

American Airlines

August 10, 2012

Laura R. Glading
President
Association of Professional Flight Attendants
1004 West Eules Blvd.
West Eules, TX 76040

RE: "Me Too" Provision

Dear Laura,

During the negotiations that led to the Last, Best and Final Offer ("LBFO") between American Airlines, Inc. ("AA" or "the Company") and the Association of Professional Flight Attendants ("APFA") covering Flight Attendants, the Company and the APFA agreed to the following, effective upon ratification:

1) Notwithstanding any provision to the contrary in this LBFO, the Company will continue to seek approval to implement, through binding agreement, and/or implemented by legal unilateral authority, revisions to (i) the labor contracts of the Company's other non-APFA unionized employees and (ii) the wages, benefits and working conditions of the Company's non-union hourly employees and (iii) the wages, benefits and working conditions of the non-union salaried and management employees so that the aggregate revisions in (i),(ii) and (iii) for each individual non-APFA union and non-union employee group are reasonably projected by the Company to produce the targets for labor cost savings specified in the Company's Section 1113(c) motion.

2) The Company agrees that if the Company fails to implement the changes described in paragraph 1 for any other non-APFA union or non-union employee group, without implementing other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, the Company will meet with APFA to discuss and agree upon a proportionate reduction in projected labor cost savings under the Agreement. This paragraph shall expire upon the earlier of 1) six (6) months after the date the Company emerges from the bankruptcy process; or 2) when the changes described in paragraph 1, or other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, are implemented for all non-APFA union or non-union employee groups.

3) The Company further agrees that if it obtains modifications to agreements with other non-APFA union groups that result in labor cost savings to the Company from reduction in APFA-represented employees working under the APFA agreement, it will meet with APFA to discuss and agree upon an appropriate credit to the APFA based on the level of labor cost savings realized by the Company from that reduction.

4) The Company will provide APFA with sufficient relevant information reasonably necessary for APFA to determine compliance with the terms of this agreement.

5) Any alleged violation of these provisions will be resolved pursuant to the grievance and arbitration procedures of the applicable APFA Agreement.

Sincerely,

A handwritten signature in cursive script, appearing to read "Laura A. Einspanier".

Laura A. Einspanier
Vice President – Employee Relations