

January 23, 2011

Sterling Miller, Esq.
General Counsel
Sabre Holdings Corporation
3150 Sabre Drive
Southlake, TX 76034

Re: Stand Down Agreement

Dear Sterling:

I understand that the meeting yesterday between our two companies led to an understanding to return to the status quo as of January 4, which is before Sabre took actions under the blow up clause and AA filed its lawsuit. I have further been informed that our business folks agreed to remain in this position until June 1, 2011 - with respect to the "Distribution Content and Modified Payments Amendment" (the "Amendment") -- so that our companies can use this time to see if they can successfully negotiate a new distribution agreement without the overhang of pending litigation. To be clear, this means that this stand down agreement would remain in place until June 1 and Sabre's purported termination of the Amendment is hereby withdrawn and is null and void and the Amendment would remain in place until September 1, 2011 pursuant to its terms. Consistent with this understanding, until June 1, 2011, the parties would agree as follows:

1. AA will abate its lawsuit against Sabre pending in Texas state court. The parties will advise the court that we are abating the lawsuit and will ask the court to remove the February hearing date for the preliminary injunction. For clarity, all discovery would abate during such time. However, if, within 30 days of June 1, either party feels we are not making significant progress toward a new agreement, that party may ask the court to set the injunction hearing for sometime after June 1 along with a new discovery schedule.
2. Sabre will display all of AA's services in an unbiased manner in compliance with Section 3 of the Amendment.
3. Sabre will revoke the price increases on AA's booking fees announced on January 5, 2011, and return to the pricing in effect on January 4, 2011, as provided for in Attachment A to the Amendment. Sabre will also reimburse AA for any payments made in excess of pricing in effect on January 4, 2011.
4. AA will continue to provide all of the content that it was providing on January 4 in compliance with Section 3.
5. Sabre will not seek to invoke Section 4(c), otherwise known as the blow-up clause. Likewise, AA will comply with Section 3.
6. During this time, (a) AA will not file any antitrust claims against Sabre including those mentioned during the meeting and (b) Sabre will not commence any litigation against AA. Neither party waives any claims.


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7. During this time, AA will continue with the current Marketing Agreement with Travelocity and will not "pull" Travelocity's plates so long as Travelocity is in compliance with the ARC agreement.

8. The parties agree to begin good faith negotiations of a new distribution agreement within two weeks of the date of this letter agreement.

I have tried to keep this agreement short and uncomplicated. If you agree that it accurately represents the parties' intent, please indicate by signing below and returning a copy to me. I will be available all day to discuss any suggestions or concerns that you may have.



Gary F Kennedy
Senior Vice President and General Counsel
American Airlines, Inc.



Sterling Miller
General Counsel
Sabre Holdings