AMERICAN AIRLINES, INC. 401(K) PLAN

SUMMARY PLAN DESCRIPTION

January 1, 2016

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INTRODUCTION

The American Airlines, Inc. 401(k) Plan (the "Plan"), formerly known as the $uper $aver, An American Airlines, Inc. Capital Accumulation Plan, is maintained for the exclusive benefit of you and other Eligible Employees for the purpose of providing retirement income. The Plan allows you and other Eligible Employees to contribute a portion of your pay (referred to as "Eligible Compensation") in the form of elective deferrals, to receive contributions from the Company, and to invest your elective deferrals and other contributions in the Plan's various investment options. The retirement income that you will receive under the Plan will be determined by the elective deferrals and other contributions that are made to the Plan on your behalf and the investment earnings and losses on those elective deferrals and contributions.

This Summary Plan Description ("SPD") describes the major features of the Plan but is not intended to cover every detail of the Plan. This is because Federal law requires a plan sponsor to provide you with a common-language description of the Plan and how it operates. The complete terms of the Plan are contained in the official Plan document. This SPD is not used to administer the Plan or resolve any disputes about how the Plan operates. ***If there is any discrepancy between the information in this SPD and the Plan document, the terms of the Plan document shall govern.***

The Employee Benefits Committee (the "Plan Administrator") is the administrator and named fiduciary of the Plan. The Plan Administrator has contracted with Fidelity Investments Institutional Operations Company, Inc. ("Fidelity") to provide recordkeeping and other administrative services to the Plan. The trustee of the Plan is Fidelity Management Trust Company (the "Trustee").

All legal documents relating to the Plan are available for your inspection at:

American Airlines, Inc.
ATTN: 401(k)
MD 5144
4333 Amon Carter Boulevard, HDQ1
Fort Worth, TX 76155

You may also request a copy of any of these documents by writing to the Plan Administrator at the above address.

PLAN HIGHLIGHTS

The Plan's highlights are summarized below - further information on each of these highlights is provided in the sections of the SPD that follow:

- *Elective Deferrals*. These are the amounts that the Company contributes to the Plan on your behalf when you elect to defer a percentage of your Eligible Compensation to the Plan on a pre-tax or after-tax basis. You may contribute between 1% and 100% of your Eligible Compensation on a before-tax basis (*i.e.*, Before-Tax Contributions) or after-tax basis (*i.e.,* After-Tax Contributions and Roth 401(k) Contributions) to the Plan, subject to certain Internal Revenue Code ("Code") limits explained below. Your contributions are conveniently deducted from your paychecks. Your Before-Tax Contributions grow on a tax-deferred basis, and you do not pay income taxes on these contributions and the related earnings until you withdraw these amounts from the Plan. Your After-Tax and Roth 401(k) Contributions (including any earnings and investment gains on Roth 401(k) Contributions) generally are not taxed when they are distributed from the Plan. **Please Note:** If you are subject to income tax under the provisions of the Puerto Rico Income Tax Act, you may not make Roth 401(k) Contributions and you may only contribute a maximum of ten percent (10%) of your Eligible Compensation as After-Tax Contributions.

- *Catch-Up Contributions*. If you will be age fifty (50) or older at the end of the Plan Year, you may elect to contribute an additional amount of your Eligible Compensation to the Plan (*i.e.*, Catch-Up Contributions), up to a maximum of $6,000 for 2015 and 2016. This limit may be adjusted annually by the Internal Revenue Service ("IRS") to reflect cost-of-living increases.

- *Automatic Enrollment*. When you initially become eligible for the Plan, unless you direct otherwise, you will be automatically enrolled in the Plan and elective deferrals of three percent (3%) of your Eligible Compensation will be contributed to the Plan on your behalf on a before-tax basis (*i.e.,* Before-Tax Contributions).

- *Employer Contributions*. You will generally become eligible to receive either Matching Contributions or Company Contributions after you complete one (1) year of service.

- *Code Limits*. The maximum amount that can be contributed to your Account under the Plan (including your contributions and Employer contributions but excluding Rollover Contributions, Catch-Up Contributions and Roth Catch-Up Contributions) for 2015 and 2016 is the lesser of $53,000 or 100% of your annual compensation ($59,000 or 100% of your annual compensation, if Catch-Up Contributions and Roth Catch-Up Contributions are included). Your Before-Tax and Roth 401(k) Contributions (including Catch-Up and Roth Catch-Up Contributions) are also subject to a separate Code limit on deferrals. For 2015 and 2016, the limits are $18,000 for Before-Tax and Roth 401(k) Contributions, and $24,000 if you also make Catch-Up or Roth Catch-Up Contributions.

- *Vesting*. Any contributions that you make to the Plan are fully vested and nonforfeitable at all times. **Please see the "Vesting of Your Contributions" section for the vesting rules that apply to Employer Contributions.**

- *Payment Events*. Your vested Plan benefits normally are payable when you terminate employment (including being furloughed) or die, and, under certain circumstances, while you are still actively employed by the Company.

- *Form of Payment*. In general, you may elect to receive payment of your Plan benefits in a lump sum, a partial lump sum or installment payments. **Please see Appendix A for special distribution rules for "annuity protected contributions."**

DEFINITIONS

Throughout this SPD you will see certain terms used frequently. Some of these terms are defined elsewhere in the SPD, and a few of the key definitions are defined or highlighted below.

- *Account*. The separate accounting in the Plan's trust for each type of elective deferral and contribution made to the Plan on your behalf.
- *American Airlines 2012 Seniority List*. The American Airlines System Seniority List for Flight Attendant Employees as of April 12, 2012.
- *AMS Employee*. A regular (full-time or part-time), non-union employee of the Company whose job is classified as management, specialist support personnel, officer or other non-union employee, and who is paid on the U.S. payroll of the Company.
- *Company*. American Airlines, Inc. or any successor to American Airlines, Inc.
- *CWA Employee*. A regular employee of the Company who is covered under the collective bargaining agreement between the Company and the Transport CWA-IBT Airline Passenger Service Association, and who is paid on the U.S. payroll (including Puerto Rico and the U.S. Virgin Islands) of the Company.
- *Disabled*: A Participant is "Disabled" if he or she is receiving qualifying disability benefits under the Social Security Act as evidenced by a valid award letter from the Social Security Administration.
- *Eligible Compensation*. Please refer to the Section of the SPD entitled "Eligible Compensation" for this definition.
- *Eligible Employee*. Please refer to the Section of the SPD entitled "Eligible Employees" for this definition.
- *Employer*. The Company and any affiliate of the Company that has adopted the Plan with the Company's consent.
- *Flight Attendant Employee*. A regular employee of The Company who is covered under the collective bargaining agreement between the Company and the Association of Professional Flight Attendants, and who is paid on the U.S. payroll of the Company.
- *Participant*. Any employee of the Company who is eligible to participate under the provisions of the Plan and any former employee of the Company, alternate payee or beneficiary who has an account balance under the Plan.
- TWU Employee. A regular employee of the Company who is covered under the collective bargaining agreement between the Company and the Transport Workers Union of America, AFL-CIO, and who is paid on the U.S. payroll of the Company.

CONTACT INFORMATION FOR OBTAINING ADDITIONAL INFORMATION

Fidelity is the primary source of information about the Plan. Fidelity may be contacted by –

- Calling 1 (800) 354-3412, or
- Visiting the Plan Website (www.netbenefits.com/AA).

Certain information, as stated in this SPD, is also available from the Plan Administrator. The Plan Administrator may be contacted by:

- Calling 1 (817) 963-1234,
- Sending an email to my401k@aa.com, or
- Sending a letter to:

  Employee Benefits Committee
  4333 Amon Carter Boulevard, HDQ1
  Fort Worth, TX 76155

In addition, certain information may be available on the Company's intranet site (www.jetnet.aa.com).

Este es el Documento Sumario Del American Airlines, Inc. 401(k) Plan, escrito en el idioma ingles. Si usted no entiende este Documento, en su totalidad o parcialmente, le rogamos se comunique con Fidelity al telefono 1 (800) 354-3412 para obtener mas informacion.

WHEN YOU ARE ELIGIBLE TO PARTICIPATE

ELIGIBLE EMPLOYEES

"Eligible Employees" may participate in the Plan. You are an Eligible Employee if you are a full-time or part-time employee of the Company. However, you cannot be an Eligible Employee if you are:

- A leased employee;
- A temporary, provisional, or associate employee;
- An independent contractor or any other person not reported as a common law employee on the payroll of the Company or any affiliated company, even if a court or administrative agency determines that you are a common law employee of the Company or any affiliated company;
- Employed by an affiliated company that has not adopted the Plan;
- Eligible to participate in another 401(k) plan sponsored by the Company or any affiliated company;
- A person who is not on the Company's United States salaried or hourly payroll;
- A person whose compensation is reported on a form other than an IRS Form W-2; or
- A person who does not have either a valid Social Security Number or a valid Individual Tax Identification Number.

ENROLLING IN THE PLAN

If you are an Eligible Employee, you may elect to participate in the Plan at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. Once you make the election, your participation in the Plan will commence as soon as administratively practicable. You may also become a Plan participant through the Plan's automatic enrollment provisions, described below. If, prior to your election to participate or your automatic enrollment, you are credited with a Company Contribution, you will become a Plan participant on the date that an Account is established to hold that contribution.

AUTOMATIC ENROLLMENT

If you are an Eligible Employee who is hired or rehired on or after January 1, 2013, you will be automatically enrolled in the Plan. Written notice of your pending automatic enrollment will be sent to you at least thirty (30) days prior to the effective date of your automatic enrollment in the Plan.

If you do nothing after receiving your automatic enrollment notice letter, your Before-Tax Contributions will begin as soon as administratively practicable following the automatic enrollment date specified in your enrollment letter. Before-Tax Contributions equal to three percent (3%) of your Eligible Compensation will be withheld from your paycheck and contributed to your Account. If you do not make an investment election, your Account will be invested in the qualified default investment fund listed in your automatic enrollment notice letter.

If you wish to select a different Before-Tax Contribution percentage, change the investment fund(s) in which your contributions are invested, or opt-out of participating in the Plan before or after your automatic enrollment goes into effect, you may do so at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

You may make a request to receive a distribution of all Before-Tax Contributions that have been automatically contributed to the Plan if you opt-out of automatic enrollment within ninety (90) days of the automatic enrollment date.

IF YOU ARE REEMPLOYED

If your employment terminates (including if you are furloughed) after you become an Eligible Employee and you later return to the Company as an Eligible Employee, you will be automatically enrolled in the Plan in the same manner as described in the Automatic Enrollment section above.

IF YOU TRANSFER TO AN INELIGIBLE POSITION

If you transfer to a position that is not eligible to participate in the Plan, you will not be able to make any contributions to the Plan or receive any Company or Matching Contributions that are made to the Plan based on Eligible Compensation earned after your transfer. However, your Account will continue to be credited with investment earnings and losses and you may continue to direct the investment of your Account and, with a few exceptions, exercise all other rights of Plan participation. If you later become an Eligible Employee, you will be automatically enrolled in the Plan in the same manner as described above.

IF YOU ARE ON AN AUTHORIZED LEAVE OF ABSENCE

If you are on an authorized military or non-military leave of absence, you generally will be able to make contributions to the Plan and receive Company and Matching Contributions that are made to the Plan based on Eligible Compensation earned during your leave of absence.* In addition, your Account will continue to be credited with investment earnings and losses and you may continue to direct the investment of your Account and, with a few exceptions, exercise all other rights of Plan participation. If you return from the leave of absence, your contribution election in the Plan's records as of the date you return will be automatically implemented.

*Please see the "Qualified Military Service" section below for special rules if you are on an authorized military leave of absence.

CONTRIBUTIONS TO THE PLAN

CONTRIBUTION ELECTIONS

When you first enroll in the Plan (unless you have been automatically enrolled), you will be asked to choose the percentage of your Eligible Compensation that you wish to contribute to the Plan on a before-tax, Roth, or after-tax basis for each pay period.* Your contributions will then be withheld from your Eligible Compensation and contributed to the Account established within the Plan on your behalf.

You may elect to change your contribution rate at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. Changes are effective as soon as administratively practicable after your election is processed.

You may stop your contributions on Fidelity NetBenefits® or by calling the American Airlines 401(k) Service Center at Fidelity. Your request to stop your contributions will be effective as soon as administratively practicable after your election is processed. If you stop your contributions and then decide that you want to restart your contributions, you may do so on Fidelity NetBenefits® or by calling the American Airlines 401(k) Service Center at Fidelity. Again, these changes are effective as soon as administratively practicable after your election is processed. If you stop contributing to the Plan, you may continue to direct the investment of your Plan Account, which will continue to be credited with investment gains and losses and debited for expenses.

*You may also elect to contribute a portion of your incentive compensation award, or other similar forms of Eligible Compensation (or any other Eligible Compensation item designated by the Plan Administrator as subject to a special election) as a Before-tax Contribution, a Roth 401(k) Contribution, or an After-Tax Contribution

BEFORE-TAX CONTRIBUTIONS

You may elect to contribute from 1% to 100%* (in .5% increments) of your Eligible Compensation on a before-tax basis each pay period (but your combined Before-Tax and Roth 401(k) Contributions may not exceed $18,000 in 2015 and 2016, adjusted each year per IRS guidelines) to the Plan. Your Before-Tax Contributions will be deducted from your paycheck *before* you pay income tax on them. Before-Tax Contributions are paid to the Plan as soon as administratively practicable after they are deducted from your paycheck. Your Before-Tax Contributions grow on a tax-deferred basis, and you do not pay income taxes on these contributions and the related earnings until you withdraw these amounts from the Plan.

A separate sub-account will be established under the Plan for your Before-Tax Contributions.

*The total combined percentage of your Before-Tax, Roth 401(k), Catch-Up, Roth Catch-Up and After-Tax Contributions cannot exceed 100% of your Eligible Compensation per pay period.

ROTH 401(K) CONTRIBUTIONS

You may elect to contribute from 1% to 100%* (in .5% increments) of your Eligible Compensation on a Roth (after-tax) basis each pay period (but your combined Before-Tax and Roth 401(k) Contributions may not exceed $18,000 in 2015 and 2016, adjusted each year per IRS guidelines) to the Plan. Your Roth 401(k) Contributions will be deducted from your paycheck *after* you pay income tax on them. Roth 401(k) Contributions are paid to the Plan as soon as administratively practicable after they are deducted from your paycheck. Your Roth 401(k) Contributions (including any earnings and investment gains) generally are not taxed when they are distributed from the Plan.** **Please note:** If you are subject to income tax under the provisions of the Puerto Rico Income Tax Act, you may not make Roth 401(k) Contributions.

A separate sub-account will be established under the Plan for your Roth 401(k) Contributions.

*The total combined percentage of your Roth 401(k), Before-Tax, Catch-Up, Roth Catch-Up and After-Tax Contributions cannot exceed 100% of your Eligible Compensation per pay period.

**Please see the “Distributions” section below for more information about taxation of distributions from the Plan.

CUSTOMIZED AUTOMATIC INCREASE PROGRAM

The Plan offers a customized "automatic increase" program that automatically increases the amount of your Before-Tax Contributions that are made to the Plan as of a certain date each year. The amount and date of the increase are set by you.

Customized Automatic Increase Program: If you elect to participate in this program, you will be able to specify the amount of the annual increase in your Before-Tax Contribution percentage (up to 10% each year), the month in which the increase will take effect each year, and the maximum contribution percentage to which your contributions will increase (generally, up to 100% of your Eligible Compensation). **Please note:** If you are not making Before-Tax Contributions to the Plan, then you will not be eligible to enroll in the Plan’s customized automatic increase program.

<u>Annual Notice</u>: If you participate in the customized automatic increase program, you will be notified of your automatic increase at least thirty (30) days prior to the date it is scheduled to take effect each year.

<u>Hardship Distributions</u>: If you receive a hardship distribution, your participation in the customized automatic increase program described above will be suspended. When the suspension period ends, you will have to affirmatively elect to opt back into customized automatic increase program described above.

CATCH-UP CONTRIBUTIONS

If you plan to contribute the maximum Before-Tax or Roth 401(k) Contributions to the Plan and you will be age fifty (50) or older by the end of the Plan Year, you may also elect to make additional "catch-up contributions" to the Plan, on a before-tax or Roth (after-tax) basis, equal to a percentage* of your Eligible Compensation per pay period (but not more than $6,000 in 2015 and 2016, which may be adjusted in future years per IRS guidelines). You elect to make Catch-Up Contributions in the same manner as you elect to make Before-Tax and Roth 401(k) Contributions. Catch-Up Contributions are paid to the Plan as soon as administratively practicable after they are deducted from your paycheck. Your Catch-Up Contributions grow on a tax-deferred basis, and you do not pay income taxes on these contributions and the related earnings until you withdraw these amounts from the Plan. Your Roth Catch-Up Contributions (including any earnings and investment gains) generally are not taxed when they are distributed from the Plan. **Please note:** If you are subject to income tax under the provisions of the Puerto Rico Income Tax Act, you may not make Roth Catch-Up Contributions.

Even though you elect to make Catch-Up Contributions during the year, whether or not these contributions are treated as Catch-Up Contributions will depend on whether you contribute the maximum amount of Before-Tax and/or Roth 401(k) Contributions allowed under the law by the end of the year (see the applicable limits on Before-Tax and Roth 401(k) Contributions described above). If you do not contribute the maximum, then your Catch-Up Contributions will be treated as either Before-Tax Contributions or Roth 401(k) Contributions (depending on the type of contributions you have made to the Plan for that year).

*The total combined percentage of your Catch-Up, Roth Catch-Up, Roth 401(k), Before-Tax, and After-Tax Contributions cannot exceed 100% of your Eligible Compensation per pay period.

AFTER-TAX CONTRIBUTIONS

You may elect to contribute from 1% to 100%* (in .5% increments) of your Eligible Compensation on an after-tax basis each pay period (subject to IRS limits on the maximum amount of contributions that can be made to the Plan each year described in the "Limitations on Contributions" section below) to the Plan. Your After-Tax Contributions will be deducted from your paycheck *after* you pay income tax on them. After-Tax Contributions are paid to the Plan as soon as administratively practicable after they are deducted from your paycheck. Your After-Tax Contributions generally are not taxed when they are distributed from the Plan, but related earnings are taxed upon distribution. **Please Note:** If you are subject to income tax under the provisions of the Puerto Rico Income Tax Act, you may only contribute a maximum of ten percent (10%) of your Eligible Compensation as After-Tax Contributions.

A separate sub-account will be established under the Plan for your After-Tax Contributions.

*The total combined percentage of your After-Tax, Before-Tax, Catch-Up and Roth 401(k) Contributions cannot exceed 100% of your Eligible Compensation per pay period.

MATCHING CONTRIBUTIONS

If you elect to make Before-Tax or Roth 401(k) Contributions to the Plan, the Company will make Matching Contributions to the Plan each pay period based on your Eligible Compensation that is paid during that pay period according to the following chart:*

Eligible Employees	***Percentage of Eligible Compensation***
AMS Employees	100% up to 5.50% of Eligible Compensation deferred as Before-Tax or Roth 401(k) Contributions

CWA Employees	100% up to 5.50% of Eligible Compensation deferred as Before-Tax or Roth 401(k) Contributions
TWU Employees	100% up to 5.50% of Eligible Compensation deferred as Before-Tax or Roth 401(k) Contributions
Flight Attendant Employees on the American Airlines 2012 Seniority List (For Eligible Compensation Received After December 31, 2018)	100% up to 2.50% of Eligible Compensation deferred as Before-Tax or Roth 401(k) Contributions
All Other Flight Attendant Employees	100% up to 2.50% of Eligible Compensation deferred as Before-Tax or Roth 401(k) Contributions

*__Please note__ that Matching Contributions will not be made in relation to any Catch-Up Contributions that are contributed to the Plan on your behalf.

In order to receive Matching Contributions, you must complete one (1) year of service.* You will be credited with one (1) "year of service" for any twelve-month period of time (*e.g.,* 365 days) during which you are employed as an employee by the Company or any affiliated company. In general, you are credited with service commencing on the date you are hired and ending on the date you quit, are discharged or furloughed, retire, or die. However, the following special rules may apply:

- If you are reemployed within twelve (12) months after your quit, discharge, furlough, or retirement date (for example, if you terminate on December 5, 2015, and are reemployed on or before December 4, 2016), you will be credited with one year of service as if you were employed during the entire period of your absence from employment.
- If you are on an authorized military leave of absence and return to work within the period of time required by law, your period of absence will be credited toward the one year of service requirement described above.

If you have any questions about the calculation of your year of service, you can log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

*If you were receiving non-elective employer contributions and/or matching contributions in the US Airways, Inc. Employee Savings Plan (the "ESP") as of October 26, 2015, then you will be immediately eligible to receive Matching Contributions in this Plan as of October 27, 2015. In addition, if you were a flight attendant participating in the ESP on October 26, 2015, but were not yet eligible to receive non-elective employer contributions and/or matching contributions in the ESP as of October 26, 2015, then you will be eligible to receive Matching Contributions in this Plan after you reach age 18 and complete 90 days of employment with the Company.

COMPANY CONTRIBUTIONS FOR FLIGHT ATTENDANT EMPLOYEES

If you are a Flight Attendant Employee who is eligible to participate in Plan, the Company will make Company Contributions to the Plan each pay period based on your Eligible Compensation that is paid during that pay period according to the following chart, regardless of whether you elect to make Before-Tax, Roth 401(k), Catch-Up, Roth Catch-Up, or After-Tax Contributions to the Plan:

Eligible Flight Attendant Employees	***Percentage of Eligible Compensation***
Flight Attendant Employees on the American Airlines 2012 Seniority List (For Eligible Compensation Received Between January 1, 2014 and December 31, 2018)	5.50% (For Flight Attendant Employees Under 40 Years Old)
	6.75% (For Flight Attendant Employees Who Are At Least 40 But Not Yet 50 Years Old)
	9.90%

	(For Flight Attendant Employees Who Are 50 Years Old or Older)
Flight Attendant Employees on the American Airlines 2012 Seniority List (For Eligible Compensation Received After December 31, 2018)	3.00%
All Other Flight Attendant Employees	3.00%

In order to receive Company Contributions, you must complete one (1) year of service.* You will be credited with one (1) "year of service" for any twelve-month period of time (*e.g.,* 365 days) during which you are employed as an employee by the Company or any affiliated company. In general, you are credited with service commencing on the date you are hired and ending on the date you quit, are discharged or furloughed, retire, or die. However, the following special rules may apply:

- If you are reemployed within twelve (12) months after you quit, discharge, furlough, or retirement date (for example, if you terminate on December 5, 2015, and are reemployed on or before December 4, 2016), you will be credited with service as if you were employed during the entire period of your absence from employment.
- If you are on an authorized military leave of absence and return to work within the period of time required by law, your period of absence will be credited toward the one (1) year of service requirement described above.
- If you are on an authorized non-military leave of absence and comply with the terms of the Company's policy regarding such leave, your period of absence (including the first twelve (12) months of a pregnancy leave) will be credited toward the one (1) year of service requirement described above.

If you have any questions about the calculation of your year of service, you can log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

*If you were receiving non-elective employer contributions and/or matching contributions in the US Airways, Inc. Employee Savings Plan (the "ESP") as of October 26, 2015, then you will be immediately eligible to receive Company Contributions in this Plan as of October 27, 2015. In addition, if you were a participant in the ESP, but were not yet eligible to receive non-elective employer contributions and/or matching contributions in the ESP as of October 26, 2015, then you will be eligible to receive Company Contributions in this Plan after you reach age 18 and complete 90 days of employment with the Company.

ROLLOVER CONTRIBUTIONS

If you are a Participant who is an employee, you may be eligible to make direct or indirect Rollover Contributions to the Plan of amounts that you receive from an "eligible retirement plan." You may also be eligible to make Rollover Contributions to the Plan from amounts that you receive from a traditional individual retirement account ("IRA").

An "eligible retirement plan" includes a plan qualified under section 401(a) of the Internal Revenue Code (*e.g*., 401(k) plan, profit-sharing plan, defined benefit plan, money purchase plan) or Code section 403(a) annuity plan; a section 403(b) tax-sheltered annuity; and an eligible section 457(b) plan maintained by a governmental employer.

A separate sub-account will be established to receive and invest your Rollover Contributions (pre-tax contributions made to an eligible retirement plan), After-Tax Rollover Contributions (after-tax contributions made to an eligible retirement plan) and/or Roth Rollover Contributions (Roth contributions made to an eligible retirement plan).

If you wish to make a Rollover Contribution, please contact the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. Because the Federal income tax provisions governing such contributions are complex, **you may want to consult a qualified tax advisor** before making them.

QNECS

The IRS requires that Before-Tax and Roth 401(k) Contributions meet a complicated nondiscrimination test to ensure that Plan contributions do not disproportionately benefit highly compensated employees. To the extent necessary to meet these tests or to correct an error described in the "Correction of Errors" section below, the Company may make additional contributions to the Plan in the form of qualified non-elective contributions ("QNECs"). The Company will provide additional information about these types of contributions in a notice to impacted Participants if such contributions are made to the Plan. A separate sub-account will be established under the Plan for your QNECs, if any.

ELIGIBLE COMPENSATION

Subject to the following rules, your Eligible Compensation for purposes of determining the amount of any contribution made to the Plan on your behalf generally includes all amounts reported as wages on the IRS Form W-2 after you become an active Participant in the Plan, any differential wage payments paid by the Company while you are absent from work during a period of qualified military service, any Before-Tax Contributions made on your behalf to the Plan, and any salary reductions made on your behalf to a flexible benefits plan or another similar plan sponsored by the Company.

- Exclusions for Employee Contributions: For purposes of Before- Tax Contributions, Roth 401(k) Contributions, After-Tax Contributions, Catch-Up Contributions and Roth Catch-Up Contributions, Eligible Compensation does not include co-terminal expenses, moving expenses, Company-paid life insurance premiums, value of NRSA Passes for Relatives, disability payments, severance pay, Company-paid employee expenses, benefit pay, tips, relocation-related compensation, incentive payments funded through third parties, cost of living pay adjustments, and imputed income (including any amounts grossed up to account for the taxes on the imputed income).
- Exclusions for Matching Contributions – AMS Employees: For purposes of Matching Contributions made on behalf of AMS Employees, Eligible Compensation does not include co-terminal expenses, moving expenses, Company-paid life insurance premiums, value of NRSA Passes for Relatives, disability payments, severance pay, Company-paid employee expenses, benefit pay, tips, relocation-related compensation, incentive payments funded through third parties, cost of living pay adjustments, approved expense allowances, expense reimbursements, gain sharing payments, sick bank payout, termination vacation pay, uniform cleaning allowance, restructuring performance awards, new employee signing awards, cash awards paid under long-term incentive compensation plans, and imputed income (including any amounts grossed up to account for the taxes on the imputed income).
- Exclusions for Matching Contributions – CWA Employees: For purposes of Matching Contributions made on behalf of CWA Employees, Eligible Compensation does not include co-terminal expenses, moving expenses, Company-paid life insurance premiums, value of NRSA Passes for Relatives, disability payments, severance pay, Company-paid employee expenses, benefit pay, tips, relocation-related compensation, incentive payments funded through third parties, cost of living pay adjustments, approved expense allowances, expense reimbursements, gain sharing payments, sick bank payout, termination vacation pay, uniform cleaning allowance, restructuring performance awards, new employee signing awards, cash awards paid under long-term incentive compensation plans, and imputed income (including any amounts grossed up to account for the taxes on the imputed income).
- Exclusions for Matching Contributions – TWU Employees: For purposes of Matching Contributions made on behalf of TWU Employees, Eligible Compensation does not include co-terminal expenses, moving expenses, Company-paid life insurance premiums, value of NRSA Passes for Relatives, disability payments, severance pay, Company-paid employee expenses, benefit pay, tips, relocation-related compensation, incentive payments funded through third parties, cost of living pay adjustments, approved expense allowances, expense reimbursements, gain sharing payments, overtime meal allowances, sick bank payout, termination vacation pay, uniform cleaning allowance, and imputed income (including any amounts grossed up to account for the taxes on the imputed income).
- Exclusions for Matching and Company Contributions – Flight Attendant Employees: For purposes of Matching and Company Contributions made on behalf of Flight Attendant Employees, Eligible Compensation does not include co-terminal expenses, moving expenses, Company-paid life insurance premiums, value of NRSA Passes for Relatives, disability payments, severance pay, Company-paid employee expenses, benefit pay, tips, relocation-related compensation, incentive payments funded through third parties, cost of living pay adjustments, approved expense allowances, expense reimbursements, gain sharing payments, overtime meal allowances, sick bank payout, termination vacation pay, uniform cleaning allowance, and imputed income (including any amounts grossed up to account for the taxes on the imputed income).
- Post-severance Compensation: In general, Eligible Compensation does not include amounts paid to you after you terminate employment with the Company. However, regular compensation, as well as paid leave cash-outs (except as excluded above) that you would have received if you had remained employed is Eligible Compensation if it is paid

within the later of: (a) 2½ months after your termination of employment, or (b) the end of the calendar year during which you terminate employment.

- IRS Limit on Compensation: Federal law limits the amount of compensation that can be considered for Plan purposes each Plan Year. For 2015 and 2016, the limit is $265,000. So, the Plan cannot count any part of your Eligible Compensation that exceeds the first $265,000 paid to you in 2015 or 2016. This annual compensation limit may be adjusted in future years by the IRS.

LIMITATIONS ON CONTRIBUTIONS

The maximum amount that can be contributed to your Account under the Plan (including your contributions, Matching Contributions and Company Contributions, but excluding Rollover Contributions, Catch-Up Contributions and Roth Catch-Up Contributions) for 2015 and 2016 is the lesser of $53,000 or 100% of your annual compensation ($59,000 or 100% of your annual compensation, if Catch-Up Contributions and Roth Catch-Up Contributions are included). Your Before-Tax and Roth 401(k) Contributions (including Catch-Up and Roth Catch-Up Contributions) are also subject to a separate IRS limit on deferrals. For 2015 and 2016, the limits are $18,000 for Before-Tax and Roth 401(k) Contributions, and $24,000 if you also make Catch-Up or Roth Catch-Up Contributions.

The limits on Before-Tax, Roth 401(k), Catch-Up, and Roth Catch-Up Contributions apply to the aggregate of such contributions made to all tax-qualified 401(k) plans during a tax year (for example, the aggregate of contributions made to this Plan and the plan of a prior employer). Therefore, if you made Before-Tax, Roth 401(k), Catch-Up or Roth Catch-Up Contributions during the year to this Plan and another 401(k) plan, it is your responsibility to monitor your aggregate contributions. If your contributions have exceeded the IRS limit for a year, you must contact the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time, to request a refund of the excess no later than March 1 of the following year.

If you are a highly compensated employee, the amount of your Before-Tax Contributions, Roth 401(k) Contributions and Matching Contributions may be limited to ensure that your rate of contribution, along with the rate of contribution by other highly compensated employees, is not disproportionately greater than the rate of contribution made by non-highly compensated employees, in accordance with IRS regulations. Generally, a highly compensated employee is someone whose annual compensation exceeds an IRS-determined compensation limit that is increased periodically to reflect cost-of-living increases. For 2015 and 2016, that limit is $120,000. The Company may notify you if you are a highly compensated employee whose Plan contributions will be limited for a Plan Year, as described in this paragraph.

QUALIFIED MILITARY SERVICE

Special rules under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") apply if you take a leave of absence because of military service and return to active employment with the Company after the period of military service. These rights include the right to contribute certain make-up contributions for your eligible period of military service and to receive certain contributions in the event you should die during your period of military service. Please contact the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time, for additional information.

CORRECTION OF ERRORS

On occasion, a clerical error or omission may result in an incorrect Account balance or, if you have received a distribution, an incorrect distribution. You are entitled only to the benefits provided by the terms of the Plan. Therefore, if the error results in your being credited with or receiving less benefits than you are entitled to under the terms of the Plan, you will receive the benefits you are entitled to from the Plan. If the error results in your being credited with or receiving more benefits than you are entitled to under the terms of the Plan, the Plan will correct your Account balance. If you received an overpayment, you must repay the overpayment, if requested to do so.

VESTING OF YOUR CONTRIBUTIONS

Vesting indicates your ownership of the money in your Account. You are always 100% vested (meaning that no amount can be forfeited) in your Before-Tax Contributions, Roth 401(k) Contributions, Catch-Up Contributions, Roth Catch-Up Contributions, After-Tax Contributions, Annuity Protected Contributions, Vacation Pay Accrual Contributions (please see Appendix B), and Rollover Contributions (and the earnings on these amounts). You become 100% vested in your Matching and/or Company Contributions according to the following chart:

If You Are...	Then...
A Participant who is an employee as of June 24, 2015 and have completed at least one (1) year of service as of that date	You are 100% vested at all times
A Participant who is an employee as of June 24, 2015 and **have not** completed at least one (1) year of service as of that date	You will become 100% vested after you complete two (2) years of service
Hired or rehired after June 24, 2015	You will become 100% vested after you complete two (2) years of service
An Employee whose account balance was transferred from the US Airways, Inc. Employee Savings Plan (the "ESP") and were vested at that time	You are 100% vested at all times
A Flight Attendant Employee whose account balance was transferred to the Plan from the ESP on October 27, 2015 and you were not vested at that time	You will become 100% vested after you complete one (1) year of service
A non-Flight Attendant Employee who has non-elective employer contributions in your Account that were transferred from the ESP on October 27, 2015 and you were not vested at that time	You will become 100% vested after you complete two (2) years of service
An Employee who has Envoy matching contributions in your Account	You will become 100% vested in those contributions after you complete three (3) years of service

You will be credited with one (1) "year of service" for any twelve-month period of time (*e.g.,* 365 days) during which you are employed as an employee by the Company or any affiliated company. In general, you are credited with service commencing on the date you are hired and ending on the date you quit, are discharged or furloughed, retire, or die. However, the following special rules may apply:

- If you are reemployed, you will be credited with the years of service you had earned prior to the date you quit or were discharged or furloughed.
- If you are on an authorized military leave of absence and return to work within the period of time required by law, your period of absence will be credited toward the years of service requirement described above.
- If you are on an authorized non-military leave of absence and comply with the terms of the Company's policy regarding such leave, your period of absence (including the first twelve (12) months of a pregnancy leave) will be credited toward the years of service requirement described above.

If you have any questions about the calculation of your year of service, you can log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

Generally, if you terminate your employment before becoming fully vested, you lose – "forfeit" – the non-vested amounts (adjusted for any gains or losses) in your Account. Forfeiture of any non-vested amounts in your Account will occur as of the earlier of:

- The last day of the Plan Year that includes the sixtieth (60^{th}) month after your employment terminated (a "deemed distribution"); and
- The date you take a total distribution of your vested Account balance from the Plan.

However, if you return to the employment of the Company or a participating employer within sixty (60) months of your termination of employment, the amounts forfeited from your Account will be restored (unadjusted for any gains or losses) if you repay the distributed amounts while an employee prior to the earlier of:

- The termination of the Plan; and
- Sixty (60) months after your reemployment date.

Notwithstanding the above, you will become fully vested in any non-vested amounts in your Account upon the occurrence, while employed by the Company or an affiliated company, of any of the following events:

- You attain your Normal Retirement Date (age 65);
- You become Disabled; or
- You die.

INVESTMENT OF YOUR ACCOUNT

INVESTMENT FUNDS

All contributions made to the Plan on your behalf (and the investment earnings and losses thereon) are credited to your Account and held in a trust by the Plan's Trustee. The Plan permits you to direct the investment of your Account in accordance with the limits and restrictions described in this SPD, the Plan, and other investment literature provided to you. ERISA section 404(c) provides that if a plan provides participants with an opportunity to control their plan investments, the plan's fiduciaries generally are not responsible for any investment losses attributable to a participant's investment decisions. In other words, if you control the investment of your Plan Account, then you are responsible for the investment results – including both earnings and losses attributable to your investment decisions. In structuring the Plan to allow participant-directed investments, the Company has intended for the Plan to qualify as an "ERISA section 404(c) plan" – you are responsible for deciding in which of the investment funds your Account will be invested and the Plan's fiduciaries will be relieved of any liability for losses experienced as a result of your investment instructions.

The Plan provides you with an opportunity to invest in a broad range of investment funds selected by the Plan Administrator. For information about an investment fund's investment strategy and operation (including any trade limitations and fees), please log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. Additionally, you will be provided with information about the Plan's investment funds in a separate document on an annual basis.

The investment options have different investment objectives, which are explained in the disclosure materials that will be provided to you. In addition, you can request other information available for the various investment options at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. The different investment options provide a range of risk, liquidity, and investment return opportunities. The Company does not recommend any investment over any other, and does not provide investment advice. You may wish to seek professional advice when choosing your investment funds (if you have a managed account with Financial Engines, Financial Engines will provide you with investment advice).

The Plan Administrator may, without prior notice under some circumstances and on a temporary or permanent basis, add, change or remove one or more of the investment funds under the Plan, and suspend the ability to invest in or move funds into or out of any one or all investment funds.

INVESTING YOUR CONTRIBUTIONS

You may choose from any of the following options when deciding how to invest the funds held in your Account:

- You may invest in the available investment funds in one percent (1%) increments. You may change how your future contributions are invested at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.
- You may invest up to ninety-five percent (95%) of your vested Account through a self-directed brokerage window called Fidelity BrokerageLink®. The Fidelity BrokerageLink® service allows you to invest in a wide range of mutual funds as well as stocks and bonds. Fidelity BrokerageLink®'s rules preclude you from investing in certain other forms of investment vehicles. Note that commissions for individual transactions apply to the Fidelity BrokerageLink® service. Log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time, for further details about Fidelity BrokerageLink®, including enrollment, rules and exclusions, and commission information.
- You may elect to have professionals from Financial Engines, an independent investment advice and management service provider, manage your Account. For a fee, the Financial Engines Professional Account Management Program will construct your investment portfolio based on your situation and goals, with the balance of risk and reward that reflects your individual circumstances. Your investments are adjusted as needed to reflect changes in the market and your life. To speak with a Financial Engines representative about enrolling in the Professional Account Management Program, call the American Airlines 401(k) Service Center at Fidelity and ask to be connected to Financial Engines.

The Company does not guarantee the performance of any of these investment options. You are responsible for any gains or losses resulting from the investment decisions you make, and earnings and losses associated with each investment fund will be allocated among Accounts invested in that fund.

The Plan Administrator reserves the right to request new investment directions from you at any time, even if you may have previously provided investment instructions for your Account. The Plan Administrator has discretion to establish procedures and/or limitations on investment directions.

You may obtain more information about the procedures for directing how your contributions will be invested at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

When you enroll in the Plan you will be asked to direct how your contributions will be invested. If you fail to provide an investment direction (for example, because you were automatically enrolled), your contributions will be invested in a "default fund." The default fund will be a "qualified default investment alternate," which is a fund that meets certain U.S. Department of Labor requirements. The Plan Administrator may change the default fund at any time, in its sole discretion. If your Account, or any portion thereof, is invested in the default fund because you did not provide investment directions, you have the right to direct the investment of your Account to any other investment fund offered under the Plan at any time.

If you do not provide a direction for the investment of contributions made to your Account, your contributions will be invested in the "target date fund" listed below that is based on the year closest to the year you turn 65:

Fund Name	Date of Birth
American Target Date Post-Retirement Fund	Before 1948
American Target Date Fund 2015	1/1/1948 – 12/31/1952
American Target Date Fund 2020	1/1/1953 – 12/31/1957
American Target Date Fund 2025	1/1/1958 – 12/31/1962
American Target Date Fund 2030	1/1/1963 – 12/31/1967
American Target Date Fund 2035	1/1/1968 – 12/31/1972

American Target Date Fund 2040	1/1/1973 – 12/31/1977
American Target Date Fund 2045	1/1/1978 – 12/31/1982
American Target Date Fund 2050	1/1/1983 – 12/31/1987
American Target Date Fund 2055	1/1/1988 – 12/31/1992
American Target Date Fund 2060	After 12/31/1992

The Plan does not give you the right to exercise voting rights that pertain to the investment funds held in your Account, unless you hold shares of common stock of American Airlines Group, Inc. in your Account.

INVESTMENT TRANSFERS

You may transfer funds between the investment options available under the Plan. You may submit a request to transfer funds to a different investment option at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

TIMING AND PRICING OF INVESTMENT PURCHASES OR TRANSFERS

When you request a transfer from one investment fund to another or direct that your contributions be invested in a particular investment fund, the following timing rules apply. Transfers that are directed by 4:00 p.m. Eastern time on each business day that the New York Stock Exchange (the "NYSE") closes at 4:00 p.m. (or the time the NYSE closes trading on a short trading day) generally will be implemented that business day, at the net asset value ("NAV") established by the investment fund prior to or at the close of that business day, unless the investment fund has established a rule requiring trade directions to be received by some earlier time in order to be implemented by the close of business. Transfers that are directed after the earlier of 4:00 p.m. Eastern time or such time as has been established by the investment fund, will generally be placed as of the next business day, at the NAV established by the investment fund at the close of business on that day. These procedures apply both to purchases of interests in investment funds with new contributions as well as transfers into investment funds from other funds. In some cases, the processing of your purchase or transfer may be delayed because, for example, the investment fund does not have sufficient liquidity for settlement.

You can obtain more information about the procedures for making transfers of existing Account balances between investment funds at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

As a reminder, the Plan is intended to operate as an ERISA section 404(c) plan. The Plan offers participants and beneficiaries the opportunity to exercise control over the assets contributed and accumulated on their behalf by allowing them to choose the manner in which these assets will be invested from a broad range of investment alternatives. This means that you or your beneficiaries may not hold the Company, any affiliated company, the Plan's service providers or any of their respective employees or agents liable as Plan fiduciaries for any losses sustained in your Account that are the direct and necessary result of your exercise of control over how your Account is invested. In other words, you bear the risk of the performance of your directed investments, even if that performance is poor. Plan fiduciaries, the Company, any affiliated companies, the Plan Administrator, employees, and agents will not provide advice as to how you manage your investments in your Account under the Plan. Accordingly, for advice on how the assets in your Account should be invested, you may want to consult a qualified investment advisor (if you have a managed account with Financial Engines, Financial Engines will provide you with investment advice).

REBALANCING YOUR ACCOUNT

You may elect to have your Account automatically rebalanced on a regular basis. Rebalancing your Account will change how your current Account balance is invested; however, the investment of your *future* contributions is not affected. For example, you previously elected to invest fifty percent (50%) of your Account balance in Fund A and fifty percent (50%) in Fund B. Due to the financial performance of the funds, your Account balance is now invested fifty-five percent (55%) in Fund A and forty-five percent

(45%) in Fund B. If you elect to have your Account automatically rebalanced, some of your Account invested in Fund A will be sold and additional interest in Fund B will be purchased with the assets in your Account so that the percentage of your Account balance invested in Fund A and Fund B will return to fifty percent (50%) each.

QUARTERLY STATEMENTS

Your Plan Account quarterly statements will be delivered to you either electronically (if you have made an appropriate election with Fidelity) or by mail to the most recent address on record with Fidelity. The statements include your Plan Account balance and a summary of your transactions for the quarter. You can also access this information at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

LOANS

You may take up to two loans at a time from your Account up to the lesser of fifty percent (50%) of your vested Account balance or $50,000 (reduced by the highest outstanding loan balance in the previous 12 months), in accordance with the Plan's loan procedures. **Please note** that you may not take a loan from the portion of your Account balance, if any, that is subject to the special "annuity protected contributions" distribution rules in Appendix A.

You can obtain a copy of the Plan's loan procedures at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

WITHDRAWALS

Because the Plan is designed to provide funds for your retirement and is regulated by Federal tax law, in most cases you may not withdraw money from the Plan until your employment with the Company terminates (including being furloughed). However, there are three exceptions to this rule: withdrawals after attaining age 59½, withdrawals of Rollover and/or After-Tax Contributions (if any), and hardship withdrawals. Please see the "Taxation of Your Benefit Distribution" section below for information about the tax consequences of taking a withdrawal from the Plan.

For more information about withdrawals from the Plan, please contact the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

WITHDRAWALS AFTER AGE 59½

You may withdraw all, or any portion, of the vested balance in your Account after you reach age 59½, even if you have not terminated your employment with the Company. Each withdrawal request will be paid as either a lump sum or a rollover. **Please note** that if you are married, your spouse will need to consent to your withdrawal request if any part of your Account balance is subject to the special "annuity protected contributions" distribution rules in Appendix A.

WITHDRAWALS OF ROLLOVER AND AFTER-TAX CONTRIBUTIONS (IF ANY)

You may withdraw all, or any portion, of your Rollover Contributions* and/or After-Tax Contributions** (if any) at any time, even if you have not terminated your employment with the Company. Each withdrawal request will be paid as either a lump sum or a rollover.

*You may only withdraw the portion of your Roth Rollover Contributions that were rolled over from another plan (not the portion that was converted within the Plan).

**Any withdrawal of After-Tax Contributions made after December 31, 1986 will be treated as coming on a pro-rata basis from contributions (not taxable) and earnings (taxable).

Hardship Withdrawals

Even if you have not terminated your employment with the Company and have not yet attained age 59 ½, you may withdraw certain vested amounts from your Account if you establish that the withdrawal is necessary to avoid a financial hardship (as defined by the IRS). If you request a hardship withdrawal, you must be able to demonstrate that an immediate and heavy financial need caused by:

- Medical expenses for yourself, your spouse, dependents, or primary beneficiary, which are not covered by insurance, or expenses necessary to obtain medical care;
- The purchase (excluding mortgage payments) of a principal residence in which you intend to live;
- The payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-high school education of yourself or your spouse, child, dependent, or primary beneficiary;
- Preventing foreclosure on or eviction from your principal residence;
- The payment for burial or funeral expenses for the your deceased parent, spouse, children, dependents, or primary beneficiary; or
- Expenses for casualty damage and repair to your principal residence.

You can only take that amount from your Plan Account (grossed up for taxes) that is necessary to address your heavy financial need. Prior to taking a hardship withdrawal for any of the reasons listed above, you must first take all other withdrawals available under the Plan and borrow from your Account using all available loans. You will not be permitted to take a withdrawal if it is determined that the withdrawal is not permitted by IRS regulations.

If you take a hardship withdrawal, your contributions (*e.g.,* Before-Tax, After-Tax, Roth 401(k), Catch-Up and Roth Catch-Up Contributions) will be suspended for six (6) months. **Please note** that your Company Contributions, if any, will continue to be made during the six-month suspension period. Although your employee contributions will restart automatically after six (6) months (provided you are eligible to participate in the Plan at that time), you will have to affirmatively opt back into the automatic increase program when the suspension ends.

A hardship withdrawal will be limited to your Before-Tax, Roth 401(k), Catch-Up, and Roth Catch-Up Contributions. Earnings on such contributions* may not be withdrawn on account of a hardship.

*Earnings on your Before-Tax Contributions that were credited to your Account prior to December 31, 1988 may be withdrawn on account of a hardship.

How to Request a Hardship Withdrawal

You can obtain the necessary paperwork to apply for a hardship withdrawal at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. The withdrawal shall be made in a single cash payment.

Hardship withdrawal requests will be reviewed and approved in accordance with the requirements of the Internal Revenue Code and tax regulations. **A hardship withdrawal will be subject to income tax and, if you are under age 59½, a ten percent (10%) early withdrawal penalty.** Ten percent (10%) of your withdrawal amount will be withheld to pay income taxes on the distribution unless you elect to have a different percentage or amount withheld (including an election to have no withholding).

ROTH IN-PLAN CONVERSIONS

You may convert your Before-Tax Contributions, After-Tax Contributions, Catch-Up Contributions, Rollover Contributions, vested Company Contributions, vested Company Matching Contributions, vested Envoy Matching Contributions, and QNECs into Roth Rollover Contributions, even if you have not terminated your employment with the Company. However, you may not convert your Roth Rollover Contributions (from another plan), Roth 401(k) Contributions or Roth Catch-Up Contributions (and the earnings on these amounts) or your outstanding loan balances. The converted amounts will be held in your Roth Rollovers sub-account and future distributions will be subject to the restrictions on Roth distributions described in the "Distributions" section below.

Converting to Roth is not right for everyone, as it depends greatly on your individual circumstances, including your current and estimated future tax rates. **You may want to consult a qualified tax advisor before taking any action.** As you weigh your decision, here are two important questions to answer:

- What will your tax obligation be on the conversion? The tax on a conversion could be significant. You should determine whether converting to Roth would raise your taxable income sufficiently to push you into a higher income tax bracket.
- Can you wait five years before taking Roth withdrawals? In general, converted amounts withdrawn within five years of the conversion are subject to a 10% early-withdrawal tax unless you are at least age 59½ or another exception applies.

Please note that Roth contributions are after-tax contributions, so a Roth in-Plan conversion is considered a "distribution" and you will receive an IRS Form 1099-R from the Plan for the year in which you elect to make the conversion. To learn more about Roth in-Plan conversions, log on to Fidelity NetBenefits® at www.netbenefits.com/AA or call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

DISTRIBUTIONS

If your employment with the Company terminates for any reason (including being furloughed), you will be entitled to receive the distribution of your vested Account balance. Except as provided in Appendix A, you may elect a distribution in the form of:

- A lump sum;
- A partial lump sum; or
- Installment payments.

You can apply for a distribution by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. Except as provided in Appendix A, the distribution will generally be made in a cash payment or as a rollover. If your Account balance includes shares of common stock of American Airlines Group, Inc., you may elect to have that portion of your Account balance distributed in shares of stock (fractional shares, however, will be distributed in cash or as a rollover). You will generally receive your distribution as soon as administratively practicable after the later of 30 days after your termination or the date you submit your completed request. **Please see Appendix A for special distribution rules for "annuity protected contributions. "**

Please note: Additional taxes may apply if you take a distribution of your Roth 401(k) Contributions (including any amounts converted to a Roth Rollover sub-account) that is not a "qualified designated Roth 401(k) distribution." A distribution of your Roth 401(k) Contributions (including any amounts converted to a Roth Rollover sub-account) will be considered a qualified designated Roth 401(k) distribution if it meets the following conditions:

- The distribution is made on account of your death, becoming Disabled, or attainment of age 59 ½; and
- The distribution is made five years or more after January 1 of the first year you made a Roth 401(k) Contribution to the Plan (or, first made a Roth in-Plan conversion).

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

When Your Payments Begin

If the amount of your vested Account is:

- More than $5,000, and if your employment terminates for reasons other than your death (including being furloughed), your Account balance will not be distributed to you until you attain age 70½ unless you request an earlier distribution (which can occur no earlier than thirty (30) days after your employment terminates).
- Less than or equal to $5,000, but greater than $1,000, your Account will be liquidated and rolled over into an IRA chosen by the Company as soon as administratively practicable after your employment terminates (including being furloughed), unless you elect to receive a distribution of your Account (after receiving a notice from Fidelity).
- Less than or equal to $1,000, your Account will be liquidated and distributed to you by check, less any required tax withholding, as soon as administratively practicable after your employment terminates (including being furloughed).

For all participants except owners of five percent (5%) or more of the Company or any affiliated company, your distribution payments must begin by April 1 of the year following the later of either the year in which you reach age 70½ or the year in which you retire. Participants who are five percent (5%) owners must begin receiving their benefits by April 1 of the year after the calendar year in which they reach 70½, even if they are still employed with the Company. If you are required to begin receiving benefits as described in this paragraph, you must receive a required minimum distribution, determined in accordance with IRS regulations. Generally, this amount is determined by dividing your Account by your expected life expectancy. You will be provided with more information if this requirement applies to you. If you do not begin receiving required minimum distributions, you will be subject to a penalty tax equal to fifty percent (50%) of the amount of the required minimum distribution.

Payments To Beneficiaries

If you should die while you have a vested balance in your Account, that vested balance will be paid to your spouse, if you are married at the time of your death; otherwise, to your designated beneficiary. Your spouse is the person to whom you are legally married at the time distributions are to begin. If you are married and wish to designate someone other than your spouse as your beneficiary, you may do so. However, your spouse must consent to this in writing. If you should die without a spouse or designated beneficiary, your vested Account will be paid to your living children (if any) in equal or portions, or to your estate (if you have no children).

If you are divorced at the time of your death and your designated beneficiary is still your former spouse, the beneficiary designation is invalid (unless a QDRO states otherwise). This does not prohibit you from designating your former spouse as your beneficiary, but a new beneficiary designation must be made after your divorce.

As a participant, you may designate a current beneficiary online via the Plan Website (www.netbenefits.com/AA). Changes to your beneficiary designation can be made at any time if there is a change in your wishes or circumstances, or if your designated beneficiary dies. **Please note** that if you are married, any change in beneficiaries will not be valid until Fidelity receives a signed, notarized consent form from your spouse. For estate planning purposes, you may want to consult with your own qualified adviser or counsel to determine suitable beneficiary designations.

If you die before beginning to receive distributions from your Account, and your vested Account exceeds $5,000, your beneficiary will receive distributions in the form of a lump sum (except as provided in Appendix A) as soon as administratively practicable after your death, but no later than December 31 of the calendar year containing the fifth anniversary of your death.

If your primary beneficiary dies after you, but before the funds payable to that primary beneficiary are removed from your Account, your vested Account will be paid to any other designated primary beneficiaries, and if there are none, to any designated contingent beneficiaries, and if there are none, to the beneficiary's estate. In this case, distributions will be made as soon as administratively feasible, but in no event later than December 31 of the calendar year that contains the fifth anniversary of your death.

A beneficiary may disclaim Plan benefits by filing a disclaimer with the Plan Administrator before the earlier of (a) the date a check for Plan benefits is sent to such beneficiary, or (b) nine months after the beneficiary becomes entitled to a benefit under the Plan. A disclaimer is valid only if it qualifies under section 2518 of the Internal Revenue Code and is valid under applicable state law. If a beneficiary timely files a disclaimer with the Plan, the vested benefits will pass as if the beneficiary had predeceased the participant. If you intend to file a disclaimer, you may want to consult with an attorney to ensure that it meets the requirements under applicable state law.

How Your Benefits Will Be Paid

Except as provided in Appendix A, your benefits will normally be paid in cash or as a rollover. If your Account balance includes shares of common stock of American Airlines Group, Inc., you may elect to have that portion of your Account balance distributed in shares of stock (fractional shares, however, will be distributed in cash or as a rollover). You (or your surviving spousal beneficiary) may roll over the portion of your distribution that is an "eligible rollover distribution" to an IRA or another employer's tax-qualified plan, 403(b) plan, or governmental 457(b) plan, if it accepts rollover contributions. Most distributions from this Plan, other than hardship withdrawals, required minimum distributions, and certain payments of "annuity protected contributions" described in Appendix A, generally will be “eligible rollover distributions.”

You or your spousal beneficiary may roll over your distribution by:

- Receiving a distribution of your vested Account in cash and then timely contributing the amount distributed (or a portion of this amount) to an IRA or the other employer's plan (commonly referred to as an "indirect rollover"); or
- Having your distribution directly rolled over (a "direct rollover") to an IRA or the other employer's plan.

If you elect to have your distribution paid to you in cash and then want to roll it over to an IRA or another tax-qualified retirement plan, you must generally roll over the distribution within sixty (60) days of receipt.

In addition, your non-spousal beneficiary may directly roll over the portion of a distribution that is an "eligible rollover distribution" to an inherited IRA.

Please see Appendix A for special distribution rules for "annuity protected contributions. "

AMOUNT OF YOUR BENEFIT DISTRIBUTION

When you become entitled to receive a distribution from the Plan, you will receive the vested amount that was credited to your Account on the last Plan valuation date (*i.e.*, each day that the New York Stock Exchange is open) on or before the date on which the distribution is made.

TAXATION OF YOUR BENEFIT DISTRIBUTION

As a general rule, taxable lump-sum distributions paid directly to you (or your beneficiary) will be subject to mandatory Federal income tax withholding of 20% of the requested distribution (a direct rollover will not be subject to this Federal income tax withholding). You (or your beneficiary) will receive 80% of the taxable distribution and the other twenty percent (20%) will be sent to the IRS as Federal income tax withholding for that year.

You (or your beneficiary) cannot elect out of this twenty percent (20%) Federal income tax withholding if you elect to have your distribution paid directly to you. This withholding is not a penalty but rather a prepayment of your Federal income taxes. The twenty percent (20%) Federal income tax withheld may not cover your entire income tax liability. You may want to contact a qualified tax advisor for more information.

If you (or your surviving spousal beneficiary) want to make an indirect rollover of 100% of the taxable eligible rollover distribution you will need to contribute the 20% sent to the IRS from another source. You must generally complete the indirect rollover process within sixty (60) days of distribution from the Plan. Your non-spouse beneficiary is not eligible to make an indirect rollover. He or she may only make a direct roll over to an inherited IRA.

You (or your beneficiary) may be eligible to roll over your eligible rollover distribution into a Roth IRA, in which case the taxable portion of the distribution will be included in your income. Roth rollovers are subject to complex tax rules and you may want to consult a qualified tax advisor prior to selecting this option.

A ten percent (10%) IRS premature-distribution penalty tax may also apply to your taxable eligible rollover distribution if it is made prior to your reaching age 59½ unless it is rolled into an IRA or another tax-qualified plan.

Please Note: The above discussion is a brief summary of certain Federal income tax consequences of Plan distributions. The laws governing taxation of Plan distributions are very complex, and you may want to consult a qualified tax adviser before receiving any distributions from the Plan.

QUALIFIED RESERVIST DISTRIBUTIONS

If you are a member of a reserve component or a national guardsman ordered or called to active duty for a period in excess of 179 days, or for an indefinite period, you may receive a distribution of all or any portion of your Before-Tax Contributions sub-account, from the date of your order or call to duty until your active duty period ends. Such a distribution will not be subject to the ten percent (10%) early withdrawal tax that normally applies to distributions made to a participant who has not reached age 59½. You may repay this distribution to the Plan within two years of the date your active duty ends. For more information, please call the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

QUALIFIED DOMESTIC RELATIONS ORDERS

Your Account belongs to you and you cannot sell, transfer, or assign it. However, current law requires the Plan to recognize a qualified domestic relations order ("QDRO"). A QDRO is a court order, judgment, or decree that:

- Is made under a state domestic relations law (including community property laws);
- Relates to child support, alimony payments, or marital property rights; and
- Creates or recognizes an alternate payee's right to receive all or part of your benefits under the Plan.

You or your spouse or former spouse may obtain the Plan's QDRO procedures, free of charge, at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA (for Participants) or qdro.fidelity.com (for spouses) or by calling the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time. A fee will be assessed in connection with processing a

QDRO. In general, this fee may be split between your Account and the Account of your alternate payee. The amount of this fee is subject to change. For more information regarding the QDRO processing fee, please log ontoqdro.fidelity.com or www.netbenefits.com/AA.

MISSING PARTICIPANTS

It is important to inform the Plan Administrator of your current address. If you are an active employee of the Company or any affiliated company, log onto either jetnet.aa.com or wings.usairways.com (go to MyHR) to update your address. If you are a terminated employee, contact the American Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time, to update your address. If the Plan Administrator, after making a reasonably diligent effort, cannot locate you or your beneficiary, your Account may be forfeited and applied towards future Company contributions. If you or your beneficiary subsequently contacts the Plan Administrator and applies for benefits, the amount forfeited (without being adjusted for any earnings or losses) will be reinstated and paid to you or your beneficiary.

PLAN FEES AND EXPENSES

The Plan's expenses will be allocated among (charged to) individual participant Accounts. The following table is provided to help you understand how Plan expenses are paid and allocated among participants. There are several sources of additional information regarding the fees and expenses charged in connection with the Plan. These sources are listed after the chart below.

Plan Expense	Description	Payer
Investment fees and expenses	These fees and expenses are generally associated with managing investment fund investments and assessed as a percentage of fund assets.	Certain fees are deducted from an investment fund's total return and are identified in the fact sheet or the fund prospectus (for mutual funds invested in through BrokerageLink®) and the fact sheet. Please log on to Fidelity NetBenefits® at www.netbenefits.com/AA for a comparison of the investment management fees ("Expense Ratio") charged to the Plan's investment funds.
Administrative Expenses	Fees associated with the overall administration of the plan, including the cost of recordkeeping, accounting, legal and trustee services.	A per-participant recordkeeping fee is charged by the Plan's recordkeeper for providing services to the Plan. This fee will be deducted from each participant's Account on a quarterly basis.
Individual service fees	These fees represent charges associated with a participant's use of a particular Plan feature or transaction.	Participants are responsible for the fees related to individual services such as DRO qualification, loan origination fee, and overnight deliveries. The fees will be deducted from the participant's Account.

PLACES YOU CAN VIEW THE PLAN'S FEES AND EXPENSES

- Your quarterly Plan statement shows the total assets in your Account, how they are invested, and the increases and decreases in the value of your investment funds during the period covered by the statement. Your statements also show any administrative fees deducted directly from your Account.
- Plan fees and expense information (including access to the Plan's annual "fees and expenses disclosure" notice to participants) is available at virtually any time on Fidelity NetBenefits® at www.netbenefits.com/AA.
- The Summary Annual Report of the Plan also includes fee and expense information and will be delivered to you annually either electronically (if you have made an appropriate election with Fidelity) or by mail. You can obtain a copy at virtually any time by logging on to Fidelity NetBenefits® at www.netbenefits.com/AA or by calling the American

Airlines 401(k) Service Center at Fidelity toll free at (800) 354-3412 Monday through Friday (excluding all New York Stock Exchange holidays except Good Friday), from 8:30 a.m. to midnight Eastern time.

CLAIMS PROCEDURES

(a) Filing a Claim. A participant, beneficiary, or alternate payee (or an authorized representative) may file a claim for benefits under the Plan by filing a written claim, identified as a claim for benefits, with the Plan Administrator. In addition, the Plan Administrator may treat any writing or other communication received by it as a claim for benefits, even if the writing or communication is not identified as a claim for benefits.

(b) Denial of Claim. If a claim is denied in whole or in part, the Plan Administrator will notify the claimant of its decision by written notice, in a manner calculated to be understood by the claimant.

(1) Timing of Notice. The notice of denial must be given within ninety (90) days after the claim is received by the Plan Administrator. If special circumstances (such as a hearing) require a longer period, the claimant will be notified in writing, prior to the expiration of the 90-day period, of the expected decision date and the reasons for an extension of time; provided, however, that no extensions will be permitted beyond ninety (90) days after expiration of the initial 90-day period.

(2) Content of Notice. The notice will set forth:

(A) The specific reasons for the denial of the claim;

(B) A reference to specific provisions of the Plan on which the denial is based;

(C) A description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary; and

(D) An explanation of the procedure for review of the denied or partially denied claim, including the claimant's right to bring a civil action under ERISA section 502(a) following an adverse benefit determination on review.

(c) Request for Review of Denial. Upon denial of a claim in whole or in part, a claimant (or his authorized representative) has the right to submit a written request to the Plan Administrator for a full and fair review of the denied claim, and upon request and free of charge, to reasonable access and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and the claimant (or his authorized representative) may submit issues and comments in writing.

(1) Scope of Review. The review takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(2) Timing of Request for Review. A request for review of a claim must be submitted within sixty (60) days of receipt by the claimant of written notice of the denial of the claim. If the claimant fails to file a request for review within sixty (60) days of the denial notification (or after the end of extended period), the claim is deemed abandoned and the claimant precluded from reasserting it.

(3) Contents of Request for Review. If the claimant files a request for review, his request must include a description of the issues and evidence he deems relevant. Failure to raise issues or present evidence on review will preclude those issues or evidence from being presented in any subsequent proceeding or judicial review of the claim.

(d) Denial Upon Review.

(1) Timing of Denial Notice. The Plan Administrator must render its decision on the review of the claim no more than 60 days after the Plan Administrator's receipt of the request for review, except that this period may be extended for an additional sixty (60) days if the Plan Administrator determines that special circumstances (such as a hearing) require such extension. If an extension of time is required, written notice of the expected decision date and the reasons for the extension will be furnished to the claimant before the end of the initial 60-day period.

(2) Contents of Denial. If the Plan Administrator issues a negative decision, it shall provide a timely written decision setting forth:

(A) The specific reason or reasons for the adverse determination;

(B) A reference to specific Plan provisions on which the adverse determination was made;

(C) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and

(D) A statement describing any voluntary appeal procedures offered by the plan and the claimant's right to obtain the information about such procedures and a statement of the claimant's right to bring an action under ERISA section 502(a).

(3) Authority of the Plan Administrator. To the extent of its responsibility to review the denial of benefit claims, the Plan Administrator has full authority to interpret and apply in its discretion the provisions of the Plan. The decision of the Plan Administrator is final and binding upon any and all claimants and any person making a claim through or under them.

(e) Limits on Legal Review. The claimant must follow the claims procedures described above before taking action in any other forum regarding a claim under the Plan. Any legal action initiated by a claimant must be brought by the claimant no later than the earlier of (i) one (1) year following a final decision on the claim under these claims procedures, or (ii) two (2) years measured from the date the claimant's claim arose (except that this two-year limitation period will be suspended during the review and appeal of the claimant's claim). This statute of limitations applies in any forum where a claimant initiates such legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned.

(f) Other Claims. Any other claims that arise under or in connection with the Plan, even though not claims for benefits, must be filed with the Plan Administrator and are considered in accordance with these claims and appeals procedures.

ADDITIONAL INFORMATION

PLAN NAME

The official name of the Plan is the American Airlines, Inc. 401(k) Plan.

PLAN SPONSOR

The Plan is sponsored by American Airlines, Inc., 4333 Amon Carter Boulevard, HDQ1, Fort Worth, Texas, 76155. The phone number is 1 (817) 963-1234.

PLAN YEAR

The Plan Year is January 1 through December 31. The Plan's financial records are kept on a calendar year basis.

PLAN ADMINISTRATION

The Plan is administered by the Employee Benefits Committee ("Plan Administrator"), the members of which are appointed by the Board of Directors of the Company or a duly authorized officer of the Company. The Plan Administrator may be contacted by writing to 4333 Amon Carter Boulevard, HDQ1, Fort Worth, Texas, 76155, by calling 1 (817) 963-1234, or by sending an e-mail to my401k@aa.com.

The Plan Administrator has complete discretionary authority to interpret and construe the terms of the Plan, and to determine an employee's eligibility to participate in the Plan and the type and amount of benefits, if any, to which a Plan Participant or beneficiary is entitled. The Plan Administrator may allocate to specific members of the Employee Benefits Committee the authority and duty to carry out some or all of its fiduciary or administrative responsibilities under the Plan. In addition, the Plan Administrator (or a member of the Employee Benefits Committee to whom fiduciary authority and duties have been allocated) may designate one or more persons, positions, committees or entities either within or outside of the Company to carry out some or all of the Plan

Administrator's fiduciary responsibilities under the Plan. Any such designee and any member of the Employee Benefits Committee who has been allocated authority shall have the same authority and discretion as would the Plan Administrator in performing the delegated or allocated responsibilities. The interpretations and determinations of the Plan Administrator, and any person, position, committee or entity to whom or to which it has properly allocated or delegated its authority, shall be final and binding on all persons.

Pursuant to authority described in the prior paragraph, the Plan Administrator has contracted with Fidelity Investments Institutional Operations Company, Inc. to assist in the administration of and perform the recordkeeping responsibilities for the Plan. Fidelity is located at PO Box 770003, Cincinnati, OH 45277-0065.

PLAN TRUSTEE AND FUNDING

The Plan trustee is Fidelity Management Trust Company, and its address is 82 Devonshire Street, Boston, MA 02109. The Plan is funded through contributions by the Company to the Trust (including contributions of elective deferrals deducted from employee paychecks and contributed by the Company on behalf of the employee). The Trustee holds and manages the Plan assets pursuant to the Plan and a Trust Agreement.

PLAN IDENTIFICATION

The Plan is identified by the following numbers in accordance with the rules of the Internal Revenue Service:

Employer Identification Number: 13-1502798
Plan Number: 013

TYPE OF PLAN

The Plan is a participant-directed, defined contribution plan established under Sections 401(a) and 401(k) of the Internal Revenue Code. The Plan is intended to comply with all applicable requirements of section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

BENEFITS NOT INSURED BY THE PBGC

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation ("PBGC") under Title IV of ERISA because the insurance provisions under ERISA are not applicable to 401(k) and other defined contribution plans.

EMPLOYMENT RIGHTS NOT IMPLIED

Participation in the Plan does not give you the right to be retained in the employ of the Company, nor does it interfere in any way with the rights of the Company to discharge or terminate you at any time.

WHERE TO SERVE LEGAL PROCESS

The person designated to receive service of legal process for the Plan is CT Corporation Systems, 1999 Bryan Street, Suite 900, Dallas, TX 75201. Legal process may also be served on the Trustee or the Plan Administrator at the addresses listed in this SPD.

RESERVATION OF RIGHTS

The Company reserves the right to modify, amend, suspend, or terminate the Plan at any time.

PLAN AMENDMENT AND TERMINATION

The Company (acting through its Board of Directors or an authorized delegate) has the right to modify, amend, suspend, or terminate the Plan at any time and for any reason. No amendment will deprive you of any rights to which you are entitled under applicable law with respect to vested Account balances. This does not mean, however, that your Account balance will not decrease due to investment losses.

If the Plan is terminated, all contributions to the Plan will stop. Your Account will be fully vested and will be distributed to you in accordance with the terms of the Plan. The Company will not have any further financial obligations after the termination of the Plan, except with respect to obligations that accrued up to the date of the termination which have not been satisfied.

PLAN MERGERS AND TRANSFERS OF ASSETS

The Company may merge or consolidate the Plan with another plan, transfer Plan assets or liabilities to another Plan, or accept a transfer of assets or liability from another Plan. Any plan merger or transfer of assets and liabilities will be made in accordance with applicable law that ensures that each participant's benefit immediately after the merger or transfer is equal to or greater than the benefit he or she would have received immediately before the merger or transfer, if the Plan had been terminated, unless otherwise permitted by law.

CHARGES, DEDUCTIONS, AND LIENS

The Plan does not contemplate any charges or deductions against Plan participants or their funds, securities or other property held under the Plan, except for transaction fees charged by the Trustee, investment expenses charged to the investment funds, and other fees listed in the Section, "Plan Fees and Expenses." The Plan allows for distribution of a participant's Account to an alternate payee under a qualified domestic relations order as defined in Internal Revenue Code section 414(p). In addition, the Internal Revenue Service may, in certain circumstances, obtain a lien on funds or securities in a Participant's Account.

TAX EFFECTS OF PLAN PARTICIPATION

The Plan is qualified under Section 401(a) of the Internal Revenue Code. As a result, your Before-Tax and Catch-Up Contributions are not taxable at the time they are contributed to the Plan. However, these amounts (including any earnings and investment gains) are taxed as ordinary income when they are distributed to you. Any After-Tax, Roth 401(k), or Roth Catch-Up Contributions (including any earnings and investment gains on Roth 401(k) or Roth Catch-Up Contributions) generally are not taxed when they are distributed from your Account.

The Company and any participating Employer may claim an income tax deduction when contributions are made to the Plan.

EXCLUSIVE BENEFIT

You are entitled to receive only the benefit provided according to the terms and provisions set forth in the Plan document. Neither this SPD nor any other written or oral communication can be relied upon to assert a claim for additional benefits from the Plan.

IF YOU ARE A MINOR OR LEGALLY DISABLED

If you are entitled to a distribution but, you are a minor, or, in the opinion of the Plan Administrator, are legally disabled, the Plan Administrator may pay all or a part of your distribution to your spouse or to some other person who has custody over you. This provision of the Plan might apply, for example, if you were mentally ill or if your surviving beneficiary were incompetent or a minor.

TOP HEAVY REQUIREMENTS

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

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including collective bargaining agreements and copies of all documents filed by the Plan Administrator with the U.S. Department of Labor, such as annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

Obtain a statement of your vested Account balance. This statement must be requested in writing and it is not required to be given more than once a quarter. The Plan must provide the statement free of charge.

PRUDENT ACTION BY PLAN FIDUCIARIES

In addition to creating rights for plan participants, ERISA imposes obligations upon other persons who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for benefits is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to obtain copies of documents relating to the decision without charge and have the Plan Administrator review and reconsider your claim. 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 file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which 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 a federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose and, for example, the court finds your claim was frivolous, the court may order you to pay these costs and fees.

ASSISTANCE WITH YOUR QUESTIONS

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

APPENDIX A: DISTRIBUTION RULES FOR ANNUITY PROTECTED CONTRIBUTIONS

The purpose of this Appendix A is to provide information about the special distribution elections that apply to certain contributions that can be distributed from that plan in the form of an annuity ("Annuity Protected Contributions"). This Appendix A applies to you if you have Annuity Protected Contributions that were transferred to, merged with, or provided under the Plan from the following plans or programs:

- AirCal Inc. Pension Plan for Stock Clerks;
- AirCal Inc. Pension Plan and Trust;
- AirCal Inc. Savings Plan and Trust;
- The Thrift Plan for Flight Attendants of AirCal Inc.;
- AirCal Salary Savings and Investment Plan for Flight Deck Crews;
- AirCal Salary Savings and Investment Plan for Flight Attendants;
- AirCal Salary Savings and Investment Plan for Inspectors, Technicians, Ramp Service Agents and Cleaners;
- AirCal Salary Savings and Investment Plan for Non-Bargaining Union Employees;
- AirCal Salary Savings and Investment Plan for Stock Clerks;
- American Airlines, Inc. Variable Benefit Pan for Flight Engineers;
- US Airways, Inc. Employee Savings Plan (the "ESP");
- US Airways, Inc. Employee Pension Plan (the "US Pension Plan"); and
- Flight Engineers Capital Accumulation Program.

If this Appendix A applies to you, then your Plan account includes a special sub-account that holds Annuity Protect Contributions on your behalf. To receive a distribution from this sub-account, you must make a qualified election in accordance with the Plan and certain distribution rules under the law. Before your payments begin, Fidelity will send you information on:

- “Normal” and “optional” forms of payment (described below);
- Your right to elect or waive the Joint and Survivor form of payment (if you are married); and
- Your right to revoke an election you have already made.

You will receive this information no more than 180 days, but no less than 30 days, before the date your benefit payments are to begin. If you are married, your spouse must consent to the election of an optional form of payment (other than a Qualified Optional and Survivor Annuity) in writing and in the presence of a notary public.

Form of Payment	Details
Normal Forms of Payment	You may receive your distribution as: ▪ A **Single Life Annuity,** if you are single; ▪ A **100% Joint and Survivor Annuity,** if you are married and have Annuity Protected Contributions; or ▪ A **50% Joint and Survivor Annuity,** if you are married and have Annuity Protected Contributions from the ESP or the US Pension Plan.
Optional Forms of Payment	You may also elect to receive your distribution in one of the following optional forms of payment: ▪ **Lump Sum Payment:** A one-time, single-sum payment of your vested account balance. ▪ **Periodic Installment Payments:** Monthly, quarterly, semi-annual or annual payments. ▪ **50% Qualified Optional and Survivor Annuity:** An annuity contract that pays you a certain amount on a regular basis during your lifetime and then continues paying a percentage (50%) of that amount to your spouse during his or her lifetime.

	▪ **75% Qualified Optional and Survivor Annuity if you are married and have Annuity Protected Contributions from the ESP or the US Pension Plan:** An annuity contract that pays you a certain amount on a regular basis during your lifetime and then continues paying a percentage (75%) of that amount to your spouse during his or her lifetime. ▪ **Joint and Survivor Annuity (50%, 66⅔%, 75% or 100%) if you have Annuity Protected Contributions from the ESP:** An annuity contract that pays you a certain amount on a regular basis during your lifetime and then continues paying a percentage (either 50%, 66⅔%, 75% or 100%) of that amount to your beneficiary during his or her lifetime. ▪ **Ten-Year Certain and Life Annuity if you have Annuity Protected Contributions from the ESP:** An annuity contract that pays you a reduced benefit for life, with a guaranteed payment period of 10 years (120 payments). If you die during the guaranteed period, the remaining payments will be made to your named beneficiary. If you die after the guaranteed period, no further benefits are paid to your beneficiary.

If you are married and die before your Annuity Protected Contributions are distributed from the Plan, then your surviving spouse will receive the value of your Annuity Protected Contributions through the purchase of an annuity on his or her behalf (a "Qualified Preretirement Survivor Annuity"). As an alternative to the Qualified Preretirement Survivor Annuity, your surviving spouse may elect to receive the distribution as:

- A Lump Sum Payment;
- Periodic Installment Payments (for surviving spouses of Participants who have Annuity Protected Contributions from the ESP); or
- A Ten-Year Certain and Life Annuity (for surviving spouses of Participants who have Annuity Protected Contributions from the ESP).

Payments will generally begin to be made to your surviving spouse by the later of December 31 in the year after your death, or December 31 in the year following the year you would have reached age 70 ½.

APPENDIX B: FLIGHT ATTENDANT VACATION PAY ACCRUAL RULES

The purpose of this Appendix B is to provide information about a contribution that may be made by the Company on behalf of certain Flight Attendant Employees who elect to defer some or all of their vacation pay to the Plan (a "Vacation Pay Accrual Contribution").

At the beginning of each bid year, you may elect to have some or all of your vacation pay deferred to the Plan as a Vacation Pay Accrual Contribution on your behalf in lieu of using the vacation pay during that bid year. If you do so, then the Company will make a Vacation Pay Accrual Contribution to the Plan equal to the vacation pay that you elected to defer, up to the maximum amount permitted under Federal law.