

January 7, 2013

Dear Captain Hummel:

This will confirm our agreement regarding a potential transaction involving such of those AMR Corporation-related debtors that are required to effectuate a combination (the "Merger") of American Airlines, Inc. ("American") and US Airways, Inc. ("US Airways," or the "Company").

1. If the Merger is approved by the Bankruptcy Court in In re AMR Corporation, et al., Case No. 11-15963 (SHL), and a merger involving US Airways and American is publicly announced, a lump sum payment of \$40 million shall be earned and paid, on the effective date of the Plan of Reorganization as confirmed by the Bankruptcy Court (the "Effective Date"), by US Airways to pilots currently or previously represented by the US Airline Pilots Association ("USAPA," or the "Association").

The payment will be allocated to individual pilots according to a formula to be provided by USAPA, along with each pilot's individual allocation. USAPA will provide the formula and the amount of each pilot's allocation at least two (2) months prior to the date the payment is to be made.

The \$40 million shall be the total amount paid, and no additional fringe benefits or other payments (e.g., DC retirement contributions) shall be made.

2. As soon as practicable following the Effective Date, a lump sum payment representing certain retroactive wage payments (the "Retroactive Wage Payment") shall be paid by US Airways to then-active pilots represented by USAPA. The Retroactive Wage Payment shall be payable to each such pilot calculated by multiplying the Applicable Rate (as defined herein) by the Applicable Time (as defined herein). For purposes of this letter, the Applicable Rate shall be equal to the difference between the wage rate for each such pilot in effect (a) immediately prior to the Effective Date and (b) upon the Effective Date. For purposes of this letter, the Applicable Time shall be the pilot's total hours of active duty between the date of ratification by the US Airways pilots of the parties' Memorandum Of Understanding Regarding Contingent Collective Bargaining Agreement and the Effective Date.

The Retroactive Wage Payment for each eligible pilot shall be the total amount paid, and no additional fringe benefits or other payments (e.g., DC retirement contributions) shall be made.

3. a. For those former America West pilots who are eligible to participate in the life insurance program pursuant to the America West collective bargaining agreement as of the time immediately before the Effective Date, such pilots shall continue to be eligible for such benefits until the five-year anniversary of the Effective Date.

b. For those US Airways East pilots who are eligible to participate in the life insurance and survivor benefits programs pursuant to the US Airways collective bargaining agreement as of the time immediately before the Effective Date, such pilots shall continue to be eligible for such benefits until the five-year anniversary of the Effective Date.

4. Association Business Travel

a. In addition to travel provided to Association officials pursuant to the Company's Union Business Travel Policy, travel for US Airline Pilots Association business shall be in accordance with this Letter.

b. Association union officials who are employees of the Company will be authorized space positive travel on any US Airways flight (mainline or express) where the purpose of the union travel is all, or substantially all directly related to the Company and where space is available at the time of booking. Examples of this type of travel include but are not limited to: travel to/from Board of Pilot Representatives (BPR) regular and special meetings (not to exceed eight (8) meetings in any calendar year of which no more than two (2) meetings may be in any calendar month), Negotiating Advisory, Grievance and Merger (during active merger discussions) committee meetings, meetings with the Company and negotiations with the Company.

c. Space positive travel is not applicable for the following types of travel:

- i. Personal or vacation travel;
- ii. Commuting to/from work (i.e., commuting between the pilot's home and his domicile to perform flying or between his home and the union office);
- iii. Union conventions and training;
- iv. Union business where the agenda is not all or substantially all related to the Company, unless approved by the Company;
- v. Informational picketing/strike activity;
- vi. Travel between a meeting location and a location other than the pilot's home, domicile or union office unless approved in advance by the Company;
- vii. Travel that is not reported to the Company on the monthly activity report for those who have self-booking capability.

d. The Association may request space positive authorization for other purposes; the Company shall consider all such requests on their individual merits.

e. The Company shall provide authority for the following Association representatives to book themselves space positive travel in accordance with the Company's Union Business Travel Policy and this letter: President, Vice President, Executive Vice President, Secretary Treasurer, Grievance Chairman, Grievance Vice Chairman, Safety Committee Chairman, Negotiating Committee Members, and Merger Committee Members any time merger/seniority integration is being contemplated or in progress.

f. The Association shall provide the Company's Vice President, Labor Relations with a monthly summary detailing the names, itineraries and brief statement of purpose for any such self-booked space positive travel.

g. One (1) Association staff representative will be provided space positive transportation over the Company's system for the purpose of attending negotiations with the Company.

h. The above Association Business Travel policy shall remain in effect as long as the US Airline Pilots Association is certified as the bargaining agent for US Airways pilots.

Please confirm your agreement to the foregoing by signing in the space provided below.

Sincerely,

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Scott Kirby  
President, US Airways, Inc.

US Airline Pilots Association:

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Gary Hummel, President