2005, and completed its required 2005 calendar year funding by contributing an additional \$22 million on October 14, 2005. Due to uncertainty regarding the impact of proposed legislation, the Company is not yet able to reasonably estimate its future required contributions beyond 2005. Various defined benefit pension reform proposals are currently under consideration by the Government, which could have a significant - - - positive or negative - - impact on the Company's future required pension contributions. The likely outcome of these proposals is currently unclear. Based on the current regulatory environment and market conditions, the Company expects that its 2006 minimum required contributions will exceed its 2005 contributions; however, there are certain scenarios where the Company's 2006 minimum required contribution would be less than the 2005 amount.

Cash Flow Activity

At September 30, 2005, American had \$3.4 billion in unrestricted cash and short-term investments, an increase of \$472 million from December 31, 2004. Net cash provided by operating activities in the nine-month period ended September 30, 2005 was \$841 million, an increase of \$243 million over the same period in 2004. The increase was primarily the result of an increase in the Air traffic liability due to a modest improvement in the revenue environment. Capital expenditures for the first nine months of 2005 were \$296 million and included the cost of improvements at New York's John F. Kennedy airport.

In July 2005, American completed the re-marketing of \$198 million of DFW-FIC Series 2000A Unsecured Revenue Refunding Bonds that mature May 1, 2029. Certain municipalities originally issued these special facility revenue bonds primarily to improve airport facilities that are leased by American and accounted for as operating leases. They were acquired by American in 2003 under a mandatory tender provision. Thus, American received the proceeds from the remarketing in July which results in an increase to Other liabilities, deferred gains and deferred credits where the tendered bonds had been classified pending their use to offset certain future operating lease obligations.

In September 2005, American sold and leased back 89 spare engines with a book value of \$105 million to a variable interest entity (VIE). The net proceeds received from third parties were \$133 million. American is considered the primary beneficiary of the activities of the VIE as American has substantially all of the residual value risk associated with the transaction. As such, American is required to consolidate the VIE in its financial statements. At September 30, 2005, the book value of the engines was included in Flight equipment, net on the condensed consolidated balance sheet. The engines serve as collateral for the VIE's long-term debt of \$133 million at September 30, 2005, which has also been included in the condensed consolidated balance sheet. The VIE has no other significant operations.

Also in September 2005, American purchased certain obligations due October 2006 with a face value of \$261 million at par value from an institutional investor. In conjunction with the purchase, American borrowed an additional \$245 million under an existing mortgage agreement with a final maturity in December 2012 from the same investor. The additional debt bears interest at a variable rate equivalent to the six month LIBOR rate plus 4.54 percent. The additional borrowings required American to grant a security interest in certain spare engines and related collateral. The transaction was accounted for as a modification of the original debt under Emerging Issues Task Force Issue 96-19 "Debtor's Accounting for a Modification or Exchange of Debt Instruments". As a result of this transaction, the Company's 2006 maturities of long-term debt decreased from \$1.1 billion to \$829 million.

The New York City Industrial Development Agency is in the process of offering up to \$770 million of special facility revenue bonds on behalf of American. Proceeds from these bonds would generally be used to reimburse American for certain construction costs related to facility improvements at John F. Kennedy International Airport. If these bonds are issued, American would be responsible for debt service on the bonds and would consolidate the debt in its financial statements. American can give no assurance as to whether or when these bonds will be issued or, if issued, as to the amount of the bonds that will be issued.

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RESULTS OF OPERATIONS

For the Nine Months Ended September 30, 2005 and 2004

Revenues

The Company's revenues increased approximately \$1.4 billion, or 10.1 percent, to \$15.5 billion for the nine months ended September 30, 2005 from the same period last year. American's passenger revenues increased by 9.8 percent, or \$1.1 billion, on a capacity (available seat mile) (ASM) increase of 1.8 percent. American's passenger load factor increased 3.8 points to 78.8 percent and passenger revenue

yield per passenger mile increased 2.7 percent to 11.92 cents. This resulted in an increase in American's passenger revenue per available seat mile (RASM) of 7.9 percent to 9.39 cents. Following is additional information regarding American's domestic and international RASM and capacity:

	Nine Months Ended September 30, 2005			
	RASM (cents)	Y-0-Y Change	ASMs (billions)	Y-0-Y Change
Domestic	9.3	8.6%	87.3	(1.9)%
International	9.6	6.2	46.1	9.7
Latin America	9.4	6.3	22.9	8.6
Europe	10.3	9.6	18.1	6.4
Pacific	8.3	(5.9)	5.1	29.1

Regional affiliates' passenger revenues, which are based on industry standard proration agreements for flights connecting to American flights, increased \$169 million, or 12.0 percent, to \$1.6 billion as a result of increased capacity and load factors. Regional affiliates' traffic increased 23.0 percent to 6.6 billion RPMs, while capacity increased 18.8 percent to 9.5 billion ASMs, resulting in a 2.4 point increase in the passenger load factor to 69.7 percent.

Cargo revenues increased 1.8 percent, or \$8 million, to \$460 million as a result of a 1.2 percent increase in cargo ton miles in addition to a 0.7 percent increase in cargo revenue yield per ton mile. In addition, the cargo division saw a \$38 million increase in fuel surcharges and other service fees. These amounts are included in Other revenues which are discussed below.

Other revenues increased 15.9 percent, or \$127 million, to \$928 million due in part to increased cargo fuel surcharges, increased third-party maintenance contracts obtained by the Company's maintenance and engineering group, and increases in certain passenger fees.

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Operating Expenses

The Company's total operating expenses increased 9.6 percent, or \$1.3 billion, to \$15.4 billion for the nine months ended September 30, 2005 compared to the same period in 2004. American's mainline operating expenses per ASM in the nine months ended September 30, 2005 increased 6.3 percent compared to the same period in 2004 to 10.16 cents. These increases are due primarily to a 44.5 percent increase in American's price per gallon of fuel in 2005 relative to the same period in 2004, including the impact of a \$55 million fuel excise tax refund received in March 2005.

(in millions)	Nine Months Ended September 30, 2005	Increase (Decrease) from 2004	Percent Change
Operating Expenses			
Wages, salaries and benefits	\$ 4,551	\$(119)	(2.6)%
Aircraft fuel	3,652	1,087	42.4 (a)
Regional payments to AMR Eagle	1,513	273	22.0 (b)
Other rentals and landing fees	868	57	7.0
Commissions, booking fees and credit card expense	849	(14)	(1.6)
Depreciation and amortization	730	(108)	(12.9)
Maintenance, materials and repairs	621	(10)	(1.6)
Aircraft rentals	429	(14)	(3.2)
Food service	383	(34)	(8.2)
Other operating expenses	1,824	181	11.0 (c)
Special charges (credits)	-	49	NM (d)
Total operating expenses	\$15,420	\$1,348	9.6%

- (a) Aircraft fuel expense increased primarily due to a 44.5 percent increase in American's price per gallon of fuel (including the benefit of a \$55 million fuel excise tax refund received in March 2005 and the impact of fuel hedging) offset by a 1.5 percent decrease in American's fuel consumption.
- (b) Regional payment to AMR Eagle increased primarily as a result of increased capacity and fuel costs.
- (c) Other operating expenses increased in part due to a charge of \$80 million related to the termination of a contract somewhat offset by a \$22 million credit for the reversal of an insurance reserve. Increases in communications charges of \$49 million and information technology spending of \$13 million also contributed to the increase in the account.
- (d) Special charges (credits) for 2004 included the reversal of reserves previously established for aircraft return costs of \$20 million, facility exit costs of \$18 million and employee severance of \$11 million.

Other Income (Expense)

Other income (expense), historically a net expense, decreased \$50 million. Interest income increased \$56 million due primarily to a \$14 million interest refund related to the fuel excise tax refund discussed above and increases in interest rates and short-term investments. Interest expense increased \$29 million due primarily to increases in variable interest rates. Miscellaneous-net decreased \$27 million, reflecting the accrual during the first quarter of 2004 of a \$23 million award rendered by an independent arbitrator related to a grievance filed by the Allied Pilots Association.

Income Tax

The Company did not record a net tax benefit associated with its losses for the nine months ended September 30, 2005 and 2004 due to the Company providing a valuation allowance, as discussed in Note 5 to the condensed consolidated financial statements.

Regional Affiliates

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The following table summarizes the combined capacity purchase activity for the American Connection carriers and AMR Eagle for the nine months ended September 30, 2005 and 2004 (in millions):

	Nine Months Ended September 30,	
	2005	2004
Revenues:		
Regional Affiliates	\$1,582	\$1,413
Other	66	58
	\$1,648	\$1,471
Expenses:		
Regional Affiliates	\$1,652	\$1,365
Other incurred expenses	208	178
	\$1,860	\$1,543

In addition, passengers connecting to American's flights from American Connection and AMR Eagle flights generated passenger revenues for American flights of \$1.1 billion and \$1.0 billion for the nine months ended September 30, 2005 and 2004, respectively, which are included in Revenues - Passenger in the consolidated statements of operations.

Outlook

The Company expects to post -- at the current level of fuel prices -- a significant loss in the fourth quarter.

The Company currently expects fourth quarter mainline unit costs to be approximately 11.42 cents, including the 0.09 cent favorable impact of the \$37 million potential gain discussed in Note 3 to the condensed consolidated financial statements.

Capacity for American's mainline jet operations is expected to remain approximately flat in the fourth quarter of 2005 compared

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Except as discussed below, there have been no material changes in market risk from the information provided in Item 7A. Quantitative and Qualitative Disclosures About Market Risk of the Company's 2004 Form 10-K.

The risk inherent in the Company's fuel related market risk sensitive instruments and positions is the potential loss arising from adverse changes in the price of fuel. The sensitivity analyses presented do not consider the effects that such adverse changes may have on overall economic activity, nor do they consider additional actions management may take to mitigate the Company's exposure to such changes. Therefore, actual results may differ. The Company does not hold or issue derivative financial instruments for trading purposes.

Aircraft Fuel The Company's earnings are affected by changes in the price and availability of aircraft fuel. In order to provide a measure of control over price and supply, the Company trades and ships fuel and maintains fuel storage facilities to support its flight operations. The Company also manages the price risk of fuel costs primarily by using jet fuel, heating oil, and crude oil hedging contracts. Market risk is estimated as a hypothetical 10 percent increase in the September 30, 2005 cost per gallon of fuel. Based on projected 2005 and 2006 fuel usage through September 30, 2006, such an increase would result in an increase to aircraft fuel expense of approximately \$857 million in the twelve months ended September 30, 2006, inclusive of the impact of effective fuel hedge instruments outstanding at September 30, 2005, and assumes the Company's fuel hedging program remains effective under Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities". Comparatively, based on projected 2005 fuel usage, such an increase would have resulted in an increase to aircraft fuel expense of approximately \$343 million in the twelve months ended December 31, 2005, inclusive of the impact of fuel hedge instruments outstanding at December 31, 2004. The change in market risk is primarily due to the increase in fuel prices.

Ineffectiveness is inherent in hedging jet fuel with derivative positions based in crude oil or other crude oil related commodities. As required by Statement of Financial Accounting Standard No. 133, "Accounting for Derivative Instruments and Hedging Activities", the Company assesses, both at the inception of each hedge and on an on-going basis, whether the derivatives that are used in its hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. The Company discontinues hedge accounting prospectively if it determines that a derivative is no longer expected to be highly effective as a hedge or if it decides to discontinue the hedging relationship. As a result of its quarterly effectiveness assessment, the Company determined that all of its derivatives settling during the remainder of 2005 and certain of its derivatives settling in 2006 are no longer expected to be highly effective in offsetting changes in forecasted jet fuel purchases. As a result, effective on October 1, 2005, all subsequent changes in the fair value of those particular hedge contracts will be recognized directly in earnings rather than being deferred in Accumulated other comprehensive loss. Hedge accounting will continue to be applied to derivatives used to hedge forecasted jet fuel purchases that are expected to remain highly effective.

As of September 30, 2005, the Company had hedged an insignificant percentage of its estimated remaining 2005, 2006 and 2007 fuel requirements with option contracts.

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Item 4. Controls and Procedures

The term "disclosure controls and procedures" is defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, or the Exchange Act. This term refers to the controls and procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified by the Securities and Exchange Commission. An evaluation was performed under the supervision and with the participation of the Company's management, including the Chief Executive Officer (CEO) and Chief Financial Officer (CFO), of the effectiveness of the Company's disclosure controls and procedures as of September 30, 2005. Based on that evaluation, the Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were effective as of September 30, 2005. During the quarter ending on September 30, 2005, there was no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

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PART II: OTHER INFORMATION

Item 1. Legal Proceedings

On July 26, 1999, a class action lawsuit was filed, and in November

1999 an amended complaint was filed, against AMR Corporation, American Airlines, Inc., AMR Eagle Holding Corporation, Airlines Reporting Corporation, and the Sabre Group Holdings, Inc. in the United States District Court for the Central District of California, Western Division (Westways World Travel, Inc. v. AMR Corp., et al.). The lawsuit alleges that requiring travel agencies to pay debit memos to American for violations of American's fare rules (by customers of the agencies): (1) breaches the Agent Reporting Agreement between American and AMR Eagle and the plaintiffs; (2) constitutes unjust enrichment; and (3) violates the Racketeer Influenced and Corrupt Organizations Act of 1970 (RICO). On July 9, 2003, the court certified a class that included all travel agencies who have been or will be required to pay money to American for debit memos for fare rules violations from July 26, 1995 to the present. On February 24, 2005, the court decertified the class. In September 2005, the Court granted Summary Judgment in favor of the Company and all other defendants. The time for plaintiffs to file a notice of appeal has not yet run. Although the Company believes that the litigation is without merit, a final adverse court decision could impose restrictions on the Company's relationships with travel agencies, which could have an adverse impact on the Company.

Between April 3, 2003 and June 5, 2003, three lawsuits were filed by travel agents some of whom opted out of a prior class action (now dismissed) to pursue their claims individually against American Airlines, Inc., other airline defendants, and in one case against certain airline defendants and Orbitz LLC. (Tam Travel et. al., v. Delta Air Lines et. al., in the United States District Court for the Northern District of California - San Francisco (51 individual agencies), Paula Fausky d/b/a Timeless Travel v. American Airlines, et. al, in the United States District Court for the Northern District of Ohio Eastern Division (29 agencies) and Swope Travel et al. v. Orbitz et. al. in the United States District Court for the Eastern District of Texas Beaumont Division (6 agencies)). Collectively, these lawsuits seek damages and injunctive relief alleging that the certain airline defendants and Orbitz LLC: (i) conspired to prevent travel agents from acting as effective competitors in the distribution of airline tickets to passengers in violation of Section 1 of the Sherman Act; (ii) conspired to monopolize the distribution of common carrier air travel between airports in the United States in violation of Section 2 of the Sherman Act; and that (iii) between 1995 and the present, the airline defendants conspired to reduce commissions paid to U.S.-based travel agents in violation of Section 1 of the Sherman Act. These cases have been consolidated in the United States District Court for the Northern District of Ohio Eastern Division. American is vigorously defending these lawsuits. A final adverse court decision awarding substantial money damages or placing restrictions on the Company's distribution practices would have an adverse impact on the Company.

On August 19, 2002, a class action lawsuit seeking monetary damages was filed, and on May 7, 2003, an amended complaint was filed in the United States District Court for the Southern District of New York (Power Travel International, Inc. v. American Airlines, Inc., et al.) against American, Continental Airlines, Delta Air Lines, United Airlines, and Northwest Airlines, alleging that American and the other defendants breached their contracts with the agency and were unjustly enriched when these carriers at various times reduced their base commissions to zero. The as yet uncertified class includes all travel agencies accredited by the Airlines Reporting Corporation "whose base commissions on airline tickets were unilaterally reduced to zero by" the defendants. The case is stayed as to United Airlines, since it filed for bankruptcy. American is vigorously defending the lawsuit. Although the Company believes that the litigation is without merit, a final adverse court decision awarding substantial money damages or forcing the Company to pay agency commissions would have an adverse impact on the Company.

remediating various environmental conditions at the Miami International Airport (MIA) and funding the remediation costs through landing fees and various cost recovery methods. American and AMR Eagle have been named as potentially responsible parties (PRPs) for the contamination at MIA. During the second quarter of 2001, the County filed a lawsuit against 17 defendants, including American Airlines, Inc., in an attempt to recover its past and future cleanup costs (Miami-Dade County, Florida v. Advance Cargo Services, Inc., et al. in the Florida Circuit Court). The Company is vigorously defending the lawsuit. In addition to the 17 defendants named in the lawsuit, 243 other agencies and companies were also named as PRPs and contributors to the contamination. The case is currently stayed while the parties pursue an alternative dispute resolution process. The County has proposed draft allocation models for remedial costs for the Terminal and Tank Farm areas of MIA. While it is anticipated that American and AMR Eagle will be allocated equitable shares of remedial costs, the Company does not expect the allocated amounts to have a material adverse effect on the Company.

Four cases (each being a purported class action) have been filed against American arising from the disclosure of passenger name records by a vendor of American. The cases are: Kimmell v. AMR, et al. (U. S. District Court, Texas), Baldwin v. AMR, et al. (U. S. District Court, Texas), Rosenberg v. AMR, et al. (U. S. District Court, New York) and Anapolsky v. AMR, et al. (U.S. District Court, New York). The Kimmell suit was filed in April 2004. The Baldwin and Rosenberg cases were filed in May 2004. The Anapolsky suit was filed in September 2004. The suits allege various causes of action, including but not limited to, violations of the Electronic Communications Privacy Act, negligent misrepresentation, breach of contract and violation of alleged common law rights of privacy. In each case plaintiffs seek statutory damages of \$1000 per passenger, plus additional unspecified monetary damages. The Court dismissed the cases but allowed leave to amend, and the Kimmell and Rosenberg cases have been refiled. The Company is vigorously defending these suits and believes the suits are without merit. However, a final adverse court decision awarding a maximum amount of statutory damages would have an adverse impact on the Company.

American is defending three lawsuits, filed as class actions but not certified as such, arising from allegedly improper failure to refund certain governmental taxes and fees collected by the Company upon the sale of nonrefundable tickets when such tickets are not used for travel. The suits are: Coleman v. American Airlines, Inc., No. 101106, filed December 31, 2002, pending (on appeal) before the Supreme Court of Oklahoma. The Coleman Plaintiffs seek actual damages (not specified) and interest. Hayes v. American Airlines, Inc., No. 04-3231, pending in the United States District Court for the Eastern District of New York, filed July 2, 2004. The Hayes Plaintiffs seek unspecified damages, declaratory judgment, costs, attorneys' fees, and interest. Harrington v. Delta Air Lines, Inc., et. al., No. 04-12558, pending in the United States District Court for the District of Massachusetts, filed November 4, 2004. The Harrington plaintiffs seek unspecified actual damages (trebled), declaratory judgment, injunctive relief, costs, and attorneys' fees. The suits assert various causes of action, including breach of contract, conversion, and unjust enrichment. The Company is vigorously defending the suits and believes them to be without merit. However, a final adverse court decision requiring the Company to refund collected taxes and/or fees could have an adverse impact on the Company.

On March 11, 2004, a patent infringement lawsuit was filed against AMR Corporation, American Airlines, Inc., AMR Eagle Holding Corporation, and American Eagle Airlines, Inc. in the United States District Court for the Eastern District of Texas (IAP Intermodal, L.L.C. v. AMR Corp., et al.). The case was consolidated with eight similar lawsuits filed against a number of other unaffiliated airlines, including Continental, Northwest, British Airways, Air France, Pinnacle Airlines, Korean Air and Singapore Airlines (as well as various regional affiliates of the foregoing). The plaintiff alleges that the airline defendants infringe three patents, each of which relates to a system of scheduling vehicles based on freight and passenger transportation requests received from remote computer terminals. The plaintiff is seeking past and future royalties of over \$30 billion dollars, injunctive relief, costs and attorneys' fees. On September 7, 2005, the court issued a memorandum opinion that interpreted disputed terms in the patents. The plaintiff dismissed its claims without prejudice to its right to appeal the September 7, 2005 opinion. Although the Company believes that the plaintiff's claims are without merit and is vigorously defending the lawsuit, a final adverse court decision awarding substantial money damages or placing material

restrictions on existing scheduling practices would have an adverse impact on the Company.

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On July 12, 2004, a consolidated class action complaint, that was subsequently amended on November 30, 2004, was filed against American Airlines, Inc. and the Association of Professional Flight Attendants (APFA), the Union which represents the Company's flight attendants (Ann M. Marcoux, et al., v. American Airlines Inc., et al. in the United States District Court for the Eastern District of New York). While a class has not yet been certified, the lawsuit seeks on behalf of all of American's flight attendants or various subclasses to set aside, and to obtain damages allegedly resulting from, the April 2003 Collective Bargaining Agreement referred to as the Restructuring Participation Agreement (RPA). The RPA was one of three labor agreements the Company successfully reached with its unions in order to avoid filing for bankruptcy in 2003. In a related case (Sherry Cooper, et al. v. TWA Airlines, LLC, et al., also in the United States District Court for the Eastern District of New York), the court denied a preliminary injunction against implementation of the RPA on June 30, 2003. The Marcoux suit alleges various claims against the Union and American relating to the RPA and the ratification vote on the RPA by individual Union members, including: violation of the Labor Management Reporting and Disclosure Act (LMRDA) and the APFA's Constitution and By-laws, violation by the Union of its duty of fair representation to its members, violation by the Company of provisions of the Railway Labor Act through improper coercion of flight attendants into voting or changing their vote for ratification, and violations of the Racketeer Influenced and Corrupt Organizations Act of 1970 (RICO). Although the Company believes the case against it is without merit and both the Company and the Union are vigorously defending the lawsuit, a final adverse court decision invalidating the RPA and awarding substantial money damages would have an adverse impact on the Company.

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Item 6. Exhibits

The following exhibits are included herein:

- 10 Trust Agreement Under Supplemental Executive Retirement Program for Officers of American Airlines, Inc. Participating in the Super Saver Plus Plan.
- 12 Computation of ratio of earnings to fixed charges for the three and nine months ended September 30, 2005 and 2004.
- 31.1 Certification of Chief Executive Officer pursuant to Rule 13a-14(a).

31.2 Certification of Chief Financial Officer pursuant to Rule 13a-14(a).

32 Certification pursuant to Rule 13a-14(b) and section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code).

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Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

AMERICAN AIRLINES, INC.

Date: October 21, 2005

BY: /s/ James A. Beer
James A. Beer
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

TRUST AGREEMENT
 UNDER
 SUPPLEMENTAL EXECUTIVE RETIREMENT PROGRAM
 FOR OFFICERS OF AMERICAN AIRLINES, INC.
 PARTICIPATING IN THE \$UPER \$AVER PLUS PLAN

Adopted September 15, 2005

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TRUST AGREEMENT
 UNDER
 SUPPLEMENTAL EXECUTIVE RETIREMENT PROGRAM
 FOR OFFICERS OF AMERICAN AIRLINES, INC.
 PARTICIPATING IN THE \$UPER \$AVER PLUS PLAN

THIS AGREEMENT (the "Agreement") is made and entered into effective as of the 15th day of September, 2005 (the "Effective Date"), by and between AMERICAN AIRLINES, INC. (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Trustee"), a national association organized and existing under the laws of the United States, and the individuals constituting the Committee described in Section 10.1 hereof (the "Committee").

RECITALS

WHEREAS, in January 1985, the Board of Directors of AMR Corporation established the Supplemental Executive Retirement Program for Officers of American Airlines, Inc., as subsequently amended (the "Plan"), a copy of which is attached hereto as Exhibit A and made a part of this Agreement for all purposes, in part, for the purpose of paying under the Plan supplemental retirement benefits to certain officers of the Corporation who are participants (the "Participants") in AMR Corporation's Super Saver Plus Plan, a copy of which is attached hereto as Exhibit B and made a part of this Agreement for all purposes (such supplemental benefit scheme under the Plan to be referred to herein as the "Supplemental Super Saver Plus Plan"); and

WHEREAS, the Supplemental Super Saver Plus Plan has not been funded to date for the benefit of the Participants; and

WHEREAS, the Corporation seeks to establish an irrevocable trust to fund retirement benefits of the Participants of the Supplemental Super Saver Plus Plan; and

WHEREAS, the Corporation desires the Trustee to be responsible for the protection and conservation of the assets of the Trust, and the Trustee is willing to undertake such responsibility under the terms of the Agreement; thus, the Corporation will deliver assets to the Trustee to hold in trust for the purpose of accumulating funds to pay benefits under the Supplemental Super Saver Plus Plan as they become due and payable; and

WHEREAS, the Corporation desires for the Committee to be responsible for the administration of the Trust, and the individuals identified in Schedule B have agreed to serve as the Committee responsible for the administration of the Trust and are willing to undertake the responsibility and duties of the Committee pursuant to the terms of the Agreement; and

WHEREAS, the Corporation intends the Trust to operate as a secular trust for Federal income tax purposes, whereby the Participants will be subject to current taxation on the funds held in the Trust; and

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WHEREAS, the trust established by this Agreement is not intended to be a "grantor trust" pursuant to Sections 671 through 679 of the Internal Revenue Code of 1986, as amended (the "Code"), but is intended to be a taxable trust pursuant to Sections 641 et seq. of the Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Corporation, the Trustee and the Committee hereby agree as follows.

ARTICLE I DEFINITIONS

Each word or phrase used herein which is in quotations shall have the meaning set forth in this Article I, unless a different meaning is clearly required by context.

Section 1.1. Account. "Account" means the separate account established and maintained under the Fund with respect to each Participant to provide a source of funds for the benefits payable by the Corporation to, or with respect to, each such Participant under the Supplemental Super Saver Plus Plan.

Section 1.2. Actuary. "Actuary" means the then acting actuary or firm of actuaries employed by the Corporation to advise the Corporation with respect to contributions to be made under the Supplemental Super Saver Plus Plan. The initial Actuary shall be Towers, Perrin, Forster & Crosby, Inc. and Subsidiaries.

Section 1.3. Beneficiary. "Beneficiary" holds the identical definition of the term as defined in the Plan.

Section 1.4. Code. "Code" means the Internal Revenue Code of 1986, as amended.

Section 1.5. Committee. "Committee" means the committee of persons to whom the Corporation has delegated the responsibility of the Trust's administration.

Section 1.6. Corporation. "Corporation" means American Airlines, Inc. and any successor thereto, or to the business thereof, by whatever form or manner resulting.

Section 1.7. Expense Account. "Expense Account" means a separate account of the Fund whereby the Corporation may make contributions to be utilized by the Trustee to pay the compensation, fees and expenses of the Trustee and the Committee and other expenses of the Trust.

Section 1.8. Fund. "Fund" means the money and property held by the Trustee under this Agreement.

Section 1.9. Investment Manager. "Investment Manager" means the then acting manager of all or any of the assets of the Fund that is appointed by the Committee to exercise investment responsibility with respect to all or such portion of the Fund as determined by the Committee.

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Section 1.10. Participant. "Participant" means a "Participant" in the Plan as defined in the Plan who is a participant of the Super Saver Plus Plan, and thus, a participant of the Supplemental Super Saver Plus Plan as referred to herein. Attached hereto as Schedule A is a list of the names of the Participants of the Supplemental Super Saver Plus Plan as of the Effective Date of this Agreement. The Corporation will revise the list from time to time to reflect changes in the identity of the Participants of the Supplemental Super Saver Plus Plan.

Section 1.11. Plan. "Plan" means the Supplemental Executive Retirement Program for Officers of American Airlines, Inc. originally effective January 1, 1985, and as amended from time to time, including certain retirement benefits heretofore authorized and which may hereafter be authorized to be payable to certain employees of the Corporation.

Section 1.12. Super Saver Plus Plan. "Super Saver Plus Plan" means the plan referred to as "Super Saver Plus" under Super Saver, A 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries, originally effective July 1, 1988, and as amended from time to time.

Section 1.13. Supplemental Super Saver Plus Plan. "Supplemental Super Saver Plus Plan" means the benefit scheme under the Plan whereby supplemental benefits are afforded to officers of the Corporation who are participants of the Super Saver Plus Plan.

Section 1.14. Trust. "Trust" means the trust provided for under this Agreement.

Section 1.15. Trustee. "Trustee" means the then acting trustee of the Trust. The initial trustee of the Trust is Wachovia Bank, National Association.

Section 1.16. Valuation Date. "Valuation Date" means (i) the last business day of each calendar quarter; (ii) in the case of a Participant who retires or whose employment with the Corporation is terminated for any reason, the last business day of the calendar month coincident with or immediately preceding the date of such retirement or termination; and (iii) each other date or dates specified by the Committee to the Trustee for the valuation of the Fund and adjustment of Accounts.

ARTICLE II
CREATION, PURPOSE AND
ADMINISTRATION OF THE TRUST

Section 2.1. Purpose of the Trust; Separate Trust. This Trust is established by the Corporation, the Trustee and the Committee for the purpose of accumulating funds to pay benefits under the Supplemental Super Saver Plus Plan. Payments from the Fund to Participants or their Beneficiaries shall be in discharge of the Corporation's liability under the terms of the Supplemental Super Saver Plus Plan under the Plan to such Participants to the extent such benefits are paid from the Fund. The Corporation intends that each Account established pursuant to Article III be treated as a separate trust designed to satisfy, in whole or in part, the Corporation's liability under the Supplemental Super Saver Plus Plan to the Participant with respect to whose benefit such Account is maintained.

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Section 2.2. Administration of the Trust. The Committee shall be solely responsible for the administration of the Trust. The Committee shall, upon request of the Trustee, furnish the Trustee with such reasonable information as is necessary or appropriate for the Trustee to carry out its responsibilities under this Agreement, and the Trustee shall be entitled to rely conclusively on the information received from the Committee. The Corporation shall be responsible for the administration of the Supplemental Super Saver Plus Plan. The Corporation shall, upon request of either the Committee or the Trustee, furnish each of the Committee and the Trustee with such reasonable information as each of the Committee or the Trustee shall deem necessary or appropriate to carry out the intent and purposes of the Trust, and each of the Committee and the Trustee shall be entitled to rely conclusively on the information received from the Corporation, unless, in the case of the Trustee, the Committee has informed the Trustee in writing not to rely on such information.

Section 2.3. Irrevocable; Not Subject to Creditor Claims. Subject to the provisions of Section 9.2 hereof, this Trust shall be irrevocable. In addition, the Fund shall not be subject to the claims of the creditors of the Corporation in a bankruptcy or other insolvency proceeding under Federal or state law, but shall be maintained for the exclusive purpose of providing benefits to Participants under the Supplemental Super Saver Plus Plan.

Section 2.4. Secured Interest; Separate Account. Each Participant shall have a secured interest in the Account maintained in the Fund with respect to the benefits payable under the Supplemental Super Saver Plus Plan. Each Participant's Account will be maintained as a separate account within the meaning of Section 404(a)(5) of the Code. The Corporation agrees that during the existence of the Trust, the Corporation shall not permit or cause, or amend this Agreement to permit or cause, the Fund, or any part hereof, to be used for or diverted to purposes other than the payment of benefits under the Supplemental Super Saver Plus Plan to Participants and their Beneficiaries.

ARTICLE III ACCOUNTS

Section 3.1. Fund and Accounts.

(a) The Fund under this Trust shall consist of such sums of money or other property (and the earnings thereon) as shall from time to time be paid or delivered to the Trustee and held by it pursuant to the terms of this Agreement. Simultaneously with the execution of this Agreement, the Corporation shall deposit TWENTY NINE THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS (\$29,566), which shall become the initial principal of the Fund.

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(b) At the time the Corporation makes an initial contribution to the Trust with respect to the benefits of a Participant, it shall notify the Trustee of such fact and an Account shall be established by the Trustee under the Fund with respect to such Participant and the amount so contributed or directed to be allocated shall be credited to such Account. Any subsequent contributions to the Trust with respect to the benefits of such Participant also shall be credited to such Account. The Corporation shall provide the Trustee with such information or reports as are necessary to credit contributions to the Account maintained with respect to each Participant in accordance with Section 4.3 hereof.

Section 3.2. Written Certifications Provided by Corporation to the Trustee. Subject to this Section 3.2, the Trustee shall have responsibility for the maintenance of Account records, including, without limitation, the responsibility for

making determinations regarding the adjustment of such Accounts under Section 3.4 hereof. The Corporation shall provide the Trustee from time to time, but not less frequently than annually, with written certifications pursuant to Section 4.3 hereof concerning the amount and form of benefits payable to each Participant under the Supplemental Super Saver Plus Plan and the time or times when such benefits shall become payable. Each such certification shall state that it is made in accordance with the terms of the Supplemental Super Saver Plus Plan under the Plan, is binding on the Trustee, and may not be modified, amended or rescinded in any manner whatsoever, except by a subsequent certification which complies with the requirements of Section 4.3 hereof. The Trustee shall not be bound by, and shall ignore, any such certification which does not comply with the requirements of Section 4.3 hereof. The Trustee shall make payments to Participants and Beneficiaries strictly in accordance with the terms of Section 4.4 hereof and shall have no responsibility or duty to evaluate such certifications or other reports with respect to their validity, accuracy or completeness or to make any inquiry regarding the data or information contained therein. If the Corporation does not provide the Trustee with the information necessary to establish an Account pursuant to this Section 3.2 and Section 4.3 hereof, the Trustee shall deposit any contributions for which it has not received information into the Expense Account, and shall maintain the contributions in the Expense Account until it has received such information.

Section 3.3. Benefits Payable. Any benefits becoming payable under the Supplemental Super Saver Plus Plan to a Participant or Beneficiary shall be paid from the Fund and charged against the Account maintained with respect to the benefits of such Participant. No payment shall be made from the Fund to or with respect to a Participant to the extent that such payment would exceed the balance then remaining in the Account maintained with respect to such Participant.

Section 3.4. Account Adjustment. As of each Valuation Date, and based upon the results of its valuation of the Fund as of such Valuation Date, the Trustee shall adjust each Account to reflect the realized and unrealized gains and losses and the income and expenses of the Fund on an accrual basis since the preceding Valuation Date. Such adjustments shall be made on the basis of the relative balance in each Account immediately after the adjustment made as of the preceding Valuation Date, reduced by any benefits charged thereto under Section 3.3 hereof since such preceding Valuation Date, and increased by any contribution made to the Fund under Sections 3.8 and 4.1 hereof since the preceding Valuation Date. As of any date other than a Valuation Date, the balance of any Account shall be the balance of such Account as of the preceding Valuation Date, reduced by any benefit payments charged thereto under Section 3.3 hereof since the preceding Valuation Date and increased by any contributions credited thereto under Sections 3.8 and 4.1 hereof since the preceding Valuation Date.

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Section 3.5. Maintenance of Accounts. Once established, an Account shall be maintained with respect to the benefits of each Participant until it has been liquidated through distribution to the Participant, or a Beneficiary thereof.

Section 3.6. Taxability of the Trust and the Participants.

(a) It is intended that the Trust not constitute a "grantor trust" under Sections 671 through 679 of the Code, and, notwithstanding any provision of this Agreement to the contrary, the Corporation, as the grantor of the Trust, shall not possess any power under this Agreement that would cause the Trust to constitute a "grantor trust." It is intended that the Trust constitute a taxable entity under Sections 641 et. seq. of the Code. Accordingly, the Trustee acknowledges and agrees that the Corporation is not the owner of the Trust for Federal income tax purposes. Notwithstanding any provision of this Agreement to the contrary, none of the powers granted to the Trustee shall be

construed to enable the Corporation, the Trustee or anyone else, to buy, exchange or otherwise deal with the Fund for less than adequate and full consideration in money or money's worth, or to enable the Corporation, the Trustee or any entity in which the Corporation, the Trustee, or both, have a substantial interest, to borrow from the Fund, directly or indirectly, without adequate interest or security; no one but the Trustee (or the Investment Manager) may vote or direct the vote of any corporate shares or other securities of the Trust, or control the Trust's investments or reinvestments by substituting other property of equal value; the Trustee is not required to surrender Trust assets upon being tendered substitute assets, regardless of the relative values of the assets involved.

(b) The Trust is a funded trust and, as such, it is intended that each Participant in respect of whom an Account is maintained be taxed in accordance with Section 402(b) of the Code. Consequently, contributions to the Trust by the Corporation shall be taxable to the Participants in accordance with Section 402(b)(1) of the Code. (The Corporation shall take a deduction for the amount of such contributions, for United States federal income tax purposes, in accordance with Section 404(a)(5) of the Code.) Except as is necessary to satisfy the Trust's obligation upon a distribution to withhold taxes and to pay over such withheld amounts to the appropriate taxing authorities, the Trust shall not have any obligation or liability for the payment of any income, estate, gift or employment taxes payable by a Participant or Beneficiary, or the estate of a Participant or Beneficiary, with respect to benefits payable under the Supplemental Super Saver Plus Plan. The Trustee shall have the sole responsibility to file any tax returns, reports or other information as may be required by any Federal, state, local or other taxing or governmental authority with respect to the Trust, its income and distributions and withholding therefrom. The Corporation shall be liable for the payment of employment taxes due as a result of contributions made by the Corporation on behalf of a Participant (and the filing of any tax returns, reports or other information as required with respect to such payments).

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Section 3.7. Accumulation/Distribution of Trust Income. All of the income and gain derived from the Fund shall be accumulated and allocated to the Accounts of the Participants pursuant to Section 3.4 hereof; provided, however, that the Committee shall have the right, in its sole and absolute discretion, to instruct the Trustee to distribute all or a portion of such income and gain from the Participants' respective Accounts to the Participants.

Section 3.8. Contributions by the Corporation for Income Taxes. If the income and gain derived by the Trust in any taxable year is subject to United States Federal, state or local income tax (e.g., because the Committee has elected not to distribute such income and gain to the Participants) the Trustee shall pay such income taxes from the Fund except to the extent that the Corporation contributes to the Trust an amount to enable the Trustee to pay such income taxes. To the extent such taxes are paid from the Fund, the Accounts shall be reduced on a pro-rata basis.

ARTICLE IV CONTRIBUTIONS, CERTIFICATIONS AND DISTRIBUTIONS

Section 4.1. Contributions to the Trust. The Corporation may make such contributions to the Trust as it shall determine in its sole and absolute discretion, are necessary to provide benefits to the Participants under the Supplemental Super Saver Plus Plan and for the Trust to pay any income taxes due on its income and gain (as provided in Section 3.8 hereof). Notwithstanding anything to the contrary contained herein, no

person, including, without limitation, the Trustee, the Actuary, any Participant or former Participant, or any Beneficiary thereof, shall have the right to require the Corporation to make any contribution to the Trust or to question the accuracy or correctness of any amounts so contributed.

Section 4.2. Provision of Benefits is Binding Obligation of Corporation. Except to the extent that benefits to which a Participant, or the Beneficiary thereof, is entitled under the Supplemental Super Saver Plus Plan are actually paid from the Fund, nothing contained in this Agreement shall relieve the Corporation of its obligations under the Supplemental Super Saver Plus Plan to or with respect to such Participant.

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Section 4.3. Provision of Reports and Written Certifications by the Corporation to the Trustee. The Corporation shall maintain, and furnish the Trustee with, such reports, documents, and information as shall be required by the Trustee to carry out its obligations under this Agreement, including, without limitation, written reports setting forth the identity of Participants with respect to whose benefits contributions are made to the Trust and the amount of such contributions, and the written certifications regarding Participants' benefits described below. At or about the time an Account is established with respect to the benefits of a Participant, the Corporation shall furnish the Trustee with a written certification which includes the amount of the Participant's benefits, the time or times as of which such benefits shall become payable, the present value of such benefits as of a specific date or dates, any conditions which must be satisfied in order for the Participant to become entitled to such benefits, and the identity of the Participant's Beneficiary and the specific conditions under which benefits shall become payable to such Beneficiary. Such certifications may be revised by the Corporation at any time, and from time to time, to reflect, among other things, entitlement of the Participant to increased benefits or an earlier time of payment under the Supplemental Super Saver Plus Plan and to reflect changes in Beneficiary designations by the Participant. No certification shall be revised, nor shall the Trustee be bound by or honor any such revision, to decrease the benefits of a Participant or to impose additional or more stringent conditions with respect to a Participant's eligibility for benefits. The Trustee shall rely on the most recent reports, documents, information, and certifications furnished to it by the Corporation which comply with the preceding sentence.

Section 4.4. Distributions to Participants. At such time as a Participant, or the Beneficiary thereof, is entitled to the receipt of benefits from the Supplemental Super Saver Plus Plan, he or she shall be entitled to receive from the Account maintained with respect to such Participant the amount in cash or property, as the case may be, to which he or she is entitled under the terms of the Supplemental Super Saver Plus Plan taking into account any prior distributions made to the Participant under the Supplemental Super Saver Plus Plan. The Trustee also shall make payments from the Fund to each Participant or Beneficiary entitled thereto under the Supplemental Super Saver Plus Plan in accordance with Section 3.7 hereof upon written direction from the Committee. All distributions made by the Trust shall be in accordance with the most recent certification filed with the Trustee pursuant to and in compliance with Section 4.3 hereof promptly upon receipt of written direction from the Corporation or upon receipt of evidence submitted by the Participant satisfactory to the Trustee that the Participant has retired or otherwise terminated his employment with the Corporation, voluntarily or otherwise. The Trustee shall not be required to engage in its own independent investigation regarding any such payment, but shall provide the Corporation with written confirmation of the fact and amount of such payment after it is made.

Section 5.1. Determination of Corporation's Fund Contributions by Actuary. The Actuary shall calculate from time to time the amount of the contributions that it estimates should be made to the Fund by the Corporation for the purpose to accumulate funds to provide benefits under the Supplemental Super Saver Plus Plan; provided, however that, pursuant to Section 4.1 hereof, the Corporation may determine, in its sole and absolute discretion, whether, and to what extent, the Corporation shall make contributions to the Fund.

Section 5.2. Resignation/Removal of Actuary. The Actuary may resign at any time by delivery of written notice of resignation to the Corporation. Such resignation shall take effect as of a future date specified in the notice of resignation, which date shall not be earlier than the date ninety (90) days after the day on which the notice is received. The Actuary may be removed by the Corporation at any time by delivery of written notice of such removal to the Actuary. Such removal shall take effect as of a future date specified in the notice of removal, which date shall not be earlier than the date sixty (60) days after the day on which the notice is received, or such earlier date as may be agreed to by the Actuary and the Corporation. Notwithstanding the foregoing, in no event will any such resignation or removal be effective until a successor Actuary has been appointed upon such resignation or removal. Upon the Corporation's receipt of notice of such resignation or removal, the Corporation shall appoint a successor Actuary, by written instrument, to serve commencing on the effective date of the former Actuary's resignation or removal. If a successor is not appointed by the Corporation within sixty (60) days after the issuance of notice of the Actuary's resignation or removal, the Committee shall appoint the successor Actuary.

ARTICLE VI INVESTMENTS AND POWERS OF THE TRUSTEE

Section 6.1. Fund Held in Trust. The Fund shall be held in trust by the Trustee. The sole responsibilities, powers and duties of the Trustee with respect to the Trust and the Fund shall be as set forth in this Agreement. The Trustee shall be a directed trustee only, with no discretionary authority or responsibility, with respect to the Fund except to the extent that it has discretion within investment guidelines provided to it in writing by the Committee.

Section 6.2. Types of Investments.

(a) Except as otherwise provided in Section 6.4 hereof, the Trustee shall invest and reinvest the assets of the Trust, without distinction between principal and income, pursuant to investment guidelines delivered to it in a manner which has the primary purpose of preservation of principal and liquidity of the Fund and, secondarily, to the extent consistent with the goal to preserve principal and liquidity of the Fund, which maximizes the income of the Fund. The Trustee is expressly authorized to invest the Fund, or any portion thereof, in any property, real, personal or mixed, wherever situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stocks, mutual funds, bonds, notes, debentures, securities convertible into common stock, leaseholds, mortgages (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), interest bearing accounts and certificates of deposit, oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), equipment trust certificates, investment trust certificates, savings bank deposits, and commercial paper, provided that the assets of the Trust shall at no time be invested in the equity or debt securities, whether secured or unsecured, of the Corporation, its affiliates or its trades or businesses

except to the extent such security may be held in a mutual fund. Pending such investment and reinvestment, the Trustee may temporarily invest and reinvest the funds, at its discretion, in any marketable short and medium term fixed income securities, United States Treasury Bills, other short and medium term government obligations, commercial paper, other money market instruments and part interests in any one or more of the foregoing or money market mutual funds, or may maintain cash balances consistent with the liquidity needs of the Trust as determined by the Trustee.

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(b) The Trustee shall, at the direction of the Committee, purchase life insurance and/or annuity contracts providing flexible funding or similar vehicles or for the investment of assets in separate accounts invested in any securities and other property including real estate, regardless of whether or not the insurance carrier shall have assumed any contractual or other liability as to the benefits to be provided thereunder, the value thereof, or the return therefrom. Such life insurance and/or annuity contracts shall be considered investments of the Trust and all rights, privileges, options and elections contained therein shall vest in the Trustee but shall be exercised, assigned or otherwise disposed of as directed by the Committee. The insurance carrier under any such contract shall have full responsibility for the management and control of the assets held thereunder.

Section 6.3. Powers and Authority of Trustee. In addition to the powers elsewhere conferred upon the Trustee under this Agreement and subject to Sections 6.2 and 6.4 hereof, the Trustee shall be authorized and empowered, in its discretion, to exercise any and all of the following rights, powers and privileges with respect to any cash, securities or other properties held by the Trustee in trust hereunder, acting in accordance with written instructions received from the Committee:

(a) To sell any such property at such time and upon such terms and conditions as the Trustee deems appropriate. Such sales may be public or private, for cash or credit, and may be made without notice or advertisement of any kind.

(b) To exchange, mortgage, pledge or lease any such property and to convey, transfer or dispose of any such property on such terms and conditions as the Trustee deems appropriate.

(c) To grant options for the sale, transfer, exchange or disposal of any such property.

(d) To exercise all voting rights pertaining to any securities; to consent to or request any action on the part of the issuer of any such securities; and to give general or special proxies or powers of attorney with or without power of substitution.

(e) To consent to or participate in amalgamations, reorganizations, recapitalizations, consolidations, mergers, liquidations or similar transactions with respect to any securities, and to accept and to hold any other securities issued in connection therewith.

(f) To exercise any subscription rights or conversion privileges with respect to any securities held in the Fund.

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(g) To collect and receive any and all money and other

property of whatsoever kind or nature due or owing or belonging to the Fund and to give full discharge and acquittance therefor; and to extend the time of payment of any obligation at any time owing to the Fund, as long as such extension is for a reasonable period and continues to bear reasonable interest.

(h) To cause any securities or other property to be registered in, or transferred to, the individual name of the Trustee or in the name of one or more of its nominees, or one or more nominees of any system for the centralized handling of securities, or it may retain them unregistered and in form permitting transferability by delivery, but the books and records of the Trust shall at all times show that all such investments are a part of the Fund.

(i) To organize under the laws of any state a corporation for the purpose of acquiring and holding title to any property which the Trustee is authorized to acquire under this Agreement and to exercise with respect thereto any or all of the powers set forth in this Agreement.

(j) To manage, operate, repair, improve, develop, preserve, mortgage or lease for any period any real property or any oil, mineral or gas properties, royalties, interest or rights held by it directly or through any corporation, either alone or by joining with others, using other Trust assets for any of such purposes; to modify, extend, renew, waive or otherwise adjust any or all of the provisions of any such mortgage or lease; and to make provision for amortization of the investment in or depreciation of the value of such property.

(k) To settle, compromise, or submit to arbitration any claims, debts or damages due or owing to or from the Trust; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust requires it; and to represent the Trust in all suits or legal proceedings in any court of law or equity or before any other body or tribunal, insofar as such suits or proceedings relate to any property forming part of the Fund or to the administration of the Fund.

(l) To borrow money from itself or others for the purposes of the Trust.

(m) To purchase, hold and sell interests or units of participation in any collective or common trust fund established by the Trustee, including any such funds which may be established in the future.

(n) Generally to do all acts, whether or not expressly authorized which the Trustee deems necessary or appropriate to perform its duties and discharge its responsibilities under this Agreement.

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(o) To retain the services of outside legal counsel and/or other professionals as may be necessary to assist it in connection with the administration of the Trust and/or management or conservation of the Fund's assets, including defending the Trust from attack, claims or litigation regarding its assets.

(p) To pay expenses of the Trust that are incurred in connection with the administration of the Trust and/or the management of the Fund's assets.

Section 6.4. Investment of Fund by Investment Manager.

(a) Appointment of Investment Manager. The Committee may appoint one or more Investment Managers, which may be the Trustee or an affiliate of the Trustee, to manage (including the power to acquire and dispose of) all or any of the assets of the Fund. In the event of such

appointment, the Committee shall establish the portion of the assets of the Fund that shall be subject to the management of any such Investment Manager and shall notify the Trustee in writing of such appointment and the assets subject to the Investment Manager's discretion. If there shall be more than one Investment Manager, the portion of the Fund to be invested by each such Investment Manager shall be held in a separate account and the powers and authority of each such Investment Manager shall be divided as set forth in the instruments appointing such Investment Managers. To the maximum extent permitted by law, the Trustee shall be protected in assuming that the appointment of an Investment Manager remains in effect until it is otherwise notified by the Committee in writing. With respect to the assets over which an Investment Manager has investment responsibility, the Investment Manager shall possess all of the investment powers and responsibilities granted to the Committee hereunder, and the Trustee shall invest and reinvest such assets pursuant to the direction of the Investment Manager. Notwithstanding the foregoing, to the extent so provided in the document by which the Investment Manager accepts its appointment, the Committee may:

(i) Direct the Investment Manager that certain investments or types of investments shall be made or liquidated;

(ii) Direct the Investment Manager that certain investments or types of investments not be made; and

(iii) Require that the Investment Manager obtain approval from the Committee prior to acquiring or disposing of all or any assets under its control.

(b) Successor Investment Manager. The Committee may terminate its appointment of an Investment Manager at any time and shall in writing notify the Trustee of such termination, and may thereafter appoint a successor Investment Manager in the same manner as provided in this Section 6.4. Such successor Investment Manager shall thereafter, until its appointment shall be terminated, be deemed to be an Investment Manager for all purposes of this Agreement. In the event that a Committee does not exist, the Trustee shall terminate any Investment Manager that is not an affiliate of the Trustee and shall immediately appoint its affiliate, Evergreen Investments, as Investment Manager.

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(c) Affect of Appointment of Investment Manager on Trustee. So long as an Investment Manager (other than the Trustee or one of its affiliates) is serving as such, the Trustee shall be under no duty or obligation to review the assets comprising any portion of the Fund managed by the Investment Manager, to make any recommendations with respect to the investment or reinvestment thereof, or to determine whether any direction received from any Investment Manager is proper or within the terms of this Agreement or to monitor the activities of any Investment Manager. The Trustee shall have no liability or responsibility to the Corporation, the Committee or any persons claiming any interest in the Fund for acting without question on the direction of, or for failing to act in the absence of any direction from, the Committee or any Investment Manager unless the Trustee participated knowingly in, or knowingly undertook to conceal, an act or omission of the Committee or of any Investment Manager constituting a breach of its duties hereunder, knowing such act or omission was a breach of such duties; provided, however, that the Trustee shall not be deemed to have "participated" in a breach (i) by the Committee or to have "knowledge" of any such breach as a result of accepting any property contributed to the Trust in the Corporation's discretion or retaining such property as an investment for the Fund at the Committee's direction; and

(ii) by the Committee or any Investment Manager for the purposes of this undertaking solely as a result of the performance by the Trustee or its officers, employees or agents of any custodial, reporting, recording, and bookkeeping functions with respect to any assets of the Fund managed by any Investment Manager, or with respect to which the Trustee has received directions from the Committee, or solely as a result of settling purchase and sale transactions entered into or directed by any Investment Manager or the Committee, or to have "knowledge" of any such breach solely as a result of the information received by the Trustee or its officers, employees or agents in the normal course in performing such functions, or settling such transactions. If the Trustee has actual knowledge of a breach committed by an Investment Manager, it shall promptly notify the Committee in writing thereof, and the Trustee, except as required by applicable law, shall thereafter have no responsibility to remedy such breach.

Section 6.5. Making Benefit Payments Upon Retirement or Employment Termination. Upon receipt of (i) direction from the Corporation consistent with certifications theretofore delivered to the Trustee pursuant to Section 4.3 hereof or (ii) evidence submitted by a Participant satisfactory to the Trustee that the Participant has retired or otherwise terminated his employment with the Corporation, the Trustee shall promptly make benefit payments by its check, mailed to the payee at the address furnished to the Trustee in accordance with the most recent certifications theretofore furnished to the Trustee with respect to the Participant. Taxes withheld from benefit payments shall be paid by the Trustee to the appropriate taxing authorities. All returns, records and forms required to be filed with the Federal, state and local taxing authorities or delivered to each Participant and Beneficiary shall be the sole responsibility of the Trustee. All income taxes required to be paid by each Participant (and any returns, records and forms required with respect to such taxes) shall be the sole responsibility of such Participant.

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Section 6.6. Deposit of Contributions by Trustee. The Trustee shall accept for deposit in the Fund all contributions in cash made by the Corporation under this Agreement and shall promptly acknowledge receipt of same. The Trustee shall have no responsibility to determine or to question the accuracy or correctness of any amounts so contributed.

Section 6.7. Dealings with the Trustee. Persons dealing with the Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to the Trustee or to inquire into the Trustee's authority as to any transaction.

Section 6.8. Use of Fund Assets to Pay Trust Expenses. If the amount in the Expense Account is insufficient to pay the expenses of the Trust, the Trustee may, in its discretion or at the discretion of the Committee, use assets of the Fund (other than those deposited in the Expense Account) to pay the expenses of the Trust, including, without limitation, any (i) legal or other professional expenses incurred in connection with the management, protection or conservation of the assets of the Fund and (ii) insurance premiums that may be incurred with respect to any fiduciary liability insurance that may be obtained by the Trust to cover potential claims for indemnification that may be made by members of the Committee pursuant to Section 10.3 hereof.

ARTICLE VII DUTIES OF THE TRUSTEE

Section 7.1. General Duties of the Trustee.

(a) It shall be the duty of the Trustee to protect and conserve all property received by it hereunder which, together with the income and gains therefrom and

additions thereto, shall constitute the Fund. The Trustee shall manage, invest and reinvest the Fund, collect the income thereof, and make payments therefrom, all as herein provided.

(b) The Trustee shall discharge its duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and, in accordance with the documents and instruments governing the Supplemental Super Saver Plus Plan and the Trust.

Section 7.2. Valuation of Fund. The Trustee shall value the Fund as of each Valuation Date at current fair market value and shall report the results of such valuation to the Committee. The Trustee shall value the assets of the Trust at market and on such other basis or bases (including, without limitation, cost) as the Committee shall reasonably request. The market value of the assets shall be equal to the market value of the securities and other assets in the Fund, plus cash, interest, dividends and other sums received and accrued but not yet invested. The market value of the securities and other assets in the Fund shall be based on such market quotations and other information as are available to the Trustee and as may in the Trustee's discretion be appropriate.

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Section 7.3. Reports and Records. The Trustee shall:

(a) Keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions in the Fund as it shall deem necessary and proper with respect to its administration of the Trust, and permit inspection of such accounts, records and assets of the Trust by any duly authorized representative of the Corporation, the members of the Committee or the Participants during regular business hours.

(b) Within sixty (60) days (or such shorter period of time as the Corporation shall reasonably request) following the close of the accounting year, and at such other intervals as are mutually agreed to by the Trustee, the Corporation and the Committee, the Trustee shall file with the Corporation, the Committee and, unless the Corporation otherwise directs in writing, the Participants a written account with respect to the transactions effected by the Trustee during such accounting year or other period. The Corporation and the Committee shall file written objections, if any, with respect to the propriety of the Trustee's acts and transactions shown in such account within a period of ninety (90) days from the date of filing such annual or other account. If within ninety (90) days after the receipt of the account or any amended account the Corporation or the Committee has not signed and returned a counterpart to the Trustee, nor filed with the Trustee notice of any objection to any act or transaction of the Trustee, the account or amended account shall become an account settled as between the Trustee and the Corporation and/or the Committee. If any objection has been filed, and if the Corporation and/or the Committee are satisfied that it should be withdrawn or if the account is adjusted to their satisfaction, the Corporation and/or the Committee shall in writing filed with the Trustee signify their approval of the account, and the account shall become an account settled as between the Trustee and the Corporation and the Committee.

When an account becomes an account settled, such account shall be finally settled, and the Trustee shall be completely discharged and released, as if such account had been settled and allowed by a judgment or decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the Corporation, the Committee and all persons having or claiming to have any interest in the Fund or under the Supplemental Super Saver Plus Plan were parties.

The Trustee, the Corporation or the Committee shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustee not previously settled as hereinabove provided. In any such action or proceeding it shall be necessary to join as parties only the Trustee, the Corporation and the Committee (although the Trustee may also join other parties as it deems appropriate), and any judgment or decree entered therein shall be conclusive.

(c) Make such periodic reports to the Corporation and the Committee as may be mutually agreed to by the Trustee, the Corporation and the Committee, as applicable.

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(d) Prepare and timely file such tax returns and such other reports and documents, together with supporting data and schedules, as may be required of the Trustee by law, with any taxing authority or any other government authority, whether local, state or Federal.

(e) Provide the Participants with copies of all such reports, returns, filing and documents required by law, and provide the Corporation each year with any necessary reports or documents in sufficient time for the Corporation to finalize the preparation and issuance of Form W-2's to the Participants on or before January 31 of the respective year.

Section 7.4. No Duty to Advance Funds or to Administer the Supplemental Super Saver Plus Plan. The Trustee shall have no obligation to advance its own funds for the purpose of fulfilling its responsibilities under this Agreement, and its obligation to incur expenses shall at all times be limited to amounts in the Trust available to be applied toward such expenses. The Trustee shall not be responsible in any respect for administering the Supplemental Super Saver Plus Plan.

Section 7.5. Resignation/Removal of Trustee. The Trustee may resign at any time by delivery of written notice of resignation to the Committee. Such resignation shall take effect as of a future date specified in the notice of resignation, which date shall not be earlier than the date ninety (90) days after the day on which the notice is received, or such earlier date as may be agreed to by the Trustee and the Committee. In addition, the Trustee may be removed by the Committee at any time by delivery of written notice of such removal to the Trustee. Such removal shall take effect as of a future date specified in the notice of removal, which date shall not be earlier than the date sixty (60) days after the day on which the notice is received, or such earlier date as may be agreed to by the Trustee and the Committee.

Upon the Committee's receipt of notice of such resignation or removal, the Committee shall appoint a successor Trustee by written instrument, to serve commencing on the effective date of the former Trustee's resignation or removal. If a successor is not appointed by the Committee within sixty (60) days after the issuance of notice of the Trustee's resignation or removal, the Trustee may apply to a court of competent jurisdiction for the appointment of his or its successor. All expenses of the Trustee in connection with the proceeding shall be allowed as an administration expense of the Trust. The Trustee shall continue to serve until a successor accepts the Trust and receives delivery of the Fund. The appointment of a successor Trustee shall be effective when accepted in writing by the new Trustee. Upon the successor Trustee's acceptance of appointment and after the final account of the former Trustee has been settled, the former Trustee shall transfer and deliver the Fund to such successor. The former Trustee shall exercise any instrument necessary or reasonably required by the Committee or the successor Trustee to evidence the transfer. Moreover, the former Trustee shall deliver to the successor Trustee the originals of all reports, records, documents, and other written information in its possession regarding the Supplemental Super Saver Plus Plan,

the Fund, and the Participants and shall deliver copies thereof to the Committee and to a person designated by a majority of the persons who are Participants (or the Beneficiary of a deceased Participant) on the date of such resignation or removal, and thereupon shall be entitled to all unpaid compensation, fees and reimbursements to which it is entitled under this Agreement and shall be relieved of all responsibilities and duties under this Agreement.

All of the provisions set forth herein with respect to the Trustee shall relate to each successor with the same force and effect as if such successor had been originally named as a Trustee hereunder. Any successor Trustee shall have the same powers, rights and duties as its predecessor and shall have the same title to the Fund as its predecessor.

The successor Trustee need not examine the records and accounts of any prior Trustee. The successor Trustee shall not be responsible for, and the Corporation shall indemnify and defend the successor Trustee from, any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

ARTICLE VIII
COMPENSATION, IMMUNITIES
AND INDEMNITY OF THE TRUSTEE

Section 8.1. Trustee Compensation and Expenses. The Trustee shall be entitled to such compensation and fees for its services under this Agreement as shall be agreed upon from time to time with the Corporation. Likewise, the Corporation shall reimburse the Trustee for any expenses incurred by it, including, but not limited to, all proper charges and disbursements of the Trustee, and reasonable fees for legal services rendered to the Trustee (whether or not rendered in connection with a judicial or administrative proceeding). Such compensation, fees and reimbursement shall be paid to the Trustee pursuant to the terms set forth at Section 8.2 hereof. The Trustee's entitlement to compensation, fees or reimbursement hereunder shall not be affected by the resignation or removal of the Trustee or the termination of the Trust.

Section 8.2. Expense Account. The Corporation may from time to time make contributions to the Fund to be held in an Expense Account and to be utilized to pay the compensation, fees and expenses of the Trustee and the Committee and other expenses of the Trust. To the extent that there are monies in the Expense Account, the Trustee shall utilize such Expense Account for payment of the compensation, fees and expenses of the Trustee and the Committee, for payment of the indemnities referred to in Sections 8.4 and 10.3 hereof, and for other expenses of the Trust, and, in the absence of sufficient monies, shall seek reimbursement from the Corporation. In the event that the Corporation shall fail or refuse to make such reimbursement within sixty (60) days of demand, the Trustee may satisfy such obligations out of the other assets of the Fund in such manner as the Trustee deems to be reasonable in the circumstances, taking into account the amount of liquid assets, the anticipated needs to make distributions to Participants (or the Beneficiaries thereof), and such other factors as the Trustee deems relevant. If the Trustee satisfies any obligations of the Corporation to pay fees and expenses from other Fund assets, the Corporation shall immediately upon demand by the Trustee deposit into the Trust an amount of cash equal to the amount paid from such Fund assets if, at that time, the Trustee could not replace such assets with a cash amount equal to the liquidation value of such assets. If such funds are not deposited within sixty (60) days of such demand, the Trustee may, in its sole and absolute discretion, commence legal action against the Corporation for recovery of the amount paid out of the Fund. Notwithstanding anything herein to the contrary, no amount held in the Expense Account shall be used for purposes other than paying the

compensation, fees and expenses of the Trustee and the Committee and other expenses of the Trust, and shall not be distributed to or for the benefit of the Participants (or the Beneficiaries thereof).

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Section 8.3. Immunities. The Trustee shall have the following privileges and immunities:

(a) The Corporation and the Committee shall furnish the Trustee with instruments evidencing individuals designated by the Corporation or the Committee, as the case may be, who are empowered to give directions, statements, or certificates to the Trustee. A written direction, statement or certificate to the Trustee signed by any such individual shall be deemed to be the direction, statement or certificate of the Corporation or the Committee, as the case may be, and the Trustee may rely upon such directions, statements, or certificates to the extent not prohibited by law. The Corporation and the Committee shall furnish the Trustee from time to time with instruments evidencing the termination of such designated individuals or the appointment of new such designated individuals and the Trustee shall be entitled to rely upon such instruments as evidence of the identity and authority of such designated individuals and shall not be charged with notice of any change with respect thereto until the Corporation or the Committee, as the case may be, has furnished the Trustee with instruments relative to such change.

(b) The Trustee is authorized to seek the advice of, and consult with, legal counsel with respect to any matter involving the Trust. Such counsel may, but need not, be legal counsel to the Corporation. The Trustee shall be entitled to rely on the advice of legal counsel with respect to any matter involving the Trust. The Trustee may also from time to time employ agents and expert assistants and delegate to them such ministerial duties it may see fit. In the event that the Trustee does delegate such ministerial duties, it shall periodically review the performance of the person to whom these duties have been delegated. The Trustee shall be reimbursed by the Corporation for all costs arising from the employ of legal counsel, agents and expert assistants pursuant to the terms set forth at Section 8.2 hereof.

Section 8.4. Indemnity of the Trustee.

(a) The Corporation hereby indemnifies and holds the Trustee harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable fees for legal services and other costs of litigation, to which the Trustee may become subject pursuant to, arising out of, occasioned by, incurred in connection with, or in any way associated with this Agreement, including any reasonable discretionary action which the Trustee may take under the Trust, except for any act or omission constituting gross negligence or willful misconduct of the Trustee. If one or more liabilities shall arise, or if the Corporation fails to indemnify the Trustee as provided herein, or both, then the Trustee may engage counsel of the Trustee's choice, but at the Corporation's expense, either to conduct the defense against such liabilities, or to conduct such actions as may be necessary to obtain the indemnity provided for herein, or to take both such actions. The Trustee shall notify the Corporation within fifteen (15) days after the Trustee has engaged counsel of the name and address of such counsel.

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(b) If the Trustee shall be entitled to indemnification by the Corporation pursuant to this Section 8.4, and the Corporation shall not provide such indemnification upon demand, the Trustee may apply the assets of the Fund in full satisfaction of the obligations for indemnity by the Corporation, and any legal proceeding by the Trustee against the Corporation for such indemnification shall be in behalf of the Trust.

Section 8.5. Determination of Interests in the Fund, Enforcement of Trust and Legal Proceedings. The interest of the Participants (and the Beneficiaries thereof) in the Fund shall be determined in accordance with the terms of the Supplemental Super Saver Plus Plan under the Plan. The Trustee shall have no duty to question any direction given by the Corporation or the Committee to the Trustee, including any direction advising the Trustee as to such interests under the Supplemental Super Saver Plus Plan. The Corporation and the Committee shall have authority to enforce this Agreement. To protect the Fund from the expenses which might otherwise be incurred, no person other than the Corporation or the Committee may institute or maintain any action or proceeding against the Trustee or the Fund, or join in any such action or proceeding, in the absence of written authorization by the Corporation or the Committee. Except as otherwise provided in this Section 8.5, in any action or proceeding affecting the Fund, the only necessary parties shall be the Corporation, the Committee and the Trustee, and no other person shall be entitled to any notice or process.

ARTICLE IX AMENDMENT AND TERMINATION OF THE TRUST

Section 9.1. Amendment of Agreement. By a duly executed, written instrument delivered to the Trustee and acknowledged in the same form as this Agreement, the Corporation shall have the right at any time and from time to time to amend this Agreement in whole or in part, except that: (i) the duties and responsibilities of the Trustee or the Committee shall not be increased, and the protections afforded to the Trustee or the Committee shall not be impaired without the written consent of the Trustee or the Committee, as the case may be; (ii) the protection afforded with respect to obligations payable to or on behalf of the Participants hereunder may not be impaired without the unanimous written consent of the Participants; and (iii) the Corporation shall not have the power to revoke this Trust or to revest title in itself to the assets comprising the Fund. Any such amendment shall be effective upon (a) delivery of such amendment to the Trustee and the Committee, together with a certified copy of the resolution of the Board of Directors of the Corporation or of its Compensation Committee, as the case may be; and (b) endorsement by each the Trustee and the Committee on such instrument upon receipt thereof, together with any required consent or consents thereto. No such amendment shall adversely affect any benefits accrued under the Supplemental Super Saver Plus Plan with respect to the Participants. All instruments amending this Agreement shall be noted upon or kept attached to the executed original of this Agreement.

Section 9.2. Termination of Agreement. This Agreement may not be terminated until the liability of the Corporation for the payment of all benefits to all Participants, and the Beneficiaries thereof, has been satisfied in full or until such time as no funds remain on deposit in the Fund pursuant to this Agreement; provided, however, that with the written consent of a Participant, or the Beneficiary thereof, the Committee may terminate this Agreement at any time with respect to such consenting Participant or Beneficiary. Notwithstanding anything herein to the contrary, this Trust shall terminate no later than twenty-one (21) years after the death of the last survivor of all of the Participants included in the original list of Participants attached hereto as Schedule A, and those persons now living who have been designated as Beneficiaries of such Participants in accordance with the terms of the Supplemental Super Saver Plus

ARTICLE X
THE COMMITTEE

Section 10.1. Membership and Actions of the Committee.

(a) The Committee shall at all times consist of a minimum of three (3) individuals, all of whom shall be Participants of the Plan. The initial Committee members are identified in Schedule B attached hereto. Any member of the Committee may resign upon thirty (30) days prior written notice to the Corporation. Moreover, any member of the Committee may be removed at any time by the Corporation.

(b) In the event of a vacancy on the Committee, the other member(s) of the Committee shall appoint a successor. In the event that there is at any time no member of the Committee then in office, successor members shall be appointed by the Corporation.

(c) Any action by the Committee shall require the written approval of at least a majority of the members of the Committee. A Committee member shall not be liable hereunder for any act taken, or omitted to be taken, in good faith, except for any act or omission constituting gross negligence or willful misconduct by such Committee member.

(d) All of the provisions set forth herein with respect to a member of the Committee shall relate to each successor with the same force and effect as if such successor had been originally named as a member of the Committee.

(e) The Committee is authorized to seek the advice of, and consult with, legal counsel with respect to any matter involving the Trust. Such counsel may, but need not, be legal counsel to the Corporation. The Committee shall be entitled to rely on the advice of legal counsel with respect to any matter involving the Trust. The Committee may also from time to time employ agents and expert assistants and delegate to them such ministerial duties as it may see fit. In the event that the Committee does delegate such ministerial duties, it shall periodically review the performance of the person to whom these duties have been delegated. The Committee members shall be reimbursed by the Corporation for all costs arising from the employ of legal counsel, agents and expert assistants pursuant to the terms set forth at Section 8.2 hereof.

Section 10.2. Committee Compensation and Expenses. The Committee members shall be entitled to such compensation and fees for their services under this Agreement as shall be agreed upon from time to time with the Corporation. Likewise, the Corporation shall reimburse the Committee members for any expenses incurred by them, including, but not limited to, all proper charges and disbursements of the Committee members, and reasonable fees for legal services rendered to the Committee (whether or not rendered in connection with a judicial or administrative proceeding). Such compensation, fees and reimbursement shall be paid to the Committee members pursuant to the terms set forth at Section 8.2 hereof. The Committee members' entitlement to compensation, fees or reimbursement hereunder shall not be affected by the resignation or removal of any member or members of the Committee or the termination of the Trust.

Section 10.3. Indemnity of Committee.

(a) The Corporation hereby indemnifies and holds each member of the Committee harmless from and against any and all liabilities, including reasonable fees for legal services and other costs of litigation, to which each such

member of the Committee may become subject pursuant to, arising out of, occasioned by, incurred in connection with, or in any way associated with this Trust or Agreement, except for any act or omission constituting gross negligence or willful misconduct of such member of the Committee. If one or more liabilities shall arise, or if the Corporation fails to indemnify such member of the Committee as provided herein, or both, then the Committee member may engage counsel of the Committee member's choice, but at the Corporation's expense, either to conduct the defense against such liabilities, or to conduct such actions as may be necessary to obtain the indemnity provided for herein, or to take both such actions. The Committee member shall notify the Corporation within fifteen (15) days after the Committee member has so engaged counsel of the name and address of such counsel.

(b) If a Committee member shall be entitled to indemnification pursuant to this Section 10.3, and the Corporation shall not provide such indemnification upon demand, the Trustee shall satisfy any indemnity to a Committee member pursuant to this Section 10.3 out of the assets of the Fund in full satisfaction of the obligations for indemnity by the Corporation, and any legal proceeding by the Committee member against the Corporation for such indemnification shall be in behalf of the Trust.

ARTICLE XI MISCELLANEOUS

Section 11.1. Governing Law. This Trust is created and accepted in the State of Delaware. All questions pertaining to the validity or construction of this Agreement and the acts and transactions of the parties hereto and their respective successors shall be determined in accordance with the laws of the State of Texas, except as to matters governed by Federal law.

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Section 11.2. No Effect on Employment. Nothing contained in this Agreement shall create, or be construed or interpreted to create, any new or additional obligations on the part of the Corporation or its affiliates to retain any person in its employ or interfere in any way with the right of the Corporation or its affiliates to discharge any employee.

Section 11.3. Successors. This Agreement shall be binding upon, and the powers herein granted to the Corporation and the Trustee, respectively, shall be exercisable by, the respective successors and assigns of the Corporation and the Trustee.

Section 11.4. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unlawful or unenforceable, such determination shall not adversely affect the remaining provisions of this Agreement, unless it shall make impossible the maintenance or operation of the Trust for its intended purposes. To the extent any provision of this Agreement is determined to be unlawful or unenforceable, this Agreement shall be construed to be carried out to the fullest extent possible in a lawful and enforceable manner.

Section 11.5. Incorporation of Plan as Part of Agreement. The Plan is expressly incorporated herein and made a part hereof with the same force and effect as if fully set forth. A copy of the Plan as in effect on the date hereof is attached hereto as Exhibit A. The Corporation shall deliver to the Trustee a copy of all amendments to the Plan hereafter adopted.

Section 11.6. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and said counterparts shall constitute but one and the same instrument.

Section 11.7. Effect of Divisions and Captions. The division of this Agreement into articles, paragraphs, sections

and subsections and the use of captions are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

Section 11.8. Gender and Number. Whenever the masculine, feminine, or neuter gender is used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender was used, and, unless the context otherwise requires, the singular shall include the plural, and vice versa.

IN WITNESS WHEREOF, the Corporation, the Trustee and the Committee have entered in to this Agreement as of the Effective Date.

CORPORATION:

AMERICAN AIRLINES, INC.,
a Delaware corporation

Attest: By: /s/ Charles D. MarLett
Charles D. MarLett, Corporate Secretary

TRUSTEE:

WACHOVIA BANK,
NATIONAL ASSOCIATION

Attest: By:
Name:
Title:

COMMITTEE:

Attest: By: /s/ Gerard J. Arpey
Gerard J. Arpey

Attest: By: /s/ James A. Beer
James A. Beer

Attest: By: /s/ Jeffrey J. Brundage
Jeffrey J. Brundage

Attest: By: /s/ Gary F. Kennedy
Gary F. Kennedy

SUBSCRIBED AND SWORN TO before me, Sandra Symanovich, by CHARLES D. MARLETT, this 15th day of September, 2005.

/s/ Sandra Symanovich
Notary Public

SUBSCRIBED AND SWORN TO before me by , this day of September, 2005.

Notary Public

SUBSCRIBED AND SWORN TO before me, Sandra Symanovich, by GERARD J. ARPEY , this 15th day of September, 2005.

/s/ Sandra Symanovich
Notary Public

SUBSCRIBED AND SWORN TO before me, Sandra Symanovich, by JAMES A. BEER, this 15th day of September, 2005.

/s/ Sandra Symanovich
Notary Public

SUBSCRIBED AND SWORN TO before me, Sandra Symanovich, by JEFFREY J. BRUNDAGE , this 15th day of September, 2005.

/s/ Sandra Symanovich
Notary Public

SUBSCRIBED AND SWORN TO before me, Sandra Symanovich, by GARY F. KENNEDY , this 15th day of September, 2005.

/s/ Sandra Symanovich
Notary Public

SCHEDULE A

The persons identified herein constitute the Participants of the Supplemental Super Saver Plus Plan as of the Effective Date of the Trust.

Robert C. Cordes
Monte E. Ford
Susan B. Garcia
William T. Greene
Andrews O. Watson

SCHEDULE B

The individuals designated herein constitute the initial members of the Committee responsible for administering the Trust.

- (1) Gerard J. Arpey
- (2) James A. Beer
- (3) Jeffrey J. Brundage
- (4) Gary F. Kennedy

EXHIBIT A

THE
SUPPLEMENTAL EXECUTIVE RETIREMENT PROGRAM (SERP) FOR OFFICERS
OF
AMERICAN AIRLINES, INC.

AND THE
SERP SUMMARY PLAN DESCRIPTION
ORIGINALLY EFFECTIVE JANUARY 1, 1985

Amended and Restated Effective October 15, 2002

THE
SUPPLEMENTAL EXECUTIVE RETIREMENT PROGRAM (SERP) FOR OFFICERS
OF
AMERICAN AIRLINES, INC.

AND THE
SERP SUMMARY PLAN DESCRIPTION
ORIGINALLY EFFECTIVE JANUARY 1, 1985

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ARTICLE I
NAME AND PURPOSE OF THE PLAN

Section 1.1 Name and Purpose of the Plan

This Supplemental Executive Retirement Program for Officers of American Airlines, Inc. (the "Plan") provides supplemental retirement benefits to selected officers of American Airlines, Inc. A separate Supplemental Executive Retirement Program (For Non-Officers) provides certain supplemental retirement benefits to other key employees as designated by the Board of Directors or the Chairman of AMR.

Prior to January 1, 2001, the supplemental benefits provided under this Plan consisted only of supplemental retirement benefits in excess of the maximum pension benefits payable under a Participant's Base Defined Benefit Plan and a supplemental retirement benefit based on a Participant's Incentive Compensation and Performance Returns. These continuing benefits are described in Article IV of the Plan.

Effective January 1, 2001, certain Participants, who participate in the Super Saver Plus Plan, either because they elected to forego participation in a Base Defined Benefit Plan, or because they were not eligible to elect to participate in a Base Defined Benefit Plan, shall be eligible to receive benefits under Article V of the Plan, as set forth in this amended and restated Plan.

ARTICLE II
DEFINITIONS

Section 2.1 Account. A bookkeeping entry maintained for each Active Funding Participant to reflect the amount of Funded Accrued Benefit contributed to the trust on account of such Active Funding Participant.

Section 2.2 Act. The Employee Retirement Income Security Act of 1974, as amended.

Section 2.3 Active Funding Participant

A Participant who currently performs active duties of employment while a Participant pursuant to Section 3.1 and who is vested in a benefit under Article IV of this Plan, as of October 1, 2002.

Section 2.4 AMR. AMR Corporation

Section 2.5 Annual Defined Benefit Retirement Benefit.

The amount determined by subtracting the Base Defined Benefit Plan Benefit from the greatest of (i) the Base Plan Social Security Offset Benefit, (ii) the Final Average Earnings Benefit, or (iii) the Basic Benefit. If the Base Defined Benefit Plan of a Participant is the American Airlines, Inc. Pilot Retirement Benefit Program, the Annual Defined Benefit Retirement Benefit shall be the amount determined by subtracting the Base Defined Benefit Plan Benefit from the amount that would have been payable under the Base Defined Benefit Plan in the absence of the Base Defined Benefit Plan limits on compensation and benefits under the Code, plus the Supplemental Incentive Compensation Retirement Benefit and the Supplemental Performance Return Retirement Benefit (for such purposes variable benefits shall be disregarded).

Section 2.6 Average Incentive Compensation. An amount calculated as follows:

(a) The sum of a Participant's four highest annual Incentive Compensation awards (or the sum of all such awards if the Participant has fewer than four such awards) paid to a Participant during the time period beginning on or after January 1, 1985, and ending on the first to occur of:

(1) the Participant's actual retirement under the Base Defined Benefit Plan, or under Super Saver if the Participant is not participating in a Base Defined

Benefit Plan,

- (2) the date of the Participant's death, or
- (3) the date of the Participant's retirement.

If a Participant is credited with less than a full year of Credited Service as a Participant in any year in which Incentive Compensation is paid, that portion of the Participant's Incentive Compensation that is taken into account will be prorated based on the Credited Service earned by the Participant for such year.

(b) Divide the sum determined in (a), above, by four (or by the number of such awards if the Participant has fewer than four such awards).

Section 2.7 Average Performance Return. An amount calculated as follows:

(c) The sum of a Participant's four highest annual Performance Return awards (or the sum of all such awards if the Participant has fewer than four such awards) paid to the Participant during the Participant's career and ending on the first to occur of:

- (1) the Participant's actual retirement under the Base Defined Benefit Plan, or under Super Saver if the Participant is not participating in a Base Defined Benefit Plan,
- (2) the date of the Participant's death, or
- (3) the date of the Participant's retirement.

(d) Divide the sum determined in (a), above, by four (or by the number of such awards if the Participant has fewer than four such awards).

Section 2.8 Base Defined Benefit Plan. The defined benefit retirement benefit plan (or plans) of the Company which qualifies under section 401 of the Code and under which certain Participants covered under this Plan are eligible to receive benefits.

Section 2.9 Base Defined Benefit Plan Benefit. The annual benefit a Participant or Beneficiary is entitled to receive from the Base Defined Benefit Plan upon retirement, disability, death or termination of employment, subject to the Base Defined Benefit Plan provisions which limit such benefit to the maximum amount permitted by the Code.

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Section 2.10 Base Plan Social Security Offset Benefit

The annual amount of a Participant's or Beneficiary's benefit under any "Social Security Offset Benefit," as defined in the Base Defined Benefit Plan, computed without regard to the Base Defined Benefit Plan limits on compensation and benefits under the Code, plus the Supplemental Incentive Compensation and Performance Return Retirement Benefit.

Section 2.11 Basic Benefit

The annual amount of a Participant's or Beneficiary's benefit under any "Basic Benefit," as defined in the Base Defined Benefit Plan, computed without regard to the Base Defined Benefit Plan limits on compensation and benefits under the Code, plus the Supplemental Incentive Compensation and Performance Return Retirement Benefit.

Section 2.12 Beneficiary

A person designated by a Participant who, as permitted under the terms of the Plan, is or may be entitled to a benefit under the Plan in the event of the death of the Participant. If no Beneficiary is designated, or if the designated Beneficiary is not then living, benefits will be paid pursuant to Section 6.5.

Section 2.13 Board of Directors
The Board of Directors of AMR.

Section 2.14 Code
The Internal Revenue Code of 1986, as amended.

Section 2.15 Committee
The administrative committee appointed by the Board of Directors to manage and administer this Plan.

Section 2.16 Company
Any subsidiary of American Airlines, Inc. or any subsidiary of AMR, which is designated for inclusion as a participating employer in the Plan, as determined by the Board of Directors.

Section 2.17 Credited Service
The term "Credited Service" under this Plan has the same meaning for purposes of this Plan as it has in the applicable Base Defined Benefit Plan.

Section 2.18 Executive Deferral Plan. The AMR Corporation 1987 Executive Deferral Plan, as amended.

Section 2.19 Final Average Earnings Benefit
The annual amount of a Participant's or Beneficiary's benefit under any "Final Average Earnings Benefit," as defined in the Base Defined Benefit Plan, computed without regard to the Base Defined Benefit Plan limits on compensation and benefits under the Code, plus the Supplemental Incentive Compensation and Performance Return Retirement Benefit.

Section 2.20 Funded Accrued Benefit
The portion of the present value of the benefit under Article IV represented by a credit to a bookkeeping account of an Active Funding Participant as a Funded Accrued Benefit in the Trust, at the discretion of the Committee.

Section 2.21 Incentive Compensation
Compensation paid to a Participant on or after January 1, 1985, in accordance with one of the incentive compensation plans adopted by the Board of Directors or the Board of Directors of American Airlines, Inc., whether paid currently or deferred. For purposes of this definition, long-term, multi-year incentive compensation plans shall not be considered to be incentive compensation plans.

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Section 2.22 Non-Active Funding Participant

A Participant who is not yet vested in a benefit under this Plan, or who is on a Management Leave of Absence under the AMR Management Leave of Absence Policy or who is retired or otherwise separated from employment.

Section 2.23 Non-Funded Accrued Benefit
The portion of the benefit under Article IV or under Article V not represented by a credit to the Account of a Participant as a Funded Accrued Benefit.

Section 2.24 Non-Officer SERP
The Supplemental Executive Retirement Program for Non-Officers of American Airlines, Inc.

Section 2.25 Participant
An individual who is participating in the Plan on October 15, 2002 shall be a Participant. An elected officer of American Airlines, Inc., who is a participant in a Base Defined Benefit Plan or the Super Saver Plus Plan shall be a Participant. An individual who is an appointed officer of American Airlines, Inc. or a designated officer of another Company may be a Participant only if (i) he or she is a participant in a Base Defined Benefit Plan or the Super Saver Plus Plan and (ii) is designated as a Participant by the Board of Directors or under a writing signed by the Chairman of AMR.

Section 2.26 Performance Return
Compensation paid to a Participant pursuant to a specified portion of career equity shares granted to the Participant, as

determined by the Board of Directors.

Section 2.27 Plan

The Supplemental Executive Retirement Program of American Airlines, Inc., as amended. The Plan may also be referred to herein as the "SERP". There is a separate, but related, Supplemental Executive Retirement Program for Non-Officers of American Airlines, Inc., for key employees who are not officers. This Plan features a supplement to defined benefit plan benefits as described in Article IV and a supplement to Super Saver Plus Plan benefits, as described in Article V.

Section 2.28 Super Saver. Super Saver, a 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries, which qualifies under sections 401(a) and 401(k) of the Code, and under which certain Participants are eligible to receive benefits.

Section 2.29 Super Saver Plus Plan

Super Saver Plus, a Supplement to Super Saver, which describes a program of employer contribution-provided benefits in addition to those available under the regular provisions of Super Saver.

Section 2.30 Super Saver Plus Plan Account

A bookkeeping entry maintained for each Participant to record the deemed contributions and earnings credited under the name of the Participant pursuant to Article V.

Section 2.31 Super Saver Plus Plan Excess Contribution

A contribution credited to the Participant's Super Saver Plus Plan Account that is equal to the total employer contributions (exclusive of cash or deferred contributions under sections 401(k) and 402(g) of the Code) that would have been credited under the Participant's accounts in the Super Saver Plus Plan, based upon the Participant's elections under the Super Saver Plus Plan, but for the provisions of sections 401(a)(17), 415 and 402(g) of the Code (or any Code sections replacing such sections with comparable limitations). Additionally, the credited Super Saver Plus Plan Excess Contribution shall include the amount that would have been credited to the Participant's account under the Super Saver Plus Plan based on the Participant's contribution rate election under Super Saver if Incentive Compensation had constituted compensation subject to deferral under Super Saver and the Super Saver Plus Plan.

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Section 2.32 Supplemental Incentive Compensation Retirement Benefit

The amount determined by multiplying the Average Incentive Compensation by two percent for each year of Credited Service.

Section 2.33 Supplemental Incentive Compensation and Performance Return Retirement Benefit

The difference between the benefits calculated under any "Social Security Offset Benefit" formula as defined in the Base Defined Benefit Plan, including and excluding Average Incentive Compensation and Average Performance Return, in each case computed without regard to the Base Defined Benefit Plan limits on compensation and benefits under the Code.

Section 2.34 Supplemental Performance Return Retirement Benefit

The amount determined by multiplying the Average Performance Return by two percent for each year of Credited Service.

Section 2.35 Trust

The Trust Agreement Under Supplemental Retirement Program for Officers of American Airlines, Inc. entered into between American Airlines, Inc. and Wachovia Bank National Association.

Section 2.36 Trustee

Wachovia Bank National Association.

Section 3.1 An individual who is participating in the Plan on October 15, 2002. An elected officer of American Airlines, Inc. who is participating in a Base Defined Benefit Plan or the Super Saver Plus Plan is a Participant in the Plan. An appointed officer of American Airlines, Inc. or an officer of another Company may be a Participant only if he or she is a participant in a Base Defined Benefit Plan or the Super Saver Plus Plan and is designated as a Participant by the Board of Directors or under a writing signed by the Chairman of AMR. As provided in Section 8.5 with respect to Active Funding Participants, this Plan is an "employee pension benefit plan" (as defined in section 3(2) of the Act) that is an "individual account plan" and "defined contribution plan" (as defined in section 3(34) of the Act), and as to all other benefits, the Plan is a plan described in sections 201(2), 301(a)(3) and 401(a)(1) of the Act. The Plan is exempt from Part 3 of Subtitle B of Title I of the Act pursuant to section 301(a)(8) of the Act.

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Section 3.2 Any Participant in this Plan who was a Participant prior to January 1, 2001, and who ceased to continue to accrue service for benefits under the Base Defined Benefit Plan as of such date pursuant to an election to participate in the Super Saver Plus Plan shall remain eligible for the benefits accrued under Article IV of the Plan for service prior to such date. No further accruals of service for benefits under Article IV of the Plan shall occur, however, after the effective date of the Participant's election to forego participation in the Base Defined Benefit Plan. Such Participants who forego participation in the Base Defined Benefit Plan shall be eligible to receive benefits determined under Article IV with respect to service for periods prior to January 1, 2001, and/or under Article V of the Plan, for periods commencing on and after January 1, 2001.

Section 3.3 Participants who continue to accrue service for benefits in the Base Defined Benefit Plan after January 1, 2001, or who commence participation thereafter and who do not accrue benefits under Article V of the Plan, shall continue to accrue benefits as provided herein only under Article IV of the Plan.

Section 3.4 A Participant who is elected as an officer and later becomes a non-officer will have any SERP benefit pursuant to Article V as an officer frozen (subject to adjustment pursuant to Section 5.2 in the case of benefits under Article V) as of the last date the Participant serves as an officer, but such Account shall remain payable under this Plan. In the event that the Participant is not thereafter designated for participation in the Non-Officer SERP, any benefit of the Participant subject to Article IV shall be frozen as of the last date the Participant serves as an officer, but shall remain payable under this Plan. In the event that a Participant who is elected as an officer and later becomes a non-officer is designated for participation in the Non-Officer SERP, any accrued benefit under Article IV that is based on Incentive Compensation or Performance Return shall be frozen as of the last date of the Participant serves as an officer, but shall remain payable under this Plan, and the remaining accrued benefit under Article IV shall be transferred to the Non-Officer SERP and shall be a part of the accrued benefit under Article IV thereunder, without causing duplication of benefits.

ARTICLE IV

BENEFITS IN CONNECTION WITH THE BASE DEFINED BENEFIT PLAN

Section 4.1 The Plan will pay an Annual Defined Benefit Retirement Benefit to a Participant who earned benefits under this Plan while participating in the Base Defined Benefit Plan. The portion of any such Annual Defined Benefit Retirement Benefit that is satisfied on an after tax basis by a credit to the Account for an Active Funding Participant shall be paid from, and credited against, the Participant's Account and paid through the Trust.

Section 4.2 If no benefit is payable under the Base Defined Benefit Plan, then no benefit will be payable under Article IV of the Plan.

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ARTICLE V
CONTRIBUTIONS AND EARNINGS CREDITS
IN CONNECTION WITH THE \$UPER \$AVER PLUS PLAN

Section 5.1 If a Participant in this Plan is participating in the Super Saver Plus Plan, the Committee shall credit annually to the Participant's Super Saver Plus Plan Account a Super Saver Plus Plan Excess Contribution, at the discretion of the Committee.

Section 5.2 In addition to the Super Saver Plus Plan Excess Contribution provided for under this Article V pursuant to Section 5.1, the Committee shall periodically, at such times as shall be determined in its sole discretion, credit or debit, as the case may be, to a Participant's Super Saver Plus Plan Account, the earnings or losses that would have accrued to such Super Saver Plus Plan Account if such Super Saver Plus Plan Account were invested in the investment funds elected by the Participant for the investment of amounts credited to his or her accounts in the Executive Deferral Plan during the relevant computation period. If the Participant for whom a Super Saver Plus Plan Excess Contribution under this Article V is credited is not a participant in the Executive Deferral Plan, the Participant will be required to designate investment funds (as available under the Executive Deferral Plan) for the purpose of determining such credits and debits to the Super Saver Plus Plan Account. If no such election is made, until the election is made the Super Saver Plus Plan Account will be credited or debited as determined by the Committee, in its sole discretion. The Committee will promulgate procedures for changing such elections from time to time as it shall determine, in its sole and absolute discretion.

Section 5.3 If no benefit is payable under the Super Saver Plus Plan, then no benefit will be payable under Article V of the Plan. In making such determination, benefits attributable to contributions under Super Saver, other than under the Super Saver Plus Plan, shall be disregarded. The amount of any Funded Accrued Benefit contribution under this Article V shall be paid to the Trust, net of taxes, and credited to the Participant's Account. Amounts paid to a Participant on account of this Article V from an Account shall be charged against the Participant's Super Saver Plus Plan Account.

ARTICLE VI
PAYMENT OF BENEFITS

Section 6.1 Except as otherwise provided in this Article VI and in Sections 7.3 and 8.2, benefits under Article IV shall be payable at the same time and in the same manner hereunder as under the Base Defined Benefit Plan. Any benefit payable under Article IV on account of the death of the Participant shall be payable pursuant to the Participant's benefit elections pursuant to Section 6.2; provided, however, that if the Participant has elected a Lump-Sum Payment under Section 6.4 and such election was made and filed with the Committee or its delegate (at least twelve months prior to death, in the case of any Non-Funded Accrued Benefits) in the event of the Participant's death prior to being paid any benefits hereunder, notwithstanding anything to the contrary in Section 4.2, the Participant's Beneficiary shall receive the Lump-Sum Payment within sixty days of the date on which the Participant would have been entitled to commence receipt of benefits, had he or she survived. For such purpose, the Participant may designate a Beneficiary for the Lump-Sum Payment, subject to the designation procedures specified in Section 6.3. Funded Accrued Benefits shall be paid from the Trust.

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Section 6.2 All provisions of the Base Defined Benefit Plan and the Super Saver Plus Plan consistent with this Plan will apply in determining the amount of benefits hereunder, including, but not limited to, social security offset provisions, early retirement reductions, optional forms of benefit, pre-retirement surviving spouse's annuity, and spousal consent requirements.

Section 6.3 Except as provided in Sections 6.1, 6.4 and 6.6, Annual Defined Benefit Retirement Benefits under Article IV under this Plan will be paid in monthly installments only, unless the Committee in its sole discretion directs payment in another form. The portion of the Annual Defined Benefit Retirement Benefit and/or amounts credited under Article V that were satisfied by amounts credited to the Account of an Active Funding Participant shall be paid from amounts credited to such Participant's Account through the Trust. A Participant entitled to benefits under Article IV may elect any of the standard forms of monthly payments provided under the Base Defined Benefit Plan, subject to Section 6.4, provided that if a lump-sum under Section 6.4 or Section 6.6 is not payable, the method selected must be the same as that selected under the Base Defined Benefit Plan, unless the Committee directs otherwise.

Section 6.4 In lieu of monthly payments pursuant to 6.3, a Participant may elect to claim a lump-sum, one-time payment equal to the present value of any Annual Defined Benefit Retirement Benefits to be paid pursuant to Article IV of the Plan (the "Lump-Sum Payment"). Such claim shall:

- (a) be in writing,
- (b) be in the form prescribed by the Company,
- (c) be addressed to the Company's Vice President, Human Resources, or successor, and
- (d) shall be made by a Participant with respect to any Non-Funded Accrued Benefit at least twelve months (or such lesser period as the Committee may permit, in its sole discretion) before he or she commences payments, or one year before age sixty-five, whichever is the first to occur. A lump-sum election may be made with respect to Funded Accrued Benefits at any time before retirement.

In addition to the foregoing, the Participant must execute a general release and provide consent of spouse, if married. In calculating the Lump-Sum Payment, the interest rate shall be equal to the applicable interest rate promulgated by the Internal Revenue Service under section 417(e)(3) of the Code for the third month preceding the Participant's retirement date. The mortality rate shall be the 1983 GAM male table for male Participants, and the 1983 GAM female table for female Participants. A lump-sum election may be revoked if the Company is notified in writing (at least twelve months prior to commencement of benefits, in the case of Non-Funded Accrued Benefits). No later election of a Lump-Sum Payment may be made after such revocation. Upon acceptance of the lump-sum claim, the Lump-Sum Payment will be paid to the Participant within thirty days of the Participant's first receipt of benefits under the Base Defined Benefit Plan.

Section 6.5 Benefits under Article V shall be paid in a lump-sum equal to the Super Saver Plus Plan Account balance, net of taxes. Benefits under Article V paid to a Participant from the Trust as a result of a credit to an Account shall be credited against amount payable from the Super Saver Plus Plan Account. Notwithstanding Section 6.1, a Participant's election under the Super Saver Plus Plan to receive payment of Super Saver Plus Plan benefits in any form other than a lump-sum cash payment shall be ineffective with respect to accrued benefits under Article V of this Plan. Payment of benefits pursuant to Article V shall be

made in a lump-sum cash payment as of the date on which any post-separation benefit commences under the Super Saver Plus Plan. A Participant may designate a Beneficiary or Beneficiaries to receive benefits under Article V payable in the event of the Participant's death, if any. Any such designation shall be made in the manner required by the Committee or its delegate. If, for any reason, there is no surviving designated Beneficiary, benefits will be payable to the parties who would be entitled to receive such amounts if they were paid under Super Saver on account of the Participant's death. Such amounts will be paid in a lump-sum within sixty days following the date of the Participant's death.

Section 6.6 Upon a Change in Control or Potential Change in Control (each as defined in the 1998 Long-Term Incentive Plan of AMR, or its successor plan) with respect to AMR, a Participant will receive a lump-sum, one-time payment equal to the present value of the remaining Annual Defined Benefit Retirement Benefit to be paid pursuant to Article IV of the Plan (and the entire amount credited to his or her Account pursuant to Article V, if applicable) (the "Change in Control Payment"), unless the Participant elects to continue to receive previously elected monthly payments. Such an election shall:

(a) be in writing,

(b) be in a form prescribed by the Company,

(c) be addressed to the Company's Vice President, Human Resources, or successor, and

(d) shall be made by the Participant within thirty days following the Change in Control or the Potential Change in Control.

The Change in Control Payment shall be computed by assuming that payments under the Base Defined Benefit Plan would commence at the earliest possible retirement age for the Participant, assuming that the Participant separated from employment as of the Change in Control or Potential Change in Control. In the event a Participant is not vested in benefits under the Base Defined Benefit Plan, he shall nevertheless be deemed to have satisfied the vesting requirements of the Base Defined Benefit Plan (and of the Super Saver Plus Plan) for purposes of computing the amount of the Change in Control Payment.

Section 6.7 Prior to receiving the Change in Control Payment attributable to the Annual Defined Benefit Retirement Benefit, the Participant may be required to execute a general release and to provide consent of spouse, if married. In calculating the portion of a Change in Control Payment attributable to an Annual Defined Benefit Retirement Benefit, the interest rate shall be equal to the applicable interest rate promulgated by the Internal Revenue Service under section 417(e) (3) of the Code for the third month preceding the Change in Control or Potential Change in Control. The mortality table used shall be the 1983 GAM male table for male Participants, and the 1983 GAM female table for female Participants. The Change in Control Payments will be paid to the Participant within sixty days following the Change in Control or the Potential Change in Control.

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Section 6.8 In the event the Participant has any outstanding debt with the Company, such as for payment of taxes, the Company or the Committee may withhold or deduct from any payments to be made to the Participant under this Plan an amount(s) equal to such outstanding debt.

ARTICLE VII AMENDMENT AND TERMINATION

Section 7.1 The Board of Directors, or such person or persons, including the Committee, as may be authorized in

writing by the Board of Directors, may amend or terminate the Plan at any time.

Section 7.2 No such amendment or termination pursuant to Section 7.1 shall adversely affect a benefit payable under this Plan with respect to a Participant's employment by the Company prior to the date of such amendment or termination unless such benefit is or becomes payable under a successor plan or practice adopted by the Board of Directors or its designee.

Section 7.3 Notwithstanding Sections 7.1 and 7.2 of the Plan, no changes or amendments (including pertaining to termination) to the Plan will be permitted after a Change in Control or Potential Change in Control, as each of these terms is defined in the 1998 Long Term Incentive Plan of AMR, or its successor plan.

ARTICLE VIII GENERAL CONDITIONS

Section 8.1 The right to receive benefits under the Plan may not be anticipated, alienated, sold, transferred, assigned, pledged, encumbered or subjected to any charge or legal process, and if any attempt is made to do so or a person eligible for any benefit becomes bankrupt, the interest under the Plan of the person affected may be terminated by the Committee and the Committee may in its sole discretion cause the same to be held or applied for the benefit of one or more of the dependents of such person.

Section 8.2 Notwithstanding the provisions in Section 8.1, upon receipt by the Plan of a "domestic relations order" (as defined in section 206(d)(3)(B)(ii) of the Act) purporting to be a "qualified domestic relations order" (as defined in section 206(d)(3)(B)(i) of the Act), the Committee shall review such order using the domestic relations order review procedures in effect under the Base Defined Benefit Plan or Super Saver, as applicable to benefits under Article IV or Article V respectively. Upon the determination that a domestic relations order meets the Plan's requirements to be a qualified domestic relations order, the "alternate payee" (as defined in section 206(d)(3)(K) of the Act) shall be eligible to receive benefits payable under the terms of the qualified domestic relations order. Notwithstanding the foregoing, however, an alternate payee under a domestic relations order shall only be eligible to receive benefits from the Plan when the Participant begins receiving benefits from the Base Defined Benefit Plan (or the Super Saver Plus Plan, as applicable).

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Section 8.3 All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and the State of Texas.

Section 8.4 In the event of any act of God, war, natural disaster, aircraft grounding, revocation of operating certificate, terrorism, strike, lockout, labor dispute, work stoppage, fire, epidemic or quarantine restriction, act of government, critical materials shortage, or any other act, whether similar or dissimilar, beyond the control of the Company (each, a "Force Majeure Event"), which Force Majeure Event affects the Company or its Subsidiaries or its Affiliates, the Board of Directors, at its sole discretion, may suspend, delay, defer or substitute (for such period of time as the Board of Directors may deem necessary) any payments due currently or in the future under the Plan, including, but not limited to, any payments that have accrued to the benefit of a Participant but have not yet been paid.

Section 8.5 With respect to Non-Funded Accrued Benefits, this non-qualified plan shall be, and is intended to be, a plan that is unfunded and maintained by the Company to provide deferred compensation to a select group of management or highly-compensated employees, pursuant to sections 201(2), 301(a)(3), and 401(a)(1) of the Act. With respect to Funded Accrued Benefits, this Plan is an "employee pension benefit plan"

described in section 3(2) of the Act that is an "individual account plan" and "defined contribution" plan as described in section 3(34) of the Act that is not subject to Part 3 of Subtitle B of Title I of the Act, pursuant to section 301(a)(8) of the Act.

Section 8.6 American Airlines, Inc., is the sponsor of the Plan and the Committee or its delegate shall be the Plan Administrator, and shall have authority to manage the operation and administration of the Plan. The Committee may designate one or more individuals to carry out any of its administrative responsibilities in connection with the Plan. The Company may employ one or more persons to render advice to any director, officer or employee of the Company with respect to such individual's responsibilities under the Plan. The Committee may act by majority vote of its members at a meeting or by a signed writing. The Committee may engage agents to assist it and may engage legal counsel who may be legal counsel for the Company. All reasonable expenses incurred by the Committee. In administering the Plan, the Committee may conclusively rely upon the Company's payroll and personnel records and employee benefit plan records maintained in the ordinary course of business. The Board of Directors may remove any member of a Committee at any time and a member may resign by written notice to the Board of Directors. The Committee shall have the exclusive discretionary authority to interpret and construe the terms of the Plan and the exclusive discretionary authority to determine eligibility for, and the amount of, all benefits hereunder. Any such determinations or interpretations of the Plan adopted by the Committee shall be final and conclusive and shall bind all parties.

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ARTICLE IX FUNDING

Section 9.1 The Company will pay the entire cost of the Plan, through the Trust, directly or under Section 10.2 as applicable. Amounts payable to an Active Funding Participant will first be paid from the Trust through amounts credited to such Participant's Account. Any remaining amounts payable, and all amounts payable to Non-Active Funding Participants shall be paid as they become payable from the Company's general assets or through a trust established pursuant to Section 10.2.

ARTICLE X TRUST

Section 10.1 The Company established the Trust, an irrevocable trust effective October 15, 2002, pursuant to the Trust Agreement Under Supplemental Retirement Program for Officers of American Airlines, Inc., to fund the anticipated after-tax distributions of Funded Accrued Benefits under the Plan, as determined by the Committee as of October 1, 2002. Wachovia Bank National Association will serve as the initial Trustee of the Trust and will hold the Trust assets for the purpose of accumulating funds to pay benefits under the Plan as they become due and payable. The Trust is a so-called "secular trust" for Federal income tax purposes. The assets of the Trust are not subject to the claims of creditors of the Company or any of its corporate affiliates. Moreover, the contributions to the Trust and the Trust's earnings will generally be taxable income to Participants, although subsequent distributions from the already taxed amounts will be made to Participants free of Federal income tax.

Section 10.2 To assist in the payment of Non-Funded Accrued Benefits following a Change in Control or Potential Change in Control (each as defined in the 1998 Long-Term Incentive Plan of AMR, or its successor plan) with respect to AMR, the Board of Directors or the Company's General Counsel or the Company's Corporate Secretary may establish a trust or utilize a trust heretofore established, to fund Non-Funded Accrued Benefits under the Plan.

Section 10.3 The trust which may be established or otherwise utilized pursuant to Section 10.2 will be maintained:

(a) with a nationally recognized banking institution with experience in serving as a trustee for such matters,

(b) pursuant to such documentation as recommended by outside counsel to the Company, and

(c) funded so as to enable the trust to pay some or all of the Non-Funded Accrued Benefits contemplated under the Plan, as may be determined by the Company's independent compensation consultant, selected by the Company, in its sole and absolute discretion.

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Section 10.4 In addition, the Board of Directors, the Company's General Counsel or the Company's Corporate Secretary may take those additional actions deemed reasonably necessary to accomplish the stated purpose of Section 10.2.

ARTICLE XI ERISA RIGHTS

Section 11.1 As a Participant in any Funded Accrued Benefits under the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office, all Plan documents, including copies of all documents filed with the U.S. Department of Labor, such as Summary Annual Reports (SARs) and a copy of the latest Form 5500 annual report filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain copies of all Plan documents and other Plan information including copies of the latest Form 5500 annual report and current Summary Plan Description (SPD) upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable amount for the copies.

Receive a summary of the Plan's annual financial report (SAR). The Plan Administrator is required by law to furnish each Participant with a SAR.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age under the Plan and, if so, what the benefit amount would be at Normal Retirement Age if you were to stop working now. This statement must be requested in writing and is not required to be given more often than once a year. This statement must be provided free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people responsible for the Plan's operation. The people who supervise the Plan's operation, called "Fiduciaries," have a duty to do their jobs prudently and solely in the interest of you and other Plan Participants and beneficiaries. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan.

If a claim for a benefit is denied or ignored in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider the claim. No one, including an employer or any other person, may fire you or discriminate against you in any way to prevent you from obtaining a benefit from the Plan or exercising your rights under ERISA.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may sue

in federal court. 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 Plan Administrator's control. If you have a claim for benefits that is denied or ignored, in whole or in part, you may 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, you may file suit in federal court.

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If the Plan's 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. 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 those costs and fees. If you lose (i.e., if the court finds your claim frivolous), the court may order you to pay these costs and fees.

If you have any questions about the Plan, contact the Plan Administrator. If there are any questions about this section or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration of the U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

ARTICLE XII CLAIMS PROCEDURES

Section 12.1 A claim for retirement benefits 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.

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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.

Section 12.2 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 Committee (or its delegate). Your written request for an appeal must be received by the Plan Administrator within 60 days of the date you received your notice that the Plan Administrator denied 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 Committee'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 Committee (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 Committee (or its delegate), in its sole and absolute discretion, may extend the 60-day period for up to 120 days, as long as the Committee (or its delegate) provides you with a 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 Committee'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 or Base Defined Benefit Plan or Super Saver Plus Plan provisions on which the Committee (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;

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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.

ARTICLE XIII FINALITY OF DECISIONS OR ACTS

Section 13.1 The Committee has the express authority to elect the actuarial assumptions to be used in funding any

benefits payable under the Plan, to interpret any provision of this Plan and to determine, at 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 Committee, within their scope of authority, shall be final and binding on all persons claiming a right to benefits under the Plan. No benefit shall be payable that the Committee does not deem is payable under the terms of the Plan.

ARTICLE XIV
GENERAL INFORMATION ABOUT YOUR PLAN

Plan Name: The Supplemental Executive Retirement Program (SERP) for Officers of American Airlines, Inc.

Plan Sponsor: American Airlines, Inc.
4333 Amon Carter Blvd.
MD 5146
Fort Worth, TX 76155

Employer ID No.: 13-1502798

Plan Number: 888

Type of Plan: As described in Section 8.5

Plan Administrator: American Airlines, Inc.
4333 Amon Carter Blvd.
MD 5112
Fort Worth, TX 76155
Telephone: 817-967-3558

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Legal Agent: C T Corporation System
Registered Office
350 North St. Paul Street
Dallas, TX 75201

Trustee: Wachovia Bank National Association

Trustee(s) Address: Wachovia Bank National Association
Attn: Executive Services
One West Fourth Street
Winston-Salem, NC 27150

Funding Arrangement: Company Assets for Non-Funded Accrued Benefits
Trust for Funded Accrued Benefits

Plan Year: January 1 to December 31

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AS AMENDED AND RESTATED EFFECTIVE OCTOBER 15, 2002.

American Airlines, Inc.

By: /s/ Charles D. MarLett
Name & Title: Charles D. MarLett,
Corporate Secretary

EXHIBIT B

SUPPLEMENT NO. 9
TO
\$UPER \$AVER
\$UPER \$AVER PLUS

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SUPPLEMENT NO. 9 TO \$UPER \$AVER
\$UPER \$AVER PLUS

INTRODUCTION

Effective January 1, 2001, American Airlines, Inc. ("Company") establishes \$uper \$aver Plus for the benefit of its eligible AMS Employees pursuant to the terms and provisions of this Supplement No. 9 to the Plan. \$uper \$aver Plus is intended to supplement the provisions of, and form a

part of, the Plan with respect to eligible AMS Employees (as hereinafter defined, but specifically including Employees of the Company who are classified as an "agent," "management," "specialist," "representative," "support personnel," "officer," or "non-union employee" and excluding regular Employees of any other Affiliated Company and Employees of the Company who are not specifically included or who are covered by a collective bargaining agreement) and, in conjunction with the other provisions of the Plan, to constitute a qualified plan under sections 401(a) and 401(k) of the Code. Therefore, except as provided otherwise in this Supplement No. 9, Super Saver Plus shall be administered in accordance with the provisions of the Plan.

ARTICLE I
DEFINITIONS

In addition to the definitions set forth in the Plan, the following definitions, when used in this Supplement, shall have the respective meanings set forth below unless the context clearly indicates otherwise:

Section 1.1 Account means, in addition to the Accounts described in Section 2.1 of the Plan, a Participant's Employer Contribution Account, maintained by the Trustee or the Recordkeeper reflecting the monetary value of the undivided interest in the Trust Fund of each Participant, each Former Participant and each Beneficiary attributable to Employer Matching Contributions made pursuant to Super Saver Plus on his behalf in accordance with Section 3.1 hereof.

Section 1.2 AMS Employee means:

(a) a regular non-union employee of the Company,

(b) whose job is classified as agent, management, specialist, representative, support personnel, officer or other non-union employee, and

(c) who is paid on the Company's U.S. payroll, including Puerto Rico and the U.S. Virgin Islands.

Section 1.3 Choice Year means a year in which an AMS Employee is given the opportunity to choose between participating in Super Saver Plus or the Pension Plan.

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Section 1.4 Company means American Airlines, Inc.

Section 1.5 Default Election or Default means the decision which will determine whether an AMS Employee will participate in Super Saver Plus or the Pension Plan in the event an Election is not made.

Section 1.6 Election or Elect means an affirmative choice made by an AMS Employee to participate in Super Saver Plus or the Pension Plan.

Section 1.7 Election Period means the 90 day period in which an Election may be made.

Section 1.8 Eligibility Service means a 12 month period of service with an Affiliated Employer, commencing on the date an Employee first performs an Hour of Service for an Affiliated Employer and, for each Plan Year thereafter, commencing with first day of the Plan Year that includes the first anniversary of the date specified above, during which the Employee performs at least the requisite number of Hours of Service as determined under the Pension Plan or other applicable plan. In the case of an Employee employed as an American Airlines pilot or an American Airlines flight attendant, the applicable plan is the American Airlines, Inc. Pilot Retirement Benefit Program or The Retirement Benefit Plan of American Airlines, Inc. for Flight Attendants, respectively; and for an Employee represented by

the Transport Workers Union of America, AFL-CIO, the applicable plan is The Retirement Benefit Plan of American Airlines, Inc. Employees Represented by the Transport Worker Union of American, AFL-CIO.

Section 1.9 Employer Contribution Account means the portion of the individual Account maintained by the Trustee or the Recordkeeper for each Participant, each Former Participant and each Beneficiary showing the monetary value of the person's individual interest in the Trust Fund attributable to Employer Matching Contributions.

Section 1.10 Employer Matching Contributions means contributions paid by the Company in accordance with Section 3.1 hereof.

Section 1.11 Five-Year Break in Service means any five consecutive One-Year Breaks in Service.

Section 1.12 Laid Off Reno Employees means the former Reno Air employees who were laid off in July 2000.

Section 1.13 One-Year Break in Service means a Plan Year during which an Employee has fewer than 501 Hours of Service.

Section 1.14 Pension Plan means The Retirement Benefit Plan of American Airlines, Inc. for Agents, Management, Specialists, Support Personnel and Officers.

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Section 1.15 Pensionable Pay means the compensation used to determine benefits under the Pension Plan and Section 3.1 of this Supplement No. 9.

Section 1.16 Restoration Account means a sub-account of the Employer Contribution Account to which the Restoration Amount is credited in accordance with Section 4.2(b) of this Supplement No. 9.

Section 1.17 Restoration Amount means the non-vested amount previously forfeited from a Former Participant's Account by reason of a distribution or deemed distribution.

Section 1.18 Sabre Dual Retirees means the group of Employees employed by the Company and Sabre Inc. and defined as "dual retirees" within the administrative records of the Pension Plan.

Section 1.19 Super Saver Plus means the program of benefits under this Supplement No. 9 to the Plan.

Section 1.20 Vesting Service means service described in Section 4.2 hereof required to be performed by a Participant to enable such Participant to obtain nonforfeitable rights to Employer Matching Contributions in accordance with Section 4.1 hereof.

ARTICLE II ELIGIBILITY

Section 2.1 Eligibility to Participate. Effective on and after January 1, 2001, an AMS Employee is eligible to receive Employer Matching Contributions as described in Section 3.1 of this Supplement No. 9 if he has completed the required period of Eligibility Service and he Elects or Defaults to participate in Super Saver Plus in accordance with the terms of this Section 2.1. Notwithstanding the foregoing, an Employer Matching Contribution will be contributed to a Participant's Employer Matching Account only to the extent provided in Section 3.1.

(a) Choice Year 2000. All AMS Employees are entitled to choose to participate in Super Saver Plus or the Pension Plan as follows:

(i) AMS Employees Hired Prior to January 1, 2000. These AMS Employees may Elect to participate in Super Saver Plus. They will Default to participation in the Pension Plan.

(ii) AMS Employees Hired On or After January 1, 2000. These AMS Employees may Elect to participate in the Pension Plan. They will Default to participation in Super Saver Plus.

(iii) AMS Employees on Leave of Absence as of December 31, 2000, with Right of Recall. These AMS Employees will be given an Election Period during which to make an Election upon their return from leave of absence. The Election Period shall commence on the first day of the month following the month in which they return to work. They will Default to participation as described in (i) or (ii) above as applicable.

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(iv) AMS Employees Transferred to Non-Eligible Employment on or before December 31, 2000. These AMS Employees will be given an Election Period during which to make an Election if they subsequently return to a position as an eligible AMS Employee. The Election Period shall commence on the first day of the month following the month of transfer. They will Default to participation as described in (i) or (ii) above as applicable.

(b) Choice Year 2001. Those Employees who in 2001 are newly hired AMS Employees (including Employees whose employment terminated prior to January 1, 2001 and who were reemployed as an AMS Employee in 2001) or Employees transferred to positions as AMS Employees are entitled to choose to participate in Super Saver Plus or the Pension Plan, and they are eligible to receive Employer Matching Contributions commencing after they meet the eligibility requirements and Elect or Default to participation in Super Saver Plus as follows:

(i) Newly Hired AMS Employees. These AMS Employees may Elect during their Election Period to participate in the Pension Plan. They will Default to Super Saver Plus. Their Election Period commences on the first day of the month after completion of six months of service following the date of hire.

(ii) Employees Transferred to Positions as AMS Employees. Except as provided in (a)(iv) above, these AMS Employees may Elect during their Election Period to participate in the Pension Plan. They will Default to Super Saver Plus. Their Election Period commences on the first day of the month following the month of transfer.

(iii) Notwithstanding (b)(ii) above, the following employee groups may Elect to participate in Super Saver Plus but they will Default to the Pension Plan, and their Election Period commences on the first day of the month following the month of transfer:

(A) Sabre Dual Retirees

(B) Laid Off Reno Employees

(C) Employees transferred from a position covered by a collective bargaining agreement.

(iv) Notwithstanding anything to the contrary in (b)(i), (ii), or (iii) above, once an AMS Employee has an Election or a Default Election on file, that Election or Default Election will not be changed due to

a subsequent return to a position as an AMS Employee.

(c) No other Employee of the Company or any Affiliated Company is eligible to Participate in Super Saver Plus.

Section 2.2 Commencement of Participation. Participation in Super Saver Plus shall commence as soon as administratively possible after the AMS Employee satisfies the conditions of eligibility, including completion of the required period of Eligibility Service and making an Election or Default Election, in accordance with Section 2.1 hereof, but in no event shall such participation commence later than 6 months after all such conditions have been satisfied.

ARTICLE III
CONTRIBUTIONS

Section 3.1 Employer Matching Contributions.

(a) Subject to the provisions of the Plan, including the restrictions and limitations contained in ARTICLE VI and ARTICLE VII of the Plan, commencing on and after the Effective Date, the Company shall contribute for each Plan Year as an Employer Matching Contribution 100% of the Employee Before-tax Contributions up to 5.5% of a Participant's Pensionable Pay contributed to the Plan on behalf of such Participant as an Employee Before-tax Contribution. For purposes of this Section 3.1, the determination of the percentage of a Participant's Pensionable Pay contributed to the Plan on behalf of such Participant shall be made on a year-to-date basis.

(b) Employer Matching Contributions made to the Plan pursuant to this Section 3.1 generally shall be made as soon as administratively feasible following each pay date, and in no event later than the date described in Section 4.7 of the Plan.

ARTICLE IV
VESTING

Section 4.1 Participant Vesting.

(a) A Participant's nonforfeitable interest in his Employer Contribution Account shall be determined as follows:

Years of Vesting Service	Vesting Percentage
Less than 3	0%
3 or more	100%

Notwithstanding anything to the contrary contained in this Section 4.1, amounts credited to a Participant's Employer Contribution Account shall become fully vested upon the occurrence, while employed by an Affiliated Company, of any of the following events, whether or not he has then completed the years of Vesting Service required for full vesting:

(i) the Participant's attainment of his Normal Retirement Date

(ii) the Participant's Disability; or

(iii) the Participant's death.

(b) The value of a Participant's nonforfeitable interest in his Employer Contribution Account shall be determined as of the Valuation Date.

Section 4.2 Crediting Vesting Service.

(a) For purposes of Section 4.1, a Participant will be credited with one year of Vesting Service for each Plan Year in which he completes 1,000 Hours of Service. All service for an Affiliated Company will be included in determining such Employee's years of Vesting Service. The Recordkeeper may establish separate subaccounts for Employees, or classifications of Employees, as necessary to calculate the vesting requirements of this Super Saver Plus.

(b) Except as provided in the following sentence, in the case of an Employee who terminates employment with an Employer and who later resumes employment with the Employer, years of Vesting Service prior to his resumption of employment shall be credited to such Employee. However, if a Participant did not have a nonforfeitable right to amounts credited to his Employer Contribution Account at the time of his termination of employment with an Employer and the Participant incurs a Five-Year Break in Service, his employment with an Employer after such Five-Year Break in Service shall not be taken into account in determining the Participant's nonforfeitable percentage in his Employer Contribution Account derived from Employer Matching Contributions that accrued prior to such Five-Year Break in Service.

(c) Solely for the purpose of determining a Five-Year Break in Service, the Plan shall credit each Participant with hours of service for each hour in any customary period of work, during which the Participant is on an unpaid leave of absence granted as such by an Employer or a parental leave of absence, but only to the extent necessary to prevent a One-Year Break in Service, and in accordance with applicable law and uniformly administered policy. Persons on an unpaid military leave shall receive hours of service credit for the period that their employment rights are protected by law, to the extent required by law.

Section 4.3 Forfeiture and Restoration of Non-Vested Benefits.

(a) If a Participant terminates employment with an Affiliated Company prior to the time he is fully vested in amounts credited to his Employer Matching Account, the non-vested portion of the Participant's benefits under Super Saver Plus, if any, shall be forfeited, subject to restoration as provided in Section 4.3(c) hereof, as of the earlier to occur of:

(i) in the case where the Participant does not receive a distribution of his entire vested Account balance, on the last day of the Plan Year in which the Participant first incurs a Five-Year Break in service or

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(ii) immediately upon receipt of his distribution if the Participant receives a distribution of his entire vested Account balance.

(b) For purposes of this Section 4.2(c), if the vested balance of a Participant's Employer Matching Account is zero, the Participant shall be deemed to have received a distribution of such vested Account at the time of his termination of employment. The forfeited amount shall remain in the Trust Fund and shall be applied first to restore the Employer Contribution Accounts of Former Participants in accordance with Section 4.3(c) and then to reduce future Employer Matching Contributions under Super Saver Plus for the Plan Year during which the effective date of the

distribution (or, if applicable, the Five-Year Break in Service) occurs.

(c) In the case of a Former Participant whose non-vested Account balance was forfeited by reason of a distribution (or deemed distribution) to the Participant, if such individual returns to employment with an Employer prior to incurring a Five-Year Break in Service, the amount previously forfeited from such individual's Account shall be restored (unadjusted for any gains or losses) as part of such individual's Account and credited to an Employer contribution sub-account, hereinafter called the "Restoration Account", if the Participant repays to the Plan the full amount of the distribution prior to the earlier of:

(i) the Plan's termination, or

(ii) the lapse of five years following the Participant's reemployment by the Employer (provided that the Participant must be an Employee at the time of repayment.)

(d) A Participant's forfeiture incurred as a result of a deemed distribution shall be automatically restored if the Participant returns to employment with an Employer prior to the earlier of:

(i) the Plan's termination, or

(ii) his incurring a Five-Year Break in Service.

(e) As of the Valuation Date that immediately follows the repayment described in Section 4.3(c), and prior to any allocation of:

(i) the Trust Fund earnings pursuant to Section 8.5 of the Plan,

(ii) forfeitures pursuant to Section 4.3(a) hereof or

(iii) Employer Matching Contributions pursuant to Section 3.1 hereof, there shall be allocated to the Participant's Restoration Account an amount (the "Restoration Amount") of the Trust Fund equal to the amount of his previously forfeited non-vested Account balance. The Restoration Amount shall be credited first against forfeitures arising for the Plan Year, and if such forfeitures are not sufficient to satisfy the Restoration Amount in full, the Restoration Amount shall be satisfied out of Employer contributions for the Plan Year, which contributions shall be supplemented for the Plan Year by an amount equal to such remainder. The Restoration Amount shall not be deemed an Annual Addition, as defined Section 7.2(a)(i) of the Plan, or portion thereof for any Limitation Year. The Pension Benefits Administration Committee shall give timely notice to any rehired Employee, if such Employee is eligible to make a repayment, of his right to make such repayment before the expiration of the periods specified above, and such notice shall also include an explanation of the consequences of not making such repayment.

ARTICLE V
WITHDRAWALS DURING EMPLOYMENT

Section 5.1 Loans. In determining the amount available to a Participant for a loan under Section 11.2 of the Plan, the amount of the Participant's Employer Contributions Account may be included with the Participant's Employee After-tax Account, the Participant's Employee Before-Tax Contribution Account, Profit Sharing Fund Account,

Rollover Account and Prior Plan Account, if any, but only to the extent the Employer Contributions Account is vested.

Section 5.2 Withdrawals. No in service withdrawals of amounts credited to Employer Matching Contribution Accounts are allowed.

AMERICAN AIRLINES, INC.
 Computation of Ratio of Earnings to Fixed Charges
 (in millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2005	2004	2005	2004
Earnings (loss):				
Earnings (loss) before income taxes	\$(161)	\$ (225)	\$(291)	\$(420)
Add: Total fixed charges (per below)	399	372	1,150	1,112
Less: Interest capitalized	12	20	58	56
Total earnings (loss) before income taxes	\$226	\$ 127	\$801	\$636
Fixed charges:				
Interest, including interest capitalized	\$180	\$ 164	\$521	\$486
Portion of rental expense representative of the interest factor	216	205	621	618
Amortization of debt expense	3	3	8	8
Total fixed charges	\$399	\$ 372	\$1,150	\$1,112
Coverage deficiency	\$173	\$245	\$349	\$476

Note: As of September 30, 2005, American has guaranteed approximately \$1.3 billion of AMR's unsecured debt and approximately \$428 million of AMR Eagle's secured debt. The impact of these unconditional guarantees is not included in the above computation.

I, Gerard J. Arpey, certify that:

1. I have reviewed this quarterly report on Form 10-Q of American Airlines, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 21, 2005

/s/ Gerard J. Arpey
Gerard J. Arpey
Chairman, President and Chief
Executive Officer

I, James A. Beer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of American Airlines, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 21, 2005

/s/ James A. Beer
James A. Beer
Senior Vice President and
Chief Financial Officer

American Airlines, Inc.

Certification

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18,
United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of American Airlines, Inc., a Delaware corporation (the Company), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended September 30, 2005 (the Form 10-Q) of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 21, 2005 /s/ Gerard J. Arpey
Gerard J. Arpey
Chairman, President and Chief
Executive Officer

Date: October 21, 2005 /s/ James A. Beer
James A. Beer
Senior Vice President and Chief
Financial Officer

The foregoing certification is being furnished solely pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) and is not being filed as part of the Form 10-Q or as a separate disclosure document.