

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the responsibilities concerning accounts owned by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you" and "yours" mean the Account Owner and each person signing an Account Card ("Account Card"). The words "we," "us," and "our" mean American Airlines Federal Credit Union. The word "account" means any one or more share or other accounts you have with the Credit Union.

PART I

1. Contract. Your account type(s) is (are) designated on your Account Card. Your account shall be held as a business or organization account in the name of the Account Owner. By signing an Account Card, you agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Rate Sheets, Fee Schedules, any additional disclosures regarding your account that the Credit Union may provide to you, any Account Receipt, the Credit Union's Bylaws and policies, any amendments to these documents from time to time which collectively govern your membership and accounts, all applicable present and future federal and state laws and regulations, local banking customs, and the rules of any clearing house association with whom we may deal. This Agreement is also subject to the terms or the company resolution or authorization and any other agreements or documents you have executed in connection with your account, all of which are incorporated by reference. The word "Bylaws" means the Bylaws of the Credit Union. The Account Owner represents and warrants that the account will be used for a business purpose only and not for personal, household or family purposes. Further, the Account Owner agrees to implement reasonable measures to ensure that the account is used for a business purpose only.

2. Membership Eligibility. To join the Credit Union the Account Owner must meet the membership requirements including, if applicable, the purchase and maintenance of the minimum required share(s) ("Membership Shares"), as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit-reporting agencies, to verify your eligibility for the accounts and services you request.

3. Account Access.

a. Authorized Persons. The following are persons authorized ("Authorized Person(s)") to establish and act on behalf of the Account Owner with respect to accounts held at the Credit Union.

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or general partner in the case of a limited partnership) and any person designated by the partners;
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are vested with authority to open and close accounts, obtain loans, sign notes and credit agreements, pledge, assign, mortgage or otherwise grant a security interest on behalf of the Account Owner as listed in the Authorization Designation, Authorization for Share/Deposit Accounts or Authorization for Borrowing, and transact any business of any nature on such accounts including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more account;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any unauthorized transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. The Credit Union cannot accept account documents where more than one signature is required to transact business.

c. Access Options. You may withdraw or transfer funds from your account in any manner we permit (e.g., in person or by ATM, point-of-sale device, automatic transfer or other available electronic means, mail or telephone). Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any draft drawn on a form we do not provide. Any losses, expenses or fees resulting from or imposed due to handling such a draft will be charged to your account.

d. Credit Union Examination. We may disregard information on any draft or check, other than the signature of the drawer, the amount and any magnetic encoding. You agree to hold us harmless from any and all loss and liability which you may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse", or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete or conditional items. You agree that we may disregard any information on any check or draft other than

the amount of the item, the identity of the drawee bank, the signature of the drawer and magnetic encoded information, whether or not that information is consistent with any other information on the item. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. Deposit of Funds Requirements. Funds may be deposited to accounts in any manner approved by the Credit Union in accordance with the requirements set forth on our rate sheet(s) and fee schedule(s) applicable to business accounts. If you request that we accept for deposit a substitute check not created by a financial institution or a check that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees and expenses which may arise because of our acceptance of the item. In any event, at our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the account subject to applicable regulations. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts and other items for deposit into any of your accounts if they are made payable to, or to the order of the Account Owner even if they are not endorsed. If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, we may require endorsement as set forth on the item. We may, but are not required, to accept for cash or other value checks, drafts, or items made payable to the Account Owner provided such items are endorsed with an original or facsimile signature of the Authorized Person. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. Deposits made by mail or at unstaffed facilities are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor or protest regarding items we purchase or receive for credit or collection to your account.

c. Final Payment. All items credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

d. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits and preauthorized transfers by filling out a separate document. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, unless you cancel an authorization we will continue making direct deposits in accordance with your authorization on file with us. If we are required to reimburse the government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits.

e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

5. Electronic Funds Transfers.

a. Uniform Commercial Code Article 4A and Other Agreements. Except as amended by this Agreement, electronic funds transfers we permit are subject to Article 4A of Uniform Commercial Code as adopted by Texas. Originations and receipts of wire transfers are governed by our Business Services Wire Transfer Agreement.

b. Automated Clearing House (ACH) Transactions. We may execute certain ACH transactions at your request. ACH transactions are subject to rules of the National Automated Clearing House Association and our American Airlines Federal Credit Union Business ACH Agreement.

c. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order electronic funds transfers to or from your account as stated in the applicable Business Services Wire Transfer Agreement or American Airlines Federal Credit Union Business ACH Agreement you have with us.

d. Right to Refuse to Make Transfer/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure.

e. No Notice Required. We will not provide you with next-day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

f. Interest Payments. We will not be responsible under any circumstances for any special, indirect, exemplary or consequential damages of any kind arising out of a wire transfer transaction even if we have been advised of the possibility of such damages. We are not required to pay interest on any amount we may owe to you due to an unauthorized wire transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth in this Statement Examinations paragraph. Any rate of interest that we might be obligated to pay to you as a matter of law for a delay or incorrect transfer arising out of our error will be the lower of the federal funds rate at the time of the correction, or the dividend rate which we pay on the account to or from which the funds transfer should have occurred.

g. Provisional Credit for ACH Transactions and Wire Transfers. If we credit your account for an ACH entry or wire transfer, the credit is provisional until we receive final settlement for the payment order. If we do not receive final settlement, or if we credit your account by

mistake, we are entitled to a refund of the amount credited and you agree that, at our option, we may reverse the credit or require that you reimburse us by way of direct payment.

h. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations and amendments. Funds transfers, payment orders, cancellations and amendments received after a cut-off time may be treated as having been received on the next following funds-transfer business day. Information about any cut-off times is available upon request.

i. Identifying Information. When you initiate a wire transfer or ACH transaction, you may identify the recipient and any financial institution by name and by account or identifying number. The Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number even if the number identifies a different person or financial institution. You agree that neither we nor any other institution involved in the transaction have a duty to determine whether the number given matches the intended recipient or the named financial institution.

j. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

k. Security Procedures. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures. Unless we permit you to establish a different security procedure, you agree that the security procedures contained in the Credit Union's policies are commercially reasonable verification of payment orders and other electronic funds transfers. If we permit you to establish a different security procedure, you agree that procedure is a commercially reasonable method of verifying electronic funds transfers.

l. Cutoff Times. Transfers, payment orders and communications canceling or amending payment orders received after 2:00 p.m. Central Time on each weekday we are open which is not a holiday may be treated as having been received on the next banking day and processed accordingly. If you request that we send a wire transfer, the wire transfer may not be processed until the next business day following the business day of your request.

m. Force Majeure. We are not liable for a failure to execute a payment order according to your instructions if an interruption in communication facilities or some other circumstance beyond our control such as fire or flood prevents the transfer, despite reasonable precautions we have taken.

n. General. You agree that only our forms, methods and procedures may be used. You also agree that in the event of an error, we may correct any such error without prior approval by you. Any authorization you make to initiate paperless debit or credit entries will remain in effect until we receive written notice from you that your authorization has been revoked, in a manner and in time to provide us with a reasonable opportunity to act on it.

6. Account Rates and Fees. We pay account earnings and assess fees against your account as set forth in our business account rate sheet(s) and fee schedule(s). We may change our rate sheet(s) and fee schedule(s) at any time and will notify you as required by law.

7. Transaction Limitations.

a. Withdrawal Restrictions. We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding i) withdrawals or transfers; or ii) payments or non-payments of a share draft, except for those damages which may arise solely as a result of the Credit Union's failure to exercise ordinary care.

We permit withdrawals only if your account has sufficient available funds to cover the full amount of the withdrawal. Drafts or other transfers or payment orders which are drawn against insufficient funds may be subject to a service charge as set forth in our business account rate sheet(s) and fee schedule(s). If there are sufficient funds to cover some, but not all, of your withdrawal, we may allow those withdrawals for which there are sufficient funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly; for example: (1) a dispute involving the account (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) if (non-corporate account) a depositor is deceased or (corporate account) the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of seven (7) days to sixty (60) days before any intended withdrawals. Although we are required by law to reserve the right to require seven (7) days advance notice prior to permitting withdrawals, we do not presently exercise this right.

b. Transfer Limitations. We limit the number of transfers or withdrawals you may make from your business regular share account, other than checking, share draft and certificate accounts to six (6) per calendar month per account from your account to another account of yours or to a third party by means of a preauthorized, automatic or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the Automated Clearinghouse ("ACH"). When a transfer exceeds these limitations, we may refuse or reverse it, we may assess fees against your account and we may suspend or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account. There is no limit on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also, no limit on the number of telephone requests for withdrawals in the form of a check, which is then mailed directly to you, although we may impose a fee for such services.

c. **Restricted Transactions.** The account may not be used for any illegal activity or transaction. You agree that you will not cause or allow your account to be used for any manner or for any transaction that we believe poses an undue risk of illegality and we may refuse to authorize any such use or transaction. Further, you may not utilize the account or conduct any transactions that involve an internet gambling business. Such transactions include credit or the proceeds of credit, electronic fund transfers, funds transmitted by or through a money transmitting business, the proceeds of such transfers, and any check, draft or similar instrument that is drawn by or on behalf of an internet gambling business. However, in the event that a transaction described in this paragraph is approved and processed, you will still be responsible for such charges. If you use the account to process a transaction that is determined to be illegal, you will be liable for the transaction. You also waive any right to take legal action against the Credit Union for your, or any authorized signer, illegal use of the account and agree to indemnify and hold the Credit Union harmless from and against any lawsuits, other legal action or liability that result directly or indirectly from such illegal use.

8. Certificate Accounts. Any term share or share certificate allowed by state law ("Certificate Account") whichever we offer is subject to the terms of this Agreement, our business account rate sheets(s) and fee schedule(s), the Account Deposit Receipt(s) if provided and any other documents we provide for the account, the terms of which are incorporated herein by reference.

9. Overdrafts and Dishonored Items.

a. **Overdrafts.** If on any day the available funds in your account are not sufficient to pay checks, drafts, fees, returned items and other items posted to your account, those amounts will be subject to our overdraft procedures or an overdraft protection plan you have established for your account. We are not required to pay any item that will exceed the available balance for your account or that will cause the approved credit limit on an overdraft protection plan to be exceeded. The available balance for your account is determined according to our funds availability policy. Whether the balance in your account is sufficient to pay an item may be determined at any time between presentation of the item and our midnight deadline with only one review of the account required. Items drawn on your account may be paid in any order we choose. We may return any item and are not required to notify you if your account or overdraft credit limit does not contain sufficient funds to pay the item. However, we may, at our discretion, pay items that overdraw your account. By paying an item drawn on insufficient funds we do not agree to pay such items in the future. We may charge fees to your account, as set forth in our business account rate sheet(s) and fee schedule(s), for items drawn on insufficient funds regardless of whether we pay the item or return it. If we pay an item, impose a fee or post an item that overdraws your account, you agree to immediately repay the amounts owed. Overdrafts that cannot be honored are payable on demand and may result in termination of your account(s).

b. **Dishonored Items.** We may redeposit items taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain sufficient funds to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located or is returned for any other reason.

10. Checks Presented for Payment in Person. We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment.

11. Postdated and Staledated Drafts. You agree not to draw or issue any draft that is postdated. If you do draw or issue a draft that is payable on a future date, we shall have no liability if we pay the draft before its payment date. You agree not to deposit drafts, checks, or other items before they are properly payable. We are under no obligation to pay a draft/check drawn on your account that is presented more than six (6) months after the date it was written. If, however, the draft/check is paid against your account, the Credit Union shall have no liability for such payment.

12. Foreign Currency. All drafts drawn on your account shall be payable in currency of the United States of America. You agree not to draw a draft payable in any foreign currency. If you give us an order to pay the draft in foreign currency, we shall have the right to return the draft unpaid. If, however, we should pay the draft we shall not be responsible for the currency conversion and any fees assessed for collection, and you shall be bound by our determination of the currency conversion rate and the data and manner in which we make the conversion.

13. Stop Payment Orders.

a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any draft drawn on your account. To be binding an order must be dated, signed, and describe the account and draft number and the exact amount. In the states of Florida and Texas we have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing. The stop payment will be effective if the Credit Union receives the order within a reasonable time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the draft and to assist us in any legal action.

b. **Duration of Order.** A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.

c. **Liability.** Fees for stop payment orders are set forth on our fee schedule(s). You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any Account Owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

In addition, we will not be liable for the payment of an item over a stop payment order if the order is received after 10:00 a.m. Central Time on the next banking day after the banking day on which we received the item.

14. Credit Union Liability. If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by you or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible even though a draft is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. Unauthorized Use of Check-Writing and Facsimile Signature Equipment. You are responsible for maintaining the security of all facsimile signatures, check-writing equipment and supplies. You must promptly notify us in writing of any checks that have been lost or stolen or the unauthorized use of facsimile signature equipment and the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of such facsimile signature.

16. Pledge of Shares/Statutory Lien. Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and, all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal law gives us a lien on all shares and dividends and all deposits, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you. **Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law.** If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge does not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. Transfer of Account. All accounts are nonassignable and nontransferable to third parties except by us.

18. Legal Process. You agree that we may debit your account for charges and costs including attorney's fees in connection with negotiations, responses, appearances and the production of statements, items, or other documents pursuant to subpoenas, court orders, levies, garnishments, or other instruments of legal process to the extent not otherwise prohibited by law. You agree that any levy, attachment, or garnishment against your account will be subject to our contractual lien set forth below, and you authorize us to exercise that contractual lien whether or not any outstanding obligation is in default, subject to applicable law.

19. Contractual Lien. In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares, deposits and dividends in any account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation to the extent not prohibited under the Federal Truth In Lending Act. You are not giving a security interest in any shares or deposits in an IRA, SEP, KEOGH or any other account, which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You agree to pay us for expenses and costs, including attorneys' fees, which we may incur in defending or enforcing our right to exercise our lien against your indebtedness to us and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the account to honor such items. If we cash a check for you or at your request over the counter and any such check is subsequently returned unpaid for any reason, you agree that we may charge the amount of the item against your account. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien on shares and deposits shall not be construed so as to diminish or forfeit any security interest in or indebtedness secured by such residence, nor shall our lien be construed so as to permit the modification of any claim we may have under 11 U.S.C. §1322(b)(2), and to the extent that this lien is so construed, it is hereby waived and shall be void.

20. Amendment. You agree that we may amend, supplement, or add to this Agreement, our business account rate sheets(s) and fee schedule(s), and any notice agreement or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

21. Account Information. Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; or (4) you give us written permission. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

22. Notices.

a. Name or Address Changes. You are responsible for promptly notifying us of any address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. Any change of address notification received from the U.S. Postal Service will be treated as if you notified us. We may, if we choose, accept oral notices of a change in address and may require any other notice from you to us be provided in writing. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule(s). You agree to notify us at least annually of changes to your address or name change.

b. Notice of Amendments. Except as prohibited by applicable law, we may at any time add to, modify or delete any of the terms of this Agreement. We will notify you of any changes in terms, rates or fees as required by law.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Except as required by law, any written notice we give to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address and will be effective whether or not received by you.

d. Electronic Notices. If you have agreed to receive notices electronically we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

23. Taxpayer Identification Numbers and Backup Withholding. You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. Your failure to furnish a correct Taxpayer Identification Number ("TIN") or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service ("IRS") a percentage of dividends, interest and certain other payments. If you fail to provide your TIN within a reasonable time we will close your account and return the balance to you, less any applicable service fees.

24. Statements.

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within a reasonable time of receiving your statement, we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions or other discrepancies reflected on your statement if you fail to notify us within fourteen (14) days of the statement. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. Additionally, if you fail to notify the Credit Union within ninety (90) days after receiving the statement, you are precluded from any claim against the Credit Union.

c. Notice to the Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. The notice must specifically describe the transaction, include photocopies or other images of the relevant items, if returned to you, and:

- Your account number
- The dollar amount
- Our transaction reference, if any.

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown on our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown on our records.

25. Inactive Accounts. We are generally required by law to preserve an account that is inactive. An account is inactive if for more than one year there has not been a debit or credit to the account because of an act by you or your agent (other than us) and you have not communicated with us. We may impose a fee as set forth in our business account and fee schedule if an account has no activity initiated by an Account Owner for four consecutive quarters or more. An account is presumed abandoned if (a) the account has been inactive for at least five years from the date of your last transaction on the account or your last correspondence with us, and (b) we are unable to locate you. If an account is presumed abandoned, we are required to report the abandonment and to pay the funds in the account to the State of Texas. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

26. Termination of Account. We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer or item after your account is terminated; however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all your accounts. If your account is a dividend-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any drafts in process.

27. Termination of Membership. You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. In the event that any Account Owner causes a loss to the Credit Union, or makes known of its intention to cause a loss to the Credit Union, whether by loan default, account overdraft or otherwise, or in the event that any Account Owner and/or its representative has been abusive in its conduct with the Credit Union, it is the policy of the Credit Union to withdraw business services from that Account Owner, including but not limited to, the right to maintain accounts at the Credit Union (except a primary savings account), the right to payment of dividends, and the availability of electronic fund transfer services including but not limited to pre-authorized transfers, telephone and computer access services, check card, credit card and ATM services. Unless expelled from membership, Account Owners have a right to maintain a Primary Savings Account and to vote in annual and special meetings. Under certain circumstances, services may be reinstated if any loss caused to the Credit Union is subsequently cured.

28. Death of Account Owner. If the account is in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of the Account

Owner's death. Once we are notified of an Account Owner's death, we may pay drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim.

This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or organized as a sole proprietorship.

29. Waiver of Rights. We reserve the right to waive the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

30. Severability. If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

31. Enforcement. You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions.

32. Governing Law. This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time.

33. Waiver of Trial by Jury and Agreement as to Location of Legal Proceedings. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

34. Negative Information Notice. We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments or other defaults on your accounts may be reflected in your credit report.

PART II

YOUR ABILITY TO WITHDRAW FUNDS FROM YOUR AMERICAN AIRLINES FEDERAL CREDIT UNION ACCOUNTS

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 3 p.m. Central Time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3 p.m. Central Time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If you have any questions, be sure and ask us.

1. Longer Delays May Apply. In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day after the day of deposit. In addition, cash deposits at Automated Teller Machines (ATMs) and checks deposited at ATMs we own may not be available until the second business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when funds will be available. They will generally be available no later than the 7th business day after the day of your deposit.

2. Check Cashing. If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

3. Holds on Other Funds. If we accept for deposit a check that is drawn on another institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another

account with us. The funds in the other account would then not be available for withdrawal during the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Special Rules for New Accounts. If you are a new Account Owner, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

5. Deposits at Non-Proprietary Automated Teller Machines. Funds from any deposits made at ATMs we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

6. Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this Disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

NOTICE OF HOLD
If you deposit into your account:

Checks totaling more than \$5,000 on any one day, the first \$5,000 deposited on any one banking day will be available to you according to our general policy. The amount in excess of \$5,000 will generally be available on the seventh business day for checks drawn on American Airlines Federal Credit Union. If your check deposit, exceeding \$5,000 on any one day, is a mix of local checks, checks drawn on American Airlines Federal Credit Union, or checks that generally receive next-day availability, the excess will be calculated by first adding together the next-day availability checks, then the on us checks.

A check that has been returned unpaid, the funds will generally be available on the seventh business day after the day of your deposit. A check (not drawn on us) that otherwise would require next day availability will be treated as a local check.