AMERICAN AIRLINES

Director Life Insurance Plan



Metropolitan Life Insurance Company A Mutual Company Incorporated in New York State

Certifies that, under and subject to the terms and conditions of the Group Policy issued to the Employer, coverage is provided for each Employee as defined herein.

The date when a Employee is eligible for coverage is set forth in the form with the title Eligibility for Benefits.

The date when a Employee's Personal Benefits become effective is set forth in the form with the title Effective Dates of Personal Benefits.

The amounts of coverage are determined by the form with the title Schedule of Benefits

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T. Athanassiades President and Chief Operating Officer

Employer: American Airlines, Inc.

Group Policy No.: 29900-G

Form G.23000-Cert.-1

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SOME THINGS YOUR SHOULD KNOW

PLAN NAME

The official name of the Plan is the "American Airlines Non Employee Director Life Insurance Plan" but it frequently referred to in this booklet as the "Group Life Insurance Plan". Or simply "The Plan".

TYPE OF PLAN

The American Airlines Non Employee Director Life Insurance Plan is a group life insurance plan governed by the Company's group insurance policy with Metropolitan Life Insurance Company, One Madison Avenue, New York 10010. The policy is the controlling document in all respects.

PLAN YEAR

The Plan year is the calendar year, January 1 through December 31.

PLAN ADMINISTRATION

The Plan Administrator is American Airlines, Inc. American has appointed a Pension Benefits Administrator Committee and given this committee the overall responsibility for administering the plan, including interpreting the terms and provisions of the plan. The address of the Plan Administrator is:

American Airlines, Inc. P.O. Box 619616 MD-5136-HDQ DFW Airport, TX 75261-9616 (817) 967-2888

In carrying out their respective responsibilities under the plan, the Plan Administrator and other plan fiduciaries shall have discretionary authority to interpret the terms of the plan and to determine eligibility for all entitlement to plan benefits in accordance with the terms of the plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

SOME THINGS YOU SHOULD KNOW - Continued

WHERE TO SERVE LEGAL PROCESS

Corporate Insurance P.O. Box 619616 MD-5658-HDQ DFW Airport, TX 75261-9616

or the Plan Administrator

SOURCES OF CONTRIBUTIONS

For information on contributions, please contact the Plan Administrator.

PLAN IDENTIFICATION NUMBER

525

EIN NUMBER

13-1502798

HOW TO FILE A DEATH CLAIM

When notified of your death, American will file a death claim with Metropolitan. Upon receipt of a certified copy of the Death Certificate along with any other needed documents, Metropolitan will process the claim. Claim payments are made by Metropolitan. Please see the additional information regarding claim payments on page 19 titled "Total Control Account".

SOME THINGS YOU SHOULD KNOW -- Continued

WHAT IF THE CLAIM IS DENIED?

If your claim is denied, the claimant will receive a written explanation of the reasons for the denial and which provision of the Plan apply. The explanation will also tell the claimant about his/her rights to have a review of the decision and what the claimant must do to request the review. The claimant will then have 60 days in which to appeal the denial in writing to:

Metropolitan Life Insurance Co. Group Life Claims Office P.O. Box 3016 Utica, NY 13504

Metropolitan will reevaluate all the information, and the claimant will be informed of the decision in a timely manner.

DEFINITIONS OF CERTAIN TERMS USED HEREIN

- 1. "We", "us" and "our" mean Metropolitan.
- 2. "This Plan" means the Group Policy or Policies which are issued by us to provide Personal Benefits.
- 3. "Employee" means the Outside Director who is actively engaged in the normal activities for their position.
- 4. "Employer" means American Airlines, Inc.
- 4. "Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.
- 5. "Covered Person" means an Employee on whose account benefits are in effect under This Plan.
- 6. "You" and "your" mean the Employee who is a Covered Person for Personal Benefits. They do not include a Dependent of the Employee.

SCHEDULE OF BENEFITS Also see SCHEDULE SUPPLEMENT

Amount of Benefits

LIFE BENEFITS\$50,000

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on August 1, 1989, that is your Personal Benefits Eligibility Date.

If you become an Employee after August 1, 1989, your Personal Benefits Eligibility Date is the date you become an actively engaged in the normal activities for your position.

EFFECTIVE DATES OF PERSONAL BENEFITS

EFFECTIVE DATE

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided you are then actively at work as an Employee. If you are not then Actively at Work as an Employee, your Personal Benefits will become effective on the date of your return to active work as an Employee.

LIFE BENEFITS (On Your Own Account)

1. COVERAGE

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

2. OPTIONAL TYPES OF PAYMENT

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOU OWN LIFE (Conversion Privilege)

1. APPLICATION

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

- (a) the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
- (b) the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
- (c) the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years.

Proof that you are insurable is not required by us.

2. Conditions

The personal policy will be issued to you subject to these conditions:

- (a) It will be on one of the forms then usually issued by us, at your option, may be preceded by a single premium one year term policy;
- (b) It will not take effect until after the Application Period ends; and
- (c) The premium for the policy will be based on:
 - (1) the class of risk to which you belong; and
 - (2) your age on the effective date of the policy; and
 - (3) the form and amount of the policy; and

Form G.23000-1A

RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOU OWN LIFE – Continued (Conversion Privilege) – Continued

- (d) If item 1(a) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
- (e) If item 1(b) or item 1(c) applies to you, the amount of the policy will not be more than the lesser of:
 - (1) the amount of your Life Benefits on the date the Life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; or
 - (2) \$10,000.

3. IF YOU DIE DURING THE APPLICATION PERIOD

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item 2(d) or 2(e) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

BENEFICIARY

1. YOUR BENEFICIARY

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by us.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE (Conversion Privilege) will be effective for This Plan.

2. MORE THAN ONE BENEFICIARY

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

3. DEATH OF A BENEFICIARY

A person's rights as a Beneficiary end if that person dies before your death occurs.

The share for that person will be divided among the surviving persons you have names as Beneficiary, unless you have chosen otherwise.

BENEFICIARY – Continued

4. NO BENEFICIARY AT YOUR DEATH

If there is not Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

- (a) spouse;
- (b) child;
- (c) parent;
- (d) brother;
- (e) sister.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

WHEN BENEFITS END

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1. All of your benefits will end on the date you cease being an Employee as determined by the Employer.

2. If This Plan ends in whole or in part, your benefits which are affected will end.

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Form G.23000-F

SCHEDULE SUPPLEMENT

1. STATEMENTS MADE BY YOU WHICH RELATE TO INSURABILITY

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

- (a) in contesting the validity of the benefits with respect to which such statement was made; or
- (b) to reduce the benefits;

unless the conditions listed in items (1) and (2) below have been met:

- (1) The statement must be contained in a written application which has been signed by you.
- (2) A copy of the application has been furnished to you.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

2. ASSIGNMENT

The benefits with respect to the Life Benefits (On Your Own Account) under This Plan may be assigned as a gift. any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

- (a) The right to make any contributions required to keep the benefits in force under This Plan.
- (b) The privilege of obtaining an individual policy of life insurance.
- (c) The right to change the Beneficiary.

SCHEDULE SUPPLEMENT -- Continued

No assignment will be binding on us nor on the Employer unless the following conditions are met:

- (a) The assignment is in a form which is acceptable to us and to the Employer.
- (b) The assignment is accepted, in writing, by us and by the Employer.
- (c) The assignment is filed at our home office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

- 3. ADDITIONAL PROVISIONS
- A. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
- B. No agent has the authority:
 - (a) to accept or to waive the required proof of a claim; nor
 - (b) to extend the time within which a proof must be given to us.

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult the Employer to find out what rights, if any, you may have to continue your protection.

Our Home Office is located at **1 Madison Avenue**, New York, New York **10010**.

END OF CERTIFICATE OF INSURANCE

Form G.23000-E

STATEMENT OF ERISA RIGHTS

As a participant in the Group Life Insurance Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants shall be entitled to examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions; or obtain all copies of all Plan documents and other Plan information within 30 days of a written request to the Plan Administrator. The administrator may make a reasonable charge for the copies, not to exceed 25 cents per page. If these materials are not received within 30 days of the request, you have the right to file suit in federal court, unless the materials were not sent due to matters beyond the control of the Administrator. The court may require the Plan Administrator to pay up to one hundred dollars for each day's delay until the materials are received. Plan participants are entitled to receive a summary of the Plan's annual financial report. The Plan Administrator is required to furnish each participant with a copy of this summary financial report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the Plan. These persons are referred to as "Fiduciaries" in the law. Fiduciaries who violate ERISA may be removed and may be required to make good any losses they have caused the Plan.

The Company may not discriminate against you or interfere with your employment status to prevent you from exercising any rights you may have under ERISA.

If you are improperly denied a benefit in full or in part, or if Plan fiduciaries misuse the Plan's funds, you have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. In such an action, the court, if it so decides, may require either party to pay the legal costs including attorney's fees.

STATEMENT OF ERISA RIGHTS -- Continued

If you have any questions about this statement or your rights under ERISA, you should contact the Plan Administrator or the nearest Area Office of the U.S. Labor-ManagementService Administration, Department of Labor.

TOTAL CONTROL ACCOUNT

Metropolitan Life offers an innovative way to put life insurance proceeds to work for your beneficiaries. This method of handling life insurance proceeds is called the Total Control Account® because the beneficiary retains total control of, and immediate access to, insurance proceeds through a free, personalized checkbook, while Metropolitan credits the money with competitive interest rates. This option is provided at no cost to you or your beneficiary.

Metropolitan, one of the nation's oldest and largest financial institutions, completely guarantees both the insurance proceeds and the interest that has been earned in the Total Control Account.

This plan is simple and convenient. Here's how it works:

Once a claim has been approved and processed, the insurance proceeds are automatically placed in a completely guaranteed Money Market Account at Metropolitan, and a free, personalized checkbook is mailed to the beneficiary immediately. This means that life insurance proceeds immediately begin to earn interest at competitive money market rates, pegged to a leading outside financial index. In addition, the beneficiary may begin to write checks for \$250 or more as soon as the checkbook is received – it is no longer necessary to wait for a check to clear.

Beneficiaries know the status of their accounts through monthly statements which show the account's balance and the interest earned. And there are no penalties or loss of interest for withdrawal of all or part of the account at any time. Additionally, beneficiaries can move some or all of their money into another option (see available options on the following pages) simply by calling Metropolitan's special too free number. With a Total Control Account, the beneficiary preserves his or her rights to all settlement options available at Metropolitan, such as Guaranteed Interest Certificates, which lock in competitive interest rates for 6 months, 1, 2, 3 years or longer; monthly income plans; and other unique tax-advantaged options.

THE MONEY MARKET OPTION

As you just read, proceeds are automatically put into a Money Market Option Account for any beneficiary entitled to at least \$10,000, thus eliminating the need for any immediate decision to be made. (The beneficiary can also put proceeds form other Metropolitan policies into this Account.) As soon as Metropolitan has completed processing the claim, a checkbook is forwarded for the beneficiary's use. The checks (which can be written for any amount of \$250 or more) can be used to pay ongoing expenses as they arise, so the beneficiary has immediate, convenient access to the full amount of the money. Of course, the beneficiary may obtain all the money at any time, either by requesting Metropolitan to close the Account, or simply by writing a check for the balance.

Features of the Money Market Option

- Interest rates are responsive to current market conditions and competitive with money market accounts offered by other financial institutions. Interest on the Account's balance is compounded daily and credited monthly, increasing the annual yield.
- Easy, immediate access is ensured through a checkbook sent out once the claim is approved and processed.
- There are no fees for this Account. No charge for checks. No monthly service charges. And, no penalties for withdrawal of all or part of the Account at any time.
- The beneficiary receives monthly statements which show the Account's balance and the interest credited to the Account.
- The full amount in the Account, including the interest that has been earned, is completely guaranteed by Metropolitan.

Beneficiaries can keep their funds in the Money Market Option for as long as they wish – weeks, months or years. When they are ready to consider the alternatives, there are other Options for them to consider.

Each of the following Total Control Accounts is also completely guaranteed, principal and interest, by Metropolitan. And beneficiaries can move some or all of their funds into other Total Control Account Options, quickly and conveniently over the phone, via special toll-free number for beneficiaries.

THE GUARANTEED INTEREST CERTIFICATE OPTION

This option enables beneficiaries to "lock in" current interest rates for periods they select of six months, one year, two years, three years or longer. Total Control Account certificates are available in any amount from \$5,000 through the entire amount of the insurance proceeds.

In case of an emergency, all or part of the certificate can be redeemed at any time. However, in order to offer the highest possible interest rates, there may be interest penalties for early withdrawals.

Features of the Guaranteed Interest Certificate

- Certificates are available for a variety of periods ranging from six months to three years. Longer term certificates are also available.
- Interest rates are competitive with those offered by other leading financial institutions on fixed term certificates.
- Both the principal and the interest are completely guaranteed by Metropolitan for the entire period selected.

THE ASSET ACCUMULATION ANNUITY OPTION

Beneficiaries who would like to use their funds to save for the future, on a tax-deferred basis, may wish to use the Asset Accumulation Annuity Option. With this Account, beneficiaries lock in Metropolitan's guaranteed 3 or 5 year rate, and interest accumulates with no current Federal Income Tax until the beneficiary elects to begin receiving income. At that time, monthly payments will consist of both principal; and interest earned during the accumulation period – and only the interest portion is taxed.

Beneficiaries may make a partial withdrawal (up to 10%) in a calendar year), without contract penalty or loss of interest. There are penalties for larger, or complete, withdrawal. At the end of 3 or 5 years, Metropolitan declares a new guaranteed rate, and beneficiaries may withdraw without contract penalty at that time, although income taxes may be payable.

TOTAL CONTROL ACCOUNTS CAN MEAN:

- Financial security because the insurance proceeds are guaranteed by one of America's oldest and largest financial institutions.
- Convenient, immediate access to funds as cash needs arise.
- Interest rates that are competitive in the financial marketplace.
- ENOUGH TIME TO DECIDE.

COMMONLY ASKED QUESTIONS AND ANSWERS ON THE TOTAL CONTROL ACCOUNT PROGRAM:

- Q. Why is the Total Control Account program the best method of payment for beneficiaries?
- A. The Total Control Account program is the best method of payment for beneficiaries because it gives them quick and immediate access to some or all of their funds through no-cost checking, pays them continuous interest at competitive rates, and relieves them of the burden of having to make an immediate financial decision right away.

They are not required to do anything, and, at the same time, know that:

- without any effort on the part of the beneficiary, their money is earning a competitive rate of interest
- all proceeds and interest earned are completely safe and fully guaranteed by Metropolitan

• they have immediate access to their money simply by writing a check

This financial arrangement is a better alternative than letting an uncashed check sit while trying to decide what to do with the money. Even the decision to put the proceeds in the bank becomes a difficult one for someone who has just suffered the loss of a loved one.

- Q. Is all the money in a Total Control Account Money Market Option guaranteed?
- A. Yes. Metropolitan fully guarantees all principal and all interest earned. So the beneficiary's money is completely safe and secure.
- Q. Does the Total Control Account cost anything?
- A. No. The Total Control Account costs absolutely nothing. There are no monthly service charges and no charge for checks. And the terms and conditions that apply at the time an Account is opened cannot be changed without sending the beneficiary advance notice.
- Q. Do the rates paid on the Total Control Account Money Market Option change from week to week?
- A. Rates earned on all money in the Total Control Account Money Market Option may change each week. Metropolitan guarantees that the rate set each week will be equal to or higher than a leading outside index of money market rates.

- Q. How can a beneficiary make withdrawals from the Total Control Account Money Market Option to pay bills or other expenses?
- A. Beneficiaries will have access to their money at all times by check. A personalized checkbook is on its way to the beneficiary as soon as the claim is approved and processed. A beneficiary may write as many checks as he or she needs, up to the full amount in his or her account. Each check must be for \$250 or more.
- Q. How will beneficiaries know the status of their Money Market Option Account?
- A. Beneficiaries will receive easy-to-read monthly statements showing their account balances, interest credited, all checks paid and the current effect annual interest rate. They will also be able to use a special toll-free number to obtain the status of their Total Control Account and information about other options available to them.
- Q. Do beneficiaries have to keep all of their proceeds in a Total Control Account?
- A. No. Beneficiaries may keep all or part of their proceeds in a Total Control Account, or they can choose to put some or all of their money into other available settlement options such as Guaranteed Interest Certificates, which lock in competitive interest rates for 6 months, 1, 2, 3 years or longer; monthly income plans; and other unique taxadvantaged options.
- Q. Can a beneficiary change to a different settlement option at some time in the future?
- A. Yes, this is one of the important advantages of the automatic Total Control Account. It provides flexibility, enabling a beneficiary to elect another available settlement option at any time. It allows beneficiaries to keep their options open and to avoid having to make immediate long term decisions, while their money remains safe and earning competitive interest rates.

- Q. Can beneficiaries select their own beneficiaries for the Total Control Account?
- A. Yes. This is another important advantage of the Total Control Account program. Once the claim is fully processed and approved, an individual information packet is sent, along with the checkbook, to the beneficiary. There is a beneficiary designation form in the packet that they can fill out and return to Metropolitan.
- Q. How is the Total Control Account set up for a minor beneficiary?
- A. The money is placed in a Money Market Option and held for the minor until a guardian is appointed. In most cases it would not be necessary to incur the cost of appointing a guardian since the proceeds are guaranteed safe and earning competitive rates. At the age of majority, the beneficiary would be given a checkbook for complete access to the funds.
- Q. How long can proceeds remain in the Total Control Account?
- A. Indefinitely. Beneficiaries may continue to earn these competitive interest rates for as long as they wish weeks, months or years.

NOTES

NOTES



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: January 1, 2012

The certificate is changed as follows:

Applicable to Outside Directors:

1. Add the definition of **Domestic Partner** with the following:

""**Domestic Partner**" means each of two people, one of whom is an Employee of the Policyholder, who have registered as each other's domestic partner, civil union partner or reciprocal beneficiary with a government agency where such registration is available."

2. Add the definition of **Spouse** with the following:

""**Spouse**" means Your lawful spouse. Wherever the term "Spouse" appears in this certificate it shall, unless otherwise specified, be read to include Your Domestic Partner."

This rider is to be attached to and made a part of the Certificate.



Metropolitan Life Insurance Company New York, New York

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: June 1, 2012

The certificate is changed as shown below:

The SCHEDULE OF BENEFITS section of the certificate is revised to add the following:

"How We Will Pay Benefits

Unless the Beneficiary requests payment by check, when the certificate states that We will pay benefits in "one sum" or a "single sum," We may pay the full benefit amount:

- 1. by check;
- 2. by establishing an account that earns interest and provides the Beneficiary with immediate access to the full benefit amount; or
- 3. by any other method that provides the Beneficiary with immediate access to the full benefit amount.

Other modes of payment may be available upon request."

This rider is to be attached to and made a part of the certificate.



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.:	29900-G
Policyholder:	American Airlines, Inc.
Effective Date:	July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You elect Group Supplemental Life Insurance coverage, a will preparation service (the "Service") will be made available to You, through a MetLife affiliate (the "Affiliate"), while Your Group Supplemental Life Insurance coverage is in effect. This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.



Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of Texas only:

"If You elect Group Supplemental Life Insurance coverage, a Will Preparation Service (the "Service") will be made available to You through a MetLife affiliate (the "Affiliate"), as agreed to by the Policyholder and MetLife, while Your Group Supplemental Life Insurance coverage is in effect under this Policy.

Will Preparation Service means a service covering the preparation of wills and codicils for You and Your Spouse. The creation of any testamentary trust is covered. The Will Preparation Service does not include tax planning.

This Service will be made available at no cost to You. It enables You to have a will prepared for You and Your Spouse free of charge by attorneys designated by the Affiliate. If You have a will prepared by an attorney not designated by the Affiliate, You must pay for the attorney's services directly. Upon Proof of such payment, You will be reimbursed for the attorney's services in an amount equal to the lesser of the amount You paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate."

The Effective Date of this rider is the later of the Effective Date shown above or the effective date of Your Group Supplemental Life Insurance Coverage.

This rider is to be attached to and made a part of the Certificate.

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the **SCHEDULE OF BENEFITS** and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: July 1, 2012

The certificate is changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS for residents of Texas only:

"If You become insured for Group Supplemental Life Insurance coverage and die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate, through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of insured employee's estate including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate to insured employee's heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for such services to be made available upon Your death, free of charge by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, Your estate must pay for those attorney's services directly. Upon Proof of such payment, Your estate will be reimbursed for the attorney's services in an amount equal to the lesser of the amount Your estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: August 1, 2014

The certificate applicable to Exhibits Numbered 20, 23 and 24 are changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of all states other than Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 29900-G

Policyholder: American Airlines, Inc.

Effective Date: August 1, 2014

The certificate applicable to Exhibits Numbered 20, 23 and 24 are is changed as follows:

The following statement is added to the SCHEDULE OF BENEFITS and applies to residents of Texas:

"If You become insured for Group Supplemental Life Insurance coverage and You or Your Spouse die while such Group Supplemental Life Insurance coverage is in effect, a probate benefit (the "Benefit") will be made available to Your estate in the event of Your death or to Your Spouse's estate in the event of Your Spouse's death. Such benefit will be made available through a MetLife affiliate ("Affiliate").

The Benefit includes attorney representation and payment of legal fees for the executor or administrator of the estate of the deceased including representation for the preparation of all documents and all of the court proceedings needed to transfer probate assets from the estate of the deceased to applicable heirs; and the completion of correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and associated tax filings.

The Benefit provides for certain probate services to be made available, free of charge, by attorneys designated by the Affiliate. If probate services are provided by an attorney not designated by the Affiliate, the estate of the deceased must pay for those attorney's services directly. Upon Proof of such payment, the estate of the deceased will be reimbursed for the attorney's services in an amount equal to the lesser of the amount such estate paid for the attorney's services and the amount customarily reimbursed for such services by the Affiliate.

This Benefit will be provided at no cost to You and will end on the date Your Group Supplemental Life Insurance coverage ends."

The Effective Date of this rider is the later of the Effective Date shown above or Your Original Effective Date shown in the Schedule of Benefits.

This rider is to be attached to and made a part of the Certificate.

Metropolitan Life Insurance Company 200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

- Group Policy No.: 29900-G
- Policyholder: American Airlines, Inc.
- Effective Date: July 1, 2015

For any certificate which provides contributory coverage, such certificate is changed as follows:

By adding the following wording to the face page of the certificate:

FOR CALIFORNIA RESIDENTS: REVIEW THIS CERTIFICATE CAREFULLY. IF YOU ARE 65 OR OLDER ON YOUR EFFECTIVE DATE OF THIS CERTIFICATE, YOU MAY RETURN IT TO US WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT AND WE WILL REFUND ANY PREMIUM YOU PAID. IN THIS CASE, THIS CERTIFICATE WILL BE CONSIDERED TO NEVER HAVE BEEN ISSUED.

This rider is to be attached to and made a part of the Certificate.

Supplementary ERISA Information For Legal Services

The ERISA information set forth above which pertains to Group Supplemental Life Insurance also applies to Legal Services– Will Preparation Benefit and Estate Resolution Benefit, except as noted below:

Coverage

Legal Services- Will Preparation Benefit and Estate Resolution Benefit

Type of Administration

Legal Services– Will Preparation Benefit and Estate Resolution Benefit is administered by Hyatt Legal Plans, Inc.

Agent for Service of Legal Process

For disputes arising under those portions of the Plan administered by Hyatt Legal Plans, Inc., service of legal process may be made upon Hyatt Legal Plans, Inc.

Eligibility For Will Preparation Benefit and Estate Resolution Benefit - Description or Summary of Benefits

Your MetLife Group Supplemental Life Insurance certificate describes the eligibility requirements for the Legal Services - Will Preparation Benefit and Estate Resolution Benefit under the Plan. It also includes a summary description of the benefit. For more detailed information, you may contact the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

Plan Termination or Changes

The Will Preparation Benefit and Estate Resolution Benefit is being provided by Hyatt Legal Plans, Inc. through an agreement between MetLife and Hyatt Legal Plans, Inc. and may be terminated at any time.

Contributions

No contribution is required for Legal Services – Will Preparation Benefit and Estate Resolution Benefit.

Claims Information

Claims information for Legal Services – Will Preparation Benefit and Estate Resolution Benefit may be obtained by contacting the provider, Hyatt Legal Plans, Inc. by phone at 1-800-821-6400.

For information about the Will Preparation Service and Estate Resolution Service, you may contact the provider, Hyatt Legal Plans, Inc. by phone.

Phone: 1-800-821-6400