
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D. C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of earliest event reported: November 12, 2013

AMR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-8400
(Commission
File Number)

75-1825172
(IRS Employer
Identification No.)

4333 Amon Carter Blvd. Fort Worth, Texas
(Address of principal executive offices)

76155
(Zip Code)

(817) 963-1234
(Registrant's telephone number)

(Former name or former address, if changed since last report.)

American Airlines, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of Incorporation)

1-2691
(Commission
File Number)

13-1502798
(IRS Employer
Identification No.)

4333 Amon Carter Blvd. Fort Worth, Texas
(Address of principal executive offices)

76155
(Zip Code)

(817) 963-1234
(Registrant's telephone number)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

As previously disclosed, on November 12, 2013, US Airways Group, Inc. (“US Airways”) and AMR Corporation (“AMR”) announced that US Airways and AMR had settled the litigation brought by the U.S. Department of Justice (the “DOJ”) and the States of Arizona, Florida, Michigan and Tennessee, the Commonwealths of Pennsylvania and Virginia, and the District of Columbia (together, the “Plaintiff States”) challenging the proposed merger between AMR and US Airways under federal antitrust law (the “DOJ and State AG Action”). AMR and US Airways also announced that they had entered into an Agreement regarding Merger between US Airways Group, Inc. and AMR Corporation (the “DOT Agreement”) with the U.S. Department of Transportation (the “DOT”) related to small community service from Washington Reagan National Airport (“DCA”).

In connection with the settlement of the DOJ and State AG Action, US Airways and AMR entered into an Asset Preservation Order and Stipulation (the “Asset Preservation Order”) by and among US Airways, AMR, the United States of America, the DOJ and the Plaintiff States pursuant to which the parties to the Asset Preservation Order filed with the Court (i) a Proposed Final Judgment (the “Proposed Final Judgment”); (ii) a Joint Stipulation of the Plaintiff States and Defendants Requesting Entry of Supplemental Stipulated Order (the “Joint Stipulation”) by and among US Airways, AMR and the Plaintiff States; and (iii) a Supplemental Stipulated Order (the “Supplemental Stipulated Order”) by and among US Airways, AMR and the Plaintiff States, each dated as of November 12, 2013 (collectively, the “Settlement Documents”). Together, the Settlement Documents resolve all claims and disputes among the parties asserted in the DOJ and State AG Action. Pursuant to the Settlement Documents, US Airways and AMR agreed to divest certain rights and assets (the “Divestiture Assets”) consisting of 52 slot pairs at DCA, 17 slot pairs at New York LaGuardia Airport, and associated gates and related ground facilities necessary to operate those slot pairs, and two gates each at Boston Logan International Airport, Chicago O’Hare International Airport, Dallas Love Field, Los Angeles International Airport and Miami International Airport. US Airways and AMR also agreed to take all steps necessary to ensure that their respective Divestiture Assets are maintained until the divestitures required by the Settlement Documents have been accomplished. In addition, US Airways and AMR committed the combined company to, for specified periods of time and subject to certain conditions, (i) maintain in a manner generally consistent with historical operations its hubs at Charlotte Douglas International Airport, John F. Kennedy International Airport, Los Angeles International Airport, Miami International Airport, Chicago O’Hare International Airport, Philadelphia International Airport and Phoenix Sky Harbor International Airport and (ii) provide daily scheduled service from one or more hubs to certain airports that had such service at the time the DOJ and State AG Action was commenced. Pursuant to the DOT Agreement, US Airways and AMR committed the combined company to utilize DCA commuter slots held by the combined company for service from DCA to small, medium and non-hub airports (as defined in the DOT Agreement) at certain levels set forth in the DOT Agreement, for a period of five years.

The foregoing descriptions of the Settlement Documents and the DOT Agreement are qualified in their entirety by reference to such documents, which are filed as exhibits hereto and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Proposed Final Judgment.
10.2	Asset Preservation Order.
10.3	Supplemental Stipulated Order.
10.4	Joint Stipulation.
10.5	DOT Agreement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMR CORPORATION

/s/ Kenneth W. Wimberly

Kenneth W. Wimberly

Corporate Secretary

Dated: November 13, 2013

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

American Airlines, Inc.

/s/ Kenneth W. Wimberly

Kenneth W. Wimberly

Corporate Secretary

Dated: November 13, 2013

EXHIBIT INDEX

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*

Plaintiffs,

v.

US AIRWAYS GROUP, INC.

and

AMR CORPORATION

Defendants.

Case No. 1:13-cv-01236 (CKK)

PROPOSED FINAL JUDGMENT

WHEREAS, Plaintiffs United States of America (“United States”) and the States of Arizona, Florida, Tennessee and Michigan, the Commonwealths of Pennsylvania and Virginia, and the District of Columbia (“Plaintiff States”) filed their Complaint against Defendants US Airways Group, Inc. (“US Airways”) and AMR Corporation (“American”) on August 13, 2013, as amended on September 5, 2013;

AND WHEREAS, the United States and the Plaintiff States and Defendants, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, Defendants agree to be bound by the provisions of the Final Judgment pending its approval by the Court;

AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture of certain rights or assets by the Defendants to assure that competition is not substantially lessened;

AND WHEREAS, the Final Judgment requires Defendants to make certain divestitures for the purposes of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants have represented to the United States and the Plaintiff States that the divestitures required below can and will be made, and that the Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief can be granted against Defendants US Airways and American under Section 7 of the Clayton Act as amended (15 U.S.C. § 18).

II. DEFINITIONS

As used in the Final Judgment:

A. "Acquirer" or "Acquirers" means the entity or entities, approved by the United States in its sole discretion in consultation with the Plaintiff States, to which Defendants may divest all or specified parts of the Divestiture Assets.

B. "American" means Defendant AMR Corporation, its parents, successors and assigns, divisions, subsidiaries, affiliates, partnerships and joint ventures; and all directors, officers, employees, agents, and representatives of the foregoing. As used in this definition, the terms "parent," "subsidiary," "affiliate," and "joint venture" refer to any person or entity in which American holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control or which holds, directly or indirectly a majority (greater than 50 percent) or total ownership or control in American.

C. "Associated Ground Facilities" means the facilities owned or operated by Defendants and reasonably necessary for Acquirer(s) to operate the Divested Assets at the relevant airport, including, but not limited to, ticket counters, hold-rooms, leased jet bridges, and operations space.

D. "DCA Gates and Facilities" means all rights and interests held by Defendants in the gates at Washington Reagan National Airport ("DCA") described in Exhibit A and in the Associated Ground Facilities, up to the extent such gates and Associated Ground Facilities were used by Defendants to support the use of the DCA Slots.

E. "DCA Slots" means all rights and interests held by Defendants in the 104 slots at DCA listed in Exhibit A, consisting of two air carrier slots held by US Airways at DCA and 102 air carrier slots held by American at DCA, including the JetBlue Slots.

F. "Divestiture Assets" means (1) the DCA Slots, (2) the DCA Gates and Facilities, (3) the LGA Slots, (4) the LGA Gates and Facilities, and (5) the Key Airport Gates and Facilities.

G. "JetBlue Slots" means all rights and interests held by Defendants in the 16 slots at DCA currently leased by American to JetBlue Airways, Inc., listed in Exhibit A.

H. "Key Airport" means each of the following airports: (1) Boston Logan International Airport; (2) Chicago O'Hare International Airport; (3) Dallas Love Field; (4) Los Angeles International Airport; and (5) Miami International Airport.

I. "Key Airport Gates and Facilities" means all rights and interests held by Defendants in two gates at each Key Airport as described in Exhibit C. The term "Key Airport Gates and Facilities" includes Associated Ground Facilities, up to the extent such facilities were used by Defendants to support the gates described in Exhibit C.

J. "LGA Gates and Facilities" means all rights and interests held by Defendants in the gates at New York LaGuardia Airport ("LGA") described in Exhibit B and Associated Ground Facilities up to the extent of such gates and Associated Ground Facilities were used by Defendants to support the use of the LGA Slots.

K. "LGA Slots" means the 34 slots at New York LaGuardia Airport ("LGA") listed in Exhibit B, consisting of the Southwest Slots and 24 additional slots held by American or US Airways.

L. "Slot Bundles" means groupings of DCA Slots and LGA Slots, as determined by the United States in its sole discretion in consultation with the Plaintiff States.

M. "Southwest Slots" means the 10 slots at LGA currently leased by American to Southwest Airlines, Inc. listed in Exhibit B.

N. "Transaction" means the transaction referred to in the Agreement and Plan of Merger among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., dated as of February 13, 2013.

O. "US Airways" means Defendant US Airways Group, Inc., its parents, successors and assigns, divisions, subsidiaries, affiliates, partnerships and joint ventures; and all directors, officers, employees, agents, and representatives of the foregoing. For purposes of this definition, the terms "parent," "subsidiary," "affiliate," and "joint venture" refer to any person or entity in which US Airways holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control or which holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control in US Airways.

III. APPLICABILITY

A. This Final Judgment applies to Defendants and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. If, prior to complying with Section IV and V of this Final Judgment, a Defendant directly or indirectly sells or otherwise disposes of any of the Divestiture Assets, it shall require the purchaser of the Divestiture Assets to be bound by the provisions of this Final Judgment. Defendants need not obtain such an agreement from the Acquirer(s) of the assets divested pursuant to this Final Judgment.

IV. DIVESTITURES

A. Subject to any necessary approval of the Federal Aviation Administration, Defendants are ordered and directed to divest the DCA Slots and LGA Slots to Acquirers

in a manner consistent with this Final Judgment within ninety (90) calendar days after the later of (1) completion of the Transaction or (2) the United States providing Defendants a list of the Acquirers and Slot Bundles.

B. Subject to any necessary approval of the relevant airport operator, Defendants are ordered and directed to transfer the DCA Gates and Facilities as necessary to Acquirers of the DCA Slots within ninety (90) days after completion of the divestiture of the DCA Slots.

C. Subject to any necessary approval of the relevant airport operator, Defendants are ordered and directed to transfer the LGA Gates and Facilities as necessary to Acquirer(s) of the LGA Slots within ninety (90) days after completion of the divestiture of the LGA Slots.

D. Subject to any necessary approval of the relevant airport operator, Defendants are ordered and directed to divest the Key Airport Gates and Facilities to Acquirer(s) in a manner consistent with this Final Judgment within 180 calendar days after the later of (1) completion of the Transaction or (2) the United States providing Defendants a list of the Acquirers.

E. All proceeds from the transfer of the DCA Slots and the LGA Slots are for the account of Defendants. Defendants agree to use their best efforts to divest the Divestiture Assets as expeditiously as possible. The United States in its sole discretion, may agree to one or more extensions of each of the time periods specified in Sections IV.A. – IV.D., not to exceed sixty (60) calendar days in total for each such time period, and shall extend any time period by the number of days during which there is pending any objection under

F. The Court orders the divestiture of the DCA Slots and DCA Gates and Facilities to proceed as follows:

1. Defendants shall offer to divest the 16 JetBlue Slots to JetBlue Airways, Inc., by making permanent the current agreement between JetBlue and American to exchange the JetBlue Slots for slots at John F. Kennedy International Airport;

2. Defendants shall divest in Slot Bundles to at least two Acquirers the other 88 DCA slots listed in Exhibit A, together with any of the JetBlue Slots not sold to JetBlue pursuant to paragraph IV.F.1. above;

3. Defendants shall either (a) sublease to Acquirers of the DCA Slots, the DCA Gates and Facilities on the same terms and conditions pursuant to which the Defendants currently lease the DCA Gates and Facilities or, (b) with the consent of the United States, pursuant to an agreement with the airport operator, relinquish the DCA Gates and Facilities to the airport operator to enable the Acquirer to lease them from the airport operator on terms and conditions determined by the airport operator, and shall make best efforts to obtain any consent or approval from the relevant airport operator for the divestitures required by this paragraph;

4. Following the divestiture of the DCA Slots, if requested by an Acquirer, Defendants shall lease the DCA Slots from the Acquirer for no consideration for a period not to exceed 180 calendar days. Defendants shall

continue to operate the DCA Slots during this lease-back period at a level sufficient to prevent the DCA Slots from reverting to the Federal Aviation Administration pursuant to 14 C.F.R. § 93.227. The lease-back period may be extended at the sole discretion of the Acquirer(s), with the approval of the United States, in consultation with the Plaintiff States.

G. The Court orders the divestiture of the LGA Slots and LGA Gates and Facilities to proceed as follows:

1. Defendants shall offer to divest the ten Southwest Slots to Southwest Airlines, Inc.;
2. Defendants shall divest in Slot Bundles to Acquirer(s) the other 24 LGA slots listed in Exhibit B, together with any of the Southwest Slots not sold to Southwest pursuant to Paragraph IV.G.1. above;
3. Defendants shall either (a) sublease to the Acquirer(s) of the LGA Slots, the LGA Gates and Facilities on the same terms and conditions pursuant to which the Defendants currently lease the LGA Gates and Facilities or, (b) with the consent of the United States, pursuant to an agreement with the airport operator, relinquish the LGA Gates and Facilities to the airport operator to enable the Acquirer to lease them from the airport operator on terms and conditions determined by the airport operator, and shall make best efforts to obtain any consent or approval from the relevant airport operator for the divestitures required by this paragraph;
4. Defendants shall make reasonable best efforts to facilitate any re-locations necessary to ensure that the Acquirer(s) can operate from contiguous

gates at LGA to the extent such relocation does not unduly disrupt Defendants' operations.

5. Following the divestiture of the LGA Slots, if requested by the Acquirer(s), Defendants shall lease the LGA Slots from the Acquirer for no consideration for a period not to exceed 180 calendar days. Defendants shall continue to operate the LGA Slots during this lease-back period at a level sufficient to prevent the LGA Slots from reverting to the Federal Aviation Administration pursuant to 71 Fed. Reg. 77,854 (Dec. 27, 2006), as extended by 78 Fed. Reg. 28, 279 (Oct. 24, 2013). The lease-back period may be extended at the sole discretion of the Acquirer(s), with the approval of the United States, in consultation with the Plaintiff States.

H. The Court orders the divestiture of the Key Airport Gates and Facilities, to proceed as follows:

1. Defendants shall either (a) lease to the Acquirers the Key Airport Gates and Facilities on the same terms and conditions pursuant to which the Defendants currently lease the Key Airport Gates and Facilities, or (b) with the consent of the United States, pursuant to an agreement with the airport operator, relinquish the Key Airport Gates and Facilities to the airport operator to enable the Acquirer to lease them from the airport operator on terms and conditions determined by the airport operator;

2. Defendants shall make best efforts to obtain any consent or approval from the relevant airport operator for the transfer(s) required by this Section;

3. With respect to the Divestiture Assets at Boston Logan International Airport, Defendants shall make reasonable best efforts to facilitate any relocations necessary to ensure that the Acquirer(s) can operate from contiguous gates at the Key Airport, to the extent such relocation does not unduly disrupt Defendants' operations.

I. In accomplishing the divestiture ordered by this Final Judgment, Defendants promptly shall make known, by usual and customary means, the availability of the Divestiture Assets to Acquirer(s). Defendants shall inform any such person contacted regarding a possible purchase of the Divestiture Assets that they are being divested pursuant to this Final Judgment and provide that person with a copy of this Final Judgment. Defendants shall offer to furnish to all prospective Acquirers, subject to customary confidentiality assurances, all information and documents relating to the Divestiture Assets customarily provided in a due diligence process except such information or documents subject to the attorney-client privileges or work-product doctrine. Defendants shall make available such information to the United States at the same time that such information is made available to any other person.

J. As part of their obligations under paragraph IV.I. above, Defendants shall permit prospective Acquirers of the Divestiture Assets to have reasonable access to: (i) personnel; (ii) the physical facilities of the Divestiture Assets to make reasonable inspections; (iii) all environmental, zoning, and other permit documents and information; and (iv) all financial, operational, or other documents and information customarily provided as part of a due diligence process.

K. Defendants shall warrant to the Acquirer(s) that each asset will be operational on the date of transfer.

L. Defendants shall not take any action that will impede in any way the permitting, operation, or divestiture of the Divestiture Assets.

M. Defendants shall warrant to the Acquirer(s) that there are no material defects in any environmental, zoning or other permits obtained or controlled by Defendants pertaining to the operation of the Divestiture Assets, and that following the sale of the Divestiture Assets, Defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets.

N. Unless the United States otherwise consents in writing, the divestiture pursuant to Section IV or V shall include the entire Divestiture Assets, and shall be accomplished in such a way as to satisfy the United States, in its sole discretion, in consultation with the Plaintiff States, that the Divestiture Assets can and will be used by the Acquirer(s) as part of a viable, ongoing business, engaged in providing scheduled air passenger service in the United States. Divestiture of the Divestiture Assets may be made to Acquirers, provided that in each instance it is demonstrated to the sole satisfaction of the United States, in consultation with the Plaintiff States, that the Divestiture Assets will remain viable and the divestiture of such assets will remedy the competitive harm alleged in the Complaint. The divestiture, whether pursuant to Section IV or Section V of this Final Judgment, shall be:

1. made to an Acquirer(s) that, in the United States' sole judgment, in consultation with the Plaintiff States, has the intent and capability (including the

necessary managerial, operational, technical and financial capability) to compete effectively in the business of providing scheduled airline passenger service; and

2. accomplished so as to satisfy the United States in its sole discretion, in consultation with the Plaintiff States, that none of the terms of any agreement between an Acquirer(s) and Defendants gives Defendants the ability unreasonably to raise the Acquirer's costs, to lower the Acquirer's efficiency, or otherwise to interfere in the ability of the Acquirer(s) to effectively compete.

V. APPOINTMENT OF TRUSTEE TO EFFECT DIVESTITURE

A. If Defendants have not divested the Divestiture Assets within the time periods specified in Sections IV.A. – IV.D., Defendants shall notify the United States and the Plaintiff States of that fact in writing. Upon application of the United States, the Court shall appoint a Divestiture Trustee selected by the United States, in consultation with the Plaintiff States, and approved by the Court to divest the Divestiture Assets in a manner consistent with this Final Judgment.

B. After the appointment of a Divestiture Trustee becomes effective, only the Divestiture Trustee shall have the right to sell the Divestiture Assets, including any arrangements related to Associated Ground Facilities. The Divestiture Trustee shall have the power and authority to accomplish the divestiture to an Acquirer(s) acceptable to the United States in its sole discretion, in consultation with the Plaintiff States, at such price and on such terms as are then obtainable upon reasonable effort by the Divestiture Trustee, subject to the provisions of Section IV, V, and VI of this Final Judgment, and shall have such other powers as this Court deems appropriate.

C. Subject to Section V.E. of this Final Judgment, the Divestiture Trustee may hire at the reasonable cost and expense of Defendants any investment bankers, attorneys, or other agents, who shall be solely accountable to the Divestiture Trustee, reasonably necessary in the Divestiture Trustee's judgment to assist in the divestiture.

D. Defendants shall not object to a sale by the Divestiture Trustee on any ground other than the Divestiture Trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to the United States, the Plaintiff States and the Divestiture Trustee within ten (10) calendar days after the Divestiture Trustee has provided the notice required under Section VI.A.

E. The Divestiture Trustee shall serve at the cost and expense of Defendants, pursuant to a written agreement with Defendants on such terms and conditions as the United States approves, in consultation with the Plaintiff States, and shall account for all monies derived from the sale of the assets sold by the Divestiture Trustee and all costs and expenses so incurred. After approval by the Court of the Divestiture Trustee's accounting, including fees for its services and those of any professionals and agents retained by the Divestiture Trustee, all remaining money shall be paid to Defendants and the trust shall then be terminated. The compensation of the Divestiture Trustee and any professionals and agents retained by the Divestiture Trustee shall be reasonable in light of the value of the Divestiture Assets and based on a fee arrangement providing the Divestiture Trustee with an incentive based on the price and terms of the divestiture and the speed with which it is accomplished, but timeliness is paramount.

F. Defendants shall use their best efforts to assist the Divestiture Trustee in accomplishing the required divestiture. The Divestiture Trustee and any consultants,

accountants, attorneys, and other persons retained by the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities of the business to be divested, and Defendants shall develop financial and other information relevant to such business as the Divestiture Trustee may reasonably request, subject to reasonable protection for trade secret or other confidential research, development, or commercial information. Defendants shall take no action to interfere with or to impede the Divestiture Trustee's accomplishment of the divestiture.

G. After its appointment, the Divestiture Trustee shall file monthly reports with the United States, the Plaintiff States, and the Court setting forth the Divestiture Trustee's efforts to accomplish the divestiture ordered under this Final Judgment. To the extent such reports contain information that the Divestiture Trustee or Defendants deem confidential, such reports shall not be filed in the public docket of the Court. Such reports shall include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring any interest in the Divestiture Assets, and shall describe in detail each contact with any such person. The Divestiture Trustee shall maintain full records of all efforts made to divest the Divestiture Assets.

H. If the Divestiture Trustee has not accomplished the divestiture ordered under this Final Judgment within six (6) months after its appointment, the Divestiture Trustee shall promptly file with the Court a report setting forth (1) the Divestiture Trustee's efforts to accomplish the required divestiture, (2) the reasons, in the Divestiture Trustee's judgment, why the required divestiture has not been accomplished, and (3) the

Divestiture Trustee's recommendations. To the extent such reports contain information that the Divestiture Trustee deems confidential, such reports shall not be filed in the public docket of the Court. The Divestiture Trustee shall at the same time furnish such report to the Defendants and to the United States, which shall have the right to make additional recommendations consistent with the purpose of the trust. The Court thereafter shall enter such orders as it shall deem appropriate to carry out the purpose of the Final Judgment, which may, if necessary, include extending the trust and the term of the Divestiture Trustee's appointment by a period requested by the United States.

VI. NOTICE OF PROPOSED DIVESTITURES

A. Within two (2) business days following execution of a definitive divestiture agreement, Defendants or the Divestiture Trustee, whichever is then responsible for effecting the divestitures required herein, shall notify the United States and the Plaintiff States, of any proposed divestitures required by Section IV or V of this Final Judgment. If the trustee is responsible, it shall similarly notify Defendants. The notice shall set forth the details of the proposed divestitures and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Assets, together with full details of the same.

B. Within fifteen (15) calendar days of receipt by the United States of such notice, the United States, in its sole discretion, in consultation with the Plaintiff States, may request from Defendants, the proposed Acquirer(s), any other third party, or the Divestiture Trustee, if applicable, additional information concerning the proposed divestitures, the proposed Acquirer(s), and any other potential Acquirer(s). Defendants

and the Divestiture Trustee shall furnish any additional information requested to the United States within fifteen (15) calendar days of receipt of the request, unless the parties otherwise agree.

C. Within thirty (30) calendar days after receipt of the notice, or within twenty (20) calendar days after the United States has been provided the additional information requested from Defendants, the proposed Acquirer(s), any third party, and the trustee, whichever is later, the United States, in consultation with the Plaintiff States, shall provide written notice to Defendants and/or the Divestiture Trustee, stating whether it objects to the proposed divestitures. If the United States provides written notice that it does not object, the divestitures may be consummated, subject only to the Defendants' limited right to object to the sale under Section V.D. of this Final Judgment. Absent written notice that the United States does not object to the proposed Acquirer(s) or upon objection by the United States, a divestiture proposed under Section IV or Section V shall not be consummated. Upon objection by Defendants under Section V.D., a divestiture proposed under Section V shall not be consummated unless approved by the Court.

VII. MONITORING TRUSTEE

A. Upon the filing of this Final Judgment, the United States may, in its sole discretion, in consultation with the Plaintiff States, appoint a Monitoring Trustee, subject to approval by the Court.

B. The Monitoring Trustee shall have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment, and shall have such powers as this Court deems appropriate. The Monitoring Trustee shall be required to

investigate and report on the Defendants' compliance with this Final Judgment and the Defendants' progress toward effectuating the purposes of this Final Judgment.

C. Subject to Section VII.E of this Final Judgment, the Monitoring Trustee may hire at the cost and expense of Defendants, any consultants, accountants, attorneys, or other persons, who shall be solely accountable to the Monitoring Trustee, reasonably necessary in the Monitoring Trustee's judgment.

D. Defendants shall not object to actions taken by the Monitoring Trustee in fulfillment of the Monitoring Trustee's responsibilities under this Final Judgment or any other Order of this Court on any ground other than the Monitoring Trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to the United States, the Plaintiff States, and the Monitoring Trustee within ten (10) calendar days after the action taken by the Monitoring Trustee giving rise to the Defendants' objection.

E. The Monitoring Trustee shall serve at the cost and expense of Defendants, pursuant to a written agreement with Defendants on such terms and conditions as the United States, in consultation with the Plaintiff States, approves. The compensation of the Monitoring Trustee and any consultants, accountants, attorneys, and other persons retained by the Monitoring Trustee shall be on reasonable and customary terms commensurate with the individuals' experience and responsibilities. The Monitoring Trustee shall, within three (3) business days of hiring any consultants, accountants, attorneys, or other persons, provide written notice of such hiring and the rate of compensation to Defendants.

F. The Monitoring Trustee shall have no responsibility or obligation for the operation of Defendants' businesses.

G. Defendants shall use their best efforts to assist the Monitoring Trustee in monitoring Defendants' compliance with their individual obligations under this Final Judgment. The Monitoring Trustee and any consultants, accountants, attorneys, and other persons retained by the Monitoring Trustee shall have full and complete access to the personnel, books, records, and facilities relating to compliance with this Final Judgment, subject to reasonable protection for trade secret or confidential research, development, or commercial information or any applicable privileges. Defendants shall take no action to interfere with or to impede the Monitoring Trustee's accomplishment of its other responsibilities. The Monitoring Trustee shall, within three (3) business days of hiring any consultants, accountants, attorneys, or other persons, provide written notice of such hiring and the rate of compensation to Defendants.

H. After its appointment, the Monitoring Trustee shall file reports every ninety (90) days, or more frequently as needed, with the United States, the Plaintiff States, the Defendants and the Court setting forth the Defendants' efforts to comply with their individual obligations under this Final Judgment. To the extent such reports contain information that the trustee deems confidential, such reports shall not be filed in the public docket of the Court.

I. The Monitoring Trustee shall serve until the completion of the divestitures required by Sections IV and V of this Final Judgment, including any lease back period pursuant to Section IV.F.5. or IV.G.5.

VIII. FINANCING

Defendants shall not finance all or any part of any purchase made pursuant to Section IV or V of this Final Judgment. For purposes of this Section VIII, subleasing shall not be regarded as financing.

IX. ASSET PRESERVATION

Until the divestiture required by this Final Judgment has been accomplished, Defendants shall take all steps necessary to comply with the Asset Preservation Stipulation and Order entered by this Court. Defendants shall take no action that would jeopardize the divestiture ordered by this Court.

X. AFFIDAVITS

A. Within twenty (20) calendar days of entry of the Court entering the Asset Preservation Order and Stipulation in this matter, and every thirty (30) calendar days thereafter until the divestiture has been completed under Section IV or V, Defendants shall deliver to the United States and the Plaintiff States an affidavit as to the fact and manner of its compliance with Section IV or V of this Final Judgment. Each such affidavit shall include the name, address, and telephone number of each person who, during the that first twenty (20) calendar days or, thereafter, the preceding thirty (30) calendar days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture Assets, and shall describe in detail each contact with any such person during that period. Each such affidavit shall also include a description of the efforts defendants have taken to solicit buyers for the Divestiture Assets, and to provide required information to prospective Acquirers, including the limitations, if any, on such

information. Assuming the information set forth in the affidavit is true and complete, any objection by the United States to information provided by Defendants, including limitation on information, shall be made within fourteen (14) calendar days of receipt of such affidavit.

B. Within twenty (20) calendar days of the Court entering the Asset Preservation Order and Stipulation in this matter, Defendants shall deliver to the United States an affidavit that describes in reasonable detail all actions defendants have taken and all steps Defendants have implemented on an ongoing basis to comply with Section IX of this Final Judgment. Defendants shall deliver to the United States an affidavit describing any changes to the efforts and actions outlined in Defendants' earlier affidavits filed pursuant to this section within fifteen (15) calendar days after the change is implemented.

C. Defendants shall keep all records of all efforts made to preserve and divest the Divestiture Assets until one year after such divestiture has been completed.

XI. COMPLIANCE INSPECTION

A. For the purposes of determining or securing compliance with this Final Judgment, or of any related orders such as any Asset Preservation Order, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally recognized privilege, from time to time authorized representatives of the United States Department of Justice, including consultants and other persons retained by the United States, shall, upon written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants, be permitted:

(1) access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide hard copy or electronic copies of, all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Defendants, relating to any matters contained in this Final Judgment; and

(2) to interview, either informally or on the record, Defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews shall be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit written reports or response to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this section shall be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time information or documents are furnished by Defendants to the United States, Defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent

page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then the United States shall give Defendants ten (10) calendar days notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

XII. NO REACQUISITION

Defendants shall not reacquire any interest in any part of the Divestiture Assets divested under this Final Judgment during the term of this Final Judgment. Nothing in this Final Judgment shall prevent Defendants from engaging in trades, exchanges, or swaps involving Divestiture Assets with an Acquirer, provided such arrangements do not increase Defendants' percentage of slots operated or held or gates operated or held at the airport in question, except that, consistent with industry practice, Defendants may temporarily operate slots for periods of no more than two consecutive months at the request of the Acquirer. Nothing in this Section XII shall prevent Defendants from acquiring additional slots, gates or facilities, other than the Divestiture Assets, at DCA, LGA or the Key Airports subject to the notification requirement in Section XIII.A. Nothing in this Section shall prevent Defendants from cooperating in gate or facility re-locations in the ordinary course of the airport operator's business, including re-locating to the Divestiture Assets, provided the Acquirer of those gates is offered alternative gates and Associated Ground Facilities from the airport operator.

XIII. NOTIFICATION OF FUTURE TRANSACTIONS

A. Unless such transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), Defendants shall not acquire any interest in

any slot at DCA that was in use at the completion of the Transaction without providing notice to the United States at least thirty (30) calendar days prior to the acquisition, provided however that this reporting requirement shall not apply to transactions that do not result in an increase in Defendants' percentage of slots operated or held at DCA. Defendants shall maintain a record of any non-reportable transactions and shall provide such record to the United States promptly upon request.

B. Any notification provided pursuant to Section XIII.A. above shall be provided in the same format as required by the HSR Act, and shall include the names of the principal representatives of the parties to the transaction who negotiated the agreement and any management or strategic plans discussing the proposed transaction. If within the 30-day period after notification the United States makes a written request for additional information regarding the transaction, Defendants shall not consummate the proposed transaction or agreement until thirty (30) calendar days after submitting all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in a similar manner as applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder.

C. All references to the HSR Act in this Final Judgment refer to the HSR Act as it exists at the time of the transaction or agreement and incorporate any subsequent amendments to the HSR Act.

XIV. BANKRUPTCY

For purposes of Section 365 of the Bankruptcy Reform Act of 1978, as amended, and codified as 11 U.S.C. §§ 101 et. seq. (the "Bankruptcy Code") or any analogous provision under any law of any foreign or domestic, federal, state, provincial, local,

municipal or other governmental jurisdiction relating to bankruptcy, insolvency or reorganization (“Foreign Bankruptcy Law”), (a) no sublease or other agreement related to the Divestiture Assets will be deemed to be an executory contract, and (b) if for any reason a sublease or other agreement related to the Divestiture Assets is deemed to be an executory contract, the Defendants shall take all necessary steps to ensure that the Acquirer(s) shall be protected in the continued enjoyment of its right under any such agreement including, acceptance of such agreement or any underlying lease or other agreement in proceedings under the Bankruptcy Code or any analogous provision of Foreign Bankruptcy Law.

XV. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to ensure and enforce compliance, and to punish violations of its provisions.

XVI. EXPIRATION OF FINAL JUDGMENT

Unless this Court grants an extension, this Final Judgment shall expire ten (10) years from the date of its entry.

XVII. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, and any comments thereon and the United States’ responses to comments. Based upon the record before the Court, which includes the Competitive

Date: _____

Court approval subject to procedures of the Antitrust Procedures and Penalties Act,
15 U.S.C. § 16

The Honorable Colleen Kollar-Kotelly
United States District Judge

**EXHIBIT A
DCA SLOTS**

JetBlue Slots (currently held by American)

1284	1040	1018	1012	1025	1200
1034	1334	1013	1058	1172	1221
1014	1217	1097	1174		

Additional American Air Carrier Slots

1090	1144	1570	1321	1425	1445
1521	1585	1092	1159	1274	1296
1493	1496	1044	1051	1667	1233
1322	1341	1616	1138	1139	1271
1430	1464	1547	1272	1351	1481
1506	1525	1611	1381	1420	1480
1641	1662	1104	1342	1543	1666
1208	1286	1299	1345	1388	1422
1620	1117	1121	1167	1312	1460
1473	1624	1625	1628	1364	1411
1561	1646	1074	1100	1202	1380
1405	1499	1276	1292	1353	1396
1634	1441	1475	1492	1503	1559
1587	1623	1008	1606	1575	1642
1122	1216				

US Airways Air Carrier Slots

1070	1066
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DCA Gates

Up to five (5) gates from among Gates 24, 26, 28, 30 and 32, if necessary.

**EXHIBIT B
LGA SLOTS**

Southwest Slots (currently held by American)

3351	2101	3335	3422	3665	3314
2215	3045	2120	3312		

American LGA Slots

3189	3068	2139	2147	3236	2222
2096	2075	3784	2033	3841	2008
3594	3671	3380	3258	3282	3080
2032	2230	3013	2166	2111	3826

LGA Gates

Up to two contiguous gates on Concourse C currently leased by American at LGA.

**EXHIBIT C
KEY AIRPORT GATES**

Boston Logan International Airport

Two gates that Defendants currently lease or two gates that Defendants would be entitled to occupy following any relocation of gates and facilities at the direction of Massport.

Chicago O'Hare International Airport

Gates L1 and L2. Defendants, at their own expense, will reconfigure Gate L2A, L2B, and L2C, as follows: Gate L2A will be restored to a mainline gate by (a) removing the gate at L2B, (b) moving the gate podium that currently serves Gate L2C south, creating one additional bay for gate L2A, and restriping the tarmac. Defendants will retain their interest in Gate L2C.

Dallas Love Field

Gates currently leased by American at Dallas Love Field, or which American will be entitled to occupy following completion of construction of the Love Field Modernization Program.

Los Angeles International Airport

Gates 31A and 31B in Terminal 3.

Miami International Airport

Two gates currently leased by US Airways in Terminal J.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*

Plaintiffs,

v.

Case No. 1:13-cv-01236 (CKK)

US AIRWAYS GROUP, INC.

and

AMR CORPORATION

Defendants.

ASSET PRESERVATION ORDER AND STIPULATION

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. DEFINITIONS

As used in this Asset Preservation Order and Stipulation:

A. "Acquirer" or "Acquirers" means the entity or entities, approved by the United States in its sole discretion in consultation with the Plaintiff States, to which Defendants may divest all or specified parts of the Divestiture Assets.

B. "American" means Defendant AMR Corporation, its parents, successors and assigns, divisions, subsidiaries, affiliates, partnerships and joint ventures; and all directors, officers, employees, agents, and representatives of the foregoing. As used in this definition, the terms "parent," "subsidiary," "affiliate," and "joint venture" refer to

any person or entity in which American holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control or which holds, directly or indirectly a majority (greater than 50 percent) or total ownership or control in American.

C. "Associated Ground Facilities" means the facilities owned or operated by Defendants and reasonably necessary for Acquirer(s) to operate the Divested Assets at the relevant airport, including, but not limited to, ticket counters, hold-rooms, leased jet bridges, and operations space.

D. "DCA Gates and Facilities" means all rights and interests held by Defendants in the gates at Washington Reagan National Airport ("DCA") described in Exhibit A and in the Associated Ground Facilities, up to the extent such gates and Associated Ground Facilities were used by Defendants to support the use of the DCA Slots.

E. "DCA Slots" means all rights and interests held by Defendants in the 104 slots at DCA listed in Exhibit A, consisting of two air carrier slots held by US Airways at DCA and 102 air carrier slots held by American at DCA, including the JetBlue Slots.

F. "Divestiture Assets" means (1) the DCA Slots, (2) the DCA Gates and Facilities, (3) the LGA Slots, (4) the LGA Gates and Facilities, and (5) the Key Airport Gates and Facilities.

G. "JetBlue Slots" means all rights and interests held by Defendants in the 16 slots at DCA currently leased by American to JetBlue Airways, Inc., listed in Exhibit A.

H. "Key Airport" means each of the following airports: (1) Boston Logan International Airport; (2) Chicago O'Hare International Airport; (3) Dallas Love Field; (4) Los Angeles International Airport; and (5) Miami International Airport.

I. "Key Airport Gates and Facilities" means all rights and interests held by Defendants in two gates at each Key Airport as described in Exhibit C. The term "Key Airport Gates and Facilities" includes Associated Ground Facilities, up to the extent such facilities were used by Defendants to support the gates described in Exhibit C.

J. "LGA Gates and Facilities" means all rights and interests held by Defendants in the gates at New York LaGuardia Airport ("LGA") described in Exhibit B and Associated Ground Facilities up to the extent of such gates and Associated Ground Facilities were used by Defendants to support the use of the LGA Slots.

K. "LGA Slots" means the 34 slots at New York LaGuardia Airport ("LGA") listed in Exhibit B, consisting of the Southwest Slots and 24 additional slots held by American or US Airways.

L. "Slot Bundles" means groupings of DCA Slots and LGA Slots, as determined by the United States in its sole discretion in consultation with the Plaintiff States.

M. "Southwest Slots" means the 10 slots at LGA currently leased by American to Southwest Airlines, Inc. listed in Exhibit B.

N. "Transaction" means the transaction referred to in the Agreement and Plan of Merger among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., dated as of February 13, 2013.

O. "US Airways" means Defendant US Airways Group, Inc., its parents, successors and assigns, divisions, subsidiaries, affiliates, partnerships and joint ventures; and all directors, officers, employees, agents, and representatives of the foregoing. For purposes of this definition, the terms "parent," "subsidiary," "affiliate," and "joint

venture” refer to any person or entity in which US Airways holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control or which holds, directly or indirectly, a majority (greater than 50 percent) or total ownership or control in US Airways.

II. OBJECTIVES

The Proposed Final Judgment filed in this case is meant to ensure Defendants’ prompt divestiture of the Divestiture Assets in order to remedy the effects that Plaintiffs allege would otherwise result from the merger of American and US Airways. If approved by the Court, the Proposed Final Judgment would fully resolve the United States’ claim in this antitrust lawsuit. This Stipulation and Order ensures, prior to such divestitures, that the Divestiture Assets are maintained during the pendency of the ordered divestitures.

III. JURISDICTION

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue is proper in the United States District Court for the District of Columbia.

IV. COMPLIANCE WITH AND ENTRY OF THE FINAL JUDGMENT

A. The parties stipulate that a Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court’s own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act (“APPA”), 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the

Court. Defendants agree to arrange, at their expense, publication as quickly as possible of the newspaper notice required by the APPA, which shall be drafted by the United States in its sole discretion. The publication shall be arranged no later than three (3) business days after Defendants' receipt from the United States of the text of the notice and the identity of the newspaper within which the publication shall be made. Defendants shall promptly send to the United States (1) confirmation that publication of the newspaper notice has been arranged, and (2) the certification of the publication prepared by the newspaper within which the notice was published.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment, pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of the proposed Final Judgment. The United States shall have the full rights and enforcement powers in the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Stipulation and Order.

D. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event that (1) the United States has withdrawn its consent, as provided in Section IV(A) above, or (2) the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling

declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures ordered in the proposed Final Judgment can and will be made, and that Defendants will later raise no claim of mistake, hardship, or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. ASSET PRESERVATION AGREEMENT

Until the divestitures required by the Final Judgment have been accomplished:

A. Defendants shall take all steps necessary to ensure that their respective Divestiture Assets will be maintained. Defendants shall not cause the wasting or deterioration of their respective divestiture assets, nor shall they cause the Divestiture Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber, or otherwise impair the viability, marketability or competitiveness of their respective Divestiture Assets. With respect to the DCA Slots and the LGA Slots, Defendants will operate the slots at a level sufficient to prevent any slot from reverting to the Federal Aviation Administration pursuant to 14 C.F.R. § 93.227 (DCA) or 71 Fed. Reg. 77,854 (Dec. 27, 2006), as extended by 78 Fed. Reg. 28, 279 (Oct. 24, 2013)(LGA).

B. Defendants shall take all steps necessary to ensure that their respective Divestiture Assets are fully maintained in operable condition, and shall maintain and

adhere to normal upgrade, repair and maintenance schedules for their respective Divestiture Assets.

C. Defendants shall not, except as part of a divestiture approved by the United States, in consultation with the Plaintiff States, in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge or otherwise dispose of their respective Divestiture Assets.

D. Defendants shall take no action that would jeopardize, delay, or impede the sale of any Divestiture Assets.

E. Defendants shall take no action that would interfere with the ability of any Divestiture Trustee appointed pursuant to the Final Judgment to complete the divestitures pursuant to the Final Judgment to an Acquirer or Acquirers acceptable to the United States, in consultation with the Plaintiff States.

F. Defendants shall provide sufficient working capital and lines and sources of credit to continue to maintain the Divestiture Assets as economically viable and competitive, ongoing businesses, consistent with the requirements of Sections V (A) and (B).

G. Defendants shall appoint a person or persons to oversee the Divestiture Assets, and who will be responsible for Defendants' compliance with this section. This person shall have complete managerial responsibility for the Divestiture Assets, subject to the provisions of this Final Judgment. In the event such person is unable to perform his duties, Defendants shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should defendants fail to appoint a

replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

VI. DURATION OF ASSET PRESERVATION AGREEMENT

Defendants' obligations under Section V. of this Stipulation and Order shall remain in effect until (1) consummation of the divestitures required by the proposed Final Judgment or (2) further order of the Court. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Stipulation and Order.

VII. STAY OF LITIGATION

Entry of this Stipulation and Order shall stay all deadlines established by the Scheduling and Case Management Order (Doc. 71) and Trial Procedures Order (Doc. 128) or amendments to same, pending further order of the court, if any.

ORDER

It is SO ORDERED this day of November 2013.

United States District Judge

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*

Plaintiffs,

v.

US AIRWAYS GROUP, INC.

and

AMR CORPORATION

Defendants.

Case No. 1:13-cv-01236 (CKK)

SUPPLEMENTAL STIPULATED ORDER

WHEREAS, Plaintiff States of Arizona, Florida, Tennessee and Michigan, the Commonwealths of Pennsylvania and Virginia, and the District of Columbia (“Plaintiff States”) filed their Complaint against Defendants US Airways Group, Inc. (“US Airways”) and AMR Corporation (“American”) on August 13, 2013, as amended on September 5, 2013;

AND WHEREAS, the Plaintiff States and Defendants, by their respective attorneys, have consented to the entry of this Supplemental Stipulated Order without trial or adjudication of any issue of fact or law, and without this Supplemental Stipulated Order constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, Defendants agree to be bound by the provisions of this Supplemental Stipulated Order pending its entry by the Court;

AND WHEREAS, Defendants have represented to the Plaintiff States that the commitments required below can and will be made, and that the Defendants will later raise no claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions below other than those set forth in this Supplemental Stipulated Order;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

This Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief can be granted against

Defendants US Airways and American under Section 7 of the Clayton Act as amended (15 U.S.C. § 18).

II. DEFINITIONS

A. Unless otherwise indicated, defined terms have the meaning ascribed to them in the Proposed Final Judgment filed simultaneously herewith.

B. “New American” or “the New American” means the merged entity after the Transaction has closed.

III. APPLICABILITY

A. This Supplemental Stipulated Order applies to Defendants and all other persons in active concert or participation with any of them who receive actual notice of this Supplemental Stipulated Order by personal service or otherwise.

IV. HUBS

A. Following completion of the merger, and until the third anniversary of the date on which a Stipulation and Final Judgment incorporating these terms, both customary in form, are filed with the Court (the “Effective Date”), New American will maintain in a manner generally consistent with historical operations its hubs at Charlotte Douglas International Airport, John F. Kennedy International Airport, Los Angeles International Airport, Miami International Airport, Chicago O’Hare International Airport, Philadelphia International Airport, and Phoenix Sky Harbor International Airport.

V. COMMUNITIES

Following completion of the merger, and until the fifth anniversary of the Effective Date, New American will provide daily scheduled service (holidays excepted) from one or more of its hubs to each airport in each of the Plaintiff States set forth in this Section V that had scheduled daily service (holidays excepted) by either American or US Airways at the time of the commencement of the Litigation, except for service that is discontinued as the result of the slot and facilities divestitures required as a condition to completing the merger:

State	Code	Airport
Arizona	FLG	FLAGSTAFF
	PHX	PHOENIX
	TUS	TUCSON INT'L
	YUM	YUMA
Florida	DAB	DAYTONA BEACH
	EYW	KEY WEST
	FLL	FT. LAUDERDALE INT'L
	GNV	GAINESVILLE
	JAX	JACKSONVILLE INT'L
	MCO	ORLANDO INT'L
	MIA	MIAMI INT'L
	MLB	MELBOURNE KENNEDY
	PBI	WEST PALM BEACH INT'L

	PNS	PENSACOLA REGIONAL
	RSW	FORT MYERS REGIONAL SARASOTA/BRADENTON
	SRQ	BRADENTON
	TLH	TALLAHASSEE MUNICIPAL
	TPA	TAMPA INTERNATIONAL
	VPS	VALPARAISO / FT WALTON BEACH
Michigan	AZO	KALAMAZOO KAL/BTLCRK
	DTW	DETROIT WAYNE CO
	FNT	FLINT BISHOP
	GRR	GRAND RAPIDS KENT CTY
	MQT	MARQUETTE
	TVC	TRAVERSE CITY
Pennsylvania	ABE	ALLENTOWN BETHLEHEM
	AVP	WILKES-BARRE/SCRANTON
	ERI	ERIE INTL
	IPT	WILLIAMSPORT
	MDT	HARRISBURG INTL
	PHL	PHILADELPHIA PA/WILM'TON INT'L
	PIT	PITTSBURGH INT'L

	SCE	STATE COLLEGE
Tennessee	BNA	NASHVILLE METRO
	CHA	CHATTANOOGA LOVELL
	MEM	MEMPHIS INTL
	TRI	TRI-CITY AIRPORT MUNICIPAL
	TYS	KNOXVILLE TYSON
Virginia	CHO	CHARLOTTESVILLE ALBEMARLE
	DCA	WASHINGTON NATIONAL
	IAD	WASHINGTON DULLES
	LYH	LYNCHBURG
	ORF	NORFOLK INTL
	PHF	HAMPTON INTL
	RIC	RICHMOND/WMBG INT'L
	ROA	ROANOKE MUNICIPAL

VI. FORCE MAJEURE

A. New American shall not be deemed in violation of this Supplemental Stipulated Order if it fails to comply with the provisions in Sections IV and V herein due to 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”). Should any such Force Majeure occur, New American will provide notice to the Plaintiff States as soon as reasonably practicable, and provide documentation of the circumstances as reasonably requested by the Plaintiff States. In addition, to the extent the Force Majeure is of limited duration, New American will resume its obligations hereunder as soon as reasonably practicable.

VII. Material Adverse Change

A. In the event of a material adverse change in demand, the competitive environment, or New American’s cost to comply with any of the obligations of Sections IV or V of this Supplemental Stipulated Order, defendants will, unless otherwise ordered by the Court, be relieved of such obligation after 30 days prior notice by Defendants to the Plaintiffs and 20 days prior notice by Defendants to the Court.

B. Notice to the Court, under this Section, Section VII, will be satisfied by a motion filed in accordance with the rules of the Court then in effect. Notice to all Plaintiffs will be satisfied by service by overnight courier addressed to

Office of the Attorney General
Commonwealth of Pennsylvania
Antitrust Section
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Attention: Chief, Antitrust Section

VIII. ENFORCEMENT

If one or more of the Plaintiff States believes that this Supplemental Stipulated Order has been violated, they may apply to the court for an order of contempt. Before doing so, such Plaintiff State or States must give the New American notice of its belief that the Supplemental Stipulated Order has been breached and a reasonable opportunity for the New American to cure any alleged violation or violations; the New American must be in breach for more than 90 days or announced changes to one of its hubs or communities served that indicate that it will be in breach for more than 90 days. If the court finds that the New American has breached this Supplemental Stipulated Order, the court may order any remedy appropriate to cure the New American's breach including specific performance or other equitable relief, the award of damages, other compensation and penalties and costs and attorney's fees.

IX. COMPLIANCE

One (1) year after the entry of this Supplemental Stipulated Order, annually for the next five years on the anniversary of the entry of this Supplemental Stipulated Order, at other times as Plaintiff States may require, New American shall provide a verified written report to the Plaintiff States setting forth in detail the manner and form in which it has complied and is complying with this Supplemental Stipulated Order.

X. FEES AND COSTS

New American shall pay to the Plaintiff States their reasonable costs and attorney's fees incurred in connection with the Litigation in the aggregate amount of \$1.75 million. These costs and fees shall reimburse the cost and fees of the Offices of Attorney General of the Plaintiff States. The portion of this payment representing costs

shall be used to reimburse their costs. The portion of this payment representing fees shall be used for continued Public Protection and Antitrust Enforcement purposes except that the payment to the District of Columbia shall be paid to the 'D.C. Treasurer' and used in accordance with District of Columbia law. The Plaintiff States shall designate to the Defendants a Plaintiff State that shall receive the fees and costs covered by this section and such Plaintiff State shall redistribute these funds to the other Plaintiff States.

XI. RETENTION OF JURISDICTION

This Court retains jurisdiction to enable any party to this Supplemental Stipulated Order to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Supplemental Stipulated Order , to modify any of its provisions, to ensure and enforce compliance, and to punish violations of its provisions.

XII. EXPIRATION OF FINAL JUDGMENT

Unless this Court grants an extension, this Supplemental Stipulated Order shall expire five (5) years from the date of its entry.

IT IS SO ORDERED by the Court, this day of , 2013.

BY THE COURT:

Colleen Kollar-Kotelly, U.S.D.J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

Case No. 1:13-cv-01236-CKK

US AIRWAYS GROUP, INC. and AMR CORPORATION,

Defendants,

**JOINT STIPULATION OF THE PLAINTIFF STATES AND DEFENDANTS
REQUESTING ENTRY OF SUPPLEMENTAL STIPULATED ORDER**

The States of Arizona, Florida, Michigan, and Tennessee, the Commonwealths of Pennsylvania and Virginia, and the District of Columbia (collectively the "Plaintiff States"), together with US Airways Group, Inc. and AMR Corporation ("Defendants"), submit this joint stipulation requesting that the Court enter the accompanying Supplemental Stipulated Order. The Plaintiff States and Defendants have conferred and agreed to the Supplemental Stipulated Order as a condition to the Plaintiff States' willingness to enter into the Proposed Final Judgment being submitted separately and simultaneously by the United States and Defendants resolving all claims in this action.

Dated: November , 2013

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FOR PLAINTIFF STATE OF MICHIGAN

Respectfully submitted,

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Agreement regarding Merger Between
US Airways Group, Inc. and AMR Corporation

**Agreement regarding Merger
Between US Airways Group, Inc. and AMR Corporation**

I. Purpose

Pursuant to the Agreement and Plan of Merger among US Airways Group, Inc. (US Airways), AMR Corporation (AMR) and AMR Merger Sub, Inc., dated February 13, 2013, as amended, the parties have agreed to a merger (Merger) to form a new airline group (New American). The U.S. Department of Transportation (DOT) shares the interest of the U.S. Department of Justice (DOJ) in preserving competition (*United States v. US Airways Group, Inc.* (D.D.C.)). In addition to maintaining competition, it is imperative that any airline merger serves the broader interest of the traveling public. This is at the core of DOT's mission. To protect this compelling interest, US Airways and AMR agree to maintain service to Medium, Small and Non-hub airports from Ronald Reagan Washington National Airport (DCA) in accordance with the terms set out in this Agreement.

II. Parties

The parties to this Agreement are DOT, US Airways and AMR.

III. DOT's Mission and Objective

Over many decades, the airlines serving DCA have developed a pattern of service to communities of all sizes. The existing pattern of service at DCA reflects a delicate balance of federal, state and local interests – endorsed to a significant extent by Congress. DOT asserts that preserving nonstop service to a range of destinations from DCA, including Medium, Small, and Non-hub airports, is part of DOT's statutory mission and the Administration's transportation policy. DOT further asserts that nonstop air service links to DCA are essential for the continued economic vitality and growth of these communities. Importantly, DOT believes the goal of preserving nonstop service to small and medium-sized communities is wholly compatible with the goal of preserving competition.

IV. New American's Commitment

- A. US Airways and AMR agree that New American shall schedule all commuter slots held or operated by US Airways, AMR, or New American (collectively, New American entities) to serve Medium, Small and Non-hub airports for a term (Term) of five (5) years.
1. The commuter slot holdings subject to this Agreement are all commuter slots held or operated by New American entities as of the date of execution of this Agreement by the signatories.

2. The Term shall commence on the date of execution of this Agreement by the signatories and shall remain in effect for 5 calendar years from the date of execution.

- B. As used in this Agreement, "Medium," "Small," and "Non-hub" airports shall refer to those airports listed as such in the Federal Aviation Administration's Calendar Year 2012 airport classifications (Attached hereto Appendix A).
- C. US Airways and AMR agree that, during the Term, New American shall schedule all DCA commuter slots held or operated by New American entities to serve Medium, Small, and Non-hub airports at percentages set out below.
- D. During the Term of this Agreement, New American entities shall schedule equal to at least 75% of its total commuter slot holdings at DCA, as defined above, to serve Small and Non-hub airports. The remaining commuter slots, up to 25% of all New American entities' commuter slot holdings, shall be scheduled for service to Medium, Small, or Non-Hub airports.
- E. This Agreement does not require the New American entities to serve specific communities at DCA.
- F. US Airways and AMR agree that New American entities, upon DOT's request, shall provide information reasonably necessary for DOT to confirm compliance with the terms of this Agreement. US Airways and AMR further agree that the New American entities shall provide requested information in a timely and complete manner.

V. Disclosure

Upon execution of this Agreement by all signatories, this Agreement may be disclosed to the public by DOT, US Airways, AMR or New American.

VI. Complete Agreement

This Agreement constitutes the entire agreement between and among DOT, US Airways, AMR and New American with respect to commuter slot holdings at DCA during the Term.

VII. Effective Date

This Agreement shall take effect upon execution by the signatories; provided, however, that the commitments of US Airways and AMR in this Agreement are conditioned upon the closing of the merger.

VIII. Signatures

On behalf of the U.S. Department of Transportation

/s/ John D. Porcari

John D. Porcari
Deputy Secretary

Date: 11/12/13

On behalf of US Airways Group, Inc.

/s/ W. Douglas Parker

W. Douglas Parker
Chairman and Chief Executive Officer

Date: November 12, 2013

On behalf of AMR Corp. and American Airlines

/s/ Thomas W. Horton

Thomas W. Horton
Chairman, President and Chief Executive Officer

Date: 11/11/2013

Appendix A
To
Agreement regarding Merger
Between US Airways Group, Inc. and AMR Corporation

Rank	FAA Region	ST	Locid	City	Airport Name	Arprt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
1	SO	GA	ATL	Atlanta	Hartsfield - Jackson Atlanta International	P	L	45,798,928	44,414,121	3.12%
2	GL	IL	ORD	Chicago	Chicago O'Hare International	P	L	32,171,795	31,892,301	0.88%
3	WP	CA	LAX	Los Angeles	Los Angeles International	P	L	31,326,268	30,528,737	2.61%
4	SW	TX	DFW	Fort Worth	Dallas/Fort Worth International	P	L	28,022,904	27,518,358	1.83%
5	NM	CO	DEN	Denver	Denver International	P	L	25,799,841	25,667,499	0.52%
6	EA	NY	JFK	New York	John F Kennedy International	P	L	24,520,981	23,664,832	3.62%
7	WP	CA	SFO	San Francisco	San Francisco International	P	L	21,284,236	20,056,568	6.12%
8	SO	NC	CLT	Charlotte	Charlotte/Douglas International	P	L	20,033,816	19,022,535	5.32%
9	WP	NV	LAS	Las Vegas	McCarran International	P	L	19,959,651	19,872,617	0.44%
10	WP	AZ	PHX	Phoenix	Phoenix Sky Harbor International	P	L	19,560,870	19,750,306	-0.96%
11	SW	TX	IAH	Houston	George Bush Intercontinental/Houston	P	L	19,039,000	19,306,660	-1.39%
12	SO	FL	MIA	Miami	Miami International	P	L	18,987,488	18,342,158	3.52%
13	SO	FL	MCO	Orlando	Orlando International	P	L	17,159,427	17,250,415	-0.53%
14	EA	NJ	EWR	Newark	Newark Liberty International	P	L	17,055,993	16,814,092	1.44%
15	NM	WA	SEA	Seattle	Seattle-Tacoma International	P	L	16,121,123	15,971,676	0.94%
					Minneapolis-St Paul International/Wold-					
16	GL	MN	MSP	Minneapolis	Chamberlain	P	L	15,943,878	15,895,653	0.30%
17	GL	MI	DTW	Detroit	Detroit Metropolitan Wayne County	P	L	15,599,879	15,716,865	-0.74%
18	EA	PA	PHL	Philadelphia	Philadelphia International	P	L	14,589,337	14,883,180	-1.97%
					General Edward Lawrence Logan					
19	NE	MA	BOS	Boston	International	P	L	14,293,695	14,180,730	0.80%
20	EA	NY	LGA	New York	La Guardia	P	L	12,818,717	11,989,227	6.92%
21	SO	FL	FLL	Fort Lauderdale	Fort Lauderdale/Hollywood International	P	L	11,445,103	11,332,466	0.99%
					Baltimore/Washington International					
22	EA	MD	BWI	Glen Burnie	Thurgood Marshall	P	L	11,186,444	11,067,319	1.08%
23	EA	VA	IAD	Dulles	Washington Dulles International	P	L	10,816,216	11,044,383	-2.07%
24	NM	UT	SLC	Salt Lake City	Salt Lake City International	P	L	9,579,840	9,701,756	-1.26%
25	EA	VA	DCA	Arlington	Ronald Reagan Washington National	P	L	9,462,231	9,053,004	4.52%
26	GL	IL	MDW	Chicago	Chicago Midway International	P	L	9,436,387	9,134,576	3.30%
27	WP	HI	HNL	Honolulu	Honolulu International	P	L	9,225,848	8,689,699	6.17%
28	WP	CA	SAN	San Diego	San Diego International	P	L	8,686,621	8,465,683	2.61%
29	SO	FL	TPA	Tampa	Tampa International	P	L	8,218,487	8,174,194	0.54%
			29	Large Hubs						
30	NM	OR	PDX	Portland	Portland International	P	M	7,142,620	6,808,486	4.91%
31	CE	MO	STL	St. Louis	Lambert-St Louis International	P	M	6,208,750	6,159,090	0.81%
32	SW	TX	HOU	Houston	William P Hobby	P	M	5,043,737	4,753,554	6.10%
33	WP	CA	OAK	Oakland	Metropolitan Oakland International	P	M	4,926,683	4,550,526	8.27%
34	CE	MO	MCI	Kansas City	Kansas City International	P	M	4,866,850	5,011,000	-2.88%
35	SO	TN	BNA	Nashville	Nashville International	P	M	4,797,102	4,673,047	2.65%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
36	SW	TX	AUS	Austin	Austin-Bergstrom International	P	M	4,606,252	4,436,661	3.82%
37	SO	NC	RDU	Raleigh	Raleigh-Durham International	P	M	4,490,374	4,462,508	0.62%
38	WP	CA	SNA	Santa Ana	John Wayne Airport-Orange County	P	M	4,381,172	4,247,802	3.14%
39	WP	CA	SMF	Sacramento	Sacramento International	P	M	4,357,899	4,370,895	-0.30%
40	GL	OH	CLE	Cleveland	Cleveland-Hopkins International	P	M	4,346,941	4,401,033	-1.23%
41	SW	LA	MSY	Metairie	Louis Armstrong New Orleans International	P	M	4,293,624	4,255,411	0.90%
42	SO	PR	SJU	San Juan	Luis Munoz Marin International	P	M	4,204,478	3,983,130	5.56%
43	WP	CA	SJC	San Jose	Norman Y. Mineta San Jose International	P	M	4,077,654	4,108,006	-0.74%
44	SW	TX	SAT	San Antonio	San Antonio International	P	M	4,036,625	3,992,304	1.11%
45	SW	TX	DAL	Dallas	Dallas Love Field	P	M	3,902,628	3,852,886	1.29%
46	EA	PA	PIT	Pittsburgh	Pittsburgh International	P	M	3,892,338	4,070,614	-4.38%
47	GL	WI	MKE	Milwaukee	General Mitchell International	P	M	3,710,384	4,671,976	-20.58%
48	SO	FL	RSW	Fort Myers	Southwest Florida International	P	M	3,634,152	3,748,366	-3.05%
49	GL	IN	IND	Indianapolis	Indianapolis International	P	M	3,586,422	3,670,396	-2.29%
50	SO	TN	MEM	Memphis	Memphis International	P	M	3,359,668	4,344,213	-22.66%
51	GL	OH	CMH	Columbus	Port Columbus International	P	M	3,095,575	3,134,379	-1.24%
52	SO	KY	CVG	Greater Cincinnati	Cincinnati/Northern Kentucky International	P	M	2,937,850	3,422,466	-14.16%
53	WP	HI	OGG	Kahului	Kahului	P	M	2,861,278	2,683,933	6.61%
54	SO	FL	PBI	West Palm Beach	Palm Beach International	P	M	2,796,359	2,877,158	-2.81%
55	NE	CT	BDL	Windsor Locks	Bradley International	P	M	2,647,610	2,772,315	-4.50%
56	SW	NM	ABQ	Albuquerque	Albuquerque International Sunport	P	M	2,630,574	2,768,435	-4.98%
57	EA	NY	BUF	Buffalo	Buffalo Niagara International	P	M	2,592,630	2,582,597	0.39%
58	SO	FL	JAX	Jacksonville	Jacksonville International	P	M	2,579,023	2,700,514	-4.50%
59	AL	AK	ANC	Anchorage	Ted Stevens Anchorage International	P	M	2,249,717	2,354,987	-4.47%
60	WP	CA	ONT	Ontario	Ontario International	P	M	2,142,393	2,271,458	-5.68%
61	WP	CA	BUR	Burbank	Bob Hope	P	M	2,027,203	2,144,915	-5.49%
62	CE	NE	OMA	Omaha	Eppley Airfield	P	M	2,018,738	2,047,055	-1.38%
				33	Medium Hubs					
63	NE	RI	PVD	Warwick	Theodore Francis Green State	P	S	1,809,322	1,920,699	-5.80%
64	SW	OK	OKC	Oklahoma City	Will Rogers World	P	S	1,801,650	1,738,438	3.64%
65	WP	AZ	TUS	Tucson	Tucson International	P	S	1,710,649	1,779,679	-3.88%
66	WP	NV	RNO	Reno	Reno/Tahoe International	P	S	1,685,333	1,821,051	-7.45%
67	EA	VA	ORF	Norfolk	Norfolk International	P	S	1,651,440	1,606,695	2.78%
68	SO	KY	SDF	Louisville	Louisville International-Standiford Field	P	S	1,642,790	1,650,707	-0.48%
69	EA	VA	RIC	Highland Springs	Richmond International	P	S	1,582,565	1,571,155	0.73%
70	WP	CA	LGB	Long Beach	Long Beach /Daugherty Field/	P	S	1,554,846	1,512,212	2.82%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
71	WP	GU	GUM	Tamuning	Guam International	P	S	1,477,926	1,369,586	7.91%
72	NM	WA	GEG	Spokane	Spokane International	P	S	1,456,279	1,487,913	-2.13%
73	SW	TX	ELP	El Paso	El Paso International	P	S	1,442,102	1,458,965	-1.16%
74	SO	AL	BHM	Birmingham	Birmingham-Shuttlesworth International	P	S	1,412,483	1,429,282	-1.18%
75	WP	HI	KOA	Kailua Kona	Kona International at Keahole	P	S	1,367,091	1,295,389	5.54%
76	SW	OK	TUL	Tulsa	Tulsa International	P	S	1,324,202	1,346,122	-1.63%
77	WP	HI	LIH	Lihue	Lihue	P	S	1,308,549	1,203,525	8.73%
78	NM	ID	BOI	Boise	Boise Air Terminal/Gowen Field	P	S	1,307,505	1,395,554	-6.31%
79	GL	OH	DAY	Dayton	James M Cox Dayton International	P	S	1,289,758	1,247,333	3.40%
80	SO	SC	CHS	Charleston	Charleston AFB/International	P	S	1,283,970	1,247,459	2.93%
81	EA	NY	ALB	Albany	Albany International	P	S	1,222,354	1,216,626	0.47%
82	NE	NH	MHT	Manchester	Manchester	P	S	1,210,189	1,342,308	-9.84%
83	EA	NY	ROC	Rochester	Greater Rochester International	P	S	1,202,903	1,190,967	1.00%
84	SW	AR	LIT	Little Rock	Bill and Hillary Clinton National/Adams Field	P	S	1,111,442	1,063,673	4.49%
85	GL	MI	GRR	Grand Rapids	Gerald R. Ford International	P	S	1,063,153	1,126,552	-5.63%
86	CE	IA	DSM	Des Moines	Des Moines International	P	S	1,018,188	932,828	9.15%
87	EA	NY	SYR	Syracuse	Syracuse Hancock International	P	S	974,293	982,709	-0.86%
88	SO	SC	GSP	Greer	Greenville Spartanburg International	P	S	936,288	880,994	6.28%
89	GL	OH	CAK	Akron	Akron-Canton Regional	P	S	910,712	814,243	11.85%
90	EA	NY	HPN	White Plains	Westchester County	P	S	893,184	972,385	-8.15%
91	SO	NC	GSO	Greensboro	Piedmont Triad International	P	S	889,135	894,290	-0.58%
92	SO	FL	SFB	Sanford	Orlando Sanford International	P	S	873,069	768,938	13.54%
93	WP	CA	PSP	Palm Springs	Palm Springs International	P	S	867,720	759,510	14.25%
94	SO	TN	TYS	Alcoa	McGhee Tyson	P	S	846,278	841,237	0.60%
95	NM	CO	COS	Colorado Springs	City of Colorado Springs Municipal	P	S	836,998	828,516	1.02%
96	NE	ME	PWM	Portland	Portland International Jetport	P	S	799,136	833,005	-4.07%
97	GL	WI	MSN	Madison	Dane County Regional-Truax Field	P	S	799,053	741,365	7.78%
98	SO	GA	SAV	Savannah	Savannah/Hilton Head International	P	S	789,663	785,251	0.56%
99	WP	AZ	IWA	Mesa	Phoenix-Mesa Gateway	P	S	744,685	521,437	42.81%
100	SO	FL	PNS	Pensacola	Pensacola Gulf Coast Regional	P	S	740,852	750,190	-1.24%
101	CE	KS	ICT	Wichita	Wichita Mid-Continent	P	S	735,270	740,675	-0.73%
102	SO	SC	MYR	Myrtle Beach	Myrtle Beach International	P	S	722,775	848,230	-14.79%
103	EA	NY	ISP	Islip	Long Island MacArthur	P	S	667,603	781,396	-14.56%
104	EA	NJ	ACY	Atlantic City	Atlantic City International	P	S	663,142	668,930	-0.87%
105	EA	PA	MDT	Harrisburg	Harrisburg International	P	S	657,074	655,294	0.27%
106	SO	VI	STT	Charlotte Amalie	Cyril E King	P	S	649,691	596,832	8.86%
107	WP	HI	ITO	Hilo	Hilo International	P	S	641,904	605,251	6.06%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
108	WP	CA	FAT	Fresno	Fresno Yosemite International	P	S	640,350	615,320	4.07%
109	SO	FL	SRQ	Sarasota	Sarasota/Bradenton International	P	S	637,264	657,157	-3.03%
110	NE	VT	BTV	Burlington	Burlington International	P	S	615,026	636,019	-3.30%
111	SO	MS	JAN	Jackson	Jackson-Medgar Wiley Evers International	P	S	611,592	615,622	-0.65%
112	SO	AL	HSV	Huntsville	Huntsville International-Carl T Jones Field	P	S	578,993	614,601	-5.79%
113	NM	WA	BLI	Bellingham	Bellingham International	P	S	577,028	515,402	11.96%
114	SW	AR	XNA	Bentonville	Northwest Arkansas Regional	P	S	546,845	538,850	1.48%
115	SO	KY	LEX	Lexington	Blue Grass	P	S	535,541	533,952	0.30%
116	SW	TX	MAF	Midland	Midland International	P	S	497,193	474,423	4.80%
117	CE	IA	CID	Cedar Rapids	The Eastern Iowa	P	S	491,806	431,874	13.88%
118	SO	SC	CAE	Columbia	Columbia Metropolitan	P	S	487,435	487,474	-0.01%
119	SW	TX	LBB	Lubbock	Lubbock Preston Smith International	P	S	475,767	503,580	-5.52%
120	GL	SD	FSD	Sioux Falls	Joe Foss Field	P	S	453,007	423,288	7.02%
121	AL	AK	FAI	Fairbanks	Fairbanks International	P	S	450,436	438,188	2.80%
122	NM	MT	BIL	Billings	Billings Logan International	P	S	440,277	407,375	8.08%
123	SO	FL	PIE	Clearwater	St Petersburg-Clearwater International	P	S	436,030	417,223	4.51%
124	NM	MT	BZN	Bozeman	Bozeman Yellowstone International	P	S	434,038	397,870	9.09%
125	SO	FL	ECP	Panama City	Northwest Florida Beaches International	P	S	422,750	417,902	1.16%
126	GL	MI	FNT	Flint	Bishop International	P	S	412,326	473,113	-12.85%
127	WP	MP	GSN	Saipan	Francisco C. Ada/Saipan International	P	S	411,735	382,386	7.68%
128	NM	OR	EUG	Eugene	Mahlon Sweet Field	P	S	407,124	393,504	3.46%
129	SW	LA	BTR	Baton Rouge	Baton Rouge Metropolitan, Ryan Field	P	S	406,318	396,403	2.50%
130	GL	IL	MLI	Moline	Quad City International	P	S	396,460	412,470	-3.88%
131	SO	MS	GPT	Gulfport	Gulfport-Biloxi International	P	S	394,110	395,350	-0.31%
132	SO	NC	ILM	Wilmington	Wilmington International	P	S	392,155	395,156	-0.76%
133	SW	TX	AMA	Amarillo	Rick Husband Amarillo International	P	S	389,284	392,815	-0.90%
134	SW	TX	HRL	Harlingen	Valley International	P	S	375,472	359,166	4.54%
135	SO	FL	VPS	Valparaiso	Eglin AFB	P	S	373,542	434,455	-14.02%
136	SO	FL	EYW	Key West	Key West International	P	S	370,637	335,603	10.44%
137	WP	CA	SBA	Santa Barbara	Santa Barbara Municipal	P	S	370,600	367,328	0.89%
138	GL	ND	FAR	Fargo	Hector International	P	S	369,969	346,459	6.79%
76 Small Hubs										
139	CE	MO	SGI	Springfield	Springfield-Branson National	P	N	364,689	349,091	4.47%
140	AL	AK	JNU	Juneau	Juneau International	P	N	353,048	355,499	-0.69%
141	EA	PA	ABE	Allentown	Lehigh Valley International	P	N	350,066	428,332	-18.27%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
142	WP	AZ	GCN	Grand Canyon	Grand Canyon National Park	P	N	336,716	331,924	1.44%
143	SO	FL	TLH	Tallahassee	Tallahassee Regional	P	N	331,296	305,686	8.38%
144	NM	WA	PSC	Pasco	Tri-Cities	P	N	329,833	327,008	0.86%
145	SW	TX	MFE	McAllen	McAllen Miller International	P	N	327,615	332,706	-1.53%
146	SO	NC	AVL	Asheville	Asheville Regional	P	N	318,395	361,617	-11.95%
147	EA	VA	ROA	Roanoke	Roanoke Regional/Woodrum Field	P	N	315,877	320,961	-1.58%
148	EA	VA	PHF	Newport News	Newport News/Williamsburg International	P	N	314,139	516,789	-39.21%
149	SW	TX	CRP	Corpus Christi	Corpus Christi International	P	N	313,969	322,903	-2.77%
150	SO	TN	CHA	Chattanooga	Lovell Field	P	N	313,861	304,399	3.11%
151	NM	OR	MFR	Medford	Rogue Valley International - Medford	P	N	313,638	301,742	3.94%
152	NM	MT	MSO	Missoula	Missoula International	P	N	303,886	292,501	3.89%
153	NE	ME	BGR	Bangor	Bangor International	P	N	302,610	391,597	-22.72%
154	GL	IN	SBN	South Bend	South Bend	P	N	299,592	305,386	-1.90%
155	SO	FL	DAB	Daytona Beach	Daytona Beach International	P	N	290,144	274,166	5.83%
156	GL	IL	PIA	Peoria	General Downing - Peoria International	P	N	286,507	249,898	14.65%
157	GL	WI	GRB	Green Bay	Austin Straubel International	P	N	282,973	352,157	-19.65%
158	GL	IN	FWA	Fort Wayne	Fort Wayne International	P	N	280,732	272,796	2.91%
159	SO	AL	MOB	Mobile	Mobile Regional	P	N	277,432	288,461	-3.82%
160	SW	LA	SHV	Shreveport	Shreveport Regional	P	N	276,460	265,104	4.28%
161	NM	WY	JAC	Jackson	Jackson Hole	P	N	274,343	279,065	-1.69%
162	EA	WV	CRW	Charleston	Yeager	P	N	272,901	282,704	-3.47%
163	SO	GA	AGS	Augusta	Augusta Regional at Bush Field	P	N	271,740	267,631	1.54%
164	SO	NC	FAY	Fayetteville	Fayetteville Regional/Grannis Field	P	N	255,406	259,445	-1.56%
165	GL	SD	RAP	Rapid City	Rapid City Regional	P	N	252,592	254,292	-0.67%
166	GL	IL	BMI	Bloomington-Normal	Central IL Regional Airport at Bloomington-Normal	P	N	240,181	284,852	-15.68%
167	GL	ND	BIS	Bismarck	Bismarck Municipal	P	N	239,018	197,181	21.22%
168	EA	VA	CHO	Charlottesville-Albemarle	Charlottesville-Albemarle Airport	P	N	230,097	216,957	6.06%
169	NM	OR	RDM	Redmond	Roberts Field	P	N	229,736	230,395	-0.29%
170	GL	WI	ATW	Appleton	Outagamie County Regional	P	N	229,248	242,346	-5.40%
171	SW	LA	LFT	Lafayette	Lafayette Regional	P	N	226,504	222,795	1.66%
172	GL	ND	MOT	Minot	Minot International	P	N	222,188	151,424	46.73%
173	EA	PA	AVP	Avoca	Wilkes-Barre/Scranton International	P	N	222,060	228,367	-2.76%
174	NM	CO	GJT	Grand Junction	Grand Junction Regional	P	N	217,369	217,988	-0.28%
175	SO	PR	BQN	Aguadilla	Rafael Hernandez	P	N	215,448	230,556	-6.55%
176	SO	FL	MLB	Melbourne	Melbourne International	P	N	215,300	207,829	3.59%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
177	NM	CO	ASE	Aspen	Aspen-Pitkin County/Sardy Field	P	N	214,892	221,256	-2.88%
178	SO	TN	TRI	Bristol/Johnson/Kingsport	Tri-Cities Regional TN/VA	P	N	206,904	220,586	-6.20%
179	GL	MI	LAN	Clinton (Township of)	Capital Region International	P	N	200,836	186,341	7.78%
180	SO	VI	STX	Christiansted	Henry E Rohlsen	P	N	200,727	184,331	8.89%
181	WP	NV	BVU	Boulder City	Boulder City Municipal	P	N	200,400	190,716	5.08%
182	WP	CA	MRY	Monterey	Monterey Regional	P	N	196,268	181,640	8.05%
183	NM	MT	GPI	Kalispell	Glacier Park International	P	N	192,439	179,064	7.47%
184	SO	FL	GNV	Gainesville	Gainesville Regional	P	N	190,461	177,282	7.43%
185	SW	LA	AEX	Alexandria	Alexandria International	P	N	189,476	188,286	0.63%
186	NM	MT	GTF	Great Falls	Great Falls International	P	N	186,790	168,158	11.08%
187	NM	CO	DRO	Durango	Durango-La Plata County	P	N	186,567	175,649	6.22%
188	EA	NY	SWF	Newburgh	Stewart International	P	N	185,389	209,966	-11.71%
189	SW	TX	GRK	Killeen	Robert Gray AAF	P	N	183,501	219,753	-16.50%
					Montgomery Regional (Dannelly Field)					
190	SO	AL	MGM	Montgomery	Field)	P	N	182,313	188,177	-3.12%
191	GL	MI	TVC	Traverse City	Cherry Capital	P	N	179,879	170,977	5.21%
192	NE	MA	ACK	Nantucket	Nantucket Memorial	P	N	179,128	169,352	5.77%
193	SO	NC	OAJ	Jacksonville	Albert J Ellis	P	N	174,358	170,118	2.49%
194	NM	CO	EGE	Eagle	Eagle County Regional	P	N	167,914	189,276	-11.29%
195	GL	IN	EVV	Evansville	Evansville Regional	P	N	164,767	169,426	-2.75%
196	NM	ID	IDA	Idaho Falls	Idaho Falls Regional	P	N	160,456	149,315	7.46%
197	GL	MN	DLH	Duluth	Duluth International	P	N	158,569	146,620	8.15%
198	WP	CA	BFL	Bakersfield	Meadows Field	P	N	152,456	148,347	2.77%
199	AL	AK	BET	Bethel	Bethel	P	N	148,168	152,366	-2.76%
200	WP	AZ	1G4	Peach Springs	Grand Canyon West	P	N	147,794	71,316	107.24%
201	EA	NY	ELM	Elmira	Elmira/Corning Regional	P	N	145,243	152,582	-4.81%
202	GL	ND	GFK	Grand Forks	Grand Forks International	P	N	137,953	118,872	16.05%
203	EA	PA	UNV	State College	University Park	P	N	137,599	144,054	-4.48%
204	CE	NE	LNK	Lincoln	Lincoln	P	N	135,085	135,647	-0.41%
205	GL	MI	MBS	Saginaw	MBS International	P	N	134,801	136,594	-1.31%
					Kalamazoo/Battle Creek International					
206	GL	MI	AZO	Kalamazoo	International	P	N	127,517	148,634	-14.21%
207	WP	CA	SBP	San Luis Obispo	San Luis County Regional	P	N	127,336	132,692	-4.04%
208	SO	NC	EWN	New Bern	Coastal Carolina Regional	P	N	125,873	124,085	1.44%
209	GL	WI	CWA	Mosinee	Central Wisconsin	P	N	120,449	135,965	-11.41%
210	EA	NY	ITH	Ithaca	Ithaca Tompkins Regional	P	N	119,608	121,733	-1.75%
211	EA	NY	PBG	Plattsburgh	Plattsburgh International	P	N	112,493	139,698	-19.47%
212	WP	AZ	IFP	Bullhead City	Laughlin/Bullhead International	P	N	110,799	113,280	-2.19%
214	EA	PA	ERI	Erie	Erie International/Tom Ridge Field	P	N	109,185	112,749	-3.16%
215	GL	IL	RFD	Rockford	Chicago/Rockford International	P	N	106,412	102,559	3.76%
216	WP	CA	STS	Santa Rosa	Charles M. Schulz - Sonoma County	P	N	105,728	102,414	3.24%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
217	EA	WV	HTS	Huntington	Tri-State/Milton J. Ferguson Field	P	N	105,548	112,522	-6.20%
218	EA	NY	BGM	Binghamton	Greater Binghamton/Edwin A Link Field	P	N	105,494	108,172	-2.48%
219	GL	MN	RST	Rochester	Rochester International	P	N	105,371	110,295	-4.46%
220	AL	AK	KTN	Ketchikan	Ketchikan International	P	N	103,136	102,086	1.03%
221	SW	TX	LRD	Laredo	Laredo International	P	N	102,247	101,780	0.46%
222	SW	LA	MLU	Monroe	Monroe Regional	P	N	101,034	107,290	-5.83%
223	NM	CO	HDN	Hayden	Yampa Valley	P	N	99,969	106,534	-6.16%
224	AL	AK	ENA	Kenai	Kenai Municipal	P	N	99,955	90,806	10.08%
225	SO	FL	PGD	Punta Gorda	Punta Gorda	P	N	99,897	147,698	-32.36%
226	GL	WI	LSE	La Crosse	La Crosse Municipal	P	N	97,321	102,958	-5.48%
227	SO	PR	PSE	Ponce	Mercedita	P	N	95,787	95,658	0.13%
228	NE	MA	HYA	Hyannis	Barnstable Municipal- Boardman/Polando Field	P	N	95,717	100,596	-4.85%
229	NM	MT	HLN	Helena	Helena Regional	P	N	95,374	100,695	-5.28%
230	EA	NY	IAG	Niagara Falls	Niagara Falls International	P	N	88,571	98,982	-10.52%
231	NM	WY	CPR	Casper	Casper/Natrona County International	P	N	88,013	77,758	13.19%
232	GL	IL	CMI	Savoy	University of Illinois-Willard	P	N	86,408	83,731	3.20%
233	SW	TX	BRO	Brownsville	Brownsville/South Padre Island International	P	N	86,090	85,244	0.99%
234	SW	AR	FSM	Fort Smith	Fort Smith Regional	P	N	84,751	84,136	0.73%
235	WP	AZ	NYL	Yuma	Yuma MCAS/Yuma International	P	N	81,377	82,420	-1.27%
236	EA	VA	LYH	Timberlake	Lynchburg Regional/Preston Glenn Field	P	N	79,889	73,821	8.22%
237	EA	PA	LBE	Latrobe	Arnold Palmer Regional	P	N	79,531	36,971	115.12%
238	GL	OH	TOL	Toledo	Toledo Express	P	N	78,757	81,127	-2.92%
239	AL	AK	ADQ	Kodiak	Kodiak	P	N	78,749	81,149	-2.96%
240	EA	MD	SBY	Salisbury	Salisbury-Ocean City Wicomico Regional	P	N	76,372	72,568	5.24%
241	NM	CO	MTJ	Montrose	Montrose Regional	P	N	75,296	87,228	-13.68%
242	SW	TX	ABI	Abilene	Abilene Regional	P	N	74,523	80,434	-7.35%
243	SO	GA	CSG	Columbus	Columbus	P	N	74,336	78,718	-5.57%
244	SW	TX	TYR	Tyler	Tyler Pounds Regional	P	N	73,841	72,602	1.71%
245	WP	HI	MKK	Kaunakakai	Molokai	P	N	72,421	82,136	-11.83%
246	SW	TX	CLL	College Station	Easterwood Field	P	N	70,551	71,555	-1.40%
247	CE	KS	MHK	Manhattan	Manhattan Regional	P	N	69,038	58,672	17.67%
248	AL	AK	SIT	Sitka	Sitka Rocky Gutierrez	P	N	68,222	65,193	4.65%
249	SO	SC	FLO	Florence	Florence Regional	P	N	67,745	68,169	-0.62%
250	GL	IL	SPI	Springfield	Abraham Lincoln Capital	P	N	65,756	71,862	-8.50%
251	WP	CA	SCK	Stockton	Stockton Metropolitan	P	N	63,149	56,044	12.68%

Rank	FAA Region	ST	Locid	City	Airport Name	Arprt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
252	AL	AK	OTZ	Kotzebue	Ralph Wien Memorial	P	N	63,032	62,738	0.47%
253	WP	AZ	FLG	Flagstaff	Flagstaff Pulliam	P	N	62,472	60,831	2.70%
254	NM	ID	LWS	Lewiston	Lewiston-Nez Perce County	P	N	62,197	62,845	-1.03%
255	SO	NC	PGV	Greenville	Pitt-Greenville	P	N	61,987	62,071	-0.14%
256	WP	CA	ACV	Arcata	Arcata	P	N	61,705	70,455	-12.42%
257	SO	SC	HXD	Hilton Head Island	Hilton Head	P	N	60,372	61,006	-1.04%
258	SW	TX	ACT	Waco	Waco Regional	P	N	59,836	61,164	-2.17%
259	AL	AK	OME	Nome	Nome	P	N	59,807	58,892	1.55%
261	NM	WA	YKM	Yakima	Yakima Air Terminal/McAllister Field	P	N	57,673	55,902	3.17%
262	SW	LA	LCH	Lake Charles	Lake Charles Regional	P	N	56,815	61,325	-7.35%
263	SW	TX	SJT	San Angelo	San Angelo Regional/Mathis Field	P	N	56,301	54,955	2.45%
264	SO	PR	VQS	Vieques	Antonio Rivera Rodriguez	P	N	56,266	55,647	1.11%
265	CE	NE	GRI	Grand Island	Central Nebraska Regional	P	N	56,138	47,167	19.02%
266	SW	OK	LAW	Lawton	Lawton-Fort Sill Regional	P	N	55,678	63,909	-12.88%
267	NM	UT	SGU	St. George	St George Municipal	P	N	53,977	48,582	11.10%
268	NM	WA	EAT	East Wenatchee	Pangborn Memorial	P	N	51,347	50,927	0.82%
269	NE	MA	MVY	Vineyard Haven	Marthas Vineyard	P	N	50,484	49,095	2.83%
270	WP	AS	PPG	Pago Pago	Pago Pago International	P	N	49,213	45,486	8.19%
271	WP	CA	CRQ	Carlsbad	McClellan-Palomar	P	N	48,474	45,518	6.49%
273	SW	NM	SAF	Santa Fe	Santa Fe Municipal	P	N	47,847	43,329	10.43%
274	NM	ID	SUN	Hailey	Friedman Memorial	P	N	47,734	50,885	-6.19%
275	SO	AL	DHN	Dothan	Dothan Regional	P	N	46,452	46,388	0.14%
276	WP	HI	LNY	Lanai City	Lanai	P	N	45,692	43,596	4.81%
278	WP	CA	SMX	Santa Maria	Santa Maria Public/Capt G Allan Hancock Field	P	N	44,737	41,620	7.49%
280	AL	AK	SCC	Deadhorse	Deadhorse	P	N	43,837	37,711	16.24%
281	AL	AK	BRW	Barrow	Wiley Post-Will Rogers Memorial	P	N	43,673	41,083	6.30%
284	CE	MO	COU	Columbia	Columbia Regional	P	N	41,573	40,990	1.42%
286	GL	ND	ISN	Williston	Sloulin Field International	P	N	40,667	28,202	44.20%
287	GL	OH	YNG	Youngstown	Youngstown-Warren Regional	P	N	40,102	37,048	8.24%
288	AL	AK	DLG	Dillingham	Dillingham	P	N	39,877	30,406	31.15%
289	AL	AK	HOM	Homer	Homer	P	N	39,167	35,863	9.21%
290	SO	MS	GTR	Columbus	Golden Triangle Regional	P	N	38,856	35,860	8.35%
291	SW	TX	SPS	Wichita Falls	Sheppard AFB/Wichita Falls Municipal	P	N	38,836	37,248	4.26%
292	NM	WA	PUW	Pullman	Pullman/Moscow Regional	P	N	38,547	39,134	-1.50%
293	GL	MI	SAW	Gwinn	Sawyer International	P	N	38,302	52,326	-26.80%
294	SO	GA	VLD	Valdosta	Valdosta Regional	P	N	37,030	38,066	-2.72%
295	NE	CT	HVN	New Haven	Tweed-New Haven	P	N	36,975	40,074	-7.73%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
297	AL	AK	AKN	King Salmon	King Salmon	P	N	35,803	40,345	-11.26%
298	NM	CO	FNL	Loveland	Fort Collins-Loveland Municipal	P	N	34,817	44,999	-22.63%
299	SW	NM	ROW	Roswell	Roswell International Air Center	P	N	34,652	37,262	-7.00%
300	SO	GA	ABY	Albany	Southwest Georgia Regional	P	N	33,494	33,627	-0.40%
301	WP	NV	EKO	Elko	Elko Regional	P	N	33,310	23,543	41.49%
302	NM	WY	GCC	Gillette	Gillette-Campbell County	P	N	32,714	32,846	-0.40%
303	CE	IA	DBQ	Dubuque	Dubuque Regional	P	N	32,389	36,148	-10.40%
304	NM	WA	ALW	Walla Walla	Walla Walla Regional	P	N	31,832	32,139	-0.96%
305	SO	GA	BQK	Brunswick	Brunswick Golden Isles	P	N	31,284	31,655	-1.17%
306	NM	CO	GUC	Gunnison	Gunnison-Crested Butte Regional	P	N	31,181	36,516	-14.61%
307	SO	KY	OWB	Owensboro	Owensboro-Daviess County	P	N	30,795	17,296	78.05%
308	AL	AK	DUT	Unalaska	Unalaska	P	N	30,735	30,048	2.29%
309	NM	UT	PVU	Provo	Provo Municipal	P	N	29,755	14,858	100.26%
310	WP	CA	RDD	Redding	Redding Municipal	P	N	29,175	38,290	-23.81%
311	SO	PR	RVR	Ceiba	Jose Aponte De La Torre	P	N	28,673	28,165	1.80%
312	NM	WY	COD	Cody	Yellowstone Regional	P	N	28,551	28,019	1.90%
313	NM	WY	RKS	Rock Springs	Rock Springs-Sweetwater County	P	N	28,270	26,219	7.82%
314	SW	AR	TXX	Texarkana	Texarkana Regional-Webb Field	P	N	28,080	28,698	-2.15%
315	WP	CA	MMH	Mammoth Lakes	Mammoth Yosemite	P	N	27,495	26,201	4.94%
316	CE	IA	SUX	Sioux City	Sioux Gateway/Col. Bud Day Field	P	N	27,168	28,137	-3.44%
318	NM	ID	TWF	Twin Falls	Joslin Field - Magic Valley Regional	P	N	26,059	38,533	-32.37%
319	EA	PA	IPT	Williamsport	Williamsport Regional	P	N	25,974	24,508	5.98%
320	GL	MI	CMX	Hancock	Houghton County Memorial Pellston Regional Airport of Emmet County	P	N	25,545	23,024	10.95%
321	GL	MI	PLN	Pellston	County	P	N	24,864	22,708	9.49%
322	GL	SD	ABR	Aberdeen	Aberdeen Regional	P	N	24,822	24,503	1.30%
323	CE	MO	JLN	Joplin	Joplin Regional	P	N	24,489	27,379	-10.56%
325	GL	ND	DIK	Dickinson	Dickinson - Theodore Roosevelt Regional	P	N	23,729	19,001	24.88%
326	WP	AZ	PGA	Page	Page Municipal	P	N	23,462	23,938	-1.99%
327	NM	WA	BFI	Seattle	Boeing Field/King County International	P	N	23,078	34,434	-32.98%
328	GL	WI	EAU	Eau Claire	Chippewa Valley Regional	P	N	22,907	19,097	19.95%
329	GL	MN	BJI	Bemidji	Bemidji Regional	P	N	22,374	23,910	-6.42%
331	NM	ID	PIH	Arbon Valley	Pocatello Regional	P	N	22,214	21,566	3.00%
332	GL	MI	CVX	Charlevoix	Charlevoix Municipal	P	N	21,309	16,852	26.45%
333	AL	AK	LHD	Anchorage	Lake Hood	P	N	21,033	23,497	-10.49%
334	NM	MT	BTM	Butte	Bert Mooney	P	N	20,895	24,806	-15.77%
335	SO	KY	PAH	Paducah	Barkley Regional	P	N	20,734	17,978	15.33%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
336	AI	AK	MRI	Anchorage	Merrill Field	P	N	20,163	23,344	-13.63%
337	GL	MI	CIU	Sault Ste. Marie	Chippewa County International	p	N	19,824	18,717	5.91%
338	CE	IA	ALO	Waterloo	Waterloo Regional	P	N	19,522	22,297	-12.45%
339	WP	CA	CIC	Chico	Chico Municipal	P	N	19,269	20,881	-7.72%
340	SO	PR	SIG	San Juan	Fernando Luis Ribas Dominicci	P	N	18,901	20,353	-7.13%
341	AL	AK	PSG	Petersburg	Petersburg James A Johnson	P	N	18,800	18,318	2.63%
342	SW	TX	GGG	Longview	East Texas Regional	p	N	18,787	21,112	-11.01%
344	CE	KS	GCK	Garden City	Garden City Regional	P	N	18,375	11,690	57.19%
345	NM	OR	OTH	North Bend	Southwest Oregon Regional	P	N	18,283	22,066	-17.14%
346	GL	MI	MKG	Muskegon	Muskegon County	P	N	17,816	14,101	26.35%
347	SW	NM	HOB	Hobbs	Lea County Regional	P	N	17,111	7,346	132.93%
349	EA	NY	ART	Watertown	Watertown International	P	N	16,988	4,449	281.84%
351	SW	NM	FMN	Farmington	Four Corners Regional	P	N	16,337	16,322	0.09%
352	AL	AK	VDZ	Valdez	Valdez Pioneer Field	P	N	16,087	16,147	-0.37%
353	AL	AK	CDV	Cordova	Merle K (Mudhole) Smith	P	N	16,061	17,731	-9.42%
354	NM	UT	CDC	Cedar City	Cedar City Regional	P	N	15,881	8,690	82.75%
355	NE	ME	RKD	Rockland	Knox County Regional	P	N	15,720	16,680	-5.76%
356	GL	MN	BRD	Brainerd	Brainerd Lakes Regional	P	N	15,630	17,574	-11.06%
357	GL	MN	INL	International Falls	Falls International	P	N	15,240	15,157	0.55%
358	NM	OR	LMT	Klamath Falls	Klamath Falls	P	N	15,237	15,856	-3.90%
359	AL	AK	ANI	Aniak	Aniak	P	N	15,220	16,217	-6.15%
361	EA	VA	SHD	Weyers Cave	Shenandoah Valley Regional	P	N	15,179	12,033	26.14%
362	NM	WY	CYS	Cheyenne	Cheyenne Regional/Jerry Olson Field	P	N	15,010	25,112	-40.23%
364	WP	CA	MOD	Modesto	Modesto City County-Harry Sham Field	P	N	14,741	18,683	-21.10%
365	AL	AK	GAL	Galena	Edward G. Pitka Sr	P	N	14,563	10,862	34.07%
366	SO	MS	MEI	Meridian	Key Field	P	N	14,432	18,008	-19.86%
368	SO	MS	PIB	Moselle	Hattiesburg-Laurel Regional	P	N	13,857	16,095	-13.90%
371	GL	MI	ESC	Escanaba	Delta County	P	N	13,480	13,478	0.01%
372	WP	MP	GRO	Rota Island	Benjamin Taisacan Mangiona International	P	N	13,206	20,961	-37.00%
373	NM	WY	RIW	Riverton	Riverton Regional	P	N	13,189	14,299	-7.76%
375	AL	AK	UNK	Unalakleet	Unalakleet	P	N	13,070	12,332	5.98%
376	GL	MI	APN	Alpena	Alpena County Regional	P	N	13,011	12,320	5.61%
377	NM	WY	SHR	Sheridan	Sheridan County	P	N	12,889	13,324	-3.26%
378	AL	AK	KSM	St Mary's	St Mary's	P	N	12,711	12,415	2.38%
379	WP	CA	CEC	Crescent City	Jack McNamara Field	P	N	12,547	14,887	-15.72%
380	CE	NE	EAR	Kearney	Kearney Regional	P	N	12,480	11,019	13.26%
381	NE	ME	PQI	Presque Isle	Northern Maine Regional Airport at Presque Isle	p	N	12,412	14,264	-12.98%

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382	AL	AK	MBA	Manokotak	Manokotak	P	N	12,363	11,828	4.52%
383	NE	MA	EWB	New Bedford	New Bedford Regional	P	N	12,256	11,152	9.90%
385	GL	MN	HIB	Hibbing	Range Regional	P	N	11,921	12,272	-2.86%
386	NM	MT	SDY	Sidney	Sidney-Richland Municipal	P	N	11,858	5,557	113.39%
388	GL	SD	PIR	Pierre	Pierre Regional	P	N	11,685	14,802	-21.06%
389	SW	TX	DRT	Del Rio	Del Rio International	P	N	11,632	8,438	37.85%
390	NE	MA	PVC	Provincetown	Provincetown Municipal	P	N	11,580	10,967	5.59%
391	NM	WA	FHR	Friday Harbor	Friday Harbor	P	N	11,555	11,283	2.41%
392	GL	IN	GYG	Gary	Gary/Chicago International	P	N	11,443	1,420	705.85%
393	AL	AK	WRG	Wrangell	Wrangell	P	N	11,434	11,674	-2.06%
394	GL	IL	MWA	Marion	Williamson County Regional	P	N	11,411	10,558	8.08%
					North Platte Regional Airport Lee					
395	CE	NE	LBF	North Platte	Bird Field	P	N	11,210	10,962	2.26%
396	GL	WI	RHI	Rhineland	Rhineland-Oneida County	P	N	11,119	26,764	-58.46%
397	NE	MA	BED	Bedford	Laurence G Hanscom Field	P	N	11,097	10,893	1.87%
398	EA	WV	LWB	Lewisburg	Greenbrier Valley	P	N	10,849	17,281	-37.22%
399	NE	RI	BID	Block Island	Block Island State	P	N	10,841	10,164	6.66%
403	CE	KS	LBL	Liberal	Liberal Mid-America Regional	P	N	10,487	8,007	30.97%
404	CE	KS	HYS	Hays	Hays Regional	P	N	10,381	11,397	-8.91%
					Western Nebraska					
405	CE	NE	BFF	Scottsbluff	Regional/William B. Heilig Field	P	N	10,356	9,912	4.48%
					Morgantown Municipal-Walter L.					
406	EA	WV	MGW	Morgantown	Bill Hart Field	P	N	10,239	10,674	-4.08%
					Hagerstown Regional-Richard A					
407	EA	MD	HGR	Hagerstown	Henson Field	P	N	10,207	5,618	81.68%
408	WP	MP	TNI	Tinian (Municipality)	Tinian International	P	N	10,203	16,706	-38.93%
409	NE	NH	LEB	Lebanon	Lebanon Municipal	P	N	10,191	9,106	11.92%
410	GL	IL	UIN	Quincy	Quincy Regional-Baldwin Field	P	N	10,165	9,083	11.91%
411	EA	WV	CKB	Clarksburg	North Central West Virginia	P	N	10,153	12,012	-15.48%
412	AL	AK	YAK	Yakutat	Yakutat	P	N	10,100	10,517	-3.97%
413	AL	AK	HNS	Haines	Haines	P	N	10,093	8,618	17.12%
414	NE	RI	WST	Westerly	Westerly State	P	N	10,067	9,203	9.39%
415	NE	ME	BHB	Bar Harbor	Hancock County-Bar Harbor	P	N	10,006	12,510	-20.02%
			251	Nonhubs						
			389	Primary Airports						
417	AL	AK	ENM	Emmonak	Emmonak	CS	None	9,854	9,174	7.41%
418	NM	CO	PUB	Pueblo	Pueblo Memorial	CS	None	9,812	22,470	-56.33%
419	AL	AK	HNH	Hoonah	Hoonah	CS	None	9,564	10,815	-11.57%
420	AL	AK	GST	Gustavus	Gustavus	CS	None	9,509	11,537	-17.58%

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422	AL	AK	CDB	Cold Bay	Cold Bay	CS	None	9,463	9,395	0.72%
423	SO	PR	CPX	Culebra	Benjamin Rivera Noriega	CS	None	9,455	8,979	5.30%
425	GL	MI	IMT	Iron Mountain	Ford	CS	None	8,755	11,324	-22.69%
429	EA	WV	PKB	Parkersburg	Mid-Ohio Valley Regional	CS	None	8,292	7,551	9.81%
430	SO	MS	TUP	Tupelo	Tupelo Regional	CS	None	8,191	12,615	-35.07%
432	NM	WY	LAR	Laramie	Laramie Regional	CS	None	8,131	8,493	-4.26%
433	NM	UT	CNY	Moab	Canyonlands Field	CS	None	7,955	9,181	-13.35%
434	AL	AK	FYU	Fort Yukon	Fort Yukon	CS	None	7,948	9,444	-15.84%
435	CE	MO	TBN	Fort Leonard Wood (U.S. Army)	Waynesville-St. Robert Regional Forney Field	CS	None	7,894	6,978	13.13%
436	CE	IA	BRL	Burlington	Southeast Iowa Regional	CS	None	7,887	7,020	12.35%
437	NM	CO	TEX	Telluride	Telluride Regional	CS	None	7,828	11,017	-28.95%
438	GL	IL	DEC	Decatur	Decatur	CS	None	7,753	7,808	-0.70%
439	EA	NY	FRG	North Babylon	Republic	CS	None	7,752	8,638	-10.26%
440	NM	CO	CEZ	Cortez	Cortez Municipal	CS	None	7,548	6,989	8.00%
441	AL	AK	SGY	Skagway	Skagway	CS	None	7,532	8,244	-8.64%
442	NM	UT	VEL	Vernal	Vernal Regional	CS	None	7,370	5,645	30.56%
445	AL	AK	ILI	Iliamna	Iliamna	CS	None	7,036	7,396	-4.87%
446	WP	CA	IYK	Inyokern	Inyokern	CS	None	7,024	8,711	-19.37%
447	EA	PA	JST	Johnstown	John Murtha Johnstown-Cambria County San Luis Valley Regional/Bergman	CS	None	6,986	7,956	-12.19%
448	NM	CO	ALS	Alamosa	Field	CS	None	6,959	7,104	-2.04%
449	AL	AK	AQH	Quinhagak	Quinhagak	CS	None	6,583	6,392	2.99%
450	GL	OH	LCK	Columbus	Rickenbacker International	CS	None	6,513	7,597	-14.27%
451	EA	NJ	TTN	Trenton	Trenton Mercer	CS	None	6,459	3,414	89.19%
452	GL	SD	ATY	Watertown	Watertown Regional	CS	None	6,254	8,984	-30.39%
453	CE	MO	CGI	Scott City	Cape Girardeau Regional	CS	None	6,232	5,940	4.92%
454	CE	KS	DDC	Dodge City	Dodge City Regional	CS	None	6 155	4,501	36.75%
457	CE	IA	MOW	Mason City	Mason City Municipal	CS	None	6,029	11,594	-48.00%

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458	EA	NY	SLK	Saranac Lake	Adirondack Regional	CS	None	6,018	5,770	4.30%
459	NE	VT	RUT	Rutland	Rutland - Southern Vermont Regional	CS	None	5,916	5,997	-1.35%
460	SO	PR	MAZ	Mayaguez	Eugenio Maria De Hostos	CS	None	5,856	4,961	18.04%
461	NM	WA	CLM	Port Angeles	William R Fairchild International	CS	None	5,853	8,242	-28.99%
462	EA	PA	LNS	Lititz	Lancaster	CS	None	5,779	7,575	-23.71%
465	CE	MO	IRK	Kirksville	Kirksville Regional	CS	None	5,744	5,100	12.63%
466	CE	IA	FOD	Fort Dodge	Fort Dodge Regional	CS	None	5,625	10,866	-48.23%
467	SW	TX	BPT	Beaumont	Jack Brooks Regional	CS	None	5,571	13,670	-59.25%
468	AL	AK	VAK	Chevak	Chevak	CS	None	5,559	5,578	-0.34%
469	AL	AK	IIK	Kipnuk	Kipnuk	CS	None	5,527	5,780	-4.38%
470	WP	CA	IPL	Imperial	Imperial County	CS	None	5,491	6,136	-10.51%
471	AL	AK	HPB	Hooper Bay	Hooper Bay	CS	None	5,368	6,039	-11.11%
472	GL	MI	SJX	Beaver Island	Beaver Island	CS	None	5,368	0	0.00%
473	SW	AR	HRO	Harrison	Boone County	CS	None	5,347	2,771	92.96%
474	SO	MS	GLH	Greenville	Mid Delta Regional	CS	None	5,181	7,417	-30.15%
475	WP	AZ	PRC	Prescott	Ernest A. Love Field	CS	None	5,152	5,159	-0.14%
476	AL	AK	WLK	Selawik	Selawik	CS	None	5,135	4,922	4.33%
477	EA	PA	DUJ	Brookville	Dubois Regional	CS	None	5,074	5,986	-15.24%
478	NM	OR	PDT	Pendleton	Eastern Oregon Regional at Pendleton	CS	None	5,066	4,952	2.30%
479	EA	NY	OGS	Ogdensburg	Ogdensburg International	CS	None	5,033	3,589	40.23%
480	NM	MT	WYS	West Yellowstone	Yellowstone	CS	None	4,965	5,323	-6.73%
481	EA	NY	MSS	Massena	Massena International-Richards Field	CS	None	4,964	4,396	12.92%
482	AL	AK	Z09	Kasigluk	Kasigluk	CS	None	4,804	4,674	2.78%
483	NE	ME	AUG	Augusta	Augusta State	CS	None	4,791	5,611	-14.61%
484	WP	CA	MER	Atwater	Castle	CS	None	4,790	0	0.00%
486	SW	AR	JBR	Jonesboro	Jonesboro Municipal	CS	None	4,730	989	378,26%
487	AL	AK	WTK	Noatak	Noatak	CS	None	4,721	4,549	3.78%

Rank	FAA Region	ST	Locid	City	Airport Name	Arpt Category	Hub	CY 12 Enplanements	CY 11 Enplanements	% Change
488	AL	AK	MCG	McGrath	McGrath	CS	None	4,671	5,519	-15.37%
489	AL	AK	MOU	Mountain Village	Mountain Village	CS	None	4,614	5,299	-12.93%
490	SW	TX	VCT	Victoria	Victoria Regional	CS	None	4,597	5,200	-11.60%
491	AL	AK	D76	Noorvik	Robert /Bob/ Curtis Memorial	CS	None	4,588	4,065	12.87%
492	AL	AK	OOK	Toksook Bay	Toksook Bay	CS	None	4,524	4,338	4.29%
493	AL	AK	CXF	Coldfoot	Coldfoot	CS	None	4,509	340	1226.18%
495	AL	AK	CFK	Chefornak	Chefornak	CS	None	4,455	4,087	9.00%
496	AL	AK	PHO	Point Hope	Point Hope	CS	None	4,399	4,484	-1.90%
497	AL	AK	SOV	Seldovia	Seldovia	CS	None	4,294	4,538	-5.38%
498	NM	UT	OGD	Ogden	Ogden-Hinckley	CS	None	4,290	121	3445.45%
499	SO	AL	MSL	Muscle Shoals	Northwest Alabama Regional	CS	None	4,160	7,812	-46.75%
500	AL	AK	SCM	Scammon Bay	Scammon Bay	CS	None	4,021	4,510	-10.84%
501	AL	AK	SDP	Sand Point	Sand Point	CS	None	3,984	4,843	-17.74%
502	AL	AK	MTM	Metlakatla	Metlakatla	CS	None	3,927	3,657	7.38%
503	WP	AZ	SOW	Show Low	Show Low Regional	CS	None	3,852	3,996	-3.60%
504	AL	AK	AKP	Anaktuvuk Pass	Anaktuvuk Pass	CS	None	3,798	3,917	-3.04%
506	AL	AK	AUK	Alakanuk	Alakanuk	CS	None	3,756	3,378	11.19%
507	AL	AK	2A9	Kotlik	Kotlik	CS	None	3,740	4,035	-7.31%
508	WP	CA	MCE	Merced	Merced Regional//Macready Field	CS	None	3,724	3,181	17.07%
509	NM	WA	ORS	Eastsound	Orcas Island	CS	None	3,703	3,410	8.59%
510	AL	AK	IAN	Kiana	Bob Baker Memorial	CS	None	3,683	3,267	12.73%
511	AL	AK	KWT	Kwethluk	Kwethluk	CS	None	3,662	3,579	2.32%
512	AL	AK	A61	Tuntutuliak	Tuntutuliak	CS	None	3,610	3,585	0.70%
513	GL	ND	JMS	Jamestown	Jamestown Regional	CS	None	3,544	5,355	-33.82%
514	AL	AK	EEK	Eek	Eek	CS	None	3,542	3,618	-2.10%
515	AL	AK	AWI	Wainwright	Wainwright	CS	None	3,531	3,638	-2.94%
516	CE	KS	SLN	Salina	Salina Regional	CS	None	3,526	2,657	23.42%

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517	AL	AK	SVA	Savoonga	Savoonga	CS	None	3,525	4,083	-13.67%
518	AL	AK	BVK	Buckland	Buckland	CS	None	3,509	3,338	5.12%
519	AL	AK	KLG	Kalskag	Kalskag	CS	None	3,506	3,538	-0.90%
520	AL	AK	16A	Nunapitchuk	Nunapitchuk	CS	None	3,505	3,482	0.66%
521	AL	AK	GAM	Gambell	Gambell	CS	None	3,483	3,429	1.57%
522	AL	AK	DUY	Kongiganak	Kongiganak	CS	None	3,408	3,947	-13.66%
523	WP	CA	VIS	Visalia	Visalia Municipal	CS	None	3,354	2,980	12.55%
524	AL	AK	GGV	Kwigillingok	Kwigillingok	CS	None	3,340	3,625	-7.86%
525	AL	AK	KVL	Kivalina	Kivalina	CS	None	3,337	3,274	1.92%
527	EA	PA	AOO	Altoona	Altoona-Blair County	CS	None	3,256	4,107	-20.72%
528	AL	AK	CGA	Craig	Craig	CS	None	3,246	3,470	-6.46%
529	WP	HI	LUP	Kalaupapa	Kalaupapa	CS	None	3,186	520	512.69%
530	EA	NY	JHW	Jamestown	Chautauqua County/Jamestown	CS	None	3,173	3,483	-8.90%
531	AL	AK	OAK	Pilot Station	Pilot Station	CS	None	3,172	3,641	-12.88%
532	AL	AK	SHH	Shishmaref	Shishmaref	CS	None	3,171	2,989	6.09%
533	AL	AK	Z13	Akiachak	Akiachak	CS	None	3,135	3,499	-10.40%
535	SW	AR	ELD	El Dorado	South Arkansas Regional at Goodwin Field	CS	None	3,059	1,803	69.66%
538	AL	AK	6R7	Old Harbor	Old Harbor	CS	None	3,010	3,239	-7.07%
540	NM	MT	OLF	Wolf Point	L M Clayton	CS	None	2,987	1,479	101.96%
541	AL	AK	SNP	Saint Paul Island	St Paul Island	CS	None	2,987	2,830	5.55%
542	GL	ND	DVL	Devils Lake	Devils Lake Regional	CS	None	2,976	5,599	-46.85%
543	AL	AK	HLA	Huslia	Huslia	CS	None	2,948	3,232	-8.79%
544	AL	AK	TAL	Tanana	Ralph M Calhoun Memorial	CS	None	2,897	3,166	-8.50%
546	AL	AK	MDM	Marshall	Marshall Don Hunter Sr	CS	None	2,879	3,376	-14.72%
547	GL	MI	PTK	Pontiac	Oakland County International	CS	None	2,876	1,437	100.14%
548	AL	AK	TLT	Tuluksak	Tuluksak	CS	None	2,857	2,923	-2.26%
549	GL	MI	MBL	Manistee	Manistee County-Blacker	CS	None	2,822	11,220	-74.85%

<u>Rank</u>	<u>FAA Region</u>	<u>ST</u>	<u>Locid</u>	<u>City</u>	<u>Airport Name</u>	<u>Arpt Category</u>	<u>Hub</u>	<u>CY 12 Enplanements</u>	<u>CY 11 Enplanements</u>	<u>% Change</u>
550	GL	MN	TVF	Thief River Falls	Thief River Falls Regional	CS	None	2,819	2,418	16.58%
551	AL	AK	KTB	Thorne Bay	Thome Bay	CS	None	2,799	2,621	6.79%
552	NM	WY	WRL	Worland	Worland Municipal	CS	None	2,795	3,070	-8.96%
553	SW	NM	CNM	Carlsbad	Cavern City Air Terminal	CS	None	2,776	2,707	2.55%
554	AL	AK	RSH	Russian Mission	Russian Mission	CS	None	2,770	2,916	-5.01%
556	AL	AK	KEB	English Bay	Nanwalek	CS	None	2,705	2,696	0.33%
558	AL	AK	EWU	Newtok	Newtok	CS	None	2,652	2,352	12.76%
560	AL	AK	WBB	Stebbins	Stebbins	CS	None	2,621	2,880	-8.99%
561	AL	AK	ELI	Elim	Elim	CS	None	2,609	2,570	1.52%
562	AL	AK	2A3	Larsen Bay	Larsen Bay	CS	None	2,585	2,753	-6.10%
563	AL	AK	4K5	Ouzinkie	Ouzinkie	CS	None	2,535	3,309	-23.39%
564	EA	WV	BKW	Beckley	Raleigh County Memorial	CS	None	2,534	2,966	-14.57%
565	GL	MI	IWD	Ironwood	Gogebic-Iron County	CS	None	2,532	3,391	-25.33%
			125	Non-primary Commercial Service						
			614	Commercial Service Airports						