AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and between the Attorney General of Texas ("Attorney General") and AMR Corporation ("AMR") and US Airways Group, Inc. ("US Airways"), together the "Merged Company."

WHEREAS, AMR and US Airways came to an agreement on February 13, 2013, providing for a proposed merger ("Merger") of AMR with US Airways; and

WHEREAS, the Attorney General, in conjunction with the Attorneys General of Pennsylvania, Arizona, Virginia, Florida, Tennessee, Michigan, and the District of Columbia, and the U.S. Department of Justice, filed suit in the U.S. District Court for the District of Columbia on August 13, 2013, claiming that the Merger would violate Section 7 of the Clayton Act, 15 U.S.C. § 18; and

WHEREAS, the Attorney General, AMR, and US Airways wish to resolve any and all issues, allegations, and/or claims solely of the Attorney General based upon the ongoing litigation; and

WHEREAS, AMR and US Airways intend to bind themselves and the Merged Company to the undertakings hereunder by execution of this Agreement;

NOW THEREFORE, the Attorney General, AMR, and US Airways hereby enter into this Agreement, and agree as follows:

I. DISMISSAL WITH PREJUDICE

The Attorney General will dismiss with prejudice the claims filed by the Attorney General in the action captioned United States et al v. US Airways Group, Inc. and AMR Corporation, Civil Action No. 1:13-cv-01236-CKK.

II. AMR AND US AIRWAYS COMMITMENTS TO TEXAS OPERATIONS

A. Continued Service to Texas Airports: The Merged Company will maintain scheduled daily service (holidays excepted) to each of the following Texas airports:

Abilene Regional Airport
Austin-Bergstrom International Airport
Brownsville/South Padre Island International Airport
Corpus Christi International Airport
Dallas/Fort Worth International Airport
East Texas Regional Airport

Easterwood Airport
El Paso International Airport
Houston William P. Hobby Airport
Houston George Bush Intercontinental Airport
Jack Brooks Regional Airport
Killeen-Fort Hood Regional Airport
Laredo International Airport
Lubbock Preston Smith International Airport
McAllen-Miller International Airport
Midland International Airport
Rick Husband Amarillo International Airport
San Angelo Regional Airport
San Antonio International Airport
Tyler Pounds Regional Airport
Waco Regional Airport
Wichita Falls Regional Airport

B. *Hub Status for DFW:* The Merged Company will maintain Dallas/Fort Worth International Airport as a "large hub airport" as that term is defined in 49 U.S.C. § 47102.

C. *Headquarters:* The Merged Company will maintain its corporate headquarters in the Dallas/Fort Worth metropolitan area.

D. *Annual Letter of Compliance:* The Merged Company shall annually certify to the Attorney General that it is in full compliance with Section II of this Agreement.

E. *Conditions Precedent:* The obligations of AMR, US Airways and the Merged Company under Section II of this Agreement are conditioned upon AMR and US Airways closing the Merger.

III. Enforcement and Remedies

A. In the event of a breach of this Agreement, any of the parties may take such action as necessary to enforce or interpret the provisions of this Agreement. Any such action may be brought in any state court within the State of Texas in which venue is proper, and the parties shall consent to the jurisdiction of such Court. The parties waive any and all rights to a jury trial. Parties will make efforts to explore expeditious mediation of any dispute arising under this Agreement before any such action is filed.

B. AMR and US Airways agree for themselves and for the Merged Company that this Agreement constitutes a voluntary undertaking on their part and that it may be enforced under the laws of the State of Texas. The Parties reserve all rights regarding any and all remedies that may be sought. AMR and US Airways recognize that the Attorney General's remedy at law for a violation of this Agreement may be inadequate. AMR and US Airways agree that, in any action to enforce the terms of this Agreement, a

court shall have the authority to award equitable relief, including specific performance for future commitments required under this Agreement.

IV. Notices

A. To the extent reasonably practicable, and only if the merger is closed, the Merged Company shall provide three (3) months' notice to the Attorney General of any reduction or elimination in service to the airports listed in Section II.A. of this Agreement.

B. All notices required or permitted under this Agreement shall be provided in writing to the addresses below.

***For the Attorney General of Texas*:**

Office of the Attorney General of Texas
Consumer Protection Division – Antitrust Section
300 W. 15th Street
Austin, Texas 78701

***For the Merged Company*:**

Office of the General Counsel
American Airlines Group
4333 Amon Carter, Blvd.
Fort Worth, Texas 76155

V. Miscellaneous Provisions

A. *Force Majeure/Material Adverse Change:* The Merged Airline shall not be deemed in violation of this Agreement if it fails to comply with any provision herein due to (1) force majeure events including, without limitation, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of a governmental authority, terrorism, riots, rebellion, sabotage, quarantine restrictions, lockouts, war, epidemics, volcanic eruptions, wild fires, or extraordinary security requirements ("Force Majeure"), or (2) any material adverse change in the Merged Company's cost to comply with such provision ("Material Adverse Change"). Should any such Force Majeure or Material Adverse Change occur, the Merged Company will provide notice to the Attorney General as soon as reasonably practicable, and provide documentation of the circumstances, as reasonably requested by the Attorney General. In addition, to the extent the Force Majeure or Material Adverse Change are of limited duration, the Merged Airline will resume its obligations hereunder as soon as reasonably practicable.

B. *Modification or Termination:* AMR, US Airways, and the Merged Company may seek to modify or terminate this Agreement. In the event of severe adverse economic conditions during the term of this Agreement, which conditions are unrelated to a force majeure event covered by Section V.A., above, the Merged Company may request the

Attorney General's consent to a modification or termination of the Agreement, which may be granted in the sole discretion of the Attorney General acting in good faith.

C. *No Third Party Beneficiaries Intended:* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies, including rights as a third party beneficiary. This Agreement is not intended to create a private right of action on the part of any person or entity other than the parties hereto.

D. *Other Agreements:* This Agreement shall have no effect on the provisions of existing agreements between AMR and the Dallas/Fort Worth International Airport or US Airways and the Dallas/Fort Worth International Airport, or any other agreement between the AMR or US Airways and the airports listed in Section II.A., which agreements shall continue in effect in accordance with their terms.

E. *Duration of this Agreement:* This Agreement shall terminate on the third (3rd) anniversary of the date on which the AMR and US Airways close their merger and following the submission of the required certification under Section II.D.

F. Each party bear shall bear its own attorney fees and other litigation costs.

G. *Entire Agreement:* This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the Merger and the other matters covered by this Agreement.

H. *Counterparts:* This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. Facsimile copies of this Agreement and the signatures hereto may be used with the same force and effect as an original.

Dated: September 30, 2013

Thomas W. Horton
Chairman, President, and CEO
AMR Corporation

Dated: September 30, 2013

W. Douglas Parker
Chairman and Chief Executive Officer
US Airways Group, Inc.

Dated: September 30, 2013

Greg Abbott
Attorney General of Texas