

AmericanAirlines®

October 13, 2004

Tommie L. Hutto-Blake
President
Association of Professional
Flight Attendants
1004 W. Eules Blvd
Eules TX 76040

Re: APFA Contract Administration Space in Company Facilities

Dear Tommie,

As a result of discussions between the parties regarding the union's request for the use of space in Company facilities and while not required by the Collective Bargaining Agreement, as an accommodation, the Company is willing to provide space for the APFA at no charge subject to the following:

- The Company consents to providing this space to APFA at each base city predicated on the availability of such space. APFA will cooperate with local base management in identifying and securing this space.
- The Company maintains sole discretion in designating the location of this space and may move or cease providing that space unilaterally based on its own needs or in the event of any noncompliance by the APFA with any of the understandings in this letter. Any waiver by the Company of any noncompliance shall not be construed to be or act as a waiver of any other noncompliance. If the Company determines either to cease providing space or to designate alternate space, the Company will provide as much advance notice as possible to APFA local and national representatives.
- The designated space shall be used solely for contract administration purposes. The use of the designated space for other activities may, at the Company's discretion, result in the Company revoking its authorization for use by APFA.
- The only APFA representatives who may use such space are persons employed by American Airlines.
- All support items, including, but not limited to: computers, faxes, phones, copiers, and any other equipment utilized by APFA in its use of the spaces will be furnished and maintained by and at the sole expense of APFA. The APFA agrees to remove all such equipment from each space upon the end of its occupancy. The APFA agrees that in connection with the activities in this space, neither it nor any of its representatives or members may use any Company equipment.
- The activities of APFA representatives utilizing this space shall in no way interfere with the normal, safe, and efficient operation of the Company.

- The APFA understands that its use of the space is at all times subject to, and must be in compliance with, all terms, conditions and requirements of all leases, agreements, laws, ordinances, rules, court orders, and regulations that concern or relate to the space and its use. It further understands that in connection with its use of the spaces, it shall not do or permit any act (or any inaction) that may subject the Company, its officers, directors, agents, or employees to any possible claims or liabilities, demands, suits, violation, losses, expenses, penalties, fines or obligations (collectively "Claims"). In that regard, the APFA agrees to protect, defend, indemnify, and hold harmless the Company and its representatives from any and all Claims arising out of the APFA's use of the space.
- The APFA agrees that it accepts the field spaces in their condition and repair as of the date it begins to occupy or use the space, "AS IS", and acknowledges that the Company has made no representations with respect to any of such spaces. The APFA agrees to maintain the spaces in a clean and sanitary condition and shall be responsible for the cost of all maintenance arising out of its use of the spaces. Upon termination of APFA's use of any and all of the spaces, APFA shall surrender them in as good condition as they were on the date on which APFA began its use, normal wear and tear excepted.
- The APFA agrees not to install any signs, identifications, fixtures, or to perform any alterations or modifications in connection with the spaces without the express consent of the Company.
- This letter contains the entire understanding between the parties concerning its subject matter and may not be changed in any respect, except in writing signed by the President of the APFA and the Vice President, Employee Relations of the Company or their designees.

Your signature to this letter signifies the APFA's acceptance of these conditions concerning use of the Contract Administration space made available by the Company.

Sincerely,



Lorraine Mase-Hecker
Director
Employee Relations

Agreed to by:

Date:

10/15/04



Tommie L. Hutto-Blake
President
APFA