## ARTICLE XX - PROFIT SHARING

- A. The terms of profit sharing benefits for CWA/IBT Association represented employees (which replace and supersede any previous profit sharing provisions) shall be as set forth in this Article.
- B. CWA/IBT Association represented employees will be eligible for annual profit sharing award payments if, for the year that the profit sharing award payment is attributable, (i) the employee received eligible earnings (under the meaning used by the current AAG profit sharing plan) from the Company for that profit sharing year and (ii) remained employed on the last day of that profit sharing year, or whose employment terminated during the profit sharing year by reason of the employee's retirement, involuntary furlough, disability, or death.
- C. For each profit sharing year, the Company will calculate profit sharing award payments as follows:
  - 1. An amount equal to ten percent (10%) of the dollar amount of American Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and an amount equal to twenty percent ("20%") of the dollar amount of AAG's Pre-Tax Earnings above \$2.5B for that year will be attributed to a profit sharing pool ("Total Profit Sharing Pool").
  - 2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible CWA/IBT Association represented employees by dividing the total eligible earning of the CWA/IBT Association represented employees by the total eligible earning of all participants in AAG's profit sharing program(s) ("CWA/IBT Profit Sharing Pool").
  - 3. The CWA/IBT Profit Sharing Pool will be divided by the amount of all the CWA/IBT Association represented employees' eligible earnings, and the resulting quotient shall be the "payout percentage."
  - 4. The amount of the profit sharing award payment for each CWA/IBT represented employee who is eligible for a profit sharing award for a profit sharing year shall be the product of the payout percentage multiplied by such eligible employee's eligible earnings from the Company for the applicable profit sharing year.
- D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings" are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under profit sharing plans and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be

determined by the compensation committee of the Board of Directors in its discretion, after consultation with AAG's independent auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after accruals under profit sharing plans and all other incentive compensation plans or agreements are taken into account.

- E. Profit sharing award payments shall generally be made by March 15 of the subsequent calendar year or other such date as required by applicable law.
- F. The Company retains discretion over all profit sharing related matters not specifically addressed in this Article.

Tentative Agreement

For the Company:

For the Union:

Lynn Vaughn Managing Director of Labor

12/-

Date

Date

Jerry Glass

Date

Kimberly Barboro

Co-Chair, CWA-IBT Association

Co-Chair, CWA-IBT Association

Date