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AMR CORP
Form S-4/A
May 20, 2013
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As filed with the Securities and Exchange Commission on May 20, 2013

Registration No. 333-187933

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AMR Corporation

(Exact name of registrant as specified in its charter)

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Delaware
(State or other jurisdiction of
incorporation)

4512
(Primary Standard Industrial
Classification Code Number)
4333 Amon Carter Blvd.

75-1825172
(I.R.S. Employer
Identification Number)

Fort Worth, Texas 76155

(817) 963-1234

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

Gary F. Kennedy

AMR Corporation

Senior Vice President, General Counsel, and Chief Compliance Officer

4333 Amon Carter Blvd.

Fort Worth, Texas 76155

(817) 963-1234

(Name, Address, including Zip Code, and Telephone Number, including Area Code, of Agent for Service)

With copies to:

Thomas A. Roberts	Mary R. Korby	Stephen L. Johnson	Anthony J. Richmond
Weil, Gotshal & Manges LLP	K&L Gates LLP	US Airways Group, Inc.	Latham & Watkins LLP
200 Crescent Court, Suite 300	1717 Main Street, Suite 2800	Executive Vice President Corporate	140 Scott Drive
Dallas, Texas 75201	Dallas, Texas 75201	and Government Affairs	Menlo Park, California 94025
(214) 746-7700	(214) 939-5500	111 West Rio Salado Parkway	(650) 328-4600
		Tempe, Arizona 85281	
		(480) 693-0800	

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Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective and upon completion of the merger described in the enclosed document.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer

Non-accelerated filer (Do not check if a small reporting company)

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Accelerated filer

Smaller reporting company

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Issuer Third Party Tender Offer)

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a) of the Securities Act, may determine.

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The information in this proxy statement/prospectus is not complete and may be changed. AMR Corporation may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This proxy statement/prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY SUBJECT TO COMPLETION DATED MAY 20, 2013

MERGER PROPOSED YOUR VOTE IS VERY IMPORTANT

To Our Stockholders:

On behalf of the board of directors of US Airways Group, Inc., we invite you to attend the 2013 annual meeting of stockholders to be held at _____, on _____, 2013 at _____, local time.

As previously announced, the board of directors of US Airways Group has unanimously approved the merger of US Airways Group with AMR Merger Sub, Inc., a wholly-owned subsidiary of AMR Corporation, pursuant to the terms and conditions of that certain Agreement and Plan of Merger, dated as of February 13, 2013, as amended, by and among AMR, US Airways Group, and AMR Merger Sub. The merger will create a premier global airline that our board believes will have the scale, breadth, and capabilities to compete more effectively and profitably in the global marketplace. AMR, as reorganized following emergence from its Chapter 11 proceedings currently pending in the U.S. Bankruptcy Court for the Southern District of New York, will be the ultimate parent of the combined airline and will be renamed American Airlines Group Inc., or AAG. The combined airline will present a single brand name to consumers American Airlines®.

The merger cannot be completed unless US Airways Group stockholders vote in favor of the adoption of the merger agreement. The obligations of US Airways Group and AMR to complete the merger are also subject to the satisfaction or waiver of other conditions, including clearance from regulatory agencies. The merger is to be effected pursuant to a plan of reorganization of AMR and certain of its subsidiaries in connection with their Chapter 11 proceedings. The plan of reorganization is subject to confirmation and consummation in accordance with the requirements of the Bankruptcy Code.

If the merger is completed, holders of US Airways Group common stock will receive one share of newly issued common stock of AAG for each share of US Airways Group common stock they own, subject to the terms and conditions of the merger agreement. The aggregate number of shares of AAG common stock issuable to holders of US Airways Group equity instruments (including stockholders, holders of convertible notes, optionees, and holders of restricted stock units) will represent 28% of the diluted equity ownership of AAG. The remaining 72% diluted equity ownership in AAG will be distributable, pursuant to the plan of reorganization, to stakeholders, labor unions, and certain employees of AMR and its debtor subsidiaries.

US Airways Group common stock currently trades on the NYSE under the symbol LCC. It is a condition to the completion of the merger that the shares of AAG common stock to be issued to US Airways Group equity holders pursuant to the merger be authorized for listing on the NYSE or NASDAQ.

We intend for the merger to qualify as a reorganization for U.S. federal income tax purposes, and the completion of the merger is conditioned on the receipt by each of US Airways Group and AMR of an opinion from its outside counsel to the effect that the merger will qualify as such a reorganization. Assuming the merger qualifies as a reorganization, US Airways Group stockholders generally will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of shares of US Airways Group common stock for shares of newly issued common stock of AAG in connection with the merger.

The board of directors of US Airways Group has determined that the merger agreement and the merger are advisable and in the best interests of US Airways Group and its stockholders and has unanimously approved the merger agreement and the merger.

We are asking you to vote to adopt the merger agreement at the 2013 annual meeting of stockholders. At the 2013 annual meeting of stockholders, you will also be asked to vote on the election of US Airways Group directors and other matters.

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The accompanying proxy statement/prospectus is the proxy statement of US Airways Group for the 2013 annual meeting of stockholders and also the prospectus of AMR for the common stock of AAG that will be issued to US Airways Group equity holders in connection with the merger. More information about US Airways Group, AMR, AAG, the merger agreement, the merger, the plan of reorganization, the business to be conducted at the meeting, and the procedures to be followed at the meeting is contained in the accompanying proxy statement/prospectus. **We encourage you to read the accompanying proxy statement/prospectus carefully before voting, including the section entitled Risk Factors beginning on page 41.**

The board of directors of US Airways Group unanimously recommends that US Airways Group's stockholders vote **FOR** the proposal to adopt the merger agreement, **FOR** the proposal to approve, on a non-binding, advisory basis, the merger-related compensation of US Airways Group's named executive officers as disclosed in the attached proxy statement/prospectus, **FOR** the adjournment of the 2013 annual meeting of stockholders, if necessary, to solicit additional proxies in favor of the proposal to adopt the merger agreement if there are not sufficient votes at the time of such adjournment to adopt the merger agreement, and **FOR** each of the other proposals described in the accompanying proxy statement/prospectus.

We cannot complete the merger unless the stockholders of US Airways Group vote to adopt the merger agreement. Your vote is very important, regardless of the number of shares you own. Whether or not you plan to attend the 2013 annual meeting of stockholders in person, we request that you complete, date, sign, and return the enclosed proxy card (if you received US Airways Group's proxy materials by mail), or, if your proxy card includes instructions for using these methods, vote by telephone or over the Internet as directed by the instructions provided on your proxy card. Of course, returning your proxy does not prevent you from attending the 2013 annual meeting of stockholders and voting your shares in person. If you choose to attend the 2013 annual meeting of stockholders in person, you may revoke your proxy and cast your vote at the meeting.

If you plan to attend the 2013 annual meeting of stockholders in person, are a stockholder of record and received US Airways Group's proxy materials by mail, please mark your proxy card in the space provided for that purpose. An admission ticket is included with the proxy card for each stockholder of record. If your shares are not registered in your own name but rather held in street name and you would like to attend the 2013 annual meeting of stockholders in person, please ask the broker, bank, or other nominee that holds the shares to provide you with evidence of your share ownership. Please be sure to bring the admission ticket or evidence of your share ownership to the meeting.

Sincerely,

W. Douglas Parker

Chairman of the Board and

Chief Executive Officer

The accompanying proxy statement/prospectus is dated _____, 2013, and is first being mailed to stockholders of US Airways Group on or about _____, 2013.

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US AIRWAYS GROUP, INC.

111 WEST RIO SALADO PARKWAY

TEMPE, ARIZONA 85281

NOTICE OF 2013 ANNUAL MEETING OF STOCKHOLDERS

TO BE HELD ON _____, 2013

_____ , 2013

NOTICE IS HEREBY GIVEN that the 2013 annual meeting of stockholders of US Airways Group, Inc., a Delaware corporation ("US Airways Group"), will be held at _____, on _____, 2013 at _____, local time, for the purposes of considering and acting upon:

a proposal to adopt the Agreement and Plan of Merger, as amended (the "Merger Agreement"), dated as of February 13, 2013, by and among US Airways Group, AMR Corporation ("AMR"), and AMR Merger Sub, Inc., a wholly-owned subsidiary of AMR ("AMR Merger Sub");

a proposal to consider and approve, on a non-binding, advisory basis, the merger-related compensation of US Airways Group's named executive officers as disclosed in the attached proxy statement/prospectus;

a proposal to approve the adjournment of the 2013 annual meeting of stockholders, if necessary, to solicit additional proxies in favor of the proposal to adopt the Merger Agreement if there are not sufficient votes at the time of such adjournment to adopt the Merger Agreement;

a proposal to elect two directors in Class II to the board of directors of US Airways Group to serve until the 2016 annual meeting of stockholders of US Airways Group and until their respective successors have been duly elected and qualified;

a proposal to ratify the appointment of KPMG LLP as the independent registered public accounting firm of US Airways Group for the fiscal year ending December 31, 2013;

a proposal to consider and approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers as disclosed in the attached proxy statement/prospectus; and

such other business as properly may come before the 2013 annual meeting of stockholders or any adjournments or postponement thereof the board of directors of US Airways Group is not aware of any other business to be presented to a vote of the stockholders at the 2013 annual meeting of stockholders.

Information relating to the above matters is set forth in the attached proxy statement/prospectus, which is incorporated into this notice by reference. The board of directors of US Airways Group has fixed the close of business on _____, 2013 as the record date for determination of US Airways Group stockholders entitled to receive notice of, and to vote at, the 2013 annual meeting of stockholders or any adjournments or postponement thereof. A list of the names of US Airways Group stockholders of record will be available for ten days prior to the 2013 annual meeting of stockholders for any purpose germane to the 2013 annual meeting of stockholders between the hours of 9:00 a.m. and 5:00 p.m., local time, at US Airways Group's headquarters, 111 West Rio Salado Parkway, Tempe, Arizona 85281. The US Airways Group stockholder list will also be available at the 2013 annual meeting of stockholders for examination by any stockholder present at the 2013 annual meeting of

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stockholders.

If you do not expect to attend the 2013 annual meeting of stockholders in person, you are requested to vote by submitting a proxy for your shares using the toll-free number or the website provided on your proxy card, if your proxy card includes instructions for using these quick, cost-effective, and easy methods for submitting proxies or if you received US Airways Group's proxy materials by mail, completing, signing, and dating the enclosed proxy card and returning it without delay in the enclosed envelope, which requires no postage stamp if mailed in the U.S.

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Voting by phone, Internet, or mail will not prevent you from later revoking your proxy and voting in person at the 2013 annual meeting of stockholders. If you want to vote at the 2013 annual meeting of stockholders, but your shares are held in street name by a broker, bank, or other nominee, you will need to obtain proof of ownership as of _____, 2013 and a proxy to vote the shares from your broker, bank, or other nominee.

By Order of the Board of Directors of US Airways Group,

Caroline B. Ray

Corporate Secretary

Tempe, Arizona

, 2013

The accompanying proxy statement/prospectus provides a detailed description of the Merger Agreement, the merger, and the other matters to be considered at the 2013 annual meeting of stockholders. We urge you to read the accompanying proxy statement/prospectus, including any documents incorporated by reference into the accompanying proxy statement/prospectus, and its annexes carefully and in their entirety, including the section entitled "Risk Factors" beginning on page 41. If you have any questions concerning the Merger Agreement, the other proposals, or the accompanying proxy statement/prospectus, would like additional copies of the accompanying proxy statement/prospectus, or need help voting your shares, please contact US Airways Group's proxy solicitor:

MacKenzie Partners, Inc.

105 Madison Avenue

New York, NY 10016

(800) 322-2885

Important notice regarding the Internet availability of proxy materials for the 2013 annual meeting of stockholders to be held on _____, 2013: This notice of 2013 annual meeting of stockholders, the accompanying proxy statement/prospectus, and US Airways Group's Annual Report on Form 10-K for the fiscal year ended December 31, 2012 are available at www.proxyvote.com.

PLEASE READ THE ACCOMPANYING PROXY STATEMENT/PROSPECTUS CAREFULLY AND THEN PROMPTLY INDICATE YOUR VOTING INSTRUCTIONS BY: (i) SUBMITTING A PROXY FOR YOUR SHARES BY USING THE TOLL-FREE NUMBER OR WEBSITE INDICATED ON YOUR PROXY CARD, IF YOUR PROXY CARD INCLUDES INSTRUCTIONS FOR USING THESE METHODS, OR (ii) SUBMITTING A PROXY IN WRITING BY FILLING OUT, SIGNING, AND DATING YOUR PROXY CARD AND MAILING IT IN THE PREPAID ENVELOPE INCLUDED IN THESE PROXY MATERIALS.

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ABOUT THIS PROXY STATEMENT/PROSPECTUS

Glossary of Terms

For the convenience of the reader, certain capitalized terms used in this proxy statement/prospectus have been consolidated into a Glossary beginning on page 32.

General Content of this Proxy Statement/Prospectus

This proxy statement/prospectus is for the principal purpose of soliciting the approval of the stockholders of US Airways Group of the adoption of the Agreement and Plan of Merger, dated as of February 13, 2013, by and among AMR, AMR Merger Sub, and US Airways Group, as amended by the Amendment to Agreement and Plan of Merger (the *Amendment*), dated as of May 15, 2013, by and among AMR, AMR Merger Sub, and US Airways Group (the *Merger Agreement*). However, because US Airways Group would ordinarily hold its annual meeting of stockholders in mid-June, in order to avoid the expense and inconvenience of holding two stockholders meetings in a short period of time, a single stockholders meeting will be held to act on the matters customarily placed before stockholders at the annual meeting as well as the matters to be placed before stockholders in connection with the adoption of the Merger Agreement and the approval of certain related items. Accordingly, this proxy statement/prospectus includes information related to all such matters.

Registration Statement, Prospectus, and Proxy Statement under the Federal Securities Laws

This proxy statement/prospectus, which forms part of a registration statement on Form S-4 filed with the U.S. Securities and Exchange Commission (the *SEC*) by AMR, constitutes a prospectus of AMR under Section 5 of the Securities Act of 1933, as amended (the *Securities Act*), with respect to the shares of AMR, which will be subsequently renamed American Airlines Group Inc. (*AAG*), to be issued to US Airways Group equity holders in connection with the merger of AMR Merger Sub with and into US Airways Group, with US Airways Group continuing as the surviving entity in such merger as a direct wholly-owned subsidiary of AMR pursuant to the Merger Agreement (the *Merger*). This proxy statement/prospectus also constitutes a proxy statement under Section 14(a) of the Securities and Exchange Act of 1934, as amended (the *Exchange Act*), and a notice of meeting with respect to the 2013 annual meeting of stockholders of US Airways Group (the *2013 Annual Meeting of Stockholders*) to consider and vote upon the proposal to adopt the Merger Agreement and the other matters specified herein.

This proxy statement/prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction to or from any person to whom it is unlawful to make any such offer or solicitation. Information contained in this proxy statement/prospectus regarding US Airways Group and its subsidiaries has been provided by US Airways Group, information contained in this proxy statement/prospectus regarding AMR and its subsidiaries has been provided by AMR, and information contained in this proxy statement/prospectus regarding AAG has been provided by both US Airways Group and AMR.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this proxy statement/prospectus. Any representation to the contrary is a criminal offense.

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THIS PROXY STATEMENT/PROSPECTUS INCORPORATES ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates by reference important business and financial information about US Airways Group from documents that are not included in or delivered with this proxy statement/prospectus. This information is available to you without charge upon request. For a more detailed description of the information incorporated by reference into this proxy statement/prospectus and how you may obtain it, see the section entitled "Additional Information" beginning on page 336.

You can obtain any of the documents of US Airways Group incorporated by reference into this proxy statement/prospectus from the SEC through the SEC's website at www.sec.gov. Documents of US Airways Group that are incorporated by reference are also available from US Airways Group without charge, excluding any exhibits to those documents that are not specifically incorporated by reference as an exhibit in this proxy statement/prospectus. US Airways Group stockholders may request a copy of those documents in writing or by telephone by contacting:

US Airways Group, Inc.

111 West Rio Salado Parkway

Tempe, Arizona 85281

Telephone number: (480) 693-0800

Attn: Investor Relations

or

MacKenzie Partners, Inc.

105 Madison Avenue

New York, New York 10016

Telephone number: (800) 322-2885

In order for you to receive timely delivery of the documents in advance of the 2013 Annual Meeting of Stockholders, US Airways Group or MacKenzie should receive your request no later than _____, 2013.

AMR is not currently eligible under the SEC's rules to avail itself of the ability to incorporate by reference documents into this proxy statement/prospectus. Accordingly, much of the information that US Airways Group has incorporated by reference, such as the description of its business, management's discussion and analysis of financial condition and results of operations, and its consolidated financial statements, is, with respect to AMR, fully set forth in this proxy statement/prospectus, principally in Part III beginning on page 197, the AMR 2012 consolidated financial statements beginning on page F-31, and the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 beginning on page F-2.

Investors may also consult US Airways Group's or AMR's respective websites for more information concerning the Merger. AMR's website is www.aa.com. US Airways Group's website is www.usairways.com. Information included on AMR's website and on US Airways Group's website is not incorporated by reference into this proxy statement/prospectus. In addition, for information regarding the voluntary cases commenced by AMR and certain of its direct and indirect subsidiaries under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"), investors may access filings made in those proceedings, including the Plan and Disclosure Statement filed by AMR and certain of its direct and indirect subsidiaries that filed the Chapter 11 Cases (the "Debtors"), at www.amrcaseinfo.com. Information on the website identified in the preceding sentence is not incorporated by reference into this proxy statement/prospectus. As used herein, "Plan" means the plan of reorganization proposed by the Debtors under chapter 11 of the Bankruptcy Code and "Disclosure Statement" means a disclosure statement filed by the Debtors under Section 1125 of the Bankruptcy Code. As used herein, "Bankruptcy Code" means title 11 of the U.S. Code.

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PART I SUMMARY AND GENERAL INFORMATION

QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE US AIRWAYS GROUP 2013 ANNUAL MEETING OF STOCKHOLDERS

The following are some questions that you, as a stockholder of US Airways Group, may have regarding the Merger and other matters being considered at the 2013 Annual Meeting of Stockholders and brief answers to those questions. You should carefully read this proxy statement/prospectus, including its annexes and any documents incorporated by reference into this proxy statement/prospectus, because this proxy statement/prospectus and its annexes contain important information about the Merger, the Merger Agreement, and the other matters to be voted on at the 2013 Annual Meeting of Stockholders, and because the information in this section may not provide all the information that might be important to you.

Q: Why am I, as a US Airways Group stockholder, receiving this proxy statement/prospectus?

A: AMR and US Airways Group have agreed to a business combination of AMR and US Airways Group under the terms of the Merger Agreement that is described in this proxy statement/prospectus. A copy of the Merger Agreement is attached to this proxy statement/prospectus as Annex A. In addition, several other matters to be considered and acted on by the stockholders of US Airways Group at the 2013 Annual Meeting of Stockholders are set forth in the notice of the 2013 Annual Meeting of Stockholders and described in this proxy statement/prospectus.

The Merger cannot be completed unless US Airways Group stockholders vote to adopt the Merger Agreement. US Airways Group is asking its stockholders to vote on the adoption of the Merger Agreement at the 2013 Annual Meeting of Stockholders. **The US Airways Group board of directors recommends that you vote FOR the adoption of the Merger Agreement at the 2013 Annual Meeting of Stockholders.**

This proxy statement/prospectus is a proxy statement of US Airways Group and a prospectus of AMR. This proxy statement/prospectus is a proxy statement because the US Airways Group board of directors is soliciting proxies from its stockholders to vote at the 2013 Annual Meeting of Stockholders on the adoption of the Merger Agreement and the other matters set forth in the notice of the 2013 Annual Meeting of Stockholders and described in this proxy statement/prospectus to be considered and acted on by the stockholders of US Airways Group at the 2013 Annual Meeting of Stockholders. Your proxy will be used to vote your shares at the 2013 Annual Meeting of Stockholders or at any adjournment or postponement thereof. It is a prospectus because AAG will issue shares of AAG common stock to the stockholders of US Airways Group in the Merger.

A proxy is a legal designation of another person to vote your shares on your behalf. You may submit a proxy for your shares by using the toll-free number or the website provided on your proxy card, if your proxy card includes instructions for using these quick, cost-effective, and easy methods for submitting proxies. You also may submit a proxy in writing by simply filling out, signing, and dating your proxy card and mailing it in the prepaid envelope included with these proxy materials. If you submit a proxy by telephone or over the Internet, please do not return your proxy card by mail. You will need to follow the instructions when you submit a proxy using any of these methods to make sure your shares will be voted at the 2013 Annual Meeting of Stockholders. You also may vote by submitting a ballot in person if you attend the 2013 Annual Meeting of Stockholders. However, we encourage you to submit a proxy by mail by completing your proxy card, by telephone, or over the Internet, even if you plan to attend the 2013 Annual Meeting of Stockholders.

You must have been a stockholder of record at the close of business on _____, 2013 to vote at the 2013 Annual Meeting of Stockholders.

Your vote is very important. You are encouraged to vote as soon as possible.

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Q: Why are AMR and US Airways Group proposing the Merger?

A: AMR and US Airways Group believe that the Merger will create a premier global airline. AMR and US Airways Group also believe that the combined global airline will have the scale, breadth, and capabilities to compete more effectively and profitably in the global marketplace. While there can be no assurance that it will be the case, the combined airline is expected to be a stronger airline than either American Airlines, Inc. (American) or US Airways, Inc. (US Airways), individually.

To review AMR's and US Airways Group's boards of directors' reasons for the Merger in greater detail, including the potential adverse impact of the Merger, see the sections entitled The Merger Recommendation of US Airways Group's Board of Directors with Respect to the Merger Agreement and Its Reasons for the Merger beginning on page 84 and The Merger AMR's Board of Directors' Reasons for the Merger beginning on page 88.

Q: How will the Merger be accomplished?

A: Under the terms of the Merger Agreement, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a wholly-owned subsidiary of AMR. Immediately following the Closing, AMR will change its name to American Airlines Group Inc., which will be the name of the combined company.

AAG will present a single brand name to consumers American Airline® while it transitions to a unified route structure and frequent flyer program, while maintaining separate operating certificates for American and US Airways until operations and workforces are combined. AMR's American Eagle Airlines, Inc. (American Eagle) and US Airways Group's Piedmont Airlines, Inc. (Piedmont) and PSA Airlines, Inc. (PSA) will continue to operate as distinct entities following the Closing.

Q: What will holders of shares of US Airways Group common stock receive in the Merger?

A: Holders of US Airways Group common stock will receive one share of AAG common stock for each share of US Airways Group common stock they own, subject to the terms and conditions of the Merger Agreement. The aggregate number of shares of AAG common stock issuable in the Merger to holders of US Airways Group equity instruments (including stockholders, holders of convertible notes, optionees, and holders of restricted stock units (RSUs)) will represent 28% of the diluted equity ownership of AAG. The remaining 72% diluted equity ownership of AAG will be distributable, pursuant to the Plan, to stakeholders, labor unions, and certain employees of AMR and the other Debtors and such 72% of the diluted equity ownership of AAG includes all shares of AAG common stock that are or may become issuable upon conversion of shares of the series of preferred stock, par value \$0.01 per share, of AAG, designated as Series A Convertible Preferred Stock (the AAG Convertible Preferred Stock). As a result, the 28% diluted equity ownership of AAG that will be distributed to the holders of US Airways Group equity instruments will not be diluted by the conversion of the AAG Convertible Preferred Stock or by the issuance of shares of AAG common stock pursuant to the Plan. The determination of the 28% diluted equity ownership of AAG that will be distributed to the holders of US Airways Group equity instruments takes into account the outstanding options, stock-settled RSUs, stock-settled stock appreciation rights (SARs), US Airways Group's 7% Senior Convertible Notes due 2020 (the US Airways 7% Convertible Notes), and US Airways Group's 7.25% Convertible Notes due 2014 (the US Airways 7.25% Convertible Notes), though it does not take into account future issuances of common stock following the Closing, which would be dilutive to all holders of AAG common stock.

Q: Will the shares of AAG common stock be publicly traded?

A: It is a condition to Closing that the shares of AAG common stock to be issued to US Airways Group equity holders pursuant to the Merger be authorized for listing on the New York Stock Exchange (NYSE) or the

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NASDAQ Stock Market (NASDAQ) prior to the date and time at which AMR and US Airways Group cause an executed and acknowledged certificate of merger to be filed with the Secretary of State of the State of Delaware (the Effective Time). AMR will use its reasonable best efforts to cause the shares of AAG common stock to be authorized for listing on the NYSE or NASDAQ upon official notice of issuance, prior to the date on which the Closing occurs (the Closing Date). Upon the Closing, shares of US Airways Group common stock currently listed on the NYSE will be delisted and will be deregistered under the Exchange Act.

Q: How much is a share of AAG common stock worth?

A: AAG common stock will be different from the US Airways Group common stock and AMR common stock currently outstanding. AAG common stock will be governed by the terms of the amended and restated certificate of incorporation of AMR to be effective immediately prior to the Effective Time (the AAG Certificate of Incorporation). For a description of the rights of holders of AAG common stock, see the sections entitled Description of Capital Stock of AAG beginning on page 170 and Comparison of Stockholder Rights and Corporate Governance Matters beginning on page 173.

The historical price information of US Airways Group common stock does not necessarily reflect, and the historical price information of AMR common stock does not reflect, the price at which AAG common stock will trade following the Closing. Further, all existing shares of AMR common stock will be cancelled pursuant to the Plan. Therefore, it is not meaningful to determine the value of the Merger consideration to be received by holders of US Airways Group common stock by reference to current trading values of US Airways Group common stock or AMR common stock. Neither AMR nor US Airways Group can anticipate the price at which AAG common stock will trade following the Closing.

Q: What is the AAG Convertible Preferred Stock and how will it affect holders of US Airways Group equity instruments who receive AAG common stock?

A: The Plan provides that all allowed prepetition general unsecured claims against the Debtors (other than intercompany claims), all equity interests in AMR, and all rights of labor groups of the Debtors to receive AAG common stock in connection with the Plan will be satisfied solely with Plan Shares, consisting of newly issued AAG common stock and AAG Convertible Preferred Stock. Holders of equity interests in AMR and labor-related claims will receive AAG common stock, and holders of allowed prepetition general unsecured claims against the Debtors will receive either AAG Convertible Preferred Stock or a combination of AAG Convertible Preferred Stock and AAG common stock, in each case, as set forth in the Plan. The AAG Convertible Preferred Stock will be a newly designated series of preferred stock of AAG that will be mandatorily convertible into AAG common stock in four installments on the 30th, 60th, 90th, and 120th days following the Effective Date. The issuance of the AAG Convertible Preferred Stock will provide a mechanism for holders of allowed prepetition general unsecured claims of the Debtors to receive a distribution based on the market value of AAG common stock. The aggregate number of shares of AAG common stock issuable under the Plan, whether directly or upon the conversion of AAG Convertible Preferred Stock, will not exceed 72% of the diluted equity ownership of AAG as of the time of the Merger. Accordingly, the 28% diluted equity ownership of AAG that will be distributed to the holders of US Airways Group equity instruments will not be diluted by the conversion of the AAG Convertible Preferred Stock or by the issuance of shares of AAG common stock pursuant to the Plan.

However, it is possible that the AAG common stock may experience significantly elevated volatility in price and trading volume until all shares of AAG Convertible Preferred Stock are converted and the underlying AAG common stock has been distributed. For further information, see the section entitled The Plan of Reorganization beginning on page 149, and the section entitled Risk Factors The shares of AAG Convertible Preferred Stock that are to be distributed pursuant to the Plan will be fully converted into AAG common stock over a period of 120 days following the Effective Date. The issuance of shares of AAG common stock under the Plan (including upon conversion of the AAG Convertible Preferred Stock) could

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contribute to significantly elevated volatility in the price of AAG common stock until all such shares of AAG Convertible Preferred Stock are converted and all of the shares of AAG common stock to be issued under the Plan have been distributed fully beginning on page 48.

Q: When do AMR and US Airways Group expect the Merger to be completed?

A: AMR and US Airways Group plan to complete the Merger as soon as reasonably practicable and presently expect the Closing to occur in the third quarter of 2013. However, neither AMR nor US Airways Group can predict the exact timing of the Closing, because it is subject to approval of the U.S. Bankruptcy Court for the Southern District of New York (the Bankruptcy Court) as part of the Plan, regulatory approvals, and other conditions. See the sections entitled Summary Conditions to the Merger beginning on page 19 and Summary Regulatory Approvals Required for the Merger beginning on page 19.

Q: What are the expected cash costs and capital expenditures associated with the Merger and AMR's emergence from Chapter 11?

A: AMR and US Airways Group expect to incur transition costs of approximately \$1.2 billion in connection with the Merger and the integration of the businesses of AMR and US Airways Group. In addition, AMR will pay approximately \$1.4 billion in cash at emergence to settle certain obligations in connection with the Plan. The estimated planned aggregate capital expenditures for AAG on a consolidated basis for calendar years 2013-2017 are anticipated to be approximately \$20 billion.

Q: Who will manage AAG after the Merger?

A: Following the Closing, the board of directors of AAG will consist of 12 members. Five of these directors will be designated by the Search Committee appointed by the Official Committee of Unsecured Creditors of AMR (the UCC) and a majority of those holders of certain prepetition claims against one or more of the Debtors that entered into the Support and Settlement Agreement with the Debtors (the Consenting Creditors) (and one of such directors will be the lead Independent Director); two of these directors will be designated by AMR and must be reasonably acceptable to the Search Committee; three of these directors will be designated by US Airways Group; and the two remaining directors will be Thomas W. Horton, the current chairman and chief executive officer of AMR, who will also serve as chairman of the board of directors of AAG, and W. Douglas Parker, the current chairman and chief executive officer of US Airways Group, who will also serve as chief executive officer of AAG. As of the date of this proxy statement/prospectus, the other members of the board of directors of AAG have not been identified.

Mr. Horton will serve as chairman of the board of AAG until the earliest of:

the date that is the first anniversary of the Closing Date;

the day prior to the date of the first annual meeting of the stockholders of AAG following the Closing Date (provided it does not occur prior to May 1, 2014); and

the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was nominated as a director by AMR pursuant to the Merger Agreement.

Following the earliest of such dates, Mr. Parker will serve as chairman of the board of directors of AAG until the election of a new chairman by the affirmative vote of the board of directors of AAG, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.

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Mr. Parker will designate the officers of AAG, subject to the approval of the board of directors of AAG, and Mr. Parker will consult with Mr. Horton in connection with such selections. US Airways Group stockholders are urged to read the discussion in the section entitled "The Combined Company after the Merger" beginning on page 146.

As used herein, "Search Committee" means the committee established by the UCC, consisting of four designees from the UCC and four members designated by a majority of the initial Consenting Creditors under the Support and Settlement Agreement to select director designees for the board of directors of AAG; "Independent Director" means a person who satisfies the requirements for independence under Rule 303A of the NYSE as then in effect; and "Support and Settlement Agreement" means that certain Support and Settlement Agreement, dated as of February 13, 2013, by and among AMR and certain holders of prepetition unsecured claims against one or more of the Debtors, as amended.

Q: What are some of the U.S. federal income tax consequences of the Merger for US Airways Group stockholders?

A: The Merger is intended to qualify as a reorganization for U.S. federal income tax purposes, and the Closing is conditioned on the receipt by each of US Airways Group and AMR of an opinion from its outside counsel to the effect that the Merger will qualify as such a reorganization. Assuming the Merger qualifies as such a reorganization, US Airways Group stockholders generally will not recognize any gain or loss for U.S. federal income tax purposes upon the exchange of shares of US Airways Group common stock for shares of newly issued AAG common stock pursuant to the Merger. US Airways Group stockholders are urged to read the discussion in the section entitled "The Merger - Material U.S. Federal Income Tax Consequences" beginning on page 103 of this proxy statement/prospectus and to consult their tax advisers as to the U.S. federal income tax consequences of the Merger, as well as the effects of other federal, state, local, and non-U.S. tax laws.

Q: How will US Airways 7.25% Convertible Notes and US Airways 7% Convertible Notes be treated in connection with the Merger?

A: At the Effective Time, AMR and US Airways Group, and, if advisable, AMR Merger Sub, will enter into supplemental indentures regarding the US Airways 7.25% Convertible Notes and the US Airways 7% Convertible Notes. Such supplemental indentures are expected to (i) include certain provisions required by that certain Indenture, dated as of May 13, 2009, between US Airways Group and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented by the First Supplemental Indenture, dated as of May 13, 2009, between US Airways Group and The Bank of New York Mellon Trust Company, N.A., as trustee (the "7.25% Convertible Note Indenture") and that certain Indenture, dated as of September 30, 2005, between US Airways Group and U.S. Bank National Association, as trustee (the "7% Convertible Note Indenture"), respectively, as a result of the Merger, including a provision causing each outstanding US Airways 7.25% Convertible Note and US Airways 7% Convertible Note, respectively, to be convertible into the number of shares of AAG common stock that the holder would have received pursuant to the Merger if such holder had converted its US Airways 7.25% Convertible Notes and US Airways 7% Convertible Notes, respectively, into shares of US Airways Group common stock immediately prior to the Effective Time and (ii) provide for the guarantee by AAG of US Airways Group's obligations under the 7.25% Convertible Note Indenture and the US Airways 7.25% Convertible Notes and the 7% Convertible Note Indenture and the US Airways 7% Convertible Notes, respectively, following the Effective Time. For more information, see the section entitled "Merger Agreement - Treatment of US Airways Group Convertible Debt" beginning on page 139.

Q: Am I entitled to appraisal rights?

A: No. Under the General Corporation Law of the State of Delaware, as amended (the "DGCL"), the stockholders of US Airways Group are not entitled to appraisal rights in connection with the Merger.

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Q: What am I being asked to vote on?

A: US Airways Group stockholders are being asked to vote on the following proposals at the 2013 Annual Meeting of Stockholders:

to adopt the Merger Agreement;

to approve, on a non-binding, advisory basis, certain compensation that may be paid or become payable to US Airways Group's named executive officers in connection with the Closing;

to approve the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement;

to elect to the US Airways Group board of directors each of the nominees for director named in this proxy statement/prospectus;

to ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013; and

to approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers.

Q: Are there any other matters to be addressed at the 2013 Annual Meeting of Stockholders?

A: US Airways Group knows of no other matters to be brought before the 2013 Annual Meeting of Stockholders, but if other matters are properly brought before the 2013 Annual Meeting of Stockholders or at any adjournment or postponement thereof, the officers named in the proxy intend to take such action as in their judgment is in the best interests of US Airways Group and its stockholders.

Q: What vote of US Airways Group stockholders is required to approve each item?

A: Assuming a quorum is present, the vote requirements for the various proposals are as follows:

Adoption of the Merger Agreement: Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of a majority of the outstanding shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders.

Election of Directors: Each director must be elected by the affirmative vote of a majority of the votes cast with respect to such director by the shares represented, in person or by proxy, and entitled to vote therefor at the 2013 Annual Meeting of Stockholders. A majority of the votes cast means that the number of votes cast for a nominee exceeds the number of votes cast against that nominee.

All Other Matters: All other matters on the agenda will be decided by the affirmative vote of a majority of the shares of US Airways Group common stock represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders (and

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provided that a quorum need not be present to approve the proposal to adjourn the stockholder meeting to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement).

Q: What constitutes a quorum for the 2013 Annual Meeting of Stockholders?

A: The presence, in person or by proxy, of a majority of the outstanding shares of US Airways Group's capital stock entitled to vote at a meeting of stockholders is necessary to constitute a quorum at the 2013 Annual Meeting of Stockholders.

Q: How will abstentions be counted?

A: Abstentions are counted as present and entitled to vote for the purpose of determining a quorum.

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For the proposal to adopt the Merger Agreement, abstentions have the same effect as a vote against the Merger. For the proposal to approve the Merger-related compensation of US Airways Group's named executive officers, the proposal to adjourn the 2013 Annual Meeting of Stockholders to solicit additional proxies, the proposal to ratify the independent registered public accounting firm, and the proposal to approve the compensation of US Airways Group's named executive officers, abstentions are treated as present and entitled to vote at the 2013 Annual Meeting of Stockholders and, therefore, have the same effect as a vote against the matter.

If you abstain from voting in the election of directors, you will effectively not vote on that matter at the 2013 Annual Meeting of Stockholders. Abstentions are not considered to be votes cast under the US Airways Group bylaws or under the DGCL, US Airways Group's state of incorporation, and will have no effect on the outcome of the vote for the election of directors.

Q: If the vote of US Airways Group stockholders required to adopt the Merger Agreement is obtained, but the vote of US Airways Group stockholders required to adopt the remaining proposals is not obtained, will the Merger still happen?

A: The approval of the proposal to adopt the Merger Agreement is the only approval of US Airways Group stockholders necessary to consummate the Merger. Even if US Airways Group stockholders do not approve the other proposals, including the approval, on a non-binding, advisory basis, of the Merger-related compensation of US Airways Group's named executive officers, the Merger may still be consummated in accordance with the terms of the Merger Agreement.

Q: How does the board of directors of US Airways Group recommend that I vote?

A: The US Airways Group board of directors recommends that you vote:

FOR the adoption of the Merger Agreement;

FOR the approval, on a non-binding, advisory basis, of the Merger-related compensation of US Airways Group's named executive officers;

FOR the approval of the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement;

FOR the election to the US Airways Group board of directors of each of the nominees for director named in this proxy statement/prospectus;

FOR the ratification of the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013; and

FOR the approval, on a non-binding, advisory basis, of the compensation of US Airways Group's named executive officers. The US Airways Group board of directors has determined that the Merger Agreement and the Merger are advisable and in the best interests of US Airways Group and its stockholders and has unanimously approved the Merger Agreement and the Merger. For a more complete description of the recommendation of the US Airways Group board of directors, see the section entitled "The Merger Recommendation of US Airways Group's Board of Directors with Respect to the Merger Agreement and Its Reasons for the Merger" beginning on page 84.

Q: How do US Airways Group's directors and executive officers' interests in the Merger differ from mine?

A: Certain members of the board of directors and executive officers of US Airways Group have interests in the Merger that are different from, or are in addition to, the interests of US Airways Group stockholders generally.

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US Airways Group's executive officers are parties to agreements with US Airways Group and US Airways that provide for certain benefits upon a change in control of US Airways Group, including the Merger, and for severance benefits if their employment is terminated under certain circumstances in connection with a change in control of US Airways Group, including the Merger. In addition, the Merger Agreement provides that, as of the Effective Time, AAG will provide certain current and former US Airways Group non-employee directors flight privileges and, in certain cases, a related tax gross-up payment.

Furthermore, US Airways Group compensation and benefit plans and arrangements provide for accelerated vesting of certain equity awards held by US Airways Group executive officers and directors upon the closing of a change in control of US Airways Group, including the Merger. Each US Airways Group executive officer has agreed to waive his or her rights to accelerated vesting of US Airways Group stock options, US Airways Group RSUs, and/or US Airways Group SARs, in each case, solely as a result of the Closing. In lieu of such rights, the US Airways Group executive officers have been provided a right to double trigger accelerated vesting of such equity awards, meaning the vesting of such equity awards would instead accelerate only upon a qualifying termination of such executive officers in connection with the Closing. For more information, see the section entitled "The Merger - Interests of US Airways Group's Directors and Executive Officers in the Merger" beginning on page 107.

Q: When and where will the 2013 Annual Meeting of Stockholders be held?

A: The 2013 Annual Meeting of Stockholders will take place at _____, on _____, 2013 at _____, local time.

Q: Who can attend and vote at the 2013 Annual Meeting of Stockholders?

A: All US Airways Group stockholders of record as of the close of business on _____, 2013, the Record Date for the 2013 Annual Meeting of Stockholders, are entitled to receive notice of and to vote at the 2013 Annual Meeting of Stockholders.

Q: How will my shares be represented at the 2013 Annual Meeting of Stockholders?

A: At the 2013 Annual Meeting of Stockholders, the officers named in your proxy card will vote your shares in the manner you requested if you correctly submitted your proxy. If you sign your proxy card and return it without indicating how you would like to vote your shares, your proxy will be voted as the US Airways Group board of directors recommends, which is set forth above in the answer to the question "How does the board of directors of US Airways Group recommend that I vote?"

Q: What happens if I sell my shares after the Record Date but before the 2013 Annual Meeting of Stockholders?

A: The Record Date of the 2013 Annual Meeting of Stockholders is earlier than the date of the 2013 Annual Meeting of Stockholders and the expected Closing Date. If you transfer your shares of US Airways Group common stock after the Record Date but before the date of the 2013 Annual Meeting of Stockholders, you will retain your right to vote at the 2013 Annual Meeting of Stockholders (provided that such shares remain outstanding on the date of the 2013 Annual Meeting of Stockholders), but you will not have the right to receive the Merger consideration to be received by US Airways Group's stockholders in the Merger. In order to receive the Merger consideration, you must hold your shares through the Closing.

Q: What should I do in order to vote?

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- A: A proxy is a legal designation of another person to vote your shares on your behalf. You may submit a proxy for your shares by using the toll-free number or the website provided on your proxy card, if your proxy card includes instructions for using these quick, cost-effective, and easy methods for submitting

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proxies. You also may submit a proxy in writing by simply filling out, signing, and dating your proxy card and mailing it in the prepaid envelope included with these proxy materials. If you submit a proxy by telephone or over the Internet, please do not return your proxy card by mail. You will need to follow the instructions provided on your proxy card when you submit a proxy using any of these methods to make sure your shares will be voted at the 2013 Annual Meeting of Stockholders. You also may vote by submitting a ballot in person if you attend the 2013 Annual Meeting of Stockholders. However, we encourage you to submit a proxy by mail by completing your proxy card, by telephone, or over the Internet, even if you plan to attend the 2013 Annual Meeting of Stockholders.

If you hold shares through a broker, bank, or other nominee, you may instruct your broker, bank, or other nominee to vote your shares by following the instructions that the broker, bank, or other nominee provides to you with these materials. Most brokers offer the ability for stockholders to submit voting instructions by mail by completing a voting instruction card, by telephone, and over the Internet. If you hold shares through a broker, bank, or other nominee and wish to vote your shares at the 2013 Annual Meeting of Stockholders, you must obtain a legal proxy from your broker, bank, or other nominee and present it to the inspector of election with your ballot when you vote at the 2013 Annual Meeting of Stockholders.

Q: Can I vote in person at the 2013 Annual Meeting of Stockholders?

A: You may vote in person by attending the 2013 Annual Meeting of Stockholders. If you plan to attend the 2013 Annual Meeting of Stockholders and wish to vote in person, you will be given a ballot at the 2013 Annual Meeting of Stockholders. Please note, however, that, if your shares are held in street name and you wish to vote at the 2013 Annual Meeting of Stockholders, you must bring a proxy from the record holder of the shares authorizing you to vote at the 2013 Annual Meeting of Stockholders. Whether or not you plan to attend the 2013 Annual Meeting of Stockholders, you should complete your proxy as described in this proxy statement/prospectus.

Q: If my shares are held in street name by a broker, bank, or other nominee, will my broker, bank, or other nominee vote my shares for me with respect to the adoption of the Merger Agreement?

A: If you do not provide your broker, bank, or other nominee with instructions on how to vote your shares held in street name, your broker, bank, or other nominee will not be permitted to vote your shares with respect to the adoption of the Merger Agreement. You should, therefore, provide your broker, bank, or other nominee with instructions as to how to vote your shares. If you fail to vote or, if your shares are held in street name and you fail to instruct your broker, bank, or other nominee to vote, it will have the same effect as a vote against the Merger.

Q: Can I change my vote after I have delivered my proxy?

A: Yes. If you are a holder of record, you can change your vote at any time before your proxy is voted at the 2013 Annual Meeting of Stockholders by:

giving notice of revocation to Caroline B. Ray, US Airways Group's corporate secretary, at US Airways Group, Inc., 111 West Rio Salado Parkway, Tempe, Arizona 85281 (by mail or overnight delivery);

executing and delivering to US Airways Group's corporate secretary a proxy card relating to the same shares bearing a later date;

voting again prior to the time at which the Internet and telephone voting facilities close by following the procedures applicable to those methods of voting; or

voting in person at the 2013 Annual Meeting of Stockholders.

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If your shares are held in street name, you must contact your broker, bank, or other nominee to change your vote. The change must be made by the broker, bank, or other nominee before your proxy is voted at the 2013 Annual Meeting of Stockholders.

Q: What should I do if I receive more than one set of voting materials for the 2013 Annual Meeting of Stockholders?

A: You may receive more than one set of voting materials for the 2013 Annual Meeting of Stockholders, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction cards. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. If you are a holder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date, and return each proxy card and voting instruction card that you receive or, if your proxy card includes instructions for using these methods for submitting proxies, vote by telephone using the toll-free number provided on your proxy card or over the Internet using the website provided on your proxy card.

Q: Do I need to do anything with my shares of US Airways Group common stock other than voting for the proposals at the 2013 Annual Meeting of Stockholders?

A: If you are a US Airways Group stockholder, after the Closing, each share of US Airways Group common stock you hold will be converted automatically into the right to receive one share of AAG common stock. You will receive instructions following the Closing regarding exchanging your shares for shares of AAG common stock. You do not need to take any action at this time. Please do not send your US Airways Group stock certificates with your proxy card. The shares of AAG stock you receive in the Merger will be issued in book-entry form, unless otherwise required by law.

Q: Will a proxy solicitor be used?

A: Yes. US Airways Group has engaged MacKenzie Partners, Inc. to assist in the solicitation of proxies for the 2013 Annual Meeting of Stockholders and US Airways Group estimates it will pay MacKenzie Partners a fee of \$50,000. US Airways Group has also agreed to reimburse MacKenzie Partners for reasonable out-of-pocket expenses and disbursements incurred in connection with the proxy solicitation and to indemnify MacKenzie Partners against certain losses, costs, and expenses. In addition to soliciting proxies through the mail, US Airways Group may solicit proxies through its directors, officers, and employees in person, by email, telephone, and facsimile.

Q: Who can help answer my questions?

A: If you have any questions about the Merger or how to submit your proxy, or if you need additional copies of this proxy statement/prospectus, the enclosed proxy card, or voting instructions, you should contact US Airways Group's proxy solicitor:

MacKenzie Partners, Inc.

105 Madison Avenue

New York, NY 10016

Telephone number: (800) 322-2885

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SUMMARY

*The following is a summary that highlights information contained in this proxy statement/prospectus. This summary might not contain all of the information that may be important to you. For a more complete description of the Merger Agreement and the Merger, as well as the Plan, US Airways Group and AMR encourage you to read carefully this entire proxy statement/prospectus, including the attached annexes. In addition, each of US Airways Group and AMR encourage you to read the documents incorporated by reference by US Airways Group into this proxy statement/prospectus, which have been filed with the SEC. These documents include important business and financial information about US Airways Group. You may obtain the information of US Airways Group incorporated by reference into this proxy statement/prospectus and documents of AMR filed with the SEC without charge by following the instructions in the section entitled *Additional Information* beginning on page 336. For the convenience of the reader, certain capitalized terms used in this proxy statement/prospectus have been consolidated into a Glossary beginning on page 32.*

The Companies

US Airways Group, Inc.

US Airways Group, Inc., a Delaware corporation, is a holding company whose primary business activity is the operation of a major network airline through its wholly-owned subsidiaries US Airways, Inc., Piedmont Airlines, Inc., PSA Airlines, Inc., Material Services Company, Inc., and Airways Assurance Limited. Material Services Company, Inc. and Airways Assurance Limited operate in support of US Airways Group's other subsidiaries in areas such as the procurement of aviation fuel and insurance. US Airways Group was formed in 1982, and its origins trace back to the formation of All American Aviation in 1939. US Airways, Inc., a Delaware corporation, was formed in 1982. Effective upon US Airways Group's emergence from bankruptcy on September 27, 2005, US Airways Group merged with America West Holdings Corporation (America West), with US Airways Group as the surviving corporation. US Airways Group operates more than 3,100 flights per day and serves 198 communities in the U.S., Canada, Mexico, Europe, the Middle East, the Caribbean, and Central and South America.

US Airways Group's principal executive offices are located at 111 West Rio Salado Parkway, Tempe, Arizona 85281. US Airways Group's telephone number is (480) 693-0800, and its Internet address is www.usairways.com. Information contained on its website is not and should not be deemed a part of this proxy statement/prospectus or any filing filed with or furnished to the SEC.

AMR Corporation

AMR Corporation, a Delaware corporation, was incorporated in October 1982. Virtually all of AMR's operations fall within the airline industry. AMR's principal subsidiary, American Airlines, Inc., was founded in 1934. At the end of 2012, American provided scheduled jet service to approximately 160 destinations throughout North America, the Caribbean, Latin America, Europe, and Asia.

AMR Eagle Holding Corporation, a wholly-owned subsidiary of AMR (AMR Eagle), owns a regional airline which does business as American Eagle®. American also contracts with certain independently owned regional air carriers to provide it with regional feed under the American Eagle® and American Connection® names.

American, together with the regional airlines that provide regional feed to American (American Eagle, Chautauqua Airlines, Inc., SkyWest Airlines, Inc., Republic Airlines, Inc., and ExpressJet Airlines, Inc. (collectively, the American Eagle Carriers)), American Eagle Carriers, serves more than 250 cities in approximately 50 countries with, on average, 3,400 daily flights. The combined network fleet numbers

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approximately 900 aircraft. American is also a founding member of the **oneworld**[®] alliance, which enables member airlines to offer their customers more services and benefits than any member airline can provide individually. These services include a broader route network, opportunities to earn and redeem frequent flyer miles across the combined **oneworld**[®] network, and access to more airport lounges. Together, **oneworld**[®] members serve more than 800 destinations in approximately 150 countries, with about 9,000 daily departures. American is also one of the largest scheduled air freight carriers in the world, providing a wide range of freight and mail services to shippers throughout its system onboard American's passenger fleet.

AMR's principal executive offices are located at 4333 Amon Carter Blvd., Fort Worth, Texas 76155. AMR's telephone number is (817) 963-1234, and its Internet address is www.aa.com. Information contained on its website is not and should not be deemed a part of this proxy statement/prospectus or any filing filed with or furnished to the SEC.

AMR Merger Sub, Inc.

AMR Merger Sub, Inc., a Delaware corporation, is a wholly-owned subsidiary of AMR that was formed on February 11, 2013 for the sole purpose of effecting the Merger.

The Merger (see page 73)

Form of the Merger

Under the terms of the Merger Agreement, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a wholly-owned subsidiary of AMR. Immediately following the Closing, AMR will change its name to American Airlines Group Inc., which will be the name of the combined company following the Closing.

Merger Consideration and Plan Shares

As a consequence of the Merger, US Airways Group common stockholders will receive one share of common stock of AAG in exchange for each share of common stock of US Airways Group they hold. The value of the common stock of AAG that a US Airways Group common stockholder will receive in the Merger is not fixed and will depend upon the value of AAG common stock. Pursuant to the Plan, all outstanding equity securities of AMR at the time of the Merger will be cancelled. The shares of AAG common stock to be issued in connection with the Merger will be newly issued shares. Consequently, neither the trading price of US Airways Group common stock nor the trading price of AMR common stock reflect the price at which AAG common stock will trade following the Merger.

Pursuant to and in accordance with the Plan, all allowed prepetition general unsecured claims against the Debtors (other than intercompany claims), all equity interests in AMR, and all rights of labor groups of the Debtors to receive AAG common stock in connection with the Plan will be satisfied solely with Plan Shares, consisting of newly issued AAG common stock and AAG Convertible Preferred Stock. Holders of equity interests in AMR and labor-related claims will receive AAG common stock, and holders of allowed prepetition general unsecured claims against the Debtors will receive either AAG Convertible Preferred Stock or a combination of AAG Convertible Preferred Stock and AAG common stock, in each case, as set forth in the Plan. The aggregate number of shares of AAG common stock constituting Plan Shares, when taken together with all shares of AAG common stock that are or may become issuable upon conversion or exchange of shares of AAG Convertible Preferred Stock constituting Plan Shares, will not exceed a number of shares of AAG common stock equal to the aggregate number of shares of AAG common stock equal to (i)(a) the US Airways Fully Diluted Shares, multiplied by (b) the quotient (rounded to four decimals) of 72 divided by 28 (rounded to the nearest whole share) less (ii) the number of shares of AAG common stock represented by equity-based awards to be

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issued to employees of AMR and its subsidiaries as contemplated by the Merger Agreement and the Plan, subject to certain agreed upon exceptions (the Maximum Plan Shares). As used herein, US Airways Fully Diluted Shares means the number of shares of US Airways Group common stock that would be deemed to be outstanding for purposes of calculating diluted earnings per share under U.S. generally accepted accounting principles (GAAP) using the treasury stock method, as modified by the Merger Agreement, including that the average market price used in such calculation will be equal to the average of the daily closing prices for US Airways Group common stock on the NYSE for each of the 20 trading days ending on (and including) the sixth trading day prior to the Closing.

The aggregate number of shares of AAG common stock issuable in the Merger to holders of US Airways Group equity instruments (including stockholders, holders of convertible notes, optionees, and holders of RSUs) will represent 28% of the diluted equity ownership of AAG. The remaining 72% diluted equity ownership in AAG will be distributable, pursuant to the Plan, to stakeholders, labor unions, and certain employees of AMR and the other Debtors and such 72% of the diluted equity ownership of AAG includes all shares of AAG common stock that are or may become issuable upon conversion of shares of AAG Convertible Preferred Stock. The aggregate number of shares of AAG common stock issuable under the Plan, whether directly or upon the conversion of AAG Convertible Preferred Stock, will not exceed 72% of the diluted equity ownership of AAG as of the time of the Merger. Accordingly, the 28% diluted equity ownership of AAG that will be distributed to the holders of US Airways Group equity instruments will not be diluted by the conversion of the AAG Convertible Preferred Stock or by the issuance of shares of AAG common stock pursuant to the Plan. The determination of the 28% diluted equity ownership of AAG that will be distributed to the holders of US Airways Group equity instruments takes into account the outstanding options, stock-settled RSUs, stock-settled SARs, the US Airways 7% Convertible Notes, and the US Airways 7.25% Convertible Notes, though it does not take into account future issuances of common stock following the Closing, which would be dilutive to all holders of AAG common stock.

Effectiveness of the Merger Agreement (see page 113)

On May 10, 2013, the Bankruptcy Court entered an order entitled Order Authorizing and Approving (i) Merger Agreement Among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., (ii) Debtors Execution of and Performance Under Merger Agreement, (iii) Certain Employee Compensation and Benefit Arrangements, (iv) Termination Fees, and (v) Related Relief (ECF No. 8096) (the Merger Support Order). In accordance with the Merger Agreement, upon entry of the Merger Support Order and execution of the Amendment, the Merger Agreement became effective and binding on, and enforceable against, each of the parties thereto retroactive to February 13, 2013. See the section entitled The Merger Agreement Effectiveness of the Merger Agreement beginning on page 113 for a discussion of the Merger Support Order and the effectiveness of the Merger Agreement.

Termination of the Merger Agreement (see page 134)

AMR and US Airways Group may mutually agree to terminate the Merger Agreement at any time prior to the Effective Time. Either company may also terminate the Merger Agreement if the Merger is not completed by October 14, 2013, subject to extension by either party in the event that certain regulatory clearances have not yet been obtained; provided that in no event will such extension be to a date that is later than December 13, 2013, unless a party delays its response to a request for additional information (a Second Request) from the U.S. Department of Justice (the DOJ), in which case the other party may extend the deadline beyond December 13, 2013 by the number of days so delayed. Further, the parties' rights to terminate the Merger Agreement if the Merger is not completed by October 14, 2013 are subject to extension by either party in the event that certain conditions related to the Plan have not been satisfied or waived; provided that in no event will such extension be to a date that is later than December 13, 2013. The parties may also terminate the Merger Agreement in certain additional circumstances. See the section entitled The Merger Agreement Termination of the Merger

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Agreement beginning on page 134 for a discussion of these and other rights of each of AMR and US Airways Group to terminate the Merger Agreement.

The Combined Company after the Merger (see page 146)

American Airlines Group Inc.

Following the Closing, AMR will change its name to American Airlines Group Inc., or AAG, and will operate its airlines under the American Airlines® brand, principally through its mainline operating subsidiaries, American and US Airways. AAG is expected to integrate American and US Airways into a single airline, under a single FAA operating certificate, within two years following the Closing, subject to receipt of FAA approval. Following the Closing, US Airways will withdraw from the Star Alliance and join the **oneworld**® alliance. After giving effect to the Merger, AAG is expected to offer more than 6,700 daily flights to 336 destinations in 56 countries around the world. AMR and US Airways Group expect that AAG will maintain all nine hubs currently served by American and US Airways, resulting in a significantly larger network and more travel options for customers. AMR and US Airways Group also expect that the American Eagle Carriers and the US Airways Group regional carriers will continue to operate as distinct entities, providing seamless service to customers of AAG. AAG will be headquartered in Dallas-Fort Worth and will maintain a significant corporate and operational presence in the Phoenix metropolitan area. AMR and US Airways Group expect AAG to employ approximately 100,000 people around the world. AAG will also provide customers with more choices and increased service across a larger worldwide network, including an enhanced **oneworld**® alliance, than either American or US Airways could offer independently. Upon integration of the American and US Airways frequent flyer programs, AMR and US Airways Group expect that AMR's AAdvantage® frequent flyer program (the AAdvantage® program) will become the industry's leading frequent flyer loyalty program based on AMR's and US Airways Group's anticipation that the AAdvantage® program will have the world's largest passenger network, the most available award destinations, and largest number of participants.

Expansive Global Network

AAG is expected to create a competitive alternative to Delta Air Lines and United Airlines by offering a comprehensive domestic flight network as well as a world-class global flight network that will have the scale, breadth, and capabilities to compete with the world's largest airlines. AAG will combine the flight networks of AMR and US Airways Group, which are highly complementary with few route overlaps. Out of the more than 680 domestic nonstop routes that American and US Airways fly, only 12 nonstop flights overlap. Systemwide, American serves 130 cities not served by US Airways, and US Airways serves 62 cities not served by American. By combining these complementary flight networks, AAG expects to fill gaps in the flight networks provided by each airline individually, improve traffic flows through the existing hubs of American and US Airways, and expand service from those hubs to offer increased connectivity to existing markets and service to new cities. The combination of the two networks will enhance connectivity within the **oneworld**® alliance including joint businesses with British Airways and Iberia across the Atlantic, to which Finnair is expected to be added, and with Japan Airlines and Qantas across the Pacific by creating more options for travel and benefits both domestically and internationally, with connecting service to 83 destinations in Latin America and the Caribbean, 21 destinations in Europe and the Middle East, and five destinations in Asia.

Revitalized Fleet

Including aircraft delivered or scheduled to be delivered to AMR and US Airways Group in 2013, AAG is scheduled to take delivery of more than 600 new aircraft through 2022, including 517 narrowbody aircraft and 90 widebody international aircraft. AAG's fleet is expected to feature fully lie-flat, all-aisle access premium seating on American's new Boeing 777-300ER aircraft similar to US Airways' Airbus A330 international Envoy service. AAG will also retrofit some of its widebody fleet to include fully lie-flat premium seating in an effort to

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provide a consistent experience for customers. AMR and US Airways Group expect AAG to have one of the most modern and efficient fleets in the industry with features that will be particularly appealing to business customers.

Expected Synergies

In considering the Merger, management of AMR and US Airways Group analyzed the potential cost and revenue synergies that could be generated by combining the companies, taking into account the benefits already achieved by AMR's restructuring. AMR and US Airways Group management have estimated that AAG will achieve more than \$1 billion in annual net synergies in 2015, including cost synergies of approximately \$150 million (after taking into account the improved compensation arrangements negotiated with employees of AAG) and revenue synergies of approximately \$900 million (the Expected Synergies). AMR and US Airways Group expect to realize the cost synergies principally by reducing management and administrative overhead, consolidating information technology systems, and combining facilities. AMR and US Airways Group expect to realize the revenue synergies principally from providing significantly enhanced connectivity throughout the world to permit customers, particularly corporate clients, to use AAG for more of their travel needs and from optimizing the scheduling of the combined fleet to better match aircraft size with consumer demand. AMR and US Airways Group also expect to incur transition costs in connection with the Merger and the integration of the businesses of AMR and US Airways Group of approximately \$1.2 billion. There can be no assurance that AAG will be able to achieve these cost and revenue synergies at all, or that, if achieved, they can be achieved in a timely manner. In addition to the transition costs expected to be incurred in connection with the Merger, AMR will pay approximately \$1.4 billion in cash at emergence to settle certain obligations in connection with the Plan.

Board of Directors and Management of AAG after the Merger

Following the Merger, the board of directors of AAG will consist of 12 members. Five of these directors will be designated by the Search Committee appointed by the UCC and a majority of the Consenting Creditors (and one of such directors will be the lead Independent Director); two of these directors will be designated by AMR and must be reasonably acceptable to the Search Committee; three of these directors will be designated by US Airways Group; and the two remaining directors will be Mr. Horton, the current chairman and chief executive officer of AMR, who will also serve as chairman of the board of directors of AAG, and Mr. Parker, the current chairman and chief executive officer of US Airways Group, who will also serve as chief executive officer of AAG. As of the date of this proxy statement/prospectus, the other members of the board of directors of AAG have not been identified.

Mr. Horton will serve as chairman of the board of AAG until the earliest of:

the date that is the first anniversary of the Closing Date;

the day prior to the date of the first annual meeting of the stockholders of AAG following the Closing Date (which will not occur prior to May 1, 2014); and

the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was nominated as a director by AMR pursuant to the Merger Agreement.

Following the earliest of such dates, Mr. Parker will serve as chairman of the board of directors of AAG until the election of a new chairman by the affirmative vote of the board of directors of AAG, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.

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Mr. Parker will designate the additional officers of AAG, subject to the approval of the board of directors of AAG, and Mr. Parker will consult with Mr. Horton in connection with such selections. US Airways Group stockholders are urged to read the discussion in the section entitled "The Combined Company after the Merger" beginning on page 146.

Recommendation of US Airways Group's Board of Directors (see page 71)

The US Airways Group board of directors believes that the Merger Agreement and the Merger are advisable and in the best interests of US Airways Group and its stockholders and has unanimously approved the Merger Agreement and the Merger, and unanimously recommends that US Airways Group stockholders vote FOR adoption of the Merger Agreement and FOR the adoption of each of the other proposals described in this proxy statement/prospectus.

US Airways Group Stockholders Entitled to Vote (see page 65)

US Airways Group stockholders of record at the close of business on _____, 2013, or the Record Date, are entitled to receive notice of and to vote at the 2013 Annual Meeting of Stockholders and at any adjournments or postponement thereof. On the Record Date, there were _____ shares of US Airways Group's common stock outstanding and eligible to be voted at the 2013 Annual Meeting of Stockholders. Each share of US Airways Group's common stock entitles its record holder to one vote on each matter submitted to the stockholders.

Vote Required

Assuming a quorum is present, the vote requirements for the various proposals are as follows:

Adoption of the Merger Agreement: Approval of the proposal to adopt the Merger Agreement requires the affirmative vote of a majority of the outstanding shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders;

Election of Directors: Each US Airways Group director nominee must be elected by the affirmative vote of a majority of the votes cast with respect to such nominee by the shares represented, in person or by proxy, and entitled to vote therefor at the 2013 Annual Meeting of Stockholders. A majority of the votes cast means that the number of votes cast for a nominee exceeds the number of votes cast against that nominee; and

All Other Matters: All other matters on the agenda will be decided by the affirmative vote of a majority of the shares of US Airways Group common stock represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders (and provided that a quorum need not be present to approve the proposal to adjourn the stockholder meeting to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement).

Voting by US Airways Group Directors and Executive Officers (see page 71)

As of the Record Date, directors and executive officers of US Airways Group were entitled to vote approximately _____ shares of US Airways Group common stock or approximately _____ % of the shares of US Airways Group common stock outstanding on that date. The affirmative vote of a majority of the outstanding shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders is required to adopt the Merger Agreement. Each director and executive officer has indicated his or her present intention to vote, or cause to be voted, the shares of US Airways Group common stock owned by him or her **FOR** the adoption of the Merger Agreement.

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Opinion of US Airways Group's Financial Adviser (see page 90)

On February 13, 2013, Barclays Capital Inc. (Barclays) rendered its opinion to US Airways Group's board of directors that, as of such date and based upon and subject to the qualifications, limitations, and assumptions stated in its opinion, from a financial point of view, the consideration to be received by the stockholders of US Airways Group in the Merger is fair to the stockholders of US Airways Group.

The full text of Barclays' written opinion, dated as of February 13, 2013, is attached as Annex E to this proxy statement/prospectus. Barclays' written opinion sets forth, among other things, the assumptions made, procedures followed, factors considered, and limitations upon the review undertaken by Barclays in rendering its opinion. You are encouraged to read the opinion carefully in its entirety. Barclays' opinion is (i) addressed to the board of directors of US Airways Group, (ii) addresses only the fairness, from a financial point of view, of the consideration to be offered to the stockholders of US Airways Group, and (iii) does not constitute a recommendation to any stockholder of US Airways Group as to how such stockholder should vote with respect to the proposed transaction or any other matter. Barclays was not requested to address, and its opinion does not in any manner address, US Airways Group's underlying business decision to proceed with or effect the proposed transaction.

Interests of US Airways Group's Directors and Executive Officers in the Merger (see page 107)

Certain members of the board of directors and executive officers of US Airways Group have interests in the Merger that are different from, or are in addition to, the interests of US Airways Group stockholders generally. These interests include those discussed below.

US Airways Group's executive officers are parties to agreements with US Airways Group and US Airways that provide for certain benefits upon a change in control of US Airways Group, including the Merger, and for severance benefits if their employment is terminated under certain circumstances in connection with a change in control of US Airways Group, including the Merger. In addition, the Merger Agreement provides that, as of the Effective Time, AAG will provide certain current and former US Airways Group non-employee directors various flight privileges and, in certain cases, a related tax gross-up payment.

Furthermore, US Airways Group compensation and benefit plans and arrangements provide for accelerated vesting of certain equity awards held by US Airways Group executive officers and directors upon the closing of a change in control of US Airways Group, including the Merger. Each US Airways Group executive officer has agreed to waive his or her rights to accelerated vesting of US Airways Group stock options, US Airways Group RSUs, and/or US Airways Group SARs, in each case, solely as a result of the Closing. In lieu of such rights, the US Airways Group executive officers have been provided a right to double trigger accelerated vesting of such equity awards, meaning the vesting of such equity awards would instead accelerate only upon a qualifying termination of such executive officers in connection with the Closing.

For more information, see the section entitled The Merger Interests of US Airways Group's Directors and Executive Officers in the Merger beginning on page 107.

Treatment of US Airways Group Equity Awards (see page 110)

The Merger Agreement provides that, at the Effective Time, (i) each US Airways Group stock option that is outstanding immediately prior to the Effective Time, whether or not vested, will be converted into an option to purchase a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock underlying the applicable US Airways Group stock option, and AAG will assume such stock option, (ii)(a) each US Airways Group stock-settled SAR that is outstanding immediately prior to the Effective Time, whether or not vested, will be converted into a stock-settled SAR covering a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock underlying the applicable US

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Airways Group stock-settled SAR, and (b) each US Airways Group cash-settled SAR that is outstanding immediately prior to the Effective Time will be converted into a cash-settled SAR to acquire an amount of cash determined by reference to a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock referenced by the applicable US Airways Group cash-settled SAR and, in each case, AAG will assume such SAR, and (iii)(a) each US Airways Group stock-settled RSU, each of which represents the right to receive one share of US Airways Group common stock, that is outstanding immediately prior to the Effective Time will be converted into a stock-settled RSU with respect to one share of AAG common stock, and (b) each US Airways Group cash-settled RSU, each of which represents the right to receive the value of one share of US Airways Group common stock, that is outstanding immediately prior to the Effective Time will be converted into the right to receive an amount in cash based on the value of one share of AAG common stock and, in each case, AAG will assume such RSU.

For more information, see the sections entitled *The Merger Agreement The Merger Consideration and the Plan Shares US Airways Group Stock Options and Other Stock Awards* beginning on page 116 and *The Merger Agreement The Merger Consideration and the Plan Shares US Airways Stock Options and Other Stock Awards US Airways Group Restricted Stock Units* beginning on page 117.

Listing of AAG Common Stock and Delisting of US Airways Group Common Stock (see page 106)

It is a condition to Closing that the shares of AAG common stock to be issued to US Airways Group equity holders pursuant to the Merger Agreement be authorized for listing on the NYSE or NASDAQ prior to the Effective Time. AMR will use its reasonable best efforts to cause the shares of AAG common stock to be authorized for listing on the NYSE or NASDAQ upon official notice of issuance, prior to the Closing Date. Upon the Closing, shares of US Airways Group common stock currently listed on the NYSE will be delisted and will be deregistered under the Exchange Act.

No Dissenters Rights (see page 106)

Under the DGCL, holders of US Airways Group common stock are not entitled to appraisal rights in connection with the Merger.

Comparison of Stockholder Rights and Corporate Governance Matters (see page 173)

US Airways Group stockholders receiving shares of AAG common stock in connection with the Merger will have different rights once they become stockholders of AAG due to differences between the governing corporate documents of US Airways Group and the proposed governing corporate documents of AAG. These differences are described in detail in the sections entitled *Description of Capital Stock of AAG* beginning on page 170 and *Comparison of Stockholder Rights and Corporate Governance Matters* beginning on page 173.

The Plan of Reorganization (see page 149)

On April 15, 2013, AMR and the other Debtors filed the Plan and the Disclosure Statement with the Bankruptcy Court. The Plan incorporates and will implement the Merger pursuant to the Merger Agreement. In addition, the Plan contains provisions for the treatment of equity interests in and prepetition claims against AMR and the other Debtors. Upon the effectiveness of the Plan and the Merger, which are anticipated to occur substantially contemporaneously, all shares of existing AMR common stock and other equity interests in AMR will be cancelled and all rights with respect thereto will cease to exist. For more information, see the section entitled *The Plan of Reorganization* beginning on page 149.

Table of Contents**Regulatory Approvals Required for the Merger (see page 102)**

Several domestic and international regulatory filings and approvals are required before AMR and US Airways Group can effect the Closing. Under the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), AMR and US Airways Group were required to file notifications with the Premerger Notification Office of the U.S. Federal Trade Commission (FTC) and the Antitrust Division of the DOJ and to observe a mandatory waiting period before completing the Merger. On March 4, 2013, AMR and US Airways Group received a Second Request from the DOJ in connection with the proposed Merger. The issuance of the Second Request extended the statutory HSR Act waiting period during which the parties cannot close the Merger. The DOJ is currently conducting its review of the Merger. Several state attorneys general also are reviewing the Merger and are coordinating their investigation with the DOJ. In addition, the Merger is subject to the pre-Closing approval of the European Commission under European Union (EU) merger control legislation. AMR and US Airways Group have also notified the Merger to the competition authorities in Canada, Brazil, and Mexico. These competition authorities have now all completed their review of the Merger without taking further action. The parties do not expect to file merger notifications in jurisdictions other than those described above. In addition to the antitrust related filings and clearances discussed above, AMR and US Airways Group must obtain approvals from various other U.S. regulatory agencies, including any required approvals from the U.S. Department of Transportation (DOT) and the U.S. Federal Aviation Administration (FAA), as well as certain other foreign regulatory authorities in connection with the Merger. However, obtaining such approvals (other than any required approvals from the DOT or the FAA) is only a condition to the Closing if the failure to obtain such approvals would reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG or to provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability. AMR and US Airways Group do not believe that the failure to receive any such regulatory approvals, other than any required approvals from the DOT or the FAA, would reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG, or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability.

Conditions to the Merger (see page 131)***Conditions to Each Party's Obligations to Effect the Merger***

AMR's, AMR Merger Subsidiaries, and US Airways Group's obligations to complete the Merger are conditioned upon the satisfaction or waiver of each of the following conditions:

the Merger Agreement must have been duly adopted by holders of a majority of the outstanding shares of US Airways Group common stock;

the HSR Act waiting period applicable to the Closing must have expired or been earlier terminated;

any required EU Merger Regulation approvals or authorizations must have been obtained;

any required approval or authorization from the FAA and the DOT must have been obtained;

any approval or authorization required to be obtained from any other governmental entity for the Closing must have been obtained, except for those the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

any approval or authorization required to be obtained under any other foreign antitrust, competition, or similar laws for the Closing must have been obtained, except for those the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect

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on AMR, US Airways Group, or AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

no governmental entity of competent jurisdiction may have enacted, issued, promulgated, enforced, or entered any law (whether temporary, preliminary, or permanent) that is in effect and restrains, enjoins, makes illegal, or otherwise prohibits the Closing or the consummation of the other transactions contemplated by the Merger Agreement, and no governmental entity of competent jurisdiction may have proposed (and not withdrawn) an order that could have a material adverse effect on AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

the shares of AAG common stock to be issued in the Merger and under the Plan must have been authorized for listing on the NYSE or NASDAQ upon official notice of issuance; and

the registration statement of which this proxy statement/prospectus forms a part must have become effective under the Securities Act, no stop order suspending its effectiveness may have been issued, and no proceedings for that purpose may have been initiated or be threatened by the SEC.

Conditions to Obligations of AMR and AMR Merger Sub

AMR's and AMR Merger Sub's obligations to effect the Merger are subject to the satisfaction or waiver of the following conditions:

each of the representations and warranties made by US Airways Group in the Merger Agreement (without giving effect to any materiality or material adverse effect qualifications contained therein) must be true and correct in all respects as of the date of the Merger Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of such earlier date) except (i) where the failure of such representations and warranties to be true and correct (other than with respect to specified representations and warranties relating to the capitalization of US Airways Group) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on US Airways Group; and (ii) where the failure of such specified representations and warranties relating to the capitalization of US Airways Group to be true and correct is not material;

US Airways Group must have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date;

AMR must have received a certificate signed on behalf of US Airways Group by the chief executive officer or chief financial officer of US Airways Group to the effect that the conditions in the prior two bullets have been satisfied;

AMR must have received the opinion of Weil, Gotshal & Manges LLP, counsel to AMR, in form and substance reasonably satisfactory to AMR, dated the Closing Date, substantially to the effect that the Merger in conjunction with the Plan will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"); and

any modifications, amendments, or supplements to the Plan, the Plan Related Documents, or the order of the Bankruptcy Court approving the restructuring of the Debtors pursuant to the Plan, including the approval of the Merger contemplated by the Merger Agreement, and the authorization of AMR to consummate the transactions contemplated by the Plan and the Merger Agreement (the Confirmation Order) not filed with the Bankruptcy Court by the Debtors must be reasonably acceptable to AMR;

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the Plan must have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order, the Confirmation Order must be in full force and effect and must not have been stayed, modified, or vacated; and the effective date of the Plan (the Effective Date) must occur contemporaneously with the Closing Date. As used herein, Plan Related Documents means modifications, amendments, supplements, schedules, exhibits, and other similar documents related to the Plan or the Disclosure Statement or their terms and conditions.

Conditions to Obligations of US Airways Group

US Airways Group's obligation to effect the Merger is also subject to the satisfaction or waiver of the following conditions:

each of the representations and warranties made by AMR and AMR Merger Sub in the Merger Agreement (without giving effect to any materiality or material adverse effect qualifications contained therein) must be true and correct in all respects as of the date of the Merger Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of that earlier date) except (i) where the failure of such representations and warranties to be true and correct (other than with respect to specified representations and warranties relating to the capitalization of AAG) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on AMR; and (ii) where the failure of such specified representations and warranties relating to the capitalization of AAG to be true and correct is less than a certain threshold of shares of AAG common stock;

each of AMR and AMR Merger Sub must have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date;

US Airways Group must have received a certificate signed on behalf of AMR and AMR Merger Sub by the chief executive officer or chief financial officer of AMR to the effect that the conditions in the first, second, sixth, and seventh bullets under this heading Conditions to Obligations of US Airways Group have been satisfied;

US Airways Group must have received the opinion of Latham & Watkins LLP, counsel to US Airways Group, in form and substance reasonably satisfactory to US Airways Group, dated the Closing Date, substantially to the effect that the Merger in conjunction with the Plan will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code;

the Plan, the Plan Related Documents, and the Confirmation Order must be in form and substance reasonably acceptable to US Airways Group (such acceptance not to be unreasonably delayed, conditioned, or withheld); the Plan must have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order; the Confirmation Order must be in full force and effect and must not have been stayed, modified, or vacated; and the Effective Date must occur contemporaneously with the Closing Date;

the Plan must include each of the components of a conforming plan as set forth in the Merger Agreement under The Merger Agreement Bankruptcy Matters beginning on page 122; and

immediately prior to the effectiveness of the Plan:

- i secured indebtedness of the Debtors (other than secured indebtedness with respect to municipal bonds) must not exceed \$6.8 billion in aggregate principal amount, subject to certain exceptions;

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secured indebtedness of the Debtors with respect to municipal bonds must not exceed \$1.7 billion in aggregate principal amount, subject to certain exceptions; and

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- i certain unpaid administrative expense claims and unpaid claims entitled to priority status under the Bankruptcy Code (other than priority claims related to pensions) must not exceed \$400 million in aggregate principal amount.

Expected Timing of the Merger

AMR and US Airways Group plan to complete the Merger as soon as is reasonably practicable and presently expect the Closing to occur in the third quarter of 2013. However, AMR and US Airways Group cannot predict the exact timing of the Closing because it is subject to approval of the Bankruptcy Court as part of the Plan, regulatory approvals, and other conditions.

Non-Solicitation of Acquisition Proposals (see page 124)

The Merger Agreement restricts US Airways Group and AMR from initiating, soliciting, knowingly encouraging, or facilitating certain proposals or offers with respect to a competing acquisition proposal, including the acquisition of a significant equity interest in US Airways Group or AMR (including AMR as reorganized pursuant to the Bankruptcy Code) or the acquisition of a significant portion of the assets of US Airways Group or AMR, or, in the case of AMR, the acquisition of claims against AMR that would entitle the purchaser to a significant equity interest in AMR (as reorganized pursuant to the Bankruptcy Code) or any plan of reorganization of AMR other than the Plan. However, each of US Airways Group or AMR may consider competing, unsolicited acquisition proposals and enter into discussions or negotiations regarding such acquisition proposals, if its board of directors determines that any such acquisition proposal constitutes, or is reasonably likely to lead to, a superior proposal and that the failure to take such action is reasonably likely to be inconsistent with its fiduciary duties under applicable law.

Termination Fees and Expenses (see page 136)

Subject to the specific exceptions discussed in this proxy statement/prospectus, in the event the Merger Agreement is terminated, US Airways Group may be required to pay a termination fee of \$55 million or \$195 million and AMR may be required to pay a termination fee of \$135 million or \$195 million (as the case may be). See the section entitled *The Merger Agreement Termination Fees and Expenses* beginning on page 136 for a discussion of the circumstances under which such termination fees will be required to be paid.

Material U.S. Federal Income Tax Consequences of the Merger (see page 103)

The Merger in conjunction with the Plan is intended to qualify as a reorganization within the meaning of Section 368(a) of the Code, and the Closing is conditioned upon the receipt by each of US Airways Group and AMR of an opinion from its outside counsel to the effect that the Merger so qualifies. If the Merger in conjunction with the Plan qualifies as such a reorganization, U.S. Holders generally will not recognize gain or loss as a result of the exchange of US Airways Group common stock for AAG common stock in the Merger, their aggregate tax basis in AAG common stock received in the Merger will be equal to the aggregate tax basis of the US Airways Group common stock surrendered in the Merger, and their holding period for AAG common stock received in the Merger will include their holding period for the US Airways Group common stock surrendered in the Merger. U.S. Holders who hold their US Airways Group common stock with differing bases or holding periods should consult their tax advisers with regard to identifying the bases or holding periods of the particular AAG common shares received in the Merger. As used herein, a *U.S. Holder* means a beneficial owner of US Airways Group common stock who is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust that (a) is subject to the primary supervision of a U.S. court and the control of one or more U.S.

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persons (within the meaning of Section 7701(a)(30) of the Code), or (b) has made a valid election under applicable U.S. Treasury regulations to be treated as a U.S. person.

The tax consequences of the Merger to each stockholder will depend on such stockholder's own situation. US Airways Group stockholders are urged to read the discussion in the section entitled "The Merger - Material U.S. Federal Income Tax Consequences" beginning on page 103, and to consult their tax advisers as to the U.S. federal income tax consequences of the Merger, as well as the effects of other federal, state, local, and non-U.S. tax laws.

Accounting Treatment (see page 105)

AMR prepares its financial statements in accordance with GAAP. The Merger will be accounted for using the acquisition method of accounting. AMR will be treated as the acquirer for accounting purposes. Upon emergence from Chapter 11, AMR will finalize all appropriate accounting entries associated with the Plan and adopt "fresh start" accounting in accordance with the Financial Accounting Standards Board's *Accounting Standards Classification* (ASC) 852, Reorganizations. Fresh start accounting requires resetting the historical net book value of assets and liabilities to fair value by assigning AMR's reorganization value to the fair value of its assets and liabilities pursuant to ASC 805. See the section entitled "The Merger - Accounting Treatment" beginning on page 105 and Note 3 to the unaudited pro forma condensed combined financial statements beginning on page 164.

Risk Factors (see page 41)

In evaluating the Merger and the Merger Agreement, you should carefully read this proxy statement/prospectus and especially consider the factors discussed in the section entitled "Risk Factors" beginning on page 41.

Comparative Per Share Market Price Data

For a detailed description of comparative market prices, see the section entitled "Comparative Per Share Market Price Data" beginning on page 145.

US Airways Group common stock currently trades on the NYSE under the symbol "LCC". Prior to the commencement of the Chapter 11 Cases and continuing through January 5, 2012, AMR's common stock was traded on the NYSE under the symbol "AMR". On December 29, 2011, the NYSE announced that it would suspend trading and move to delist AMR's common stock. AMR's common stock was delisted effective January 5, 2012. As a result, on January 5, 2012, AMR's common stock began trading on the over-the-counter market under the symbol "AAMRQ".

The table below sets forth, for the periods indicated, the range of high and low per share sales prices for AMR common stock as reported on the NYSE and over-the-counter market, as applicable, and for US Airways Group common stock as reported on the NYSE. For current price information, you should consult publicly available sources. Neither AMR nor US Airways Group paid any dividends during these periods.

The historical price information of US Airways Group stock does not necessarily reflect, and the historical price information of AMR common stock does not reflect the price at which AAG common stock will trade following the Merger. The Plan contemplates the cancellation of all currently outstanding equity securities of AMR. Therefore, it is not meaningful to determine the value of the Merger consideration by reference to current trading values of AMR common stock. Neither AMR nor US Airways Group can anticipate the price at which AAG common stock will trade following the Closing. For information on the financial forecasts developed by AMR management (the "AMR Forecasts"), the financial forecasts developed by US Airways Group management

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(the US Airways Group Forecasts), and the financial forecasts developed by AMR management and US Airways Group management (the AAG Disclosure Statement Forecasts, and, together with the AMR Forecasts and the US Airways Group Forecasts, the Forecasts), see the section entitled The Merger General Information regarding Forecasts and Expected Synergies beginning on page 97.

	US Airways Group		AMR	
	High	Low	High	Low
Fiscal Year 2013				
Second Quarter (through May 17, 2013)	\$ 19.52	15.03	\$ 6.85	3.40
First Quarter	17.43	12.70	4.52	0.80
Fiscal Year 2012				
Fourth Quarter	\$ 13.75	10.32	\$ 0.99	0.36
Third Quarter	14.51	9.74	0.56	0.36
Second Quarter	13.80	7.41	0.60	0.44
First Quarter	9.91	4.97	0.83	0.24
Fiscal Year 2011				
Fourth Quarter	\$ 6.48	3.96	\$ 3.10	0.20
Third Quarter	9.15	4.68	5.54	2.94
Second Quarter	10.35	7.76	6.79	5.40
First Quarter	11.56	7.71	8.89	6.05

The following table presents:

the last reported sale price of a share of AMR common stock, as reported on the over-the-counter market; and

the last reported sale price of a share of US Airways Group common stock, as reported on the NYSE; in each case, on February 13, 2013, the last full trading day prior to the public announcement of the proposed Merger, and on May 17, 2013, the last practicable trading day prior to the date of this proxy statement/prospectus.

Date	US Airways Group	AMR
February 13, 2013	\$ 14.66	\$ 1.30
May 17, 2013	\$ 19.01	\$ 6.55

As noted above, because the Plan contemplates the cancellation of all currently outstanding securities of AMR, the historical price information of AMR common stock does not reflect the price at which AAG common stock will trade following the Closing.

Selected Consolidated Financial Data***Selected Consolidated Financial Data of AMR***

The selected consolidated financial data presented below under the captions Consolidated statements of operations data and Consolidated balance sheet data for the years ended December 31, 2012, 2011, and 2010 and as of December 31, 2012 and 2011 are derived from AMR's audited consolidated financial statements included in this proxy statement/prospectus. See the section entitled Unaudited Pro Forma Condensed Combined Financial Statements beginning on page 154. The selected consolidated financial data for the years ended December 31, 2009 and 2008 and as of December 31, 2010, 2009, and 2008 are derived from AMR's audited consolidated financial statements for such years, which have not been included in, or incorporated by reference into, this proxy statement/prospectus. See the section entitled Additional Information beginning on page 336.

The consolidated statement of operations data for the three months ended March 31, 2013 and 2012, and the consolidated balance sheet data as of March 31, 2013 have been derived from the AMR unaudited interim

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condensed consolidated financial statements for the three months ended March 31, 2013, included in this proxy statement/prospectus. The balance sheet data as of March 31, 2012, has been derived from the AMR unaudited interim condensed consolidated financial statements for such periods, which have not been included in, or incorporated by reference into, this proxy statement/prospectus. These financial statements are unaudited, but, in the opinion of AMR's management, contain all adjustments necessary to present fairly AMR's consolidated financial position, results of operations, and cash flows for the periods indicated.

You should read this selected consolidated financial data together with the financial statements of AMR that are included in this proxy statement/prospectus and their accompanying notes and management's discussion and analysis of financial condition and results of operations of AMR contained in this proxy statement/prospectus. See the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 beginning on page F-2 and the AMR 2012 consolidated financial statements beginning on page F-31.

	Three Months Ended March 31,		Year Ended December 31,				
	2013 ^(a)	2012 ^(a)	2012 ^{(a),(d)}	2011 ^(a)	2010 ^(a)	2009 ^{(a),(d)}	2008 ^{(a),(f)}
	(In millions,						
	except share and						
	per share data)		(In millions, except share and per share data)				
Consolidated statements of operations data:							
Total operating revenues	\$ 6,098	\$ 6,037	\$ 24,855	\$ 23,979	\$ 22,170	\$ 19,917	\$ 23,766
Operating income (loss)	52	(89)	107	(1054)	308	(1004)	(1889)
Reorganization items, net ^(b)	(160)	(1,401)	(2,208)	(118)			
Net income (loss)	(341)	(1,660)	(1,876)	(1,979)	(471)	(1,468)	(2,118)
Net income (loss) per share:							
Basic	(1.02)	(4.95)	(5.60)	(5.91)	(1.41)	(4.99)	(8.16)
Diluted	(1.02)	(4.95)	(5.60)	(5.91)	(1.41)	(4.99)	(8.16)
Consolidated balance sheet data (at end of period):							
Total assets	23,852	24,511	23,510	23,848	25,088	25,438	25,175
Long-term debt, less current maturities	6,646	6,575	6,735	6,702	8,756	9,984	8,423
Obligations under capital leases, less current obligations	375	316	381		497	599	582
Obligation for pension and post-retirement benefits ^{(c), (e)}	6,730	1,685	6,780	9,204	7,877	7,397	6,614
Liabilities subject to compromise	6,779	15,001	6,606	4,843			
Stockholders' equity (deficit) ^(e)	(8,376)	(8,686)	(7,987)	(7,111)	(3,945)	(3,489)	(2,935)

(a) Includes special charges and other items, as follows:

The 2013 first quarter special charges consisted of \$16 million in Merger-related charges, \$12 million of severance-related charges and write off of leasehold improvements at airport facilities that were rejected during the Chapter 11 Cases and a \$45 million charge due to an increase in workers' compensation claims in recent months as well as adverse development on older claims. The 2012 first quarter included special charges of \$11 million related to the write off of leasehold improvements on aircraft.

In 2012, special charges consisted of \$387 million of severance-related charges and write off of leasehold improvements on aircraft and at airport facilities that were rejected during the Chapter 11 Cases. AMR's 2012 results also include a \$280 million benefit from a settlement of a commercial dispute.

In 2011, special charges and other items consisted of \$799 million, including \$725 million related to the impairment of certain aircraft and gates, \$31 million of non-recurring non-cash charges related to certain sale/leaseback transactions, and a \$43 million revenue reduction as a result of a decrease in the breakage assumption related to the AAdvantage[®] program frequent flier liability.

In 2010, special items consisted of \$81 million and include the impairment of certain route authorities in Latin America and losses on Venezuelan currency remeasurement.

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In 2009, restructuring charges of \$171 million primarily consisted of the grounding of the Airbus A300 fleet and the impairment of Embraer RJ-135 aircraft. Special items in 2009 consisted of \$184 million and include the impairment of certain route and slot authorities, primarily in Latin America, and losses on certain sale-leaseback transactions. In 2008, restructuring charges consisted of \$1.2 billion primarily related to aircraft and employee charges due to announced capacity reductions (for further discussion of these items, see Note 3 to the AMR 2012 consolidated financial statements).

- (b) Reorganization items refer to revenues, expenses (including professional fees), realized gains and losses, and provisions for losses that are realized or incurred as a direct result of the Chapter 11 Cases. See Note 1 to the AMR 2012 consolidated financial statements and Note 1 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013, included herein for further information on reorganization items.
- (c) AMR's defined benefit pension plans were frozen effective November 1, 2012, and the Pilot B Plan, a defined contribution plan, was terminated on November 30, 2012. Further, AMR significantly modified its retiree medical plans in 2012 resulting in the recognition of a negative plan amendment. See Note 11 to the AMR 2012 consolidated financial statements included herein for further information on retirement benefits, including the financial impact of these plan changes.
- (d) Includes the impact of a \$569 million and \$248 million tax benefit related to the allocation of tax expense to other comprehensive income items recognized in 2012 and 2009, respectively.
- (e) As a result of a significant decline in 2008 in the market value of AMR's benefit plan assets, AMR recorded a \$3.0 billion increase in pension and retiree medical and other benefits and a similar decrease in stockholders' equity in 2008. In 2008, AMR incurred \$103 million in expense due to a pension settlement. As a result of actuarial changes in the discount rate, AMR recorded a \$1.3 billion increase in pension and retiree medical and other benefits obligations and a corresponding decrease in stockholders' equity in 2011.
- (f) Includes the impact of the \$432 million gain on the sale of American Beacon Advisers.

No cash dividends were declared on AMR's common shares during any of the periods above.

Selected Consolidated Financial Data of US Airways Group

The selected consolidated financial data presented below under the captions "Consolidated statements of operations data" and "Consolidated balance sheet data" for the years ended December 31, 2012, 2011, and 2010 and as of December 31, 2012 and 2011 are derived from US Airways Group's audited consolidated financial statements contained in its Annual Report on Form 10-K for the year ended December 31, 2012, which is incorporated by reference in this proxy statement/prospectus. The selected consolidated financial data for the years ended December 31, 2009 and 2008 and as of December 31, 2010, 2009, and 2008 are derived from US Airways Group's audited consolidated financial statements for such years, which have not been incorporated by reference into this proxy statement/prospectus. The selected consolidated financial data should be read in conjunction with US Airways Group's consolidated financial statements for the respective periods, the related notes, and the related reports of KPMG LLP, an independent registered public accounting firm.

The consolidated statement of operations data for the three months ended March 31, 2013 and 2012, and the consolidated balance sheet data as of March 31, 2013 have been derived from US Airways Group's unaudited condensed consolidated financial statements contained in its Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2013, which is incorporated by reference in this proxy statement/prospectus. The balance sheet data as of March 31, 2012 has been derived from US Airways Group's unaudited condensed consolidated financial statements for such period, which have not been included in, or incorporated by reference into, this proxy statement/prospectus. These financial statements are unaudited, but, in the opinion of US Airways Group's management, contain all adjustments necessary to present fairly US Airways Group's consolidated financial position, results of operations, and cash flows for the periods indicated.

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You should read this selected consolidated financial data together with the financial statements of US Airways Group and the accompanying notes and management's discussion and analysis of financial condition and results of operations of US Airways Group contained in US Airways Group's Annual Report on Form 10-K for the year ended December 31, 2012 and Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2013, each of which is incorporated by reference in this proxy statement/prospectus. See the section entitled "Additional Information" beginning on page 336.

	Three Months Ended			Year Ended December 31,			
	March 31, 2013	March 31, 2012	March 31, 2011	December 31, 2011	December 31, 2010	December 31, 2009	December 31, 2008
(In millions, except share and per share data)							
Consolidated statements of operations data:							
Operating revenues	\$ 3,380	\$ 3,266	\$ 13,831	\$ 13,055	\$ 11,908	\$ 10,458	\$ 12,118
Operating expenses	3,277	3,207	12,975	12,629	11,127	10,340	13,918
Operating income (loss)	103	59	856	426	781	118	(1,800)
Net income (loss)	44	48	637	71	502	(205)	(2,215)
Earnings (loss) per common share:							
Basic	\$ 0.27	\$ 0.30	\$ 3.92	\$ 0.44	\$ 3.11	\$ (1.54)	\$ (22.11)
Diluted	0.26	0.28	3.28	0.44	2.61	(1.54)	(22.11)
Shares used for computation (in thousands):							
Basic	162,902	162,130	162,331	162,028	161,412	133,000	100,168
Diluted	206,748	201,814	203,978	163,743	201,131	133,000	100,168
Consolidated statements of operations data excluding special items (a):							
Operating income (loss) excluding special items	\$ 144	\$ 62	\$ 893	\$ 452	\$ 785	\$ (199)	\$ (606)
Net income (loss) excluding special items	55	(22)	537	111	447	(499)	(808)
Earnings (loss) per common share excluding special items:							
Basic	\$ 0.34	\$ (0.13)	\$ 3.31	\$ 0.69	\$ 2.77	\$ (3.75)	\$ (8.06)
Diluted	0.31	(0.13)	2.79	0.68	2.34	(3.75)	(8.06)
Consolidated balance sheet data (at end of period):							
Total assets	\$ 10,147	\$ 8,848	\$ 9,396	\$ 8,335	\$ 7,819	\$ 7,454	\$ 7,214
Long-term obligations, less current maturities (b)	3,923	4,582	5,013	4,718	4,559	4,643	4,281
Total stockholders' equity (deficit)	841	200	790	150	84	(355)	(494)

(a) See reconciliation of GAAP to non-GAAP financial measures below.

(b) Includes debt, capital leases, post-retirement benefits other than pensions and employee benefit liabilities, and other.

Reconciliation of GAAP to Non-GAAP Financial Measures

US Airways Group is providing disclosure of the reconciliation of reported non-GAAP financial measures to its comparable financial measures on a GAAP basis. US Airways Group believes that the non-GAAP financial measures provide investors the ability to measure financial performance excluding special items, which is more indicative of its ongoing performance and is more comparable to measures reported by other major airlines.

	Three Months Ended			Year Ended December 31,			
	March 31, 2013	March 31, 2012	March 31, 2011	December 31, 2011	December 31, 2010	December 31, 2009	December 31, 2008
(In millions)							
Operating income (loss) GAAP	\$ 103	\$ 59	\$ 856	\$ 426	\$ 781	\$ 118	\$ (1,800)
Operating special items, net ^(a)	41	3	37	26	4	(317)	1,194
Operating income (loss) excluding special items	144	62	893	452	785	(199)	(606)

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Net income (loss) GAAP	44	48	637	71	502	(205)	(2,215)
Operating special items, net ^(a)	41	3	37	26	4	(317)	1,194
Nonoperating special items, net ^(b)	(30)	(73)	(137)	(7)	(59)	61	213
Income tax special items ^(c)				21		(38)	
Net income (loss) excluding special items	\$ 55	\$ (22)	\$ 537	\$ 111	\$ 447	\$ (499)	\$ (808)

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(a) Includes the following operating special charges (credits):

The three months ended March 31, 2013 consisted primarily of Merger-related costs and charges related to the ratification of the US Airways flight attendant collective bargaining agreement (CBA).

The 2012 period included \$34 million of charges primarily related to corporate transaction and auction rate securities arbitration costs as well as \$3 million of express special charges related to ratification of a new Piedmont fleet and passenger services contract.

The 2011 period included \$24 million of charges primarily related to corporate transaction and auction rate securities arbitration costs as well as \$2 million in express other special charges.

The 2010 period included a \$6 million non-cash charge related to the decline in value of certain spare parts, \$5 million in aircraft costs related to capacity reductions, and other net special charges of \$10 million, which included a settlement and corporate transaction costs. These costs were offset in part by a \$16 million refund of Aviation and Security Infrastructure Fee (ASIF) and a \$1 million refund of ASIF for US Airways Group s express subsidiaries previously paid to the Transportation Security Administration (TSA) during the years 2005 to 2009.

The 2009 period included \$375 million of net unrealized gains on fuel hedging instruments, offset in part by \$22 million in aircraft costs as a result of capacity reductions, \$16 million in non-cash impairment charges due to the decline in value of certain indefinite lived intangible assets associated with international routes, \$11 million in severance and other charges, \$6 million in costs incurred related to the 2009 liquidity improvement program, and \$3 million in non-cash charges related to the decline in value of certain express spare parts.

The 2008 period included a \$622 million non-cash charge to write-off all of the goodwill created by the merger of US Airways Group and America West in September 2005, as well as \$496 million of net unrealized losses on fuel hedging instruments. In addition, the 2008 period included \$35 million of merger-related transition expenses, \$18 million in non-cash charges related to the decline in value of certain spare parts associated with US Airways Group s Boeing 737 aircraft fleet, and, as a result of capacity reductions, \$14 million in aircraft costs and \$9 million in severance charges.

(b) Includes the following nonoperating special charges (credits):

The three months ended March 31, 2013 consisted of a \$30 million credit in connection with an award received in an arbitration related to previous investments in auction rate securities.

The three months ended March 31, 2012 consisted of a \$73 million gain relating to the Slot transaction with Delta Air Lines.

The 2012 period primarily included a \$142 million gain related to the Slot transaction with Delta Air Lines, offset in part by \$3 million in debt prepayment penalties and non-cash write-offs of certain debt issuance costs related to the refinancing of two Airbus aircraft.

The 2011 period included a \$15 million credit in connection with an award received in an arbitration involving investments in auction rate securities, offset in part by \$6 million in debt prepayment penalties and non-cash write-offs of certain debt issuance costs related to the refinancing of five Airbus aircraft as well as \$2 million of losses related to investments in auction rate securities.

The 2010 period included \$53 million of net realized gains related to the sale of certain investments in auction rate securities as well as an \$11 million settlement gain, offset in part by \$5 million in non-cash charges related to the write-off of debt issuance costs.

The 2009 period included \$49 million in non-cash charges associated with the sale of 10 Embraer 190 aircraft and write-off of related debt discount and issuance costs, \$10 million in other-than-temporary non-cash impairment charges for investments in auction rate securities, and a \$2 million non-cash asset impairment charge.

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The 2008 period included \$214 million in other-than-temporary non-cash impairment charges for investments in auction rate securities, as well as \$7 million in write-offs of debt discount and debt issuance costs in connection with the refinancing of certain aircraft equipment notes and certain loan prepayments, offset in part by \$8 million in gains on forgiveness of debt.

(c) Includes the following income tax special charges (credits):

The 2011 period included a non-cash tax charge of \$21 million as a result of the sale of US Airways Group's final remaining investment in auction rate securities in July 2011. This charge recognized in the statement of operations the tax provision that was recorded in other comprehensive income, a subset of stockholders' equity, in the fourth quarter of 2009 as described below.

The 2009 period included a tax benefit of \$38 million. Of this amount, \$21 million was due to a non-cash income tax benefit related to gains recorded within other comprehensive income during 2009. In addition, US Airways Group recorded a \$14 million tax benefit related to a legislation change allowing US Airways Group to carry back 100% of 2008 Alternative Minimum Tax liability net operating losses (NOLs), resulting in the recovery of such Alternative Minimum Tax liability amounts paid in prior years. US Airways Group also recognized a \$3 million tax benefit related to the reversal of the deferred tax liability associated with the indefinite lived intangible assets that were impaired during 2009.

Supplementary Financial Data

The table below sets forth certain unaudited supplementary quarterly financial data of AMR for 2013, 2012 and 2011:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
	(In millions, except per share amounts)			
2013				
Operating revenues	\$ 6,098	\$	\$	\$
Operating income (loss)	52			
Net earnings (loss)	(341)			
Earnings (loss) per share:				
Basic	(1.02)			
Diluted	(1.02)			
2012				
Operating revenues	\$ 6,037	\$ 6,452	\$ 6,429	\$ 5,937
Operating income (loss)	(89)	142	51	3
Net earnings (loss)	(1,660)	(241)	(238)	263
Earnings (loss) per share:				
Basic	(4.95)	(0.72)	(0.71)	0.78
Diluted	(4.95)	(0.72)	(0.71)	0.69
2011				
Operating revenues	\$ 5,533	\$ 6,114	\$ 6,376	\$ 5,956
Operating income (loss)	(232)	(78)	39	(783)
Net earnings (loss)	(436)	(286)	(162)	(1,095)
Earnings (loss) per share:				
Basic	(1.31)	(0.85)	(0.48)	(3.27)
Diluted	(1.31)	(0.85)	(0.48)	(3.27)

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The following table presents selected unaudited pro forma condensed combined financial data about AMR's consolidated balance sheet and statements of operations, after giving effect to the Merger and fresh start accounting. The information under Unaudited Pro Forma Condensed Combined Statement of Operations Data in the table below reflects the impact of fresh start accounting for AMR as if implemented on January 1, 2012 and gives effect to the Merger as if it had been consummated on January 1, 2012, the beginning of the earliest period presented. The information under Unaudited Pro Forma Condensed Combined Balance Sheet Data in the table below assumes the Merger had been consummated on December 31, 2012. This unaudited pro forma condensed combined financial data was prepared using the acquisition method of accounting with AMR considered the acquirer of US Airways Group. See the section entitled The Merger Accounting Treatment beginning on page 105.

In addition, the unaudited pro forma condensed combined financial data includes adjustments that are preliminary and may be revised. There can be no assurance that such revisions will not result in material changes. The unaudited pro forma condensed combined financial data is presented for illustrative purposes only and does not indicate the financial results of AMR or AAG.

Further, upon emergence from Chapter 11, AMR will finalize all appropriate accounting entries associated with the Plan and adopt fresh start accounting in accordance with ASC 852, Reorganizations. Fresh start accounting requires resetting the historical net book value of remaining assets and liabilities to fair value by assigning AMR's reorganization value to the fair value of its assets and liabilities pursuant to ASC 805.

The information presented below should be read in conjunction with the historical consolidated financial statements of AMR and US Airways Group, including the related notes, in the case of AMR, included in this proxy statement/prospectus, and in the case of US Airways Group, incorporated by reference into this proxy statement/prospectus, and with the unaudited pro forma condensed combined financial statements of AMR and US Airways Group, including the related notes, appearing elsewhere in this proxy statement/prospectus. See the section entitled Additional Information beginning on page 336, the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 beginning on page F-2, the AMR 2012 consolidated financial statements beginning on page F-31, and the section entitled Unaudited Pro Forma Condensed Combined Financial Statements beginning on page 154.

The unaudited pro forma condensed combined financial data is not necessarily indicative of results that actually would have occurred or that may occur in the future had the Merger been completed on the dates indicated.

Unaudited Pro Forma Condensed Combined Statements of Operations Data

	Three Months Ended March 31, 2013 (In millions, except per share data)	Year Ended December 31, 2012 (In millions, except per share data)
Operating revenues	\$ 9,501	\$ 38,689
Operating expenses	9,314	37,465
Operating income	187	1,224
Net income (loss)	(112)	599
Earnings (loss) per share:		
Basic	(0.16)	0.86
Diluted	(0.16)	0.85

Table of Contents**Unaudited Pro Forma Condensed Combined Balance Sheet Data**

	As of March 31, 2013 (In millions)
Unrestricted cash, cash equivalents, and short-term investments	\$ 6,772
Total assets	55,363
Long-term debt and capital lease obligations, excluding current portion	11,002
Stockholders' equity	12,478

Unaudited Comparative Per Share Data

Presented below are AMR's and US Airways Group's historical per share data for the three months ended March 31, 2013 and the year ended December 31, 2012 and unaudited pro forma combined per share data for the three months ended March 31, 2013 and the year ended December 31, 2012. This information should be read together with the historical consolidated financial statements and related notes of US Airways Group that are incorporated by reference into this proxy statement/prospectus, the consolidated financial statements and related notes of AMR that are included in this proxy statement/prospectus, and with the unaudited pro forma condensed combined financial data included in the section entitled "Unaudited Pro Forma Condensed Combined Financial Statements" beginning on page 154. The unaudited pro forma condensed combined financial data is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the Merger had been completed as of the beginning of the periods presented, nor is it necessarily indicative of the future operating results or financial position of AMR or AAG. The historical book value per share is computed by dividing total stockholders' equity (deficit) by the number of shares of common stock outstanding at the end of the period. The pro forma loss per share of AAG is computed by dividing the pro forma loss by the pro forma weighted average number of shares outstanding. The pro forma book value per share of AAG is computed by dividing total pro forma stockholders' equity by the pro forma number of shares of common stock outstanding at the end of the period.

AMR Historical	Three Months Ended March 31, 2013	Year Ended December 31, 2012
Loss per share		
Basic	\$ (1.02)	\$ (5.60)
Diluted	\$ (1.02)	\$ (5.60)
Book value per share of common stock	\$ (24.99)	\$ (23.82)

US Airways Group Historical	Three Months Ended March 31, 2013	Year Ended December 31, 2012
Earnings per share		
Basic	\$ 0.27	\$ 3.92
Diluted	\$ 0.26	\$ 3.28
Book value per share of common stock	\$ 5.15	\$ 4.86

AMR unaudited pro forma combined amounts	Three Months Ended March 31, 2013	Year Ended December 31, 2012
Earnings (loss) per share		
Basic	\$ (0.16)	\$ 0.86
Diluted	\$ (0.16)	\$ 0.85
Book value per share of common stock	\$ 17.85	\$ 17.13

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GLOSSARY

Set forth below is a Glossary of defined terms used in this proxy statement/prospectus:

2002 Plan means the America West 2002 Incentive Equity Plan.

2005 Plan means the US Airways Group, Inc. 2005 Equity Incentive Plan.

2008 Plan means the US Airways Group, Inc. 2008 Equity Incentive Plan.

2011 Plan means the US Airways Group, Inc. 2011 Incentive Award Plan.

2013 Annual Meeting of Stockholders means the 2013 annual meeting of stockholders of US Airways Group.

2013 Equity Awards means AMR's long-term incentive awards to be granted by AMR under the AAG 2013 IAP in the form of stock-settled RSUs or, to the extent permitted by the Merger Agreement, cash or cash-settled awards, to certain AMR employees to be effective upon the Closing.

7% Convertible Note Indenture means the Indenture, dated as of September 30, 2005, between US Airways Group and U.S. Bank National Association, as trustee.

7.25% Convertible Note Indenture means the Indenture, dated as of May 13, 2009, between US Airways Group and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented by the First Supplemental Indenture, dated as of May 13, 2009, between US Airways Group and The Bank of New York Mellon Trust Company, N.A., as trustee.

AAdvantage® program means AMR's AAdvantage® frequent flyer program.

AAG means AMR following the Closing, as renamed American Airlines Group Inc., and, as the context requires, its subsidiaries (including US Airways Group and its subsidiaries).

AAG 2013 IAP means the new American Airlines Group Inc. 2013 Incentive Award Plan to be effected pursuant to the Plan.

AAG Bylaws means the amended and restated bylaws of AMR to be effective at the Effective Time, a copy of which is included as Annex D to this proxy statement/prospectus.

AAG Certificate of Incorporation means the amended and restated certificate of incorporation of AMR to be effective immediately prior to the Effective Time, a copy of which is included as Annex B to this proxy statement/prospectus.

AAG Convertible Preferred Stock means the series of preferred stock, par value \$0.01 per share, of AAG, designated as Series A Convertible Preferred Stock.

AAG Disclosure Statement Forecasts means the financial forecasts developed by AMR management and US Airways Group management solely in connection with the Disclosure Statement being delivered to stakeholders of the Debtors in the Chapter 11 Cases.

AAG Securities means, collectively, AAG common stock, preferred stock, warrants, rights, or options to purchase AAG common stock and certain other equity-type interests of AAG.

Acquiring Person means a person or group of affiliated or associated persons who has acquired, or obtained the right to acquire, beneficial ownership of 4.9% or more of the common stock of US Airways Group.

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Ad Hoc Committee means the Ad Hoc Group of AMR Corporation Creditors, consisting of substantial prepetition unsecured creditors of the Debtors.

AFA means the Association of Flight Attendants-CWA.

Airbus means Airbus S.A.S.

ALPA means the Air Line Pilots Association.

Amendment means the Amendment to Agreement and Plan of Merger, dated as of May 15, 2013, by and among AMR, AMR Merger Sub, and US Airways Group.

America West means America West Holdings Corporation.

American means American Airlines, Inc., a wholly-owned subsidiary of AMR.

American Debtors means, for purposes of the Plan, American and certain of its subsidiaries, as substantively consolidated into one of three nodes pursuant to which the Plan will classify creditor claims.

American Eagle means American Eagle Airlines, Inc., an indirectly wholly-owned subsidiary of AMR.

American Eagle Carriers means the regional airlines that provide regional feed to American American Eagle, Chautauqua Airlines, Inc., SkyWest Airlines, Inc., Republic Airlines, Inc., and ExpressJet Airlines, Inc.

AMR means AMR Corporation, or AMR Corporation and its subsidiaries, as the context requires.

AMR 2012 AIP means AMR's 2012 Annual Incentive Plan.

AMR Alignment Awards means the long-term incentive awards to be granted by AMR under the AAG 2013 IAP in the form of stock-settled RSUs or, to the extent permitted by the Merger Agreement, cash or cash-settled awards, to certain AMR employees to be effective upon the Closing.

AMR Debtors means, for purposes of the Plan, AMR and certain of its subsidiaries, as substantively consolidated into one of three nodes pursuant to which the Plan will classify creditor claims.

AMR Disclosure Letter means the disclosure letter delivered to US Airways Group by AMR concurrently with the execution and delivery of the Merger Agreement.

AMR Eagle means AMR Eagle Holding Corporation, a wholly-owned subsidiary of AMR.

AMR Existing Severance Agreements means those executive termination benefit agreements entered into between AMR and certain of its executive officers prior to the commencement of the Chapter 11 Cases.

AMR Forecasts means the financial forecasts of AMR developed by management of AMR and used by US Airways Group's financial adviser and the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement, which are summarized under the section entitled "The Merger General Information regarding Forecasts and Expected Synergies Certain AMR Forecasted Financial Information" beginning on page 99.

AMR Merger Severance Agreements means those severance agreements that will be entered into between AMR and its named executive officers, to be effective upon the Closing.

AMR Merger Sub means AMR Merger Sub, Inc., a wholly-owned subsidiary of AMR.

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AMR Non-Qualified Plan means AMR's Supplemental Executive Retirement Plan.

AMR Retirement Benefit Plan means the AMR Retirement Benefit Plan of American Airlines, Inc. for Agents, Management, Specialists, Support Personnel, and Officers.

AMR STI means AMR's 2013 short-term incentive plan.

AMR SuperSaver Plan means the Super Saver 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries.

ANCA means the Airport Noise and Capacity Act of 1990.

APA means the Allied Pilots Association.

APFA means the Association of Professional Flight Attendants.

ASC means the Financial Accounting Standards Board's *Accounting Standards Codification*.

ASIF means the Aviation and Security Infrastructure Fee paid by airlines to the TSA.

ASM means available seat mile, a measure of capacity. ASMs equal the total number of seats available for transporting passengers on an aircraft during a reporting period multiplied by the total number of miles flown by that aircraft during that period.

ATC means air traffic control, which is operated by the FAA.

ATSA means the Aviation and Transportation Security Act.

AWA means America West Airlines, Inc.

Bankruptcy Code means title 11 of the U.S. Code, 11 U.S.C. sections 101, *et seq.*, as amended.

Bankruptcy Court means the U.S. Bankruptcy Court for the Southern District of New York.

Bar Date means July 16, 2012 at 5:00 p.m. (Eastern Time), the deadline to file proofs of claim against any Debtor.

Barclays means Barclays Capital Inc.

Boeing means The Boeing Company.

Broker Non-Vote means the return of a proxy card by a broker without voting on a non-discretionary proposal because the broker received no instruction from the stockholder. Broker Non-Votes are considered for the purposes of determining quorum.

CBA means a collective bargaining agreement.

Chapter 11 means chapter 11 of the Bankruptcy Code.

Chapter 11 Cases means the voluntary cases commenced by the Debtors under Chapter 11 being jointly administered as Case No. 11-15463 (SHL) in the Bankruptcy Court.

CLA means a conditional labor agreement.

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Closing means the consummation of the Merger.

Closing Date means the date on which the Closing occurs.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means the U.S. Internal Revenue Code of 1986, as amended.

Confirmation Order means an order of the Bankruptcy Court approving the restructuring of the Debtors pursuant to the Plan, including the approval of the Merger contemplated by the Merger Agreement, and the authorization of AMR to consummate the transactions contemplated by the Plan and the Merger Agreement.

Consenting Creditors means the holders of certain prepetition claims against one or more of the Debtors that entered into the Support and Settlement Agreement with the Debtors.

Debtors means AMR and certain of its direct and indirect domestic subsidiaries that filed the Chapter 11 Cases.

DFW means the Dallas-Fort Worth International Airport.

DGCL means the General Corporation Law of the State of Delaware, as amended.

DHS means the U.S. Department of Homeland Security.

Disclosure Statement means a disclosure statement filed by AMR and the other Debtors under Section 1125 of the Bankruptcy Code.

Distribution Date means the date on which US Airways Group makes a public announcement that a person or group of affiliated or associated persons has acquired, or obtained the right to acquire, beneficial ownership of 4.9% or more of the common stock of US Airways Group, or such earlier date that a majority of the board of directors of US Airways Group becomes aware of the existence of an Acquiring Person.

DOJ means the U.S. Department of Justice.

DOT means the U.S. Department of Transportation.

Double-Dip Unsecured Claims means, collectively, general unsecured claims against American that are guaranteed by AMR and general unsecured claims against AMR that are guaranteed by American.

Eagle Debtors means, for purposes of the Plan, AMR Eagle and certain of its subsidiaries, as substantively consolidated into one of three nodes pursuant to which the Plan will classify creditor claims.

EBIT means earnings before interest and taxes.

EBITDA means earnings before interest, taxes, depreciation, and amortization.

EBITDAR means earnings before interest, taxes, depreciation, amortization, and mainline aircraft rent expense.

EETC means an enhanced equipment trust certificate.

Effective Date means the effective date of the Plan.

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Effective Time means the date and time at which AMR and US Airways Group cause an executed and acknowledged certificate of merger to be filed with the Secretary of State of the State of Delaware or such later date and time as AMR and US Airways Group may agree in writing and specify in the certificate of merger for the Merger to become effective.

EPA means the U.S. Environmental Protection Agency.

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Ernst & Young means Ernst & Young LLP.

ETS means the EU emissions trading scheme.

EU means the European Union.

EU Merger Regulation means the European Community Council Regulation No. 139/2004.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

Existing Holder means any person who beneficially owned shares of common stock of US Airways Group equal to or exceeding 4.9% of the outstanding common stock of US Airways Group immediately prior to the first public announcement of the adoption of the Tax Plan.

Expected Synergies means the more than \$1 billion in annual net synergies in 2015 projected to be realized by AAG, including cost synergies of more than \$150 million (after taking into account the improved compensation arrangements negotiated with employees of AAG) and revenue synergies of approximately \$900 million.

FAA means the U.S. Federal Aviation Administration.

Forecasts means, collectively, the AMR Forecasts, the US Airways Group Forecasts, and the AAG Disclosure Statement Forecasts.

FTC means the U.S. Federal Trade Commission.

GAAP means U.S. generally accepted accounting principles.

GDS means global distribution system.

HSR Act means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

IBES means the Institutional Brokers Estimate System.

ICAO means the United Nations International Civil Aviation Organization.

Independent Director means a person who satisfies the requirements for independence under Rule 303A of the NYSE as then in effect.

IRS means the U.S. Internal Revenue Service.

ISO means an incentive stock option.

JBA means a joint business agreement.

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LIBOR means the London interbank offered rate for deposits of U.S. Dollars.

Load Factor means Passenger Load Factor.

LTIPP means a US Airways Group Long-Term Incentive Performance Program.

Maximum Plan Shares means an aggregate number of shares of AAG common stock equal to (i)(a) the US Airways Fully Diluted Shares, multiplied by (b) the quotient (rounded to four decimals) of 72 divided by 28 (rounded to the nearest whole share) less (ii) the number of shares of AAG common stock represented by equity-based awards to be issued to employees of AMR and its subsidiaries as contemplated by the Merger Agreement and the Plan, subject to certain agreed upon exceptions.

Merger means the merger of AMR Merger Sub with and into US Airways Group, with US Airways Group continuing as the surviving entity in such merger as a direct wholly-owned subsidiary of AMR pursuant to the Merger Agreement.

Merger Agreement means the Agreement and Plan of Merger, dated as of February 13, 2013, by and among AMR, and its successors (including, as the context may require, on or after the Effective Date, as reorganized pursuant to the Bankruptcy Code), US Airways Group, and AMR Merger Sub, as amended by the Amendment.

Merger Support Order means that certain order entered by the Bankruptcy Court on May 10, 2013 entitled Order Authorizing and Approving (i) Merger Agreement Among AMR Corporation, AMR Merger Sub, Inc., and US Airways Group, Inc., (ii) Debtors Execution of and Performance under Merger Agreement, (iii) Certain Employee Compensation and Benefit Arrangements, (iv) Termination Fees, and (v) Related Relief (ECF No. 8096).

Meridian means Meridian Compensation Partners.

MOU means a memorandum of understanding.

NASDAQ means the NASDAQ Stock Market.

NMB means the National Mediation Board.

NOL means the net operating losses of a company.

NOL Carryforwards means the deductions in any taxable year for NOLs carried over from prior taxable years.

NSO means a non-qualified stock option.

NYSE means the New York Stock Exchange.

Orbitz means Orbitz Worldwide LLC.

OSHA means the U.S. Occupational Safety and Health Administration.

Parker Agreement means the Amended and Restated Employment Agreement, by and among US Airways Group, US Airways, and W. Douglas Parker, dated November 28, 2007.

Passenger Load Factor means the measure of utilized available seating capacity calculated by dividing RPMs by ASMs for a reporting period.

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Passenger Yield means the amount of passenger revenue earned per RPM during a reporting period.

PEB means a Presidential Emergency Board.

Piedmont means Piedmont Airlines, Inc., a wholly-owned subsidiary of US Airways Group.

Plan means the plan of reorganization proposed by the Debtors under Chapter 11 pursuant to which, among other things, the Debtors will emerge from the Chapter 11 Cases and the Merger will be consummated.

Plan Related Documents means modifications, amendments, supplements, schedules, exhibits, and other similar documents related to the Plan or the Disclosure Statement or their terms and conditions.

Plan Shares means shares of AAG common stock and AAG Convertible Preferred Stock issued pursuant to the Plan, and shares of AAG common stock that are or may become issuable upon conversion or exchange of shares of AAG Convertible Preferred Stock.

PSA means PSA Airlines, Inc., a wholly-owned subsidiary of US Airways Group.

Purchase Price means, in connection with the Tax Plan, a price of \$3.00 per one tenth of a share of common stock of US Airways Group.

PSA means PSA Airlines, Inc., a wholly-owned subsidiary of US Airways Group.

QPBC means qualified performance-based compensation.

RASM means the amount of passenger revenue earned per ASM during a reporting period.

Record Date means , 2013.

Redemption Price means, in connection with the redemption of Rights, a price of \$0.0001 per Right.

Right means a dividend declared by US Airways Group in connection with the adoption of the Tax Plan of one common stock purchase right for each share of common stock of US Airways Group outstanding at the close of business on February 27, 2013.

RLA means the Railway Labor Act.

RPM means revenue passenger mile and is equivalent to one revenue-paying passenger transported one mile. RPMs equal the number of revenue passengers during a reporting period multiplied by the number of miles flown by those passengers during that period. RPMs are also referred to as traffic.

RSU means restricted stock unit.

SAR means stock appreciation right.

Search Committee means the committee established by the UCC, consisting of four designees from the UCC and four members designated by a majority of the initial Consenting Creditors under the Support and Settlement Agreement to select director designees for the board of directors of AAG.

SEC means the U.S. Securities and Exchange Commission.

Second Request means a request from the DOJ for additional information.

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Section 16(a) means Section 16(a) of the Exchange Act.

Securities Act means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Significant Creditors means certain members of the Ad Hoc Committee and other significant holders of publicly traded bonds and other claims against AMR and other Debtors in the Chapter 11 Cases.

Single-Dip Unsecured Claims means the general unsecured claims against the Debtors that are not guaranteed by any other Debtor, other than the claims of the Debtors labor unions.

Slots means landing and take-off authorizations.

SOX means the Sarbanes-Oxley Act of 2002, as amended.

Stabilization Act means the Air Transportation Safety and System Stabilization Act.

Standards of Business Conduct means AMR s code of ethics.

Substantial Stockholder means a person or entity with a percentage ownership of 4.75% or more of AAG Securities.

Support and Settlement Agreement means that certain Support and Settlement Agreement, dated as of February 13, 2013, by and among AMR and certain holders of prepetition unsecured claims against one or more of the Debtors, as amended.

Surviving Corporation means US Airways Group, with respect to time periods after the Effective Time pursuant to the Merger Agreement.

Tax Benefits means, for purposes of the Tax Plan, certain deferred tax benefits, including those generated by NOLs and certain other tax attributes of US Airways Group and of AAG to be created upon the Closing.

Tax Plan means that certain Tax Benefit Preservation Plan between US Airways Group and American Stock Transfer & Trust Company, LLC, dated as of February 13, 2013.

Term Sheet means that certain term sheet attached to the Support and Settlement Agreement.

Travelport means, collectively, Travelport Limited and Travelport, L.P.

TSA means the Transportation Security Administration.

TSR means Total Stockholder Return.

TWU means the Transport Workers Union of America.

UCC means the Official Committee of Unsecured Creditors of AMR.

UCC s Advisers means the legal and financial advisers retained by the UCC.

UCC s Legal Adviser means Skadden, Arps, Slate, Meagher & Flom LLP, counsel to the UCC regarding the Chapter 11 Cases.

Unit Revenue means passenger RASM.

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US Airways means US Airways, Inc., a wholly-owned subsidiary of US Airways Group.

US Airways 7% Convertible Notes means US Airways Group's 7% Senior Convertible Notes due 2020.

US Airways 7.25% Convertible Notes means US Airways Group's 7.25% Convertible Notes due 2014.

US Airways Disclosure Letter means the disclosure letter delivered to AMR by US Airways Group concurrently with the execution and delivery of the Merger Agreement.

US Airways Fully Diluted Shares means the number of shares of US Airways Group common stock that would be deemed to be outstanding for purposes of calculating diluted earnings per share under GAAP using the treasury stock method, as modified by the Merger Agreement, including that the average market price used in such calculation will be equal to the average of the daily closing prices for US Airways Group common stock on the NYSE for each of the 20 trading days ending on (and including) the sixth trading day prior to the Closing.

US Airways Group means US Airways Group, Inc., or US Airways Group, Inc. and its subsidiaries, as the context requires.

US Airways Group 2012 AIP means US Airways Group's 2012 Annual Incentive Program.

US Airways Group Executive CIC Agreements means the US Airways Group and US Airways form of executive change in control agreement.

US Airways Group Forecasts means the financial forecasts of US Airways Group developed by management of US Airways Group and used by US Airways Group's financial advisor and the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement, which are summarized under the section entitled The Merger General Information regarding Forecasts and Expected Synergies Certain US Airways Group Forecasted Financial Information beginning on page 100.

U.S. Holder means a beneficial owner of US Airways Group common stock who is, for U.S. federal income tax purposes: (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate, the income of which is subject to U.S. federal income tax regardless of its source; or (iv) a trust that (a) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons (within the meaning of Section 7701(a)(30) of the Code), or (b) has made a valid election under applicable U.S. Treasury regulations to be treated as a U.S. person.

USAPA means the US Airline Pilots Association.

Yield means Passenger Yield.

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In addition to the other information included or incorporated by reference in this proxy statement/prospectus, you should carefully consider the risk factors described below in evaluating whether to vote to adopt the Merger Agreement. In addition, you should read and consider the risks associated with the businesses of each of AMR and US Airways Group because these risks will also affect AAG. For US Airways Group, a description of these risks can be found in US Airways Group's Annual Report on Form 10-K for the fiscal year ended December 31, 2012, as updated by subsequent Quarterly Reports of US Airways Group on Form 10-Q, each of which is filed with the SEC and incorporated by reference into this proxy statement/prospectus. You should also read and consider the other information in this proxy statement/prospectus and the other documents incorporated by reference into this proxy statement/prospectus. See the section entitled "Additional Information" beginning on page 336.

The Merger is subject to a number of conditions to the obligations of both AMR and US Airways Group, which, if not fulfilled, may result in termination of the Merger Agreement.

The Merger Agreement contains a number of customary conditions to Closing, including that certain representations and warranties be accurate, that certain covenants be fulfilled, that certain consents and regulatory approvals have been obtained, that there are no legal prohibitions against Closing, that US Airways Group stockholders have adopted the Merger Agreement, that an order from the Bankruptcy Court confirming the Plan is in effect, that the Plan conforms to the requirements of the Merger Agreement, that secured indebtedness of the Debtors and certain other claims against the Debtors not exceed specified levels, and certain other conditions. Many of the conditions to Closing are not within either AMR's or US Airways Group's control and neither company can predict when or if these conditions will be satisfied. If any of these conditions are not satisfied or waived prior to October 14, 2013, which date may be extended to December 13, 2013 under certain circumstances, it is possible that the Merger will not be consummated in the expected time frame or that the Merger Agreement may be terminated. See the sections entitled "The Merger Agreement Termination of the Merger Agreement" beginning on page 134 for a discussion of the rights of each of AMR and US Airways Group to terminate the Merger Agreement, and "The Merger Agreement Conditions to the Merger" beginning on page 131 for a discussion of the conditions to Closing.

The Merger is subject to the receipt of consents and clearances from certain domestic and foreign regulatory authorities that may impose conditions that could have a material and adverse effect on AAG, or that could delay or, if not obtained, prevent the Closing.

Before the Merger can be completed, applicable waiting periods must expire or terminate under antitrust laws and various approvals, consents, or clearances must be obtained from certain domestic and foreign regulatory entities, including those regulating the provision of commercial aviation services. In deciding whether to grant antitrust or regulatory clearances, the relevant antitrust authorities will consider the effect of the Merger on competition within their relevant jurisdictions. The terms and conditions of approvals that are granted may impose requirements, limitations, costs, or restrictions on the conduct of AAG's business following the Closing. There can be no assurance that regulators will not impose terms, conditions, requirements, limitations, costs, or restrictions that would delay the Closing, impose additional material costs on or limit the revenues of AAG, or limit some of the synergies and other benefits US Airways Group and AMR anticipate following the Closing. In addition, neither US Airways Group nor AMR can provide any assurance that any such terms, conditions, requirements, limitations, costs, or restrictions will not result in a material delay in, or the abandonment of, the Merger.

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The Merger is subject to the receipt of numerous approvals, including approvals from US Airways Group's stockholders and confirmation of the Plan by the Bankruptcy Court. Failure to obtain any of these approvals would prevent the Closing.

Before the Merger can be completed, US Airways Group's stockholders must adopt the Merger Agreement and the Bankruptcy Court must enter an order confirming the Plan. There can be no assurance that these approvals will be obtained. Failure to obtain required approvals within the expected time frame, or having to make significant changes to the structure, terms, or conditions of the Merger to obtain such approvals, may result in a material delay in, or the abandonment of, the Merger.

Uncertainties associated with the Merger may cause a loss of AMR's and/or US Airways Group's management personnel and other key employees, which could materially and adversely affect AAG's future business, financial condition, and results of operations following the Closing.

AAG will be dependent on the experience and industry knowledge of its officers and other key employees to execute its business plan; therefore, AAG's success after the Merger will depend in part upon its ability to retain key management personnel and other key employees. AMR's and US Airways Group's respective current and prospective employees may experience uncertainty about their roles within AAG, which may have a material and adverse effect on AAG's ability to retain key management and other key personnel. There can be no assurance that such officers and key employees can be retained either prior to or following the Closing.

A lawsuit has been filed against US Airways Group challenging the Merger and an adverse ruling may prevent the Merger from being completed.

US Airways Group, as well as the members of US Airways Group's board of directors, were named as defendants in a lawsuit brought by a purported class of US Airways Group stockholders challenging the proposed Merger and seeking a declaration that the Merger Agreement is unenforceable, an injunction against the proposed Merger (or rescission in the event it has been consummated), imposition of a constructive trust, an award of fees and costs, including attorneys' and experts' fees, and other relief. See the section entitled "The Merger Litigation Related to the Merger" beginning on page 112 for more information about the lawsuit that has been filed related to the Merger.

Additional lawsuits may be filed against US Airways Group, AMR, and/or the directors of either company in connection with the Merger. One of the conditions to Closing is that no order, writ, injunction, decree, or any other legal rules, regulations, directives, or policies will be in effect that prevent completion of the Merger. Consequently, if a settlement or other resolution is not reached in the lawsuit referenced above and the plaintiffs secure injunctive or other relief prohibiting, delaying, or otherwise adversely affecting the defendants' ability to complete the Merger, then such injunctive or other relief may prevent the Merger from becoming effective within the expected time frame or at all.

Any delay in completing the Merger could delay the benefits expected to be achieved thereunder.

The need to satisfy conditions and obtain consents, clearances, and approvals for the Merger, as well as any lawsuits related to the Merger, and other events, could delay the Closing for a significant period of time or prevent it from occurring. Any delay in Closing could cause AAG to be delayed in realizing some of the synergies and other benefits that the parties anticipate if the Merger is successfully completed within its expected time frame.

AAG may be unable to integrate AMR's and US Airways Group's businesses successfully and realize the anticipated benefits of the Merger.

The Merger involves the combination of two companies that currently operate as independent public companies, each of which operates its own international network airline. Historically, the integration of separate airlines has often proven to be more time consuming and to require more resources than initially estimated. AAG

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will be required to devote significant management attention and resources to integrating AMR's and US Airways Group's business practices, cultures, and operations. Potential difficulties AAG may encounter as part of the integration process include the following:

the inability to successfully combine AMR's business with that of US Airways Group in a manner that permits AAG to achieve the synergies and other benefits anticipated to result from the Merger;

the challenge of integrating complex systems, operating procedures, regulatory compliance programs, technology, aircraft fleets, networks, and other assets of the two companies in a manner that minimizes any adverse impact on customers, suppliers, employees, and other constituencies;

diversion of the attention of AAG's management and other key employees;

the challenge of integrating the workforces of the two companies while maintaining focus on providing consistent, high quality customer service and running an efficient operation;

disruption of, or the loss of momentum in, AAG's ongoing business; and

potential unknown liabilities, liabilities that are significantly larger than AMR and US Airways Group currently anticipate, and unforeseen increased expenses or delays associated with the Merger, including transition costs to integrate the two businesses that may exceed the approximately \$1.2 billion of cash transition costs that AMR and US Airways Group currently anticipate.

Accordingly, even if the Merger is consummated, the contemplated benefits may not be realized fully, or at all, or may take longer to realize than expected.

If the Merger does not qualify as a reorganization under Section 368(a) of the Code, the stockholders of US Airways Group may be required to pay substantial U.S. federal income taxes.

The Closing is conditioned on the receipt by each of US Airways Group and AMR of an opinion from its respective outside counsel to the effect that the Merger in conjunction with the Plan will qualify as a reorganization within the meaning of Section 368(a) of the Code for U.S. federal income tax purposes. These opinions will be based on certain assumptions and representations as to factual matters from US Airways Group and AMR, as well as certain covenants and undertakings by US Airways Group and AMR. If any of the assumptions, representations, covenants, or undertakings is incorrect, incomplete, inaccurate, or is violated in any material respect, the validity of the conclusions reached by counsel in their opinions would be jeopardized. Additionally, an opinion of counsel represents counsel's best legal judgment but is not binding on the U.S. Internal Revenue Service (IRS) or any court, so there can be no certainty that the IRS will not challenge the conclusions reflected in the opinions or that a court will not sustain such a challenge. If the IRS or a court determines that the Merger in conjunction with the Plan should not be treated as a reorganization, a holder of US Airways Group common stock would recognize taxable gain or loss upon the exchange of US Airways Group common stock for AAG common stock pursuant to the Merger. See the section entitled "The Merger - Material U.S. Federal Income Tax Consequences" beginning on page 103.

The fairness opinion obtained by the board of directors of US Airways Group from its financial adviser will not reflect changes in circumstances between the signing of the Merger Agreement and the Closing.

The US Airways Group board of directors has not obtained and does not intend to obtain an updated fairness opinion from its financial adviser. Changes in the operations and prospects of US Airways Group and/or AMR, general market and economic conditions, and other factors that may be beyond the control of US Airways Group and/or AMR, and on which the fairness opinion was based, may alter the value of US Airways Group or the price of shares of US Airways Group common stock or shares of AAG common stock to be issued in the Merger by the time of the Closing. The opinion does not speak as of the time of the Closing or as of any date other than the date of such opinion. Because US Airways Group does not anticipate asking its financial adviser to update its opinion, the opinion does not address the fairness of the Merger consideration, from a financial point of view, at

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the time of the Closing. This opinion is included as Annex E to this proxy statement/prospectus. For a description of the opinion that the US Airways Group board of directors received from its financial adviser and a summary of the material financial analyses such financial adviser provided to the US Airways Group board of directors in connection with rendering such opinion, see the section entitled "The Merger - Opinion of US Airways Group's Financial Adviser" beginning on page 90. For a description of the other factors considered by the board of directors of US Airways Group in determining whether to approve the Merger Agreement and the Merger, see the section entitled "The Merger - Recommendation of US Airways Group's Board of Directors with Respect to the Merger Agreement and Its Reasons for the Merger" beginning on page 84.

US Airways Group's officers and directors have interests in the Merger that may be different from, or in addition to, the interests of US Airways Group stockholders generally.

US Airways Group's executive officers and directors have interests in the Merger that may be different from, or in addition to, the interests of US Airways Group stockholders generally. US Airways Group's executive officers negotiated the terms of the Merger Agreement. The executive officers of US Airways Group have arrangements with US Airways Group that provide for severance benefits if their employment is terminated under certain circumstances in connection with the Closing. In addition, certain of US Airways Group's compensation and benefit plans and arrangements provide for payment or accelerated vesting or distribution of certain rights or benefits upon the Closing. Executive officers and directors of US Airways Group also have rights to indemnification and directors' and officers' liability insurance that will survive the Closing. Under the terms of the Merger Agreement, AAG has agreed to provide, or continue to provide, certain flight benefits to non-employee directors of US Airways Group following the Closing.

The US Airways Group board of directors was aware of these interests at the time they approved the Merger and the transactions contemplated by the Merger Agreement. These interests may cause US Airways Group's directors and executive officers to view the Merger proposal differently and more favorably than others may view it. See the section entitled "The Merger - Interests of US Airways Group's Directors and Executive Officers in the Merger" beginning on page 107 for more information.

The unaudited pro forma condensed combined financial statements and the Forecasts included in this proxy statement/prospectus are presented for illustrative purposes only and may not be an indication of AAG's financial condition or results of operations after the Merger.

The unaudited pro forma condensed combined financial statements and the Forecasts contained in this proxy statement/prospectus are presented for illustrative purposes only and are based on various adjustments, assumptions, and preliminary estimates (including the elimination of certain expenses (including professional fees), realized gains and losses, and provisions for losses that were realized or incurred by AMR in connection with the Chapter 11 Cases) or are projected to be realized by AAG after the Closing. Consequently, the unaudited pro forma condensed combined financial statements and the Forecasts contained in this proxy statement/prospectus may not be an indication of AAG's financial condition or results of operations following the Closing for a number of reasons. The actual financial condition and results of operations of AAG following the Closing may not be consistent with, or evident from, these unaudited pro forma condensed combined financial statements and the Forecasts. In addition, the assumptions used in preparing the unaudited pro forma condensed combined financial statements and the Forecasts may not prove to be accurate, and other factors, some of which are not known at the present time, may affect AAG's financial condition or results of operations following the Closing. Any potential deterioration in AAG's financial condition or results of operations may cause significant variation in the price of AAG common stock following the Closing. See the section entitled "Unaudited Pro Forma Condensed Combined Financial Statements" beginning on page 154 and the section entitled "The Merger - General Information regarding Forecasts and Expected Synergies" beginning on page 97.

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Failure to complete the Merger could negatively impact the stock price and the future business and financial results of US Airways Group.

If the Merger is not completed, US Airways Group's ongoing business may be adversely affected, and it will be subject to several risks, including the following:

US Airways Group may be required to pay termination fees of \$55 million or \$195 million under certain circumstances provided in the Merger Agreement;

unless and until it is terminated, US Airways Group will be prohibited by the Merger Agreement from seeking certain strategic alternatives, such as transactions with third parties other than AMR, and could therefore miss attractive alternatives to the Merger;

prior to any termination of the Merger Agreement, US Airways Group's operations will be restricted by the terms of the Merger Agreement, which may cause it to forego otherwise attractive business opportunities;

US Airways Group will be required to pay certain costs relating to the Merger, whether or not it is consummated, such as legal, accounting, financial adviser, and printing fees, which costs could be substantial; and

US Airways Group's management will have focused its attention on negotiating and preparing for the Merger instead of on pursuing other opportunities that could have been beneficial to US Airways Group.

If the Merger is not completed, US Airways Group cannot assure its stockholders that these risks will not materialize and will not materially and adversely affect the business, financial results, and stock price of US Airways Group.

The use of AMR's and US Airways Group's respective pre-Merger NOL Carryforwards and certain other tax attributes may be limited following the Closing.

Under the Code, a corporation is generally allowed a deduction in any taxable year for NOLs carried over from prior taxable years (NOL Carryforwards). As of December 31, 2012, AMR had available NOL Carryforwards of approximately \$6.6 billion for regular U.S. federal income tax purposes, which will expire, if unused, beginning in 2022, and for state income tax purposes of \$3.6 billion, which will expire, if unused, in 2013 through 2027. The amount of AMR's NOL Carryforwards for state income tax purposes that will expire, if unused, in 2013 is \$105 million. AMR's NOL Carryforwards could be subject to limitation as a result of the Chapter 11 Cases and certain related transactions. As of December 31, 2012, US Airways Group had available NOL Carryforwards of approximately \$1.5 billion for regular U.S. federal income tax purposes, which will expire, if unused, beginning in 2025, and for state income tax purposes of approximately \$722 million, which will expire, if unused, in 2013 through 2031. The amount of US Airways Group's NOL Carryforwards for state income tax purposes that will expire, if unused, in 2013 is \$13 million. US Airways Group's NOL Carryforwards may also be subject to limitation as a result of the Merger. In addition, both AMR's and US Airways Group's NOL Carryforwards are subject to adjustment on audit by the IRS.

A corporation's ability to deduct its federal NOL Carryforwards and to utilize certain other available tax attributes can be substantially constrained under the general annual limitation rules of Section 382 of the Code if it undergoes an ownership change as defined in Section 382 of the Code (generally where cumulative stock ownership changes among certain shareholders exceed 50 percentage points during a rolling three-year period). Each of AMR and US Airways Group expects to undergo an ownership change in connection with AMR's emergence from the Chapter 11 Cases and the Merger, respectively. The general limitation rules for a debtor in a bankruptcy case, such as AMR, are liberalized where the ownership change occurs upon emergence from bankruptcy. In addition, under certain circumstances, special rules may apply to allow AMR to utilize substantially all of its pre-emergence NOL Carryforwards without regard to the general limitations of Section 382 of the Code and similar rules also may apply to state NOL Carryforwards. However, there can be no assurance that these special rules under Section 382 of the Code (or any similar rules under applicable state law)

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will apply to AMR's ownership change. Accordingly, the utilization of each of AMR's and US Airways Group's respective NOL Carryforwards and certain other tax attributes could be significantly constrained following AMR's emergence from the Chapter 11 Cases and the Merger. Moreover, an ownership change subsequent to the Closing could further limit or effectively eliminate AAG's ability to utilize such NOL Carryforwards and other tax attributes. See the sections entitled "The Merger Agreement US Airways Group Tax Plan" beginning on page 142 and "Description of Capital Stock of AAG Other Provisions Restricting Transfer and Ownership" beginning on page 172.

AAG's ability to use NOL Carryforwards will also depend on the amount of taxable income generated in future periods. The NOL Carryforwards may expire before AAG can generate sufficient taxable income to use the NOL Carryforwards.

The Merger Agreement contains customary restrictions on US Airways Group's ability to seek other strategic alternatives.

The Merger Agreement contains no shop provisions that restrict US Airways Group's ability to initiate, solicit, or knowingly encourage or facilitate competing third-party proposals for any business combination transaction involving a Merger of US Airways Group with another entity or the acquisition of a significant portion of US Airways Group's stock or assets, although US Airways Group may consider competing, unsolicited proposals and enter into discussions or negotiations regarding such proposals if its board of directors determines that any such acquisition proposal constitutes, or is reasonably likely to lead to, a superior proposal and that the failure to take such action is reasonably likely to be inconsistent with the fiduciary duties of the board of directors to US Airways Group and its stockholders under applicable law. In addition, AMR generally has an opportunity to offer to modify the terms of the Merger in response to any competing acquisition proposal. If US Airways Group were to terminate the Merger Agreement to accept a superior proposal, it would be required to pay a termination fee of \$55 million to AMR.

These provisions, although customary for these types of transactions, could discourage a potential third-party acquirer that might have an interest in acquiring all or a significant portion of US Airways Group from proposing any such acquisition, even if the potential third-party acquirer were prepared to pay consideration with a higher cash or market value than the market value proposed to be received or realized in the Merger or might result in a potential third-party acquirer proposing to pay a lower consideration to US Airways Group stockholders than it might otherwise have proposed to pay because of the added expense of the \$55 million termination fee that would become payable in connection with the termination of the Merger Agreement by US Airways Group.

If the Merger Agreement is terminated and US Airways Group decides to seek another business combination, it may not be able to negotiate a transaction with another party on terms comparable to, or better than, the terms of the Merger.

Common Stock Risks

The currently outstanding common stock of AMR will be cancelled in the Plan and should not be used to value the common stock of AAG.

Trading in AMR's common stock and certain debt securities on the NYSE was suspended on January 5, 2012, and AMR's common stock and such debt securities were delisted from the NYSE on January 30, 2012. On January 5, 2012, AMR's common stock began trading under the symbol "AAMRQ" on the OTCQB marketplace, operated by OTC Markets Group.

The current trading price of AMR's common stock does not reflect the price at which the AAG common stock will trade following the Closing. The Plan contemplates the cancellation of all outstanding common stock and other equity securities of AMR and the issuance of AAG common stock following the confirmation and effectiveness of the Plan. Therefore, it is not meaningful to determine the value of the Merger consideration by

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reference to current trading values of AMR common stock. The price at which the AAG common stock will trade following the Closing cannot be anticipated.

The market value of the AAG common stock issued to US Airways Group stockholders may be less than the present value of their shares of US Airways Group common stock.

Upon the Closing, US Airways Group stockholders will receive one share of AAG common stock for each share of US Airways Group common stock they own. The market value of US Airways Group common stock at the time of the Merger may vary significantly from its price on the date the Merger Agreement was announced, the date of this proxy statement/prospectus, or the date on which US Airways Group stockholders vote on the Merger. Because the exchange ratio is fixed and therefore will not be adjusted to reflect any changes in the market value of US Airways Group common stock, the market value of the AAG common stock issued in the Merger and the US Airways Group stock surrendered in the Merger may be higher or lower than the values of US Airways Group stock on those earlier dates. Stock price changes may result from a variety of factors, some of which are beyond the control of AMR and US Airways Group, including changes in their businesses, operations, and prospects, regulatory considerations, and general and industry specific market and economic conditions. Neither AMR nor US Airways Group is permitted to terminate the Merger Agreement solely because of changes in the market price of either party's common stock.

The market price of the AAG common stock may be volatile.

The AAG common stock will be a new issue of securities, which issue is expected to be approved for listing on the NYSE or NASDAQ to be effective upon issuance of the AAG common stock. However, an active public market for the AAG common stock may not develop or be sustained after the Closing, and no assurance can be given that there will be any liquidity in any such market. If a market for the AAG common stock develops, the price at which a holder of AAG common stock could sell its shares may be higher or lower than the implied valuation for the AAG common stock provided in this proxy statement/prospectus. The market price of the AAG common stock may fluctuate significantly in response to a number of factors, some of which are beyond AMR's and US Airways Group's control, including:

variations in operating results;

changes in financial estimates by securities analysts;

changes in market values of airline companies;

announcements by AAG's competitors of significant acquisitions, strategic partnerships, changes in routes, or capital commitments;

the success or failure in managing AAG, including the integration of the separate operations of US Airways Group and AMR;

increases or decreases in reported holdings by insiders or other significant stockholders;

additions or departures of key personnel;

future sales of AAG common stock or issuance of AAG common stock upon the exercise or conversion of convertible securities, options, warrants, RSUs, SARs, or similar rights; and

fluctuations in trading volume.

Future Issuances of AAG Common Stock May Be Dilutive to AAG Common Stockholders.

In the future, AAG may issue additional shares of AAG common stock or securities convertible into shares of AAG common stock to raise capital, fund acquisitions, or for other purposes. AAG may also issue equity-based awards under its employee incentive programs, including programs that may be adopted in the future. Any future sales of AAG common stock or issuance of AAG common stock upon the exercise or conversion of convertible securities, options, warrants, RSUs, SARs, or similar rights could result in dilution of the interests of holders of AAG common stock.

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The shares of AAG Convertible Preferred Stock that are to be distributed pursuant to the Plan will be fully converted into AAG common stock over a period of 120 days following the Effective Date. The issuance of shares of AAG common stock under the Plan (including upon conversion of the AAG Convertible Preferred Stock) could contribute to significantly elevated volatility in the price of AAG common stock until all such shares of AAG Convertible Preferred Stock are converted and all of the shares of AAG common stock to be issued under the Plan have been distributed fully.

The shares of AAG Convertible Preferred Stock that are to be distributed pursuant to the Plan will be mandatorily convertible into AAG common stock in four installments on the 30th, 60th, 90th, and 120th days following the Effective Date. In addition, up to \$250 million of the AAG Convertible Preferred Stock can also be optionally converted during each 30-day period following the Effective Date. On the 120th day after the Effective Date, all remaining shares of AAG Convertible Preferred Stock will be mandatorily converted into shares of AAG common stock. The Plan also provides holders of existing AMR equity securities with a guaranteed initial distribution of AAG common stock and the potential to receive additional distributions of AAG common stock after all prepetition unsecured claims are paid in full, based on the market value of AAG common stock at specific times during such 120 day period. The AAG Convertible Preferred Stock is not expected to be registered under the Securities Act or listed for trading on any national securities exchange. It is possible that the AAG common stock may experience significantly elevated volatility in price and trading volume until all shares of AAG Convertible Preferred Stock are converted and the resulting AAG common stock has been distributed fully. For further information, see the section entitled "The Plan of Reorganization" beginning on page 149.

By operation of the Plan, 72% of the diluted equity of AAG (including the shares of AAG common stock issuable upon conversion of the AAG Convertible Preferred Stock) will be issued to stakeholders, labor unions, and certain employees of AMR and the other Debtors, who in many instances may not intend to hold the Plan Shares issued to them. Any such shares issued to labor unions or employees will impose an income tax burden and related withholding obligation on the recipient that must be funded in cash. As a result, it is possible that many such persons will sell some or all of the shares of AAG common stock issued to them, thereby placing downward pressure on the trading price of AAG common stock.

The market price of AAG common stock after the Merger may be affected by factors different from those currently affecting the shares of US Airways Group.

Upon the Closing, holders of US Airways Group common stock will become holders of AAG common stock. US Airways Group's businesses prior to the Merger differ from those of AAG, and accordingly the results of operations of AAG may be affected by factors different from those currently affecting the results of operations of US Airways Group, including the uncertainty of the market's ability to value AMR as it emerges from the Chapter 11 Cases. For additional information on the business of US Airways Group and a discussion of certain factors to consider in connection with its business, see the documents relating to US Airways Group that are incorporated by reference by US Airways Group into this proxy statement/prospectus.

In connection with AMR's emergence from the Chapter 11 Cases, AAG will establish certain limitations on transfers of its common stock which may serve to limit the post-emergence liquidity of its common stock.

To reduce the risk of a potential adverse effect of an ownership change as defined in Section 382 of the Code on AAG's ability to use its NOL Carryforwards and certain other tax attributes and to avoid violation of federal statutory limitations on equity ownership of U.S. commercial airlines by foreign nationals, the AAG Certificate of Incorporation will contain certain restrictions on the transfer of AAG's common stock. These transfer restrictions may adversely affect the ability of certain holders of AAG's common stock to dispose of, acquire, or vote shares of AAG's common stock. No assurance can be given that an ownership change will not occur even with tax-related and other restrictions in place or that these provisions will assure compliance with the applicable restrictions on foreign ownership.

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The percentage ownership interests of US Airways Group stockholders will be reduced as a result of the Merger and, accordingly, US Airways Group stockholders will have less influence on the management and policies of AAG than they now have on the management and policies of US Airways Group.

The aggregate number of shares of AAG common stock issuable to holders of US Airways Group equity instruments (including stockholders, holders of convertible notes, optionees, and holders of stock-settled SARs and RSUs) in the Merger will represent 28% of the diluted equity ownership of AAG. The remaining 72% diluted equity ownership of AAG will be distributable, pursuant to the Plan, to stakeholders, labor unions, and certain employees of AMR and the other Debtors. Therefore, each US Airways Group stockholder will have a percentage ownership of AAG that is smaller than the stockholder's prior percentage ownership of US Airways Group. As a result, US Airways Group stockholders will have less influence on the management and policies of AAG than they now have on the management and policies of US Airways Group. For more information, see the section entitled "The Merger Exchange of Shares" beginning on page 111.

The shares of AAG common stock to be received by US Airways Group stockholders as a result of the Merger will have different rights from the shares of US Airways Group common stock.

Upon the Closing, US Airways Group stockholders will become holders of AAG common stock and their rights as stockholders will be governed by the AAG Certificate of Incorporation and the amended and restated bylaws of AMR (the "AAG Bylaws"). The rights associated with US Airways Group common stock are different from the rights associated with AAG common stock. See the sections entitled "Description of Capital Stock of AAG" beginning on page 170 and "Comparison of Stockholder Rights and Corporate Governance Matters" beginning on page 173 for a discussion of the different rights associated with AAG common stock.

Neither AMR's nor US Airways Group's historical consolidated financial information will be directly comparable to the financial information of AAG for future periods.

During the course of the Chapter 11 Cases, AMR's financial results have been and may continue to be volatile as asset impairments, asset dispositions, bankruptcy professional fees, contract terminations and rejections, and claims assessments, among other things, have and will continue to significantly impact AMR's consolidated financial statements. After the Closing, the amounts reported in AAG's consolidated financial statements are likely to materially change relative to historical consolidated financial statements of AMR. For example, AAG will be required to apply "fresh start" accounting in accordance with GAAP. As a result, the book values of AAG's long-lived assets and the related depreciation and amortization schedules, among other things, are expected to change relative to those of AMR.

Liquidity Risks

AAG will require significant liquidity to fund its emergence from Chapter 11 and to achieve successful integration and achieve targeted synergies post-Closing.

At emergence from Chapter 11, AMR will pay approximately \$1.4 billion in cash to settle certain obligations in connection with the Plan. In addition, the transition costs to integrate the two businesses may exceed the approximately \$1.2 billion of cash transition costs that AMR and US Airways Group currently anticipate. An inability to obtain necessary funding on acceptable terms would have a material adverse impact on AAG and on its ability to sustain its operations.

Each of AMR's and US Airways Group's indebtedness and other obligations are, and AAG's indebtedness and other obligations following the Closing will continue to be, substantial and could adversely affect AAG's business and liquidity.

Each of AMR and US Airways Group have, and AAG will continue to have, significant amounts of indebtedness and other obligations, including pension obligations, obligations to make future payments on

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aircraft equipment and property leases, and obligations under aircraft purchase agreements. Moreover, currently all but a very limited quantity of AMR's and US Airways Group's assets are pledged to secure their respective indebtedness. On a pro forma basis, as of March 31, 2013, AAG's consolidated balance sheet reflected aggregate debt of \$13.9 billion, an amount which may increase materially between March 31, 2013 and Closing due to, among other things, the financial performance of AMR and US Airways Group in the interim, the need to finance the substantial payments required by AMR to emerge from the Chapter 11 Cases, the financing strategy elected on upcoming aircraft deliveries, treasury decisions made by each company, and market conditions in the relevant markets for debt instruments. AAG's substantial indebtedness and other obligations could have important consequences. For example, they may:

limit AAG's ability to obtain additional funding for working capital, to withstand operating risks that are customary in the industry, capital expenditures, acquisitions, investments, integration costs, and general corporate purposes, and adversely affect the terms on which such funding can be obtained;

require AAG to dedicate a substantial portion of its cash flow from operations to payments on its indebtedness and other obligations, thereby reducing the funds available for other purposes;

make AAG more vulnerable to economic downturns and catastrophic external events;

contain restrictive covenants that could:

- i limit AAG's ability to merge, consolidate, sell assets, incur additional indebtedness, issue preferred stock, make investments, and pay dividends; and
- i significantly constrain AAG's ability to respond, or respond quickly, to unexpected disruptions in its own operations, the U.S. or global economy, or the businesses in which it operates, or to take advantage of opportunities that would improve its business, operations, or competitive position versus other airlines; and

limit AAG's ability to withstand competitive pressures and reduce its flexibility in responding to changing business and economic conditions.

In addition, increases in the cost of financing could adversely affect AAG's liquidity, business, financial condition, and results of operations.

AMR has not yet secured financing for all of its scheduled aircraft deliveries, which will be utilized in the AAG fleet after the Merger.

AMR has not yet secured financing commitments for some of the aircraft that it has on order, commencing with certain deliveries scheduled for 2013, and AMR cannot be assured of the availability or the cost of that financing. If AMR is unable to arrange financing for such aircraft at customary advance rates and on terms and conditions acceptable to it, AMR, prior to the Merger, and AAG thereafter, may need to use cash from operations to purchase such aircraft or may seek to negotiate deferrals for such aircraft with the aircraft manufacturers.

AAG will have significant pension and other post-employment benefit funding obligations, which may adversely affect its liquidity, financial condition, and results of operations.

AAG will have significant pension funding obligations, the amount of which will be dependent on the performance of investments held in trust by the pension plans, interest rates for determining liabilities, and actuarial experience. Currently, AAG's minimum funding obligation for its pension plans is subject to temporary, favorable rules that are scheduled to expire at the end of 2017. Upon the expiration of those rules, AAG's funding obligations are likely to increase materially. In addition, AAG may have significant obligations for other post-employment benefits depending on the outcome of the adversary proceeding related to the retiree medical and life insurance obligations filed in the Chapter 11 Cases. The foregoing post-employment benefit obligations could materially adversely affect AAG's liquidity, financial condition, and results of

operations.

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AAG could be required to maintain reserves under its credit card processing agreements, which could materially adversely impact its liquidity.

Both AMR and US Airways Group have agreements with a number of credit card companies and processors to accept credit cards for the sale of air travel and other services. Under certain of these agreements, the related credit card processor may hold back a reserve from the applicable company's credit card receivables following the occurrence of certain events, including the failure of the applicable company to maintain certain levels of liquidity (as specified in each agreement). In certain circumstances, such reserve could reach 100% of the applicable receivables due to the applicable company.

Under such agreements, the amount of the reserve that may be required generally is based on the processor's exposure to the company under the credit card processor agreement and, in case a reserve is required because of the company's failure to maintain a certain level of liquidity, the amount of such liquidity. If circumstances were to occur that would allow one or more credit card processors to require AAG to maintain a reserve, AAG's liquidity could be materially and adversely impacted. US Airways Group is already subject to reserve requirements pursuant to certain of its credit processing agreements.

Fluctuations in interest rates could adversely affect AAG's liquidity.

A substantial portion of AAG's indebtedness is expected to bear interest at fluctuating interest rates based primarily on the London interbank offered rate for deposits of U.S. Dollars (LIBOR). LIBOR tends to fluctuate based on general economic conditions, general interest rates, federal reserve rates, and the supply of and demand for credit in the London interbank market. To the extent these interest rates increase, AAG's interest expense will increase, in which event AAG may have difficulties making interest payments and funding other fixed costs and available cash flow for general corporate requirements may be adversely affected.

AAG will need to obtain sufficient financing or other capital to operate successfully.

AMR and US Airways Group currently plan to increase AAG's revenue in part by investing heavily in renewing and optimizing AAG's fleet and integrating the companies. Significant capital resources will be required to achieve these goals and, as a result, AMR and US Airways Group estimate that AAG's planned aggregate capital expenditures on a consolidated basis for calendar years 2013-2017 would be approximately \$20 billion. Accordingly, AAG will need substantial financing or other capital resources, some of which may be obtained prior to AMR's emergence from the Chapter 11 Cases and thus may be subject to Bankruptcy Court approval. Depending on numerous factors, many of which are out of AMR's and US Airways Group's, and will be out of AAG's, control, such as the state of the domestic and global economy, the credit market's view of AAG's prospects and the airline industry in general, and the general availability of debt and equity capital at the time AAG seeks capital, the financing and other capital that AAG will need may not be available, or may only be available on onerous terms and conditions. There can be no assurance that AAG will be successful in obtaining financing or other needed sources of capital to operate successfully.

Business Risks

Following the Closing, AAG will be bound by all of the obligations and liabilities of both companies.

Following the Closing, AAG will become bound by all of the obligations and liabilities of AMR and US Airways Group. Neither AMR nor US Airways Group can predict the financial condition of AAG at the time of that combination or the ability of AAG to satisfy its obligations and liabilities.

AAG could experience significant operating losses in the future.

For a number of reasons, including those addressed in these risk factors, AAG might fail to achieve profitability and might experience significant losses. In particular, the condition of the economy and the high

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volatility of fuel prices have had, and continue to have, an impact on each of AMR's and US Airways Group's business, financial condition, and results of operations, and increase the risk that AAG will experience losses in the future.

Downturns in economic conditions could adversely affect AAG's revenues, liquidity, business, financial condition, and results of operations.

Due to the discretionary nature of business and leisure travel spending, airline industry revenues are heavily influenced by the condition of the U.S. economy and economies in other regions of the world. Unfavorable conditions in these broader economies have resulted, and may result in the future, in decreased passenger demand for air travel and changes in booking practices, both of which in turn have had, and may have in the future, a strong negative effect on revenues. Stagnant or worsening global economic conditions either in the U.S. or in other geographic regions and continued volatility in U.S. and global financial and credit markets may have a material adverse effect on AAG's revenues, liquidity, business, financial condition, and results of operations. If such economic conditions were to disrupt capital markets in the future, AAG may be unable to obtain any necessary financing on acceptable terms, or at all, to satisfy future capital commitments and otherwise sustain operations.

In the past, both AMR and US Airways Group have adjusted capacity in response to trends in demand. No assurance can be given that capacity adjustments or other steps AAG may take in response to changes in demand will be successful. Capacity reductions or other steps might result in special charges in the future. Further, other airlines may make capacity adjustments or take other actions which may reduce the expected benefits of any steps AAG may take to respond to changes in demand. Industry-wide capacity may increase to the extent the economy continues to recover from the global recession. If industry capacity increases, and if consumer demand does not continue to keep pace with those increases, AAG, and the airline industry as a whole, could be negatively impacted.

AAG's initiatives to generate additional revenues and to reduce its costs may not be adequate or successful.

AAG must take steps to generate additional revenues and to achieve a competitive cost structure after the Merger. The adequacy and ultimate success of initiatives to generate additional revenues and/or reduce costs cannot be assured. Moreover, whether AAG's initiatives will be adequate or successful depends in large measure on factors beyond its control. For example, the overall industry environment, including customer demand, yield, and industry capacity growth, actions of AAG's competitors, and fuel prices could negatively impact the success of these initiatives. It could be very difficult for AAG to continue to fund its obligations on an ongoing basis, and to be profitable, if the overall industry revenue environment were to deteriorate or if fuel prices were to increase and persist for an extended period at high levels.

AAG may be adversely affected by increases in fuel prices and would be adversely affected by disruptions in the supply of fuel.

Aircraft fuel has been AMR's and US Airways Group's largest single operating expense in recent years, and their respective results are very significantly affected by the cost, price volatility, and availability of jet fuel, which are in turn affected by a number of factors beyond their control. Although fuel prices have abated from the record high prices of 2008, they remain high and extremely volatile. Due to the competitive nature of the airline industry, AMR and US Airways Group have not always been able to pass on increased fuel prices to customers by increasing fares, and AAG may not be able to do so in the future.

Dependence on foreign imports of crude oil, limited refining capacity, and the possibility of changes in government policy on jet fuel production, transportation, and marketing make it impossible to predict the future availability of jet fuel. If there are additional outbreaks of hostilities or other conflicts in oil producing areas or

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elsewhere, or a reduction in refining capacity (due to natural disasters or weather events, for example), or governmental limits on the production or sale of jet fuel (including as a consequence of increased environmental regulation), there could be a reduction in the supply of jet fuel and significant increases in the cost of jet fuel. Major reductions in the availability of jet fuel or significant increases in its cost would have a material adverse impact on AAG.

AAG will have a large number of older aircraft in its fleet, and these aircraft are not as fuel efficient as more recent models of aircraft. AMR and US Airways Group believe it is imperative that AAG execute its fleet renewal plans. AAG will be dependent on The Boeing Company (Boeing) and Airbus S.A.S. (Airbus) to deliver aircraft on schedule. If AAG experiences delays in delivery of, or is unable to obtain, more fuel efficient aircraft, it will be adversely affected. After the Closing, AMR and US Airways Group expect that AAG's existing fuel purchase contracts will not provide meaningful price protection against increases in fuel costs.

AAG's business will be affected by many changing economic and other conditions beyond its control, and its results of operations could be volatile and fluctuate due to seasonality.

AAG's business, financial condition, and results of operations will be affected by many changing economic and other conditions beyond its control, including, among others:

actual or potential changes in international, national, regional, and local economic, business and financial conditions, including recession, inflation, higher interest rates, wars, terrorist attacks, or political instability;

changes in consumer preferences, perceptions, spending patterns, or demographic trends;

changes in the competitive environment due to industry consolidation, changes in airline alliance affiliations, and other factors;

actual or potential disruptions to the air traffic control (ATC) systems, including as a result of sequestration or any other interruption in government funding;

increases in costs of safety, security, and environmental measures;

outbreaks of diseases that affect travel behavior; and

weather and natural disasters.

Thus, AAG's results of operations could be volatile and subject to rapid and unexpected change. In addition, due to generally weaker demand for air travel during the winter, AAG's revenues in the first and fourth quarters of the year could be weaker than revenues in the second and third quarters of the year.

The airline industry is fiercely competitive, and AAG will be subject to increasing competition.

Service over almost all of AAG's routes will be highly competitive. Revenues will be sensitive to the actions of other airlines in many areas including pricing, scheduling, capacity, and promotions, which may have a substantial adverse impact not only on AAG's revenues, but on overall industry revenues. These factors may become even more significant in periods when the industry experiences large losses, as airlines under financial stress, or in bankruptcy, may institute pricing structures intended to achieve near-term survival rather than long-term viability. AAG's ability to compete effectively will depend in large part on its ability to maintain a competitive cost structure. If AAG cannot do so, then its business, financial condition, and results of operations would be adversely affected.

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AAG will face vigorous and, in some cases, increasing, competition from major domestic airlines, national, regional, all-cargo, and charter airlines, foreign airlines, low-cost airlines, and, particularly on shorter segments, ground and rail transportation. AAG will also face significant and increasing competition from expanded

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marketing/operational alliances formed by its competitors, some of which are larger than the **oneworld**[®] alliance. Competition with foreign airlines and with such marketing/operational alliances has been increasing in recent years in part due to the adoption of liberalized open skies aviation agreements between the U.S. and an increasing number of countries around the world.

Certain airline alliances have been, or may in the future be, granted immunity from antitrust regulations by governmental authorities for specific areas of cooperation, such as joint pricing decisions. To the extent alliances formed by AAG's competitors can undertake activities that are not available to AAG, AAG's ability to effectively compete may be hindered.

AMR has implemented a joint business agreement (JBA) with British Airways and Iberia, to which Finnair is expected to be added, and antitrust-immunized cooperation with British Airways, Iberia, Finnair, and Royal Jordanian. In addition, American has implemented an antitrust-immunized JBA with Japan Airlines and a JBA with Qantas. AAG is expected to continue these arrangements. No assurances can be given as to any other arrangements that may ultimately be implemented or any benefits that AAG may derive from such arrangements.

The airline industry may undergo further consolidation or changes in industry alliances, which may strengthen the competitive position of some of AAG's competitors.

In recent years, there have been numerous mergers and acquisitions within the U.S. and international airline industries and numerous changes in industry alliances, which have generally had an adverse effect on AMR and US Airways Group. The merger of United Airlines with Continental Airlines and the merger of Delta Air Lines with Northwest Airlines have resulted in the formation of large competitors with significant financial resources and extensive networks. More recently, Southwest Airlines strengthened its competitive position through its acquisition of AirTran Airways. The Merger is intended to address some of the competitive impacts of these actions by other airlines. AAG will seek to address these competitive challenges with its market and alliance strategies, which are expected to include growing the **oneworld**[®] alliance. There can be no assurances as to the level of success of these strategies.

In the future, there may be additional mergers and acquisitions, and changes in airline alliances, including those in which AAG may participate and those that may be undertaken by others. Any airline industry consolidation or changes in airline alliances, including changes to the **oneworld**[®] alliance, could substantially alter the competitive landscape and result in changes in AAG's corporate or business strategy. Consolidation involving other participants in the industry could result in the formation of one or more airlines with greater financial resources, more extensive networks, and/or lower cost structures than exist currently, which could have a material adverse effect on AAG's competitive position and adversely affect the business, financial condition, and results of operations of AAG. For similar reasons, changes in airline alliances could have a similar adverse impact on AAG.

Delays in scheduled aircraft deliveries or failure of new aircraft to perform as expected may adversely impact AAG's business, financial condition, and results of operations.

AAG's fleet renewal plans are intended to enhance its ability to operate optimum numbers of specific types of aircraft. In many cases, the aircraft AAG intends to operate are not yet in either US Airways Group's or AMR's fleet, but US Airways Group and/or AMR have contractual commitments to purchase or lease them. AMR and US Airways Group expect that AAG will continue those contractual commitments. If for any reason AAG is unable to take delivery of particular types of new aircraft on contractually scheduled delivery dates, it may be adversely affected. In addition, if the aircraft it receives do not meet the expected performance or quality standards, including with regard to fuel efficiency, AAG's business will be adversely affected.

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AAG will be dependent on a limited number of suppliers for aircraft, aircraft engines, and parts.

AAG will be dependent on a limited number of suppliers for aircraft, aircraft engines, and many aircraft and engine parts. As a result, AAG will be vulnerable to any problems associated with the supply of those aircraft, engines, and parts, including insufficient supply, design defects, mechanical problems, inadequate performance by suppliers, or adverse perception by the public that could result in customer avoidance or in actions by the FAA resulting in an inability to operate its aircraft.

AAG's business will be subject to extensive government regulation, which may result in increases in its costs, disruptions to its operations, limits on its operating flexibility, reductions in the demand for air travel, and competitive disadvantages.

Airlines are subject to extensive domestic and international regulatory requirements. In the last several years, Congress has passed laws, and the DOT, the FAA, the TSA, and the U.S. Department of Homeland Security (DHS) have issued a number of directives and other regulations that affect the airline industry. These requirements will impose substantial costs on AAG and will restrict the ways AAG may conduct its business.

For example, the FAA from time to time issues directives and other regulations relating to the maintenance and operation of aircraft that require significant expenditures or operational restrictions. AMR's and US Airways Group's failure to timely comply with these requirements in the past has, and AAG's failure to timely comply with these requirements could in the future, result in fines and other enforcement actions by the FAA or other regulators. In addition, the FAA recently issued its final regulations governing pilot rest periods and work hours for all airlines certificated under Part 121 of the Federal Aviation Regulations. The rule, which is effective January 14, 2014, impacts the required amount and timing of rest periods for pilots between work assignments and modifies duty and rest requirements based on the time of day, number of scheduled segments, flight types, time zones, and other factors. These regulations could have a material adverse impact on AAG and the industry upon implementation.

Recent DOT consumer rules require new procedures for customer handling during long onboard delays, further regulate airline interactions with passengers through the reservations process, at the airport, and on board the aircraft, and require new disclosures concerning airline fares and ancillary fees such as baggage fees. The DOT has been aggressively investigating alleged violations of these new rules. Other DOT rules apply to post-ticket purchase price increases and an expansion of tarmac delay regulations to international airlines.

The Aviation and Transportation Security Act (ATSA) mandates the federalization of certain airport security procedures and imposes additional security requirements on airports and airlines, most of which are funded by a per-ticket tax on passengers and a tax on airlines.

The results of AAG's operations, demand for air travel, and the manner in which it conducts business each may be affected by changes in law and future actions taken by governmental agencies, including:

changes in law which affect the services that can be offered by airlines in particular markets and at particular airports, or the types of fees that can be charged to passengers;

the granting and timing of certain governmental approvals (including antitrust or foreign government approvals) needed for codesharing alliances and other arrangements with other airlines;

restrictions on competitive practices (for example, court orders, or agency regulations or orders, that would curtail an airline's ability to respond to a competitor);

the adoption of new passenger security standards or regulations that impact customer service standards (for example, a passenger bill of rights);

restrictions on airport operations, such as restrictions on the use of takeoff and landing authorizations (Slots) at airports or the auction or reallocation of Slot rights currently held by AMR and/or US Airways Group; and

the adoption of more restrictive locally-imposed noise restrictions.

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Each additional regulation or other form of regulatory oversight increases costs and adds greater complexity to airline operations and, in some cases, may reduce the demand for air travel. There can be no assurance that AAG's compliance with new rules, anticipated rules or other forms of regulatory oversight will not have a material adverse effect on it. In April 2013, the FAA announced the imposition of furloughs that resulted in reduced staffing, including among air traffic controllers, in connection with its implementation of budget reductions related to the federal government's response to the so-called "sequester" of government funding. These furloughs have been suspended as a result of Congressional legislation. However, neither AMR nor US Airways Group can predict whether there will be further furloughs or the impact of any such furloughs on AAG's business. Any significant reduction in air traffic capacity at key airports in the U.S. could have a material adverse effect on AAG's operations and financial results.

In addition, the ATC system is not successfully managing the growing demand for U.S. air travel. Air traffic controllers rely on outdated technologies that routinely overwhelm the system and compel airlines to fly inefficient, indirect routes. On February 14, 2012, the FAA Modernization and Reform Act of 2012 was signed. The law provides funding for the FAA to rebuild its ATC system, including switching from radar to a GPS-based system. It is uncertain when any improvements to the ATC system will take effect. Failure to update the ATC system in a timely manner and the substantial funding requirements that may be imposed on airlines of a modernized ATC system may have a material adverse effect on AAG.

The ability of U.S. airlines to operate international routes is subject to change because the applicable arrangements between the U.S. and foreign governments may be amended from time to time and appropriate Slots or facilities may not be made available. American and US Airways currently operate on a number of international routes under government arrangements that limit the number of airlines permitted to operate on the route, the capacity of the airlines providing services on the route, or the number of airlines allowed access to particular airports. If an open skies policy were to be adopted for any of these routes, such an event could have a material adverse impact on AAG and could result in the impairment of material amounts of its related tangible and intangible assets. In addition, competition from revenue-sharing joint ventures, joint business agreements, and other alliance arrangements by and among other airlines could impair the value of AAG's business and assets on the open skies routes. For example, the open skies air services agreement between the U.S. and the EU, which took effect in March 2008, provides airlines from the U.S. and EU member states open access to each other's markets, with freedom of pricing and unlimited rights to fly from the U.S. to any airport in the EU, including London's Heathrow Airport. The agreement has resulted in AMR and US Airways Group facing increased competition in these markets, including Heathrow Airport. In addition, the open skies agreement between the U.S. and Brazil, which was signed in 2010 and takes full effect in 2015, has resulted in increased competition in the U.S./Brazil market.

AAG will be subject to increasingly stringent environmental regulations.

Many aspects of AAG's operations will be subject to increasingly stringent environmental regulations, including those relating to emissions to the air, discharges to surface and subsurface waters, safe drinking water, and the management of hazardous substances, oils, and waste materials. Compliance with environmental laws and regulations can require significant expenditures, and violations can lead to significant fines and penalties.

Concerns about climate change and greenhouse gas emissions, in particular, may result in the imposition of additional legislation or regulation. The EU has adopted a directive under which each EU member state is required to extend the existing European Union emissions trading scheme (ETS) to aviation. This would require airlines to annually submit emission allowances in order to operate flights to and from EU member states in January 2012 and thereafter, including flights between the U.S. and EU member states. In November 2012, the European Commission proposed to suspend for one year the ETS' application to flights entering and departing Europe, to allow the United Nations' International Civil Aviation Organization (ICAO) to propose an alternate global emissions reduction scheme. Under the terms of the proposal, with the exception of intra-Europe flights,

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the monitoring and reporting of emissions, which became effective in 2012, and the submission of emission allowances, scheduled to occur before the end of April 2013, will be suspended and the EU will not collect allowances from airlines in 2013. The proposal is expected to be approved by the European Parliament and EU member states represented in the European Council in the second quarter of 2013. The ETS may be reactivated if ICAO does not make progress towards an alternate global scheme within the next year. The U.S. enacted legislation in November 2012 that will allow the Secretary of Transportation to prohibit U.S. airlines from participating in the ETS. While these measures create some uncertainty as to the extent to which AAG will be required to participate in the ETS going forward, it is nevertheless increasingly likely that in the future it will be required to participate in some form of international arrangement governing aircraft emissions. Although the cost of compliance with the ETS or any alternate global scheme is difficult to predict because certain key parameters, such as the number and price of emission allowances AAG may be required to purchase, are unknown, such costs could be significant.

Other legislative or regulatory actions addressing climate change and emissions from aviation that may be taken in the future by the U.S., state, or foreign governments or through international treaties may adversely affect AAG's business and financial results.

Climate change legislation was previously introduced in Congress; such legislation could be reintroduced in the future in Congress or state legislatures and could contain provisions affecting the aviation industry. In addition, the U.S. Environmental Protection Agency (EPA) could seek to regulate greenhouse gas emissions from aircraft. It is currently unknown how climate change legislation or regulation, if enacted, would specifically apply to the aviation industry. However, the impact on AAG of any climate change legislation or regulation is likely to be adverse, and related costs of compliance could be significant. Such legislation or regulation could result in, among other things, increased fuel costs, carbon taxes, or fees, the imposition of requirements to purchase emission offsets or credits, increased aircraft and equipment costs, and restrictions on the growth of airline operations. AAG is expected to evaluate ongoing climate change developments at the international, federal, and state levels and to assess the potential associated impacts on its business and operations.

Ongoing data security compliance requirements could increase AAG's costs, and any significant data breach could harm its business, financial condition, or results of operations.

AAG's business will require the appropriate and secure utilization of customer and other sensitive information. AAG will not be able to be certain that advances in criminal capabilities (including cyber-attacks or cyber-intrusions over the Internet, malware, computer viruses, and the like), discovery of new vulnerabilities or attempts to exploit existing vulnerabilities in systems, other data thefts, physical system or network break-ins or inappropriate access, or other developments will not compromise or breach the technology protecting the networks that access and store sensitive information, whether such technology is controlled by AAG or by other parties critical to its business, such as credit card companies. The risk of a security breach or disruption, particularly through cyber-attack or cyber-intrusion, including by computer hackers, foreign governments, and cyber-terrorists, has increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased. Furthermore, there has been heightened legislative and regulatory focus on data security in the U.S. and abroad (particularly in the EU), including requirements for varying levels of customer notification in the event of a data breach.

In addition, many of the businesses with which AAG will deal, including credit card companies, impose data security standards that it will be required to meet. In particular, AAG will be required by the Payment Card Industry Security Standards Council, founded by the credit card companies, to continue to comply with their highest level of data security standards. In addition, new and revised standards may be imposed that may be difficult for AAG to meet and that could increase its costs.

Failure to comply with the Payment Card Industry Standards discussed above or other privacy and data use and security requirements of business partners or related laws, rules, and regulations to which AAG becomes

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subject may harm its reputation with its customers and expose it to claims for contract breach, fines, sanctions, or other penalties, which could materially and adversely affect its business, financial condition, and results of operations. In addition, failure to address appropriately these issues could also give rise to additional legal risks, which, in turn, could increase the size and number of litigation claims and damages asserted or subject AAG to enforcement actions, fines, and penalties and cause AAG to incur further related costs and expenses.

AAG could be adversely affected by conflicts overseas or terrorist attacks.

Actual or threatened U.S. military involvement in overseas operations has, on occasion, had an adverse impact on AMR's and US Airways Group's business, financial condition (including access to capital markets), and results of operations, and on the airline industry in general. The continuing conflict in Afghanistan, or other conflicts or events in the Middle East or elsewhere, may result in similar adverse impacts.

The terrorist attacks of September 11, 2001 had a material adverse impact on both AMR and US Airways Group. The occurrence of another terrorist attack could have a material adverse impact on AAG.

AAG's ability to operate and grow its route network in the future is dependent on the availability of adequate facilities and infrastructure throughout its system and, at some airports, adequate Slots.

In order to operate AAG's proposed flight schedule and, where appropriate, add service along new or existing routes, it must be able to obtain adequate gates, ticketing facilities, operations areas, Slots (where applicable), and office space. Also, as airports around the world become more congested, AAG will not always be sure that its plans for new service can be implemented in a commercially viable manner, given operating constraints at airports throughout its network. Further, its operating costs at airports at which it operates, including its hubs, may increase significantly because of capital improvements at such airports that AAG may be required to fund, directly or indirectly. In some circumstances, such costs could be imposed by the relevant airport authority without AAG's approval.

Access to Slots at several major U.S. airports and many foreign airports to be served by AAG are subject to government regulation. Certain of AAG's hubs in the U.S. and its most important international destinations, including London's Heathrow Airport, are among the most congested airports in the world and have been or could be the subject of regulatory action that might limit the number of flights and/or increase costs of operations at certain times or throughout the day. There is no assurance that AAG will be able to retain or acquire the necessary rights to operate its desired schedules and change schedules in the future because, among other reasons, such allocations are subject to changes in government policy. For example, the FAA is planning a new rulemaking in 2013 to modify the current rules limiting flight operations at New York City's JFK and LaGuardia airports, where AAG will have major operations. Any limitation on AAG's ability to acquire or maintain adequate gates, ticketing facilities, operations areas, Slots (where applicable), or office space could severely constrain its operations and have a material adverse effect on it. In addition, in connection with obtaining regulatory approval or clearance with respect to the Merger, the applicable regulatory bodies may have the authority to condition approval or clearance on AMR and US Airways Group divesting Slots at foreign or U.S. airports. AMR and US Airways Group do not expect that any required divestitures will have a material adverse effect on AAG.

AAG's international operations will be subject to economic and political instability and could be adversely affected by numerous events, circumstances, or government actions beyond its control.

AAG will operate a global business from which AMR's international operations derived approximately 40% of its total operating revenues in 2012 and US Airways Group's international operations derived approximately 25% of its total operating revenues in 2012, as measured and reported to the DOT. AAG's international activities could be adversely affected by factors such as reversals or delays in the opening of foreign markets, exchange controls, currency, and political risks (including changes in exchange rates and currency devaluations, which are

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more likely in countries with exchange controls such as Venezuela, which recently devalued its currency, and Argentina), environmental regulation, increases in taxes and fees, and changes in international government regulation of its operations, including the inability to obtain or retain needed route authorities and/or Slots. Fluctuations in foreign currencies could significantly affect AAG's operating performance, as well as the value of its assets and liabilities located outside the U.S.

AAG could be adversely affected by an outbreak of a disease that affects travel behavior.

An outbreak of a disease that affects travel demand or travel behavior, such as Severe Acute Respiratory Syndrome, avian flu, H1N1 virus, or other illness, or travel restrictions or reductions in the demand for air travel caused by similar public health threats in the future, could have a material adverse impact on AAG. In addition, such events could result in quarantines of AAG's personnel or an inability to access facilities or aircraft, which could materially adversely affect AAG.

AAG could be adversely affected if AAG is unable to have satisfactory relations with any unionized or other labor work group, or if it suffers employee strikes, slowdowns, or other labor-related disruptions.

The airline business is labor intensive. To the extent that AAG is unable to have satisfactory relations with any labor work group (unionized or independent), its operations and its ability to execute its strategic plans could be adversely affected. The majority of AAG's employees will be represented by labor unions and covered by CBAs. Relations with such labor organizations are governed by the Railway Labor Act (RLA). Under the RLA, the CBAs among AAG's operating subsidiaries and these organizations generally do not expire but instead become amendable as of a stated date. If either party wishes to modify the terms of any such agreement, it must notify the other party in the manner prescribed under the RLA and as agreed to by the parties. Under the RLA, after receipt of such notice, the parties must meet for direct negotiations, and, if no agreement is reached, either party may request the National Mediation Board (NMB) to appoint a federal mediator. The RLA prescribes no set timetable for the direct negotiation and mediation process. It is not unusual for those processes to last for many months, and even for several years. If no agreement is reached in mediation, the NMB in its discretion may declare at some time that an impasse exists, and if an impasse is declared, the NMB proffers binding arbitration to the parties. Either party may decline to submit to arbitration. If arbitration is rejected by either party, a 30-day cooling off period commences. Throughout the bargaining process, and during this cooling off period, the parties are precluded from engaging in any self-help, such as strikes or work slowdowns by employees or a lockout by the employer. During the cooling off period (or after), a Presidential Emergency Board (PEB) may be established to examine the parties' positions and recommend a solution. The PEB process lasts for 30 days and is followed by another cooling off period of 30 days, which extends the prohibition against self-help until the PEB process is concluded. At the end of the cooling off period or PEB process (whichever lasts longer), unless an agreement is reached or action is taken by Congress to legislate a solution to the bargaining dispute, the labor organization may exercise self-help, such as a strike or other job action, and the airline may resort to its own self-help, including the imposition of any or all of its proposed amendments to the CBA and the hiring of new people to replace any striking workers.

Any disruption by a labor work group (e.g., sick-out, slowdown, full or partial strike, or other job action) may materially and adversely affect AAG's business, financial condition, and results of operations. There is a risk that employees may engage in such disruptions, with or without union involvement, even if such disruptions are not permitted by the RLA. In the third quarter of 2012, AMR experienced a labor-related operational disruption, which led to substantial flight cancellations and delays. There can be no assurance that such operational disruptions will not recur in the future.

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A higher than normal number of pilot retirements and a potential shortage of pilots could adversely affect AAG.

AMR and US Airways Group currently have a higher than normal number of pilots eligible for retirement. Among other things, the extension of pilot careers facilitated by the FAA's 2007 modification of the mandatory retirement age from age 60 to age 65 has now been fully implemented resulting in large numbers of pilots in the industry approaching the revised mandatory retirement age. If pilot retirements were to exceed normal levels in the future, it may adversely affect AAG. The FAA also recently issued regulations that increase the flight experience required for pilots working for airlines, such as American and US Airways, certificated under Part 121 of the Federal Aviation Regulations. These and other factors could contribute to a shortage of qualified pilots, which could adversely affect AAG.

Increases in insurance costs or reductions in coverage could have an adverse impact on AAG.

AMR and US Airways Group each carry insurance for public liability, passenger liability, property damage, and all-risk coverage for damage to their aircraft. As a result of the terrorist attacks of September 11, 2001, aviation insurers significantly reduced the amount of liability insurance coverage available to commercial airlines for claims resulting from acts of terrorism, war, or similar events. At the same time, these insurers significantly increased the premiums for aviation insurance in general. While the price of commercial insurance has declined since the period immediately after the terrorist attacks of September 11, 2001, in the event commercial insurance carriers further reduce the amount of insurance coverage available to AAG, or significantly increase its cost, AAG would be adversely affected. In addition, the failure or insolvency of one of the insurers could result in a lack of coverage.

The U.S. government has agreed to provide commercial war-risk insurance for U.S.-based airlines through September 30, 2013, covering losses to employees, passengers, third parties, and aircraft. If the U.S. government were to cease providing such insurance in whole or in part, it is likely that AAG could obtain comparable coverage in the commercial market, but it could incur substantially higher premiums and more restrictive terms, if such coverage were to be available at all. If AAG is unable to obtain adequate liability insurance for claims resulting from acts of terrorism, war, or similar events at commercially reasonable rates, it would be materially adversely affected.

AAG will be increasingly dependent on technology and could be adversely affected by a failure or disruption of its computer, communications, or other technology systems, and may face challenges in integrating those systems.

AAG will be heavily and increasingly dependent on technology and automated systems to operate its business, reduce costs, and enhance customer service. These technologies and systems include the computerized airline reservation system, flight operations system, financial planning, management, and accounting systems, telecommunications systems, website, maintenance systems, and check-in kiosks. In order for AAG's operations to work efficiently, its website and automated systems must be able to accommodate a high volume of traffic, maintain secure information, and deliver important flight and schedule information, as well as issue electronic tickets and process critical financial transactions, in a timely manner. The computer and communications systems on which AAG will rely could be disrupted due to various events, some of which are beyond AAG's control, including natural disasters, power failures, terrorist attacks, equipment failures, system implementation failures, software failures and computer viruses, hackers, and other cyber-attacks. For example, on April 16, 2013, AMR experienced a software issue that resulted in significant operational impact, including hundreds of cancelled flights. AMR has taken, and AAG will take, steps to help reduce the risk of some (but not all) of these potential disruptions. There can be no assurance, however, that the measures taken will be adequate to prevent or remedy disruptions or failures of these systems. Any substantial or repeated failure of these systems could impact AAG's operations and customer service, result in the theft or loss of important data, including private or sensitive information concerning AAG's passengers and other customers, loss of revenues, and increased costs, and

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generally harm AAG's business, financial condition, and results of operations. Moreover, a failure or disruption of certain of AAG's vital systems could limit its ability to operate flights for an extended period of time, which would have a material adverse impact on AAG. In addition, AAG will need to continue to make significant investments in technology to pursue initiatives to reduce costs and enhance customer service. If AAG is unable to make these investments, its business, financial condition, and results of operations could be negatively impacted.

Among the principal risks of integrating the business and operations of AMR and US Airways Group are the risks of integrating various computer, communications, and other technology systems, including designing and implementing an integrated customer reservations system, that will be necessary to operate American and US Airways as a single airline and to achieve cost synergies by eliminating redundancies in the two companies' businesses. The integration of these systems in a number of prior airline mergers has taken longer, been more disruptive, and cost more than originally forecast. The implementation process by AAG to integrate these various systems will involve a number of risks that may hinder AAG's business operations and/or affect its financial condition and results of operations if the implementation is delayed or otherwise is not successful. New systems will replace multiple legacy systems and the related implementation will be a complex and time-consuming project involving substantial expenditures for implementation consultants, system hardware, software, and implementation activities, as well as the transformation of business and financial processes.

As with any large project, there will be many factors that may materially affect the schedule, cost, and execution of the integration of AAG's computer, communications, and other technology systems. These factors include, among others: problems during the design, implementation, and testing phases; system delays and/or malfunctions; the risk that suppliers and contractors will not perform as required under their contracts; the diversion of management attention from daily operations to the project; reworks due to unanticipated changes in business processes; challenges in simultaneously activating new systems throughout AAG's global network; difficulty in training employees in the operation of new systems, and other unexpected events beyond AAG's control.

AAG will be at risk of losses and adverse publicity which might result from an accident involving any of its aircraft.

If one of AAG's aircraft, an aircraft that is operated under its brand by one of its regional operators, or an aircraft that is operated by an airline that is one of AAG's codeshare partners were to be involved in an accident, AAG could be exposed to significant tort liability. The insurance AAG carries to cover damages arising from any future accident may be inadequate. If its insurance is not adequate, it may be forced to bear substantial losses from an accident. In addition, any accident involving any such aircraft could materially and adversely affect the public's perception of AAG. Such public perception could in turn cause harm to AAG's brand and reduce travel demand on its flights, or the flights of AAG's codeshare partners or regional airlines.

Interruptions or disruptions in service at one or more of AAG's primary market airports could have an adverse impact on its business, financial condition, and results of operations.

AAG's business will be heavily dependent on operations at its primary market airports in Charlotte, Chicago, Dallas/Fort Worth, Los Angeles, Miami, New York City, Philadelphia, Phoenix, and Washington, D.C. Each of these operations includes flights that gather and distribute traffic from markets in the geographic region around the primary market to other major cities. A significant interruption or disruption in service at one or more of AAG's primary markets could adversely impact its business, financial conditions, and results of operations.

The airline industry is heavily taxed.

The airline industry is subject to extensive government fees and taxation that will negatively impact AAG's revenue. The U.S. airline industry is one of the most heavily taxed of all industries. These fees and taxes have grown significantly in the past decade for domestic flights, and various U.S. fees and taxes also are assessed on

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international flights. For example, as permitted by federal legislation, most major U.S. airports impose a passenger facility charge per passenger on American and US Airways. In addition, the governments of foreign countries in which AAG will operate impose on U.S. airlines, including American and US Airways, various fees and taxes, and these assessments have been increasing in number and amount in recent years. Moreover, AAG will be obligated to collect a federal excise tax, commonly referred to as the ticket tax, on domestic and international air transportation. It will collect the excise tax, along with certain other U.S. and foreign taxes and user fees on air transportation (such as a per-ticket tax on passengers to fund the TSA), and pass along the collected amounts to the appropriate governmental agencies. Although these taxes are not operating expenses, they represent an additional cost to AAG's customers. There are continuing efforts in Congress and in other countries to raise different portions of the various taxes, fees, and charges imposed on airlines and their passengers. Increases in such taxes, fees, and charges could negatively impact AAG's business, financial condition, and results of operations.

Under recent DOT regulations, all governmental taxes and fees must be included in the fares AAG quotes or advertises to its customers. Due to the competitive revenue environment, many increases in these fees and taxes have been absorbed by the airline industry rather than being passed on to the customer. Further increases in fees and taxes may reduce demand for air travel, and thus AAG's revenues.

AAG may never realize the full value of its intangible assets or its long-lived assets, causing it to record material impairment charges.

In accordance with applicable accounting standards, upon the Closing and the Debtors' emergence from the Chapter 11 Cases, fresh start accounting will be applied to AMR's financial statements and the acquisition method of accounting will be applied to US Airways Group's financial statements. The adjustments mandated by these methods of accounting will likely result in the recording of significant intangible assets by AAG. Also in accordance with applicable accounting standards, AAG will be required to test its indefinite-lived intangible assets for impairment on an annual basis, or more frequently if conditions indicate that an impairment may have occurred. In addition, AAG will be required to test certain of its other assets for impairment if conditions indicate that an impairment may have occurred.

AAG may be required to recognize additional impairments in the future due to, among other factors, extreme fuel price volatility, tight credit markets, a decline in the fair value of certain tangible or intangible assets, unfavorable trends in historical or forecasted results of operations and cash flows, and an uncertain economic environment, as well as other uncertainties. Neither AMR nor US Airways Group can provide assurance that a material impairment charge of tangible or intangible assets will be avoided. The value of AAG's aircraft could be impacted in future periods by changes in supply and demand for these aircraft. Such changes in supply and demand for certain aircraft types could result from grounding of aircraft by AAG or other airlines. An impairment charge could have a material adverse effect on its business, financial condition, and results of operations.

Interruptions or disruptions in AAG's relationships with third-party regional airlines or other third-party service providers could have an adverse impact on it.

AMR and US Airways Group have engaged an increasing number of third-party service providers to perform a large number of functions that are integral to their businesses, including distribution and sale of airline seat inventory, provision of information technology infrastructure and services, provision of aircraft maintenance and repairs, provision of certain customer and aircraft related functions, provision of various utilities, and performance of aircraft fueling operations, among other vital functions and services. AAG will also rely on third-party regional airlines to operate flights. If AAG experiences problems with any of its third-party regional airlines, or other third-party service providers, or unexpected interruptions in their provision of services, the public's perception of AAG could be materially and adversely affected. Significant problems, disruptions, or interruptions could materially and adversely affect AAG's business, financial condition, and results of operations.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This proxy statement/prospectus includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by words such as may, will, expect, intend, anticipate, believe, estimate, could, should, would, continue, seek, target, guidance, outlook, forecast, and other similar words. In particular, statements, expressions of opinion, and projections concerning future actions, conditions, or events, future operating results, the ability to generate sales, income, or cash flow and to realize cost savings and other synergies or other benefits associated with the transaction are forward-looking statements. Although AMR and US Airways Group believe that these forward-looking statements are based on reasonable assumptions, they are subject to risks and uncertainties and are made in light of information currently available. Many factors, in addition to the factors described in this proxy statement/prospectus, may adversely affect results as indicated in forward-looking statements. AMR and US Airways Group urge you to carefully read this entire proxy statement/prospectus, the documents incorporated by reference into this proxy statement/prospectus, and the documents that are attached as annexes and filed as exhibits hereto, with the understanding that actual future results may be materially different from what AMR and US Airways Group expect. Many of the factors that will determine these results are beyond AMR's and US Airways Group's ability to control or predict. Specific factors that could cause actual results to differ from those in the forward-looking statements include, among others:

the challenges and costs of the Merger, integrating American's operations with those of US Airways, and achieving anticipated synergies, including the ability to achieve targeted cost savings, or revenue growth;

the price of, market for, and potential market price volatility of, AAG common stock;

the significant liquidity requirements of AAG at and following the Closing;

substantial levels of indebtedness, which could make AAG vulnerable to general adverse economic and industry conditions, limit its ability to borrow additional funds, and/or place it at competitive disadvantages compared to its competitors that have less debt;

potential limitations on the use of NOL Carryforwards and certain other tax attributes following the Closing;

failure of conditions to Closing to be satisfied and failure of the Merger to be completed, including failure of the Plan to be confirmed, failure of US Airways Group stockholders to adopt the Merger Agreement, or failure to receive required regulatory approvals;

market conditions, including commodity prices for oil, and access to, and cost of obtaining, additional capital;

vulnerability to changes in economic conditions, laws or regulations, and third-party relations, and to approvals and decisions of courts, regulators, and governmental bodies;

interruptions in business and/or damage to property or reputation or injuries or loss of human life due to natural disasters, terrorism, war, cyber-attacks, failure of technology systems, or other causes;

potential labor unrest, strikes, slow downs, or other labor related disruptions;

changes in tax laws;

availability of aircraft, availability of adequate facilities and infrastructure, delays in aircraft deliveries, and performance of new aircraft;

competition, consolidation, and alliances in the airline industry;

other economic, business, competitive, and/or regulatory factors affecting the business of AAG, generally; and

the other factors discussed in the section entitled "Risk Factors" beginning on page 41.

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Forward-looking statements speak only as of the date hereof or as of the dates indicated in the statements. Neither AMR nor US Airways Group assumes any obligation to publicly update or supplement any forward-looking statement to reflect actual results, changes in assumptions, or changes in other factors affecting these forward-looking statements. There is no assurance that any of the risks described under the caption "Risk Factors" or that any of the uncertainties associated with the forward-looking statements discussed in this proxy statement/prospectus will occur, or, if any of them do, when they will occur or what impact they will have on AMR's, US Airways Group's, or AAG's operations or financial condition. Future results and performance may differ materially from those expressed in forward-looking statements due to, but not limited to, the factors mentioned above. Because of these uncertainties, you should not place undue reliance on forward-looking statements.

Stockholders should understand that the foregoing important factors, in addition to those discussed elsewhere in this proxy statement/prospectus or in the documents that are incorporated by reference by US Airways Group into this proxy statement/prospectus or attached hereto as annexes or filed as exhibits, could affect AMR's, US Airways Group's, or AAG's future results and could cause results to differ materially from those expressed in the forward-looking statements.

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THE US AIRWAYS GROUP ANNUAL MEETING

Purpose, Place, Date, and Time

US Airways Group is furnishing this proxy statement/prospectus to the stockholders of US Airways Group in connection with the solicitation by its board of directors of proxies to be voted at the 2013 Annual Meeting of Stockholders, and any adjournments or postponements of that meeting. The 2013 Annual Meeting of Stockholders will be held at _____, on _____, 2013 at _____, local time, for the purposes set forth in the accompanying notice of the 2013 Annual Meeting of Stockholders.

The approximate date on which US Airways Group is first sending the notice of the 2013 Annual Meeting of Stockholders, this proxy statement/prospectus, and the accompanying proxy card to stockholders is _____, 2013.

The 2013 Annual Meeting of Stockholders is being held to consider and vote on the following proposals:

Proposal 1: to adopt the Merger Agreement;

Proposal 2: to approve, on a non-binding, advisory basis, the Merger-related compensation of US Airways Group's named executive officers;

Proposal 3: to approve the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement;

Proposal 4: to elect to the US Airways Group board of directors each of the nominees for director named in this proxy statement/prospectus;

Proposal 5: to ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013; and

Proposal 6: to approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers.

Record Date; Outstanding Shares; Stockholders Entitled to Vote

Stockholders of record at the close of business on the Record Date are entitled to receive notice of and to vote at the 2013 Annual Meeting of Stockholders and at any adjournments or postponement thereof. On the Record Date, there were _____ shares of US Airways Group's common stock outstanding and eligible to be voted at the 2013 Annual Meeting of Stockholders. Each share of US Airways Group's common stock entitles its owner to one vote on each matter submitted to the stockholders.

Quorum; Broker Non-Votes

The presence, in person or by proxy, of a majority of the outstanding shares of US Airways Group's common stock is necessary to constitute a quorum at the 2013 Annual Meeting of Stockholders.

Under the rules of the NYSE, member firms that hold shares in street name for beneficial owners may, to the extent that those beneficial owners do not furnish voting instructions with respect to any or all proposals submitted for stockholder action, vote in their discretion upon proposals that are considered routine proposals under the NYSE rules. US Airways Group believes that Proposals 3 and 5 are routine, and Proposals 1, 2, 4, and 6 are non-discretionary. Member brokerage firms that do not receive instructions from their clients as to non-discretionary proposals cannot vote on the non-discretionary proposals. The return of a proxy card by a broker without voting on a non-discretionary proposal because the broker received no instruction from the stockholder is referred to herein as a Broker Non-Vote. Broker Non-Votes are considered in

determining whether a quorum exists at the 2013 Annual Meeting of Stockholders.

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Vote Required for Proposal 1: The Merger

The proposal to adopt the Merger Agreement requires the affirmative vote of holders of a majority of the outstanding shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

Abstentions are considered in determining the number of votes required to obtain the necessary majority vote for the proposal and, therefore, will have the same legal effect as voting against the proposal. Brokers do not have discretionary authority to vote on this proposal. Broker Non-Votes will have the same legal effect as a vote against the proposal.

In the vote to adopt the Merger Agreement, stockholders may:

vote for the adoption of the Merger Agreement;

vote against the adoption of the Merger Agreement; or

abstain from voting on the proposal.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR the adoption of the Merger Agreement.

Vote Required for Proposal 2: Non-Binding Advisory Vote on the Merger-Related Compensation for Named Executive Officers

The proposal to approve, on a non-binding, advisory basis, the compensation that will or may become payable to the named executive officers of US Airways Group in connection with the Merger requires the affirmative vote of holders of a majority of the shares of US Airways Group common stock represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

Abstentions are considered in determining the number of votes required to obtain the necessary majority vote for the proposal and, therefore, will have the same legal effect as voting against the proposal. Brokers do not have discretionary authority to vote on this proposal. Broker Non-Votes will have no legal effect on the outcome of this proposal.

In the vote to approve, on a non-binding, advisory basis, the Merger-related compensation of US Airways Group named executive officers, stockholders may:

vote for the approval of the Merger-related compensation of US Airways Group named executive officers;

vote against approval of the Merger-related compensation of US Airways Group named executive officers; or

abstain from voting on the proposal.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR the proposal to approve the Merger-related compensation of the US Airways Group named executive officers.

Vote Required for Proposal 3: Adjournment If Votes Are Insufficient to Adopt the Merger Agreement

The proposal to approve the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies, if there are not sufficient votes to adopt the Merger Agreement, requires the affirmative vote of holders of a majority of the shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

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common stock represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders, whether or not a quorum is present.

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Abstentions are considered in determining the number of votes required to obtain the necessary majority vote for the proposal and, therefore, will have the same legal effect as voting against the proposal. Brokers have discretionary authority to vote on this proposal; therefore, US Airways Group expects no Broker Non-Votes on this proposal.

In the vote to approve the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement, stockholders may:

vote for the approval of the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement;

vote against approval of the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement; or

abstain from voting on the proposal.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR the proposal to adjourn the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement.

Vote Required for Proposal 4: Election of Directors

US Airways Group's amended and restated bylaws provide for a majority voting standard for the election of directors in uncontested elections, which are generally defined as elections in which the number of nominees does not exceed the number of directors to be elected at the meeting. Under the majority voting standard, in uncontested elections of directors, such as this election, each director must be elected by the affirmative vote of a majority of the votes cast with respect to such director by the shares represented in person or by proxy, and entitled to vote therefor at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

A majority of the votes cast means that the number of votes cast for a nominee exceeds the number of votes cast against that nominee. Brokers do not have discretionary authority to vote on this proposal. Abstentions and Broker Non-Votes are not considered votes cast for or against a nominee's election and therefore will have no legal effect in determining whether a nominee has received a majority of the votes cast.

In this election, an incumbent director nominee who does not receive the required number of votes for re-election is expected to tender his resignation to the board of directors in accordance with the policy adopted by the board of directors. The corporate governance and nominating committee of the board of directors (or other committee as directed by the board) will then make a determination as to whether to accept or reject the tendered resignation, generally within 90 days after certification of the election results of the stockholder vote. Following such determination, US Airways Group will publicly disclose the decision regarding any tendered resignation in a Current Report on Form 8-K filed with the SEC.

In the vote to elect two directors of US Airways Group in Class II to serve until the 2016 annual meeting of stockholders and until their respective successors have been duly elected and qualified, stockholders may, with respect to each nominee:

vote for the election of the nominee;

vote against the election of the nominee; or

abstain from voting on the election.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR each of the nominees.

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Vote Required for Proposal 5: Ratification of Appointment of Independent Registered Public Accounting Firm

The proposal to ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm will require the affirmative vote of holders of a majority of the shares represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

Abstentions are considered in determining the number of votes required to obtain the necessary majority vote for the proposal and, therefore, will have the same legal effect as voting against the proposal. Brokers have discretionary authority to vote on this proposal; therefore, US Airways Group expects no Broker Non-Votes on this proposal.

In the vote to ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm, stockholders may:

vote for the ratification;

vote against the ratification; or

abstain from voting on the ratification.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR the ratification of the appointment of US Airways Group's independent registered public accounting firm.

Vote Required for Proposal 6: Non-Binding Advisory Vote to Approve the Compensation of Named Executive Officers

The proposal to approve, on a non-binding, advisory basis, the compensation of the named executive officers of US Airways Group as disclosed in this proxy statement/prospectus pursuant to the compensation disclosure rules of the SEC requires the affirmative vote of holders of a majority of the shares of US Airways Group's common stock represented, in person or by proxy, and entitled to vote at the 2013 Annual Meeting of Stockholders, provided a quorum is present.

Abstentions are considered in determining the number of votes required to obtain the necessary majority vote for the proposal and, therefore, will have the same legal effect as voting against the proposal. Brokers do not have discretionary authority to vote on this proposal. Broker Non-Votes will have no legal effect on the outcome of this proposal.

In the vote to approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers, stockholders may:

vote for the approval of the compensation of US Airways Group's named executive officers;

vote against approval of the compensation of US Airways Group's named executive officers; or

abstain from voting on the proposal.

The US Airways Group board of directors recommends that US Airways Group stockholders vote FOR the proposal to approve the compensation of the US Airways Group named executive officers.

Voting of Proxies

You should specify your choices with regard to each of the proposals by submitting a proxy for your shares by using the toll-free number or the website provided on your proxy card, if your proxy card includes instructions for using these quick, cost-effective, and easy methods for

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submitting proxies, or submitting a proxy in writing by filling out, signing, and dating your proxy card and mailing it in the prepaid envelope included with these

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proxy materials. If you submit a proxy by telephone or the website provided on your proxy card, please do not return your proxy card by mail. You will need to follow the instructions provided on your proxy card when you submit a proxy using any of these methods to make sure your shares will be voted at the 2013 Annual Meeting of Stockholders. You also may vote by submitting a ballot in person if you attend the 2013 Annual Meeting of Stockholders. However, we encourage you to submit a proxy by mail by completing your proxy card, by telephone, or over the Internet even if you plan to attend the 2013 Annual Meeting of Stockholders.

If you hold shares through a broker, bank, or other nominee, you may instruct your broker, bank, or other nominee to vote your shares by following the instructions that the broker, bank, or other nominee provides to you with these materials. Most brokers offer the ability for stockholders to submit voting instructions by mail by completing a voting instruction card, by telephone, and over the Internet. If you hold shares through a broker, bank, or other nominee and wish to vote your shares at the 2013 Annual Meeting of Stockholders, you must obtain a legal proxy from your broker, banker, or nominee and present it to the inspector of election with your ballot when you vote at the 2013 Annual Meeting of Stockholders.

All properly executed proxies received by US Airways Group in time to be voted at the 2013 Annual Meeting of Stockholders and not revoked will be voted at the 2013 Annual Meeting of Stockholders in accordance with the directions noted therein. In the absence of such instructions, the shares represented by a signed and dated proxy card will be voted:

FOR the adoption of the Merger Agreement;

FOR the approval, on a non-binding, advisory basis, of the Merger-related compensation of US Airways Group's named executive officers;

FOR the election to the US Airways Group board of directors of each of the nominees for director named in this proxy statement/prospectus;

FOR the ratification of the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013; and

FOR the approval, on a non-binding, advisory basis, of the compensation of US Airways Group's named executive officers.

If you return your signed and dated proxy card and indicate that you wish to vote **FOR** the proposal to adopt the Merger Agreement but do not indicate a choice on the proposal to authorize adjournment of the 2013 Annual Meeting of Stockholders, your shares will be voted **FOR** the proposal to authorize adjournment. However, if you indicate that you wish to vote **AGAINST** the proposal to adopt the Merger Agreement, your shares will only be voted **FOR** the proposal to authorize adjournment if you indicate that you wish to vote in favor of that proposal.

If any other matters properly come before the 2013 Annual Meeting of Stockholders, the persons named as proxies will vote upon those matters according to their judgment. The board of directors of US Airways Group knows of no other items of business that will be presented for consideration at the 2013 Annual Meeting of Stockholders other than those described in this proxy statement/prospectus. No stockholder proposals or nominations were received on a timely basis, pursuant to SEC Rule 14a-8 or US Airways Group's amended and restated bylaws, that were not subsequently withdrawn. Accordingly, no such matters may be brought to a vote at the 2013 Annual Meeting of Stockholders.

Revocation of Proxies

Any stockholder delivering a proxy has the power to revoke it at any time before it is voted by:

giving notice of revocation to Caroline B. Ray, US Airways Group's Corporate Secretary, at US Airways Group, Inc., 111 West Rio Salado Parkway, Tempe, Arizona 85281 (by mail or overnight delivery);

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executing and delivering to US Airways Group's Corporate Secretary a proxy card relating to the same shares bearing a later date;

voting again prior to the time at which the Internet and telephone voting facilities close by following the procedures applicable to those methods of voting; or

voting in person at the 2013 Annual Meeting of Stockholders.

Please note, however, that under the NYSE rules, any beneficial owner of US Airways Group's common stock whose shares are held in street name by a member brokerage firm may only revoke his or her proxy and vote his or her shares in person at the 2013 Annual Meeting of Stockholders in accordance with applicable NYSE rules and procedures, as employed by the beneficial owner's brokerage firm. If you want to vote at the 2013 Annual Meeting of Stockholders, but your shares are held in street name by a broker, bank, or other nominee, you will need to obtain proof of ownership as of _____, 2013 and a proxy to vote the shares from such broker, bank, or other nominee.

Solicitation of Proxies

In addition to soliciting proxies through the mail, US Airways Group may solicit proxies through its directors, officers, and employees in person and by email, telephone, or facsimile. US Airways Group may also request broker, bank, or other nominees to forward proxy materials to the beneficial owners of shares held of record by them. US Airways Group will pay all expenses incurred in connection with the solicitation of proxies. In addition, US Airways Group has retained MacKenzie Partners to assist in the solicitation for an estimated fee of \$50,000. US Airways Group also agreed to reimburse MacKenzie Partners for reasonable out-of-pocket expenses and disbursements incurred in connection with the proxy solicitation and to indemnify MacKenzie against certain losses, costs, and expenses.

Inspector of Election

All votes at the 2013 Annual Meeting of Stockholders will be counted by Broadridge Investor Communication Solutions, Inc., the inspector of election. The inspector of election will separately tabulate affirmative and negative votes, abstentions, and Broker Non-Votes.

Electronic Delivery of Proxy Materials

All stockholders now have the option to register for and receive copies of US Airways Group's future proxy statements, annual reports, and other stockholder materials electronically. All stockholders (record and street name) can save US Airways Group (and the environment) the cost of printing and mailing these documents by visiting US Airways Group's website at www.usairways.com under Company info About US Investor relations Shareholder resources and following the instructions on how to sign up for electronic delivery of future stockholder materials.

Householding of Proxy Materials

The SEC has adopted rules that permit companies and intermediaries (*e.g.*, brokers) to satisfy the delivery requirements for proxy materials, including annual reports, with respect to two or more stockholders sharing the same address by delivering a single copy of the documents addressed to those stockholders. This process, which is commonly referred to as householding, potentially means extra convenience for stockholders and cost savings for companies. In accordance with these rules, only one set of documents will be delivered to multiple stockholders sharing an address unless US Airways Group has received contrary instructions from one or more of the stockholders.

If, at any time, you no longer wish to participate in householding and would prefer to receive separate copies of the proxy materials, including annual reports, please notify your broker, direct your written request to Caroline B. Ray, Corporate Secretary, US Airways Group, Inc., 111 West Rio Salado Parkway, Tempe, Arizona 85281, or contact Caroline B. Ray at (480) 693-0800. Stockholders who currently receive multiple copies of such documents and would like to request householding of their communications should contact their brokers.

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Voting by US Airways Group Directors and Executive Officers

As of the Record Date for the 2013 Annual Meeting of Stockholders, the directors and executive officers of US Airways Group as a group were entitled to vote approximately _____ shares of US Airways Group common stock or approximately _____ % of the outstanding shares of US Airways Group common stock on that date. The affirmative vote of a majority of the aggregate voting power of the outstanding shares of US Airways Group common stock that are entitled to vote at the 2013 Annual Meeting of Stockholders is required to adopt the Merger Agreement. Each director and executive officer has indicated his or her present intention to vote, or cause to be voted, the shares of US Airways Group common stock owned by him or her **FOR** the adoption of the Merger Agreement.

Special Assistance with Attendance at the 2013 Annual Meeting of Stockholders

If you plan to attend the 2013 Annual Meeting of Stockholders and require special assistance, please contact Caroline Ray at (202) 326-5165 to request any listening or visual aid devices by _____, 2013

Recommendation of US Airways Group's Board of Directors

The US Airways Group board of directors recommends that you vote:

FOR the adoption of the Merger Agreement;

FOR the approval, on a non-binding, advisory basis, of the Merger-related compensation of US Airways Group's named executive officers;

FOR the approval of the adjournment of the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement;

FOR the election to the US Airways Group board of directors of each of the nominees for director named in this proxy statement/prospectus;

FOR the ratification of the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013; and

FOR the approval, on a non-binding, advisory basis, of the compensation of US Airways Group's named executive officers. The US Airways Group board of directors has determined that the Merger Agreement and the Merger are advisable and in the best interests of US Airways Group and its stockholders and has unanimously approved the Merger Agreement and the Merger.

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PART II THE MERGER AND THE COMBINED COMPANY

PROPOSAL 1: THE MERGER

US Airways Group and AMR have agreed to the business combination of US Airways Group and AMR pursuant to the Merger Agreement that is described in this proxy statement/prospectus. In the Merger, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a direct wholly-owned subsidiary of AMR. The Merger Agreement is attached as Annex A to this proxy statement/prospectus. US Airways Group encourages you to read carefully the Merger Agreement in its entirety, because it is the legal document that governs the Merger.

For a detailed discussion of the terms and conditions of the Merger, see the section entitled "The Merger Agreement" beginning on page 107. As discussed in the section entitled "The Merger Recommendation of US Airways Group's Board of Directors with Respect to the Merger Agreement and Its Reasons for the Merger" beginning on page 79, the US Airways Group board of directors has determined that the Merger and the Merger Agreement are advisable and in the best interests of US Airways Group and its stockholders and approved the Merger Agreement and the Merger. US Airways Group is asking its stockholders to adopt the Merger Agreement. The adoption of the Merger Agreement by US Airways Group stockholders is required to effect the Closing.

The US Airways Group board of directors recommends that US Airways Group stockholders vote **FOR** the adoption of the Merger Agreement.

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THE MERGER

General

Each of the US Airways Group and AMR boards of directors has unanimously approved and declared advisable the Merger Agreement and the Merger.

Under the terms of the Merger Agreement, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a wholly-owned subsidiary of AMR. Immediately following the Closing, AMR will change its name to American Airlines Group Inc., which will be the name of the combined company following the Closing. At the Effective Time and as a result of the Merger, each share of US Airways Group common stock will be converted into the right to receive one share of common stock of AAG, on the terms provided in the Merger Agreement and as further described below under the section entitled "The Merger Agreement The Merger Consideration and the Plan Shares" beginning on page 115.

Background of the Merger

On November 29, 2011, AMR and certain of its direct and indirect domestic subsidiaries, including American, filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code. AMR's filing was the culmination of more than a decade of upheaval in the airline industry, from the terrible events of September 11, 2001 to the global financial crisis of 2008-2009.

The last decade has seen numerous U.S. airlines reorganize under Chapter 11 in order to reduce costs and restructure their balance sheets and operations. That period has also seen significant consolidation in the airline industry, including the mergers of US Airways and America West, Delta and Northwest, United and Continental, and Southwest and AirTran. The confluence of restructuring and consolidation has rapidly transformed the airline industry.

For a number of years prior to AMR's Chapter 11 filing, the boards of directors and senior management teams of both AMR and US Airways Group have held the view that a combination with another airline would be beneficial to their respective businesses. In furtherance of this long-held view, periodically each company's senior management internally reviewed and evaluated potential strategic alternatives and possible business combination transactions, including a combination of AMR and US Airways Group, and discussed their views with their respective boards, and over the last several years, both AMR and US Airways Group have pursued merger opportunities. During this time, AMR and US Airways Group each engaged separately in discussions with several airlines concerning a possible combination, but none of these discussions resulted in a transaction.

To that end, on April 14, 2011, at the regularly scheduled meeting of the US Airways Group board, senior management of US Airways Group presented an analysis of a potential combination with AMR. Following a discussion, the US Airways Group board instructed management to continue its evaluation of that potential combination, which management did throughout the remainder of 2011.

On September 7, 2011, Mr. Thomas W. Horton, then president of AMR, approached Mr. W. Douglas Parker, US Airways Group's chairman and CEO, at an industry event. Mr. Horton explained that AMR had recently completed the then-largest ever order of new aircraft and that upon entering into new labor agreements AMR might soon be positioned to engage in discussions about strategic alternatives, including a combination with US Airways Group. Mr. Parker agreed that a combination of the two airlines could be beneficial to both parties, and that the two should speak again after AMR had secured new labor agreements.

In an October 2011 telephone conversation, Mr. Gerard J. Arpey, then AMR's chairman and CEO, told Mr. Parker that he was aware of the earlier discussion between Mr. Horton and Mr. Parker. Mr. Arpey said that once AMR had achieved new labor contracts, he would be open to discussing potential strategic transactions.

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However, he encouraged Mr. Parker to consider the possibility of US Airways departing the Star Alliance and becoming a member of the oneworld® alliance as an initial step, but one that might result in a larger transaction sometime in the future.

On November 29, 2011, and after exhaustive attempts to reach consensual agreements with its labor unions and otherwise bring its labor costs in line with those of its competitors, AMR and certain of its domestic subsidiaries filed for relief under Chapter 11. That day, Mr. Horton, who had been elected chairman and CEO of AMR on the eve of AMR's Chapter 11 filing, reached out to other senior airline executives, including Mr. Parker, to alert them to AMR's filing.

On December 21, 2011, Mr. Parker called Mr. Horton and asked if he and members of his management team could meet with Mr. Horton to discuss a potential combination. Mr. Horton said to Mr. Parker that while he believed a combination could be beneficial to both companies and that he was always willing to talk, AMR and its board of directors were completely focused on completing the company's restructuring.

On January 12, 2012, Mr. Parker called Mr. Horton to inform him that US Airways Group had engaged Millstein & Co., Barclays and Latham & Watkins LLP to assist it in connection with an evaluation of options related to AMR's Chapter 11 filing. Mr. Horton thanked Mr. Parker for the call but reaffirmed that AMR was completely focused on completing its restructuring.

On January 19, 2012, at a regularly scheduled meeting of the US Airways Group board, Mr. Parker made a presentation on the impact of consolidation in the airline industry and provided additional background on a potential combination transaction with AMR.

In early February 2012, Mr. Horton called Mr. Parker. Mr. Horton said he understood that representatives of US Airways Group had begun reaching out to AMR's stakeholders regarding a potential transaction. Mr. Horton said that such discussions were best left until after AMR had completed its restructuring.

On February 14, 2012, Mr. Parker provided an update to the US Airways Group board with respect to the evaluation of a potential combination transaction with AMR, including his recent conversation with Mr. Horton.

On March 9, 2012, representatives of US Airways Group and its advisers met with the legal and financial advisers retained by the UCC (the UCC's Advisers) to discuss the benefits of a combination of AMR and US Airways Group, and to present preliminary estimates of revenue and cost synergies and one-time transition costs associated with a potential transaction.

On March 30, 2012, the US Airways Group board again met to discuss a potential merger with AMR. At the meeting, senior management reviewed recent developments, including the meeting with the UCC's Advisers. Senior management also presented the strategic rationale for a combination with AMR, and discussed their assessment of AMR's other strategic alternatives. In addition, preliminary estimates of revenue and cost synergies and one-time transition costs were reviewed. Advisers to US Airways Group also reviewed the status of the Chapter 11 Cases, including the filing of Section 1113 motions by AMR to reject its CBAs, and likely next steps in the Chapter 11 Cases. Senior management discussed potential next steps, which included engaging in discussions with representatives for AMR's principal labor unions and continuing discussions with the UCC's Advisers.

In early April 2012, US Airways Group commenced discussions with the Allied Pilots Association (APA), the Association of Professional Flight Attendants (APFA), and the Transport Workers Union of America (TWU) on the terms of a conditional labor agreement (CLA), which would become effective only upon a business combination of US Airways Group and AMR while AMR was in Chapter 11.

On April 6, 2012, the US Airways Group board met and received updates on the discussions with representatives of AMR's principal labor unions and of upcoming discussions with the UCC's Advisers. In addition, US Airways Group's financial advisers presented a preliminary financial analysis of a potential combination transaction, including preliminary relative valuations of AMR and US Airways Group.

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On April 9, 2012, the financial advisers to US Airways Group met with the UCC's Advisers to discuss a potential merger between AMR and US Airways Group, review preliminary relative valuation analyses, and review the status of discussions between US Airways Group and representatives of AMR's principal labor unions.

At a regularly scheduled meeting on April 12, 2012, the US Airways Group board received an update on the status of discussions relating to a potential merger. US Airways Group's legal counsel reviewed with the directors their fiduciary duties and other legal matters in connection with considering a potential combination transaction with AMR. Senior management reviewed with the directors the status of discussions with the representatives of AMR's principal labor unions, the terms of potential CLAs with each of those unions, and the effects of the CLAs on revenue and cost synergies and labor cost estimates in connection with a potential combination. Following the presentation and discussion, US Airways Group's board authorized management to enter into the CLAs. Advisers to US Airways Group then reviewed with the board their prior discussions with the UCC's Advisers, revised preliminary valuation analysis materials, and the terms of a potential merger proposal to AMR.

On April 16, 2012, representatives of AMR and the UCC Advisers met to further discuss whether to explore strategic alternatives. Thereafter, the parties began discussions regarding the terms of the Protocol (as described below).

On April 20, 2012, Mr. Parker called Mr. Horton to advise him that US Airways Group would be sending AMR a non-binding indication of interest containing the terms of a proposed merger (the April 20 Indication of Interest). The April 20 Indication of Interest contemplated AMR's unsecured creditors receiving 49.9% of the common stock of the combined company and \$1.5 billion of new senior unsecured debt obligations of the combined company and that US Airways Group equity holders would retain 50.1% of the common stock of the combined company. US Airways Group's management and advisers estimated, based on then available information, that the consideration offered to AMR's unsecured creditors represented 67% of the value of the combined company but US Airways did not provide that estimate in the April 20 Indication of Interest and had no discussions with AMR or its advisers on the April 20 Indication of Interest. The April 20 Indication of Interest also proposed that the combined company would fly under the American Airlines® brand and would be headquartered in Ft. Worth, Texas. Mr. Parker also advised Mr. Horton that US Airways Group had signed the CLAs with APA, APFA, and TWU. Mr. Horton reiterated AMR's focus on its restructuring, but stated that AMR would review the April 20 Indication of Interest. APA, APFA, TWU, and US Airways Group publicly announced these CLAs the same day, and US Airways provided the April 20 Indication of Interest to the UCC's Advisers. Later that day, Mr. Horton discussed with the AMR board the April 20 Indication of Interest and the substance of his conversation with Mr. Parker.

Effective May 1, 2012, AMR and the UCC entered into a Joint Exploration and Protocol Agreement with respect to exploring consolidation opportunities on a collaborative basis through December 28, 2012 (the Protocol). The Protocol also provided that prior to December 1, 2012, AMR would not file a plan of reorganization without the support of the UCC. AMR and the UCC's Advisers agreed that it was important that AMR continue to develop an independent plan of emergence against which other alternatives could be evaluated.

On May 15 and 16, 2012, AMR's board, together with management and AMR's legal counsel and financial adviser, Weil, Gotshal & Manges LLP and Rothschild Inc., further considered the April 20 Indication of Interest. AMR's management noted that AMR's creditors would only receive the benefit of 49.9% of any synergies produced by a combination based on the April 20 Indication of Interest, and that the proposal valued AMR at less than the value indicated by AMR's independent emergence plan as then formulated. Accordingly, AMR's board determined that the April 20 Indication of Interest did not merit further discussion. However, Mr. Horton explained that at a significantly different equity split a combination with US Airways Group could be attractive to AMR and its stakeholders.

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On June 14, 2012, at a regularly scheduled meeting, the US Airways Group board received an update on a potential transaction with AMR from management and US Airways Group's advisers. The update included a review of the Chapter 11 Cases, including efforts by AMR to reach consensual CBAs with its principal labor unions, and a discussion of the view that the Section 1113 process would need to be completed and consensual CBAs reached before progress could be made on a merger. US Airways Group's financial advisers also presented an updated valuation analysis to the board.

On July 10, 2012, AMR announced that, in cooperation with the UCC, it would begin a review of strategic alternatives, including a potential merger.

Also on July 10, 2012, Mr. Horton and other senior members of AMR's management team made a presentation to the UCC regarding AMR's independent emergence plan, its process to consider strategic alternatives, and the relative merits of a potential combination with various airlines, including US Airways Group. Mr. Horton explained to the UCC that both he and AMR had long been a proponent of industry consolidation, and that AMR had been evaluating strategic alternatives, including possible combination transactions with a number of airlines. Mr. Horton reiterated that the April 20 Indication of Interest was insufficient and that the economics of a potential transaction must reflect the relative size, value and prospects of each company, and that any potential transaction would need to be measured against AMR's independent plan of emergence and/or other strategic alternatives. AMR's board received an update of this meeting later the same day.

On July 16, 2012, after AMR had announced publicly that it would begin a review of strategic alternatives, including a potential merger, US Airways Group purchased in an open market transaction \$1 million principal amount of AMR's 6.25% senior convertible notes in order to assure that US Airways Group had legal standing in the Chapter 11 Cases.

On July 17, 2012, AMR's board received a further update on the July 10, 2012 UCC meeting. Mr. Horton reviewed the various options available to AMR, including a potential transaction with US Airways Group, and discussed the risks attendant to any potential transaction. Mr. Horton also advised that he believed the time had come to begin negotiating non-disclosure agreements with interested strategic partners so that alternatives could be properly pursued.

On July 19, 2012, at Mr. Horton's request, Mr. Horton and Mr. Parker met to discuss matters regarding AMR's Chapter 11 emergence process, including the prospect of a potential combination with US Airways Group. Mr. Horton informed Mr. Parker that on his recommendation the AMR board had authorized the establishment of a process to consider AMR's strategic alternatives, including exploring a possible combination with a number of airlines, among them US Airways Group, and that the alternatives would be measured against AMR's independent emergence plan. Mr. Horton also advised that a form of non-disclosure agreement would soon be made available to US Airways Group.

Effective July 19, 2012, AMR and the UCC entered into a Joint Protocol Side Letter Agreement, which modified and amended the Protocol and provided (i) the form of non-disclosure agreement to be provided by AMR to potential counterparties, including US Airways Group, and (ii) additional details regarding the participation by the UCC in AMR's process to identify and pursue strategic alternatives (the Side Letter). The Side Letter was thereafter amended from time to time, among other things, to extend the joint collaboration period and the date prior to which AMR would not file a plan of reorganization without the support of the UCC.

Throughout July and August 2012, in addition to discussions with US Airways Group, AMR and its financial advisers approached several other airlines to gauge their interest in a strategic combination. As a result of such conversations, in addition to US Airways Group, one other airline signed a non-disclosure agreement with AMR. Following review of these two alternatives, AMR elected to enter into negotiations with US Airways Group. AMR also had discussions with potential financial investors with experience in the airline industry to gauge their interest in financially supporting an independent plan of emergence or other investment. AMR's board was periodically apprised of the status of these potential alternatives.

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On July 24, 2012, US Airways Group's board met and received an update on the potential merger, including AMR's recent announcement of its process to review strategic alternatives, and the likely terms of a non-disclosure agreement US Airways Group would be asked to enter into.

On July 27, 2012, AMR provided drafts of proposed mutual non-disclosure agreements to US Airways Group. During August 2012, AMR and US Airways Group engaged in negotiations regarding the terms of these agreements, and the US Airways Group board met on each of August 2, 2012 and August 30, 2012 to discuss the terms of the proposed mutual non-disclosure agreements and related matters.

On August 30, 2012, AMR and US Airways Group publicly announced that they had executed mutual non-disclosure agreements in order to share information and explore a potential transaction (the "NDAs"). The NDAs were thereafter amended from time to time to permit certain disclosure to additional third parties and to extend the termination date contained therein.

Throughout September and October of 2012, senior management from AMR and US Airways Group and their respective advisers engaged in substantial due diligence, both in person and telephonically, including analysis of the companies' respective internal business plans and financial forecasts, and the potential revenue and cost synergies, one-time transition costs, operational and integration risks, including labor costs, and legal structuring. The parties spent significant time and effort attempting to understand and reconcile material differences in their respective assumptions and projection methodologies for potential revenue and cost synergies, one-time transition costs, and labor costs in connection with a proposed merger. The companies and their advisers also considered the operation of the CLAs and other labor integration issues. The UCC's Advisers actively participated in these meetings, which they continued to do throughout the exploration and negotiation of a potential transaction.

On September 13, 2012, US Airways Group's board received updates from management and US Airways Group's advisers on the due diligence efforts taking place in connection with a potential merger.

On September 18-19, 2012, AMR's board met to review the status of discussions with US Airways Group and AMR's progress in its restructuring, including the development of AMR's independent emergence plan. Mr. Horton discussed the opportunities and challenges attendant to a potential merger, and advised that while he could not recommend a transaction based on the terms contained in the April 20 Indication of Interest, a merger based on more favorable economic terms, and with an arrangement that mitigated potential labor costs and risks, could create meaningful value for AMR's stakeholders.

On October 11, 2012, AMR's board convened telephonically to receive updates on the status of discussions with US Airways Group.

On October 15, 2012, US Airways Group's board received further updates on the due diligence efforts in connection with a potential merger.

On October 17, 2012, AMR's board again convened telephonically to receive updates on the status of discussions with US Airways Group.

On October 22, 2012, AMR provided a draft merger agreement to US Airways Group to serve as a basis for any merger proposal to be made by them.

On each of October 24, 2012 and November 1, 2012, the board of directors of US Airways Group met to consider the terms and conditions of a merger proposal to be made to AMR. During the course of these meetings, the advisers to US Airways Group made presentations on the terms and conditions of the proposal, including the merger agreement, the fiduciary duties of the board in connection with a potential combination transaction, a financial analysis with respect to relative valuation of AMR and US Airways Group and other matters related to

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the proposal, including the significant improvement in macro-economic factors affecting the airline industry, since the US Airways Group proposal in April 2012. At the conclusion of the November 1, 2012 meeting, the board of directors authorized management to make a proposal. While AMR had invited a proposal based on the draft merger agreement it had provided (which draft did not suggest any equity split), the determination to make a proposal and the terms thereof were formulated by US Airways Group. The proposal formulated by US Airways Group (the November Proposal) contemplated, among other things, an allocation of equity in the combined company (the Equity Split) whereby AMR's stakeholders would receive 70% of the equity of the combined company, but no senior unsecured debt as contemplated by the April 20 Indication of Interest, and US Airways Group's stockholders would own the remaining 30% of the combined company's equity. This Equity Split was subject to a number of conditions, including a limitation on AMR's secured debt at emergence and the elimination in the Chapter 11 Cases of AMR's liability for other post-employment benefits (OPEB). The November Proposal also provided that the combined company would retain the American Airlines® brand and would have its headquarters in Fort Worth, Texas. The November Proposal provided that Mr. Parker would be chairman of the board and CEO of the combined company, which would have an 11 member board, of which US Airways Group would designate 5 of the directors.

On November 2, 2012, Mr. Parker contacted Mr. Horton to present the November Proposal.

AMR's board reviewed the November Proposal later that day. Notwithstanding its conclusion that the terms of the November Proposal were still insufficient and that the attendant labor uncertainty created unacceptable risk, at Mr. Horton's urging the AMR board decided it was prudent to continue pursuing a potential transaction with US Airways Group, but to set aside any discussions about management or board composition until other aspects of a transaction were resolved.

On November 9, 2012, Mr. Horton and other senior members of AMR's management team met with the advisers to the Ad Hoc Group of AMR Corporation Creditors, consisting of substantial prepetition unsecured creditors of the Debtors (the Ad Hoc Committee) to discuss a potential merger with US Airways Group. Consistent with his recommendation to the AMR board, Mr. Horton told this group that on the right terms a merger with US Airways Group could create meaningful value for AMR's stakeholders.

On November 10, 2012, AMR's board received presentations from AMR senior management and AMR's financial advisers and legal counsel regarding the November Proposal. Mr. Horton provided AMR's board with a report on the status of discussions and negotiations between AMR and US Airways Group. AMR's board also received updates on preliminary estimates of potential revenue and cost synergies, one-time transition costs and potential labor costs. At the conclusion of this meeting, and on Mr. Horton's recommendation, AMR's board expressed its general support for a potential transaction, but instructed Mr. Horton to inform Mr. Parker that uncertainty surrounding the combined company's labor costs rendered it difficult to determine the right Equity Split, which AMR's board believed needed to be in excess of 80%, and that these matters had to be addressed if discussions were to continue.

On November 12, 2012, representatives from AMR and US Airways Group met to discuss the potential merger and related labor matters. At the conclusion of these meetings, AMR's advisers communicated that AMR believed that a merger with US Airways Group could create meaningful value and should be pursued, but that agreement needed to be reached on the Equity Split and that efforts should be made to reduce the uncertainty of labor costs for the combined company. The parties agreed to form the labor transition working group composed of representatives of AMR, US Airways Group, and the UCC's Advisers to better understand the operation of the CLAs and to provide greater certainty regarding the labor costs of a combined company. The parties also discussed extending the term of the NDAs to allow those efforts to take place.

On November 13, 2012, senior executives of US Airways Group and its advisers met with advisers to the Ad Hoc Committee and gave presentations and engaged in discussions on the strategic rationale for a merger

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with AMR, the network advantages of the proposed combination, preliminary estimates of synergies and one-time transition costs, US Airways Group's assessment of AMR's independent emergence plan, valuation metrics, the terms of the November Proposal, and other matters.

Later that day, senior executives of US Airways Group and its advisers met with the UCC. Mr. Parker and Mr. Scott Kirby, the President of US Airways Group, and certain of US Airways Group's advisers gave presentations on the strategic rationale for a merger with AMR, the network advantages of the proposed combination, preliminary estimates of synergies and one-time transition costs, US Airways Group's assessment of AMR's independent emergence plan, valuation metrics, the terms of the November Proposal, and other matters.

On November 14, 2012, Mr. Horton met with the UCC and advised that the proposed Equity Split for AMR's stakeholders was insufficient and did not reflect the relative value contribution of each company, and that labor risks, including the magnitude of potential labor costs, needed to be adequately addressed. Mr. Horton also restated his position that, on the right terms, and subject to a satisfactory mitigation of labor risks, including the magnitude of labor costs, a merger with US Airways Group could create meaningful value for AMR's stakeholders.

Later on November 14, 2012, Mr. Horton called Mr. Parker to indicate that the AMR board had expressed its general support for the transaction. He explained, however, that AMR's share of the Equity Split likely needed to be above 80%, and that the uncertainty surrounding the combined company's labor costs needed to be mitigated.

On November 15, 2012, at a regularly scheduled meeting, the US Airways Group board reviewed the status of discussions between US Airways Group and AMR, and AMR's response to the November Proposal. The board also discussed management's concerns regarding AMR's proposal to extend the NDAs beyond the then scheduled November 30 expiry. After updates by senior executives of US Airways Group and its advisers, and discussion, the board informed senior management that given AMR's views of an appropriate Equity Split as expressed in Mr. Horton's November 14, 2012 call to Mr. Parker, the board did not support amending the NDAs as proposed by AMR and the UCC's Advisers. In addition, the board instructed management to inform AMR's advisers that if the AMR board's view of an appropriate Equity Split was as communicated by Mr. Horton, then it was not productive to continue discussions.

At a meeting on November 16, 2012, Mr. Horton communicated to AMR's board the substance of the November 14, 2012 UCC meeting and his subsequent call with Mr. Parker.

Between November 16, 2012 and November 25, 2012, a series of conversations between advisers to AMR, US Airways Group and the UCC occurred, which focused primarily on AMR's views of an appropriate Equity Split and whether there was a basis upon which discussions between AMR and US Airways Group could continue.

On November 25, 2012, Mr. Horton phoned Mr. Parker and suggested that further discussions between the companies' advisers regarding the proposed Equity Split should be deferred. Mr. Horton further advised that while he believed there was likely a solution somewhere between the two parties' respective positions on the Equity Split, it was not possible for AMR to reach a final conclusion on the Equity Split without first mitigating the potential labor costs and risks attendant to a potential merger. Mr. Parker agreed that the two parties should address the labor issues and make progress on negotiating the merger agreement prior to revisiting the Equity Split.

On November 27, 2012, AMR's board received presentations and engaged in discussions on various topics, including an update on the status of the discussions and negotiations between AMR and US Airways Group and Mr. Horton's November 25, 2012 conversation with Mr. Parker. In addition, AMR's advisers explained that, dependent on AMR's share of the Equity Split and subject to satisfactory mitigation of labor costs and risks, the proposed merger could likely result in a recovery for AMR's equity holders.

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On November 28, 2012, US Airways Group's board met and received a summary of events since its last meeting. Senior management and advisers to US Airways Group described a series of conversations that had taken place since the last board meeting, including the November 25, 2012 conversation between Messrs. Horton and Parker. Following a discussion of those conversations and other matters, senior management recommended that US Airways Group amend the NDAs and undertake efforts to provide greater certainty regarding the labor costs of a combined company. The board concurred, and AMR and US Airways Group signed the NDA extensions on November 29.

On December 4, 2012, Mr. Horton met with the UCC regarding the status of the merger.

Commencing on December 4, 2012 and continuing through January 2013, the labor transition working group engaged in negotiations with the APA and the US Airline Pilots Association (USAPA) aimed at reconciling the terms of the pilot CLA and the new American CBA, and minimizing the potential labor risks and costs typically associated with airline mergers and the integration of employee work groups. As a result of those discussions, on December 29, 2012, American and US Airways announced a four-party memorandum of understanding (MOU) with APA and USAPA that includes support for the Merger.

The labor transition working group also engaged in discussions with the TWU and APFA during December 2012 and January 2013 in an effort to further mitigate potential labor risks and costs associated with a merger as to the work groups represented by those unions. Those discussions resulted in a tri-party MOU among American, US Airways and TWU, along with a related letter agreement between US Airways and APFA, both of which include support for the Merger. Separately, US Airways entered into a new CBA with the Association of Flight Attendants-CWA (the AFA) that includes support for the Merger. Additional discussions with work groups of each company are underway in the ordinary course of business or in connection with planning for integration of the unionized workforces of American and US Airways following the Merger. However, the Closing is not contingent upon reaching any agreement with any of the work groups of American or US Airways.

On December 19, 2012, AMR provided US Airways Group with an update to its internal business plan and financial forecast, which the companies used to refine their financial projections.

On December 31, 2012, the US Airways Group board met to receive an update on the potential merger, including the progress in discussions regarding labor matters. The board also discussed a potential meeting with members of the Ad Hoc Committee and the expected changes to the negotiation process assuming that the Ad Hoc Committee became directly involved in the process.

On January 8, 2013, Mr. Horton met with certain members of the Ad Hoc Committee to discuss AMR's restructuring and a summary of its review of a potential merger with US Airways Group. Mr. Horton explained AMR's process, and advised that he continued to believe that a merger with US Airways Group could create significant value for AMR's stakeholders.

On January 9, 2013, AMR's board received further updates on the status of discussions regarding the proposed merger with US Airways Group, including an updated comparison of the value proposition for AMR's stakeholders of an independent emergence plan versus the proposed merger, and a review of the material terms of the draft merger agreement.

On January 10, 2013, representatives of US Airways Group's senior management and its financial advisers made a presentation to certain members of the Ad Hoc Committee, which included the strategic rationale for a merger with AMR, preliminary estimates of revenue and cost synergies, one-time transition costs, labor integration plans, and the terms of the November Proposal.

On January 15, 2013, Mr. Horton and AMR's financial advisers made another presentation to certain members of the Ad Hoc Committee regarding the economic terms of the proposed transaction. The assembled

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group expressed their support for a merger with US Airways Group, indicating that they did not want disagreement over US Airways Group's proposed 70/30 Equity Split to impede reaching agreement on a transaction but that they supported Mr. Horton's efforts to improve the economics for AMR and its stakeholders.

Also on January 15, 2013, Mr. Parker and counsel to the UCC regarding the Chapter 11 Cases, Skadden, Arps, Slate, Meagher & Flom LLP (the UCC's Legal Adviser), engaged in discussions regarding the terms of the merger, including the merger consideration and governance arrangements.

On January 16, 2013, Mr. Horton communicated the substance of his January 15 meeting with the Ad Hoc Committee to the AMR board, where he again indicated his belief that a merger with US Airways Group would be beneficial to AMR's stakeholders at the appropriate Equity Split.

On January 17, 2013, at a regularly scheduled meeting, the US Airways Group board received an update on the potential merger. US Airways Group senior management reviewed the status of discussions, potential financing alternatives with respect to US Airways Group's existing debt, the development of retention plans for non-union employees who did not have existing change of control agreements, and considerations for a communications plan to be implemented upon announcement of a merger with AMR. Also at this meeting, advisers to US Airways Group provided a financial analysis of elements of a potential transaction, a summary on antitrust and regulatory considerations, a review of the merger agreement and the status of negotiations, an outline of the likely Chapter 11 process if a transaction were to be entered into, a review of the due diligence process with respect to AMR, and a discussion of a potential shareholder rights plan designed to protect the net operating loss position for federal income tax purposes of the combined company in the event of a transaction.

On January 23, 2013 Mr. Horton and AMR's financial advisers again met with a group of Ad Hoc Creditors to review the proposed terms of the merger.

On January 24, 2013, Mr. Horton and Mr. Parker again met. Mr. Horton and Mr. Parker discussed the proposed Equity Split and governance arrangements for a combined company. At this meeting, Mr. Parker reiterated the key terms of the November Proposal, including a 70/30 Equity Split. Mr. Horton again expressed AMR's view that this proposed Equity Split was insufficient. Mr. Horton also informed Mr. Parker that, assuming a transaction, while he would support Mr. Parker as CEO of the combined company, the AMR board believed that the continued involvement of senior AMR executives and managers, including Mr. Horton as chairman of the combined company's board, was important.

Mr. Horton and Mr. Parker also discussed the synergies and one-time transition costs that were likely to result from a transaction and concluded that it was reasonable to expect the proposed merger would generate more than \$1 billion in annual net synergies by 2015, and that a combined company would likely incur approximately \$1.2 billion in one-time transition costs.

On January 25, 2013, the US Airways Group board met to receive an update on the status of discussions. In the course of this meeting senior management and the advisers to US Airways Group provided an overview of the status of the negotiations, including Mr. Parker's January 24 meeting with Mr. Horton. Following the overview, the board discussed the status of negotiations and provided guidance to senior management as to future negotiations.

On January 27, 2013, by arrangement of Mr. Horton, Mr. Armando Codina, AMR's lead independent director, and Mr. Parker met to discuss the potential merger. Mr. Codina repeated the AMR board's belief that consolidation could benefit AMR and US Airways Group, subject to the resolution of three matters. First, Mr. Codina informed Mr. Parker that US Airways Group would need to improve upon the 70/30 Equity Split in order to receive the support of the AMR board for the merger. Second, Mr. Codina advised that it was of paramount importance to AMR's board that the AMR's existing equity receive a recovery in the Chapter 11 Cases. Mr. Codina acknowledged that AMR would need to resolve this matter with its creditors, but noted that an

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improved Equity Split would facilitate that resolution. Finally, Mr. Codina explained that the combined company needed a management structure that maximized the likelihood of full realization of the Expected Synergies and a board composition that more closely reflected the relative ownerships of AMR's stakeholders and US Airways Group's stockholders.

On January 28, 2013, Mr. Horton and Mr. Parker had discussions on the merger's proposed Equity Split and governance arrangements. At the end of those discussions, Mr. Parker informed Mr. Horton that US Airways Group was prepared to increase the Equity Split to 72/28, subject to all the other terms of the November Proposal, including that AMR's OPEB liability would be extinguished as part of the Chapter 11 Cases, and that US Airways Group was prepared to consider board composition of the combined company that more closely reflected the relative ownership of AMR's stakeholders and US Airways Group's stockholders. The parties ultimately agreed that directors on the board of the combined company be allocated so that AMR would designate three members (including Mr. Horton), the UCC would designate five members, and US Airways Group would designate four members (including Mr. Parker).

AMR's board also met on January 28, 2013 to review the status of the discussions and negotiations, including Mr. Horton's and Mr. Codina's meetings with Mr. Parker, the new proposed Equity Split and potential governance arrangements.

On January 29 and 30, 2013, AMR and US Airways Group, along with their respective financial advisers and legal counsel, together with UCC's Advisers, met to further discuss and negotiate the merger agreement and conduct due diligence on AMR's OPEB liability and its treatment in the Chapter 11 Cases. Thereafter, and through February 13, 2013, legal counsel for AMR and US Airways Group continued to exchange drafts of the merger agreement and engage in periodic telephonic discussions and negotiations.

On January 31, 2013, Mr. Parker and the UCC's Legal Adviser discussed the proposed governance structure of the combined company, and these parties then met in person on February 5, 2013 to continue these discussions.

On February 4, 2013, Mr. Parker called Mr. Codina and discussed the economic and governance terms of the potential merger. Mr. Parker informed Mr. Codina that US Airways Group was prepared to eliminate the requirement that AMR's OPEB liabilities be extinguished as part of the Chapter 11 Cases, subject to reaching agreement on the Equity Split. Mr. Codina responded that under these circumstances, and while he was not speaking for AMR or the AMR board, he was prepared to support the merger if the Equity Split remained at 72/28. Mr. Parker and Mr. Codina also discussed Mr. Horton being chairman of the board of the combined company for limited period of time following the closing of the merger.

On February 5, 2013, Mr. Parker called Mr. Horton to communicate the terms upon which US Airways Group was prepared to proceed with the transaction, and advised that US Airways Group's January 28, 2013 proposed 72/28 Equity Split would no longer be subject to AMR's elimination of the OPEB liabilities in Chapter 11. Later that day, Mr. Parker emailed Mr. Horton to confirm these proposed economics. Mr. Parker also proposed that Mr. Horton be chairman of the board of the combined company, and that he serve in such role until the first annual meeting, at which point Mr. Parker would be elected chairman and continue as CEO.

Mr. Horton responded to Mr. Parker's February 5 communications in an email sent on February 6, 2013. Mr. Horton explained that AMR had moved from its initial proposed 80/20 Equity Split to a 75/25 Equity Split, but nevertheless he would convey Mr. Parker's new proposal to AMR's board. With respect to governance, Mr. Horton expressed his general agreement with Mr. Parker's proposal but reiterated that AMR board's primary concern was a governance structure that was most likely to ensure a successful integration and a full realization of the Expected Synergies. Mr. Horton reminded Mr. Parker that AMR's board still wanted assurance that the combined company's management would be drawn from the best of the best of each company, and that he and Mr. Parker would be jointly involved in selecting senior executives for the combined company.

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On February 7, 2013, Mr. Parker responded to Mr. Horton's February 6 email, informing Mr. Horton that he would consult with him in the selection of the management team for the combined company.

On February 11, 2013, Mr. Horton together with members of the AMR management team, and Messrs. Parker and Kirby, met with the UCC as part of the UCC's deliberation of the potential transaction, which the UCC voted to support on February 13.

On February 12, 2013, Mr. Horton and Mr. Parker met to finalize the proposed governance arrangements, and agreed that Mr. Parker would serve as CEO of the combined company and would select the management team of the combined company, consulting with Mr. Horton, and Mr. Horton would serve as chairman until the earlier of (i) one year from the closing of the Merger and (ii) the combined company's first annual meeting, at which time Mr. Parker would become chairman.

On the afternoon of February 13, 2013, AMR's management, financial advisers and legal counsel made presentations to AMR's board regarding the Merger, including that AMR's stakeholders would be entitled to 72% of the diluted equity of the combined company and thus receive the benefit of 72% of the Expected Synergies.

At this meeting, after Mr. Horton recommended that the AMR board support the Merger, Mr. Parker was asked to address AMR's board. Mr. Parker expressed his excitement and enthusiasm for the Merger, praised AMR's brand, heritage and people, and affirmed his belief that consolidation would position the combined company to compete effectively with United and Delta. In response to questions, Mr. Parker also briefly reviewed his preliminary views on integration of AMR and US Airways Group, including his intention to select a management team for the combined company from the best of the best personnel from each of AMR and US Airways Group. Mr. Parker acknowledged that he and Mr. Horton would collaborate on this process.

After Mr. Parker departed the meeting, AMR's board discussed extensively Mr. Parker's presentation and the proposed transaction. AMR's board then voted unanimously to approve the Merger Agreement.

Later that afternoon, the US Airways Group board met to consider the Merger. The board received an update from senior management and US Airways Group's financial and legal advisers regarding the status of the potential merger. US Airways Group's legal advisers also reviewed with the directors their fiduciary duties in connection with approving the proposed transaction, and reviewed the terms of the Merger Agreement and a shareholder rights plan contemplated by the Merger Agreement. In addition, senior management reviewed with the board the communications plans for investors, employees, regulators, government officials, and key commercial partners, and the terms of certain retention plans to be adopted by the board covering non-union employees who did not have existing change of control agreements. At the meeting, Barclays, US Airways Group's financial adviser, presented its financial analyses and rendered its oral opinion to the US Airways Group's board to the effect that, as of February 13, 2013, and based upon, and subject to the qualifications, limitations and assumptions stated in its opinion, from a financial point of view, the consideration to be received by the stockholders of US Airways Group in the Merger was fair to the stockholders of US Airways Group. At the meeting, Barclays also delivered its written opinion, dated February 13, 2013, which stated the same. See the section entitled "The Merger Opinion of US Airways Group's Financial Adviser" beginning on page 90. Following the presentation from US Airways Group's financial advisers, and after discussion and consultation with its financial advisers and counsel, the US Airways Group board determined that the Merger Agreement and the transactions contemplated thereby, including the Merger, were advisable and in the best interests of, US Airways Group and its stockholders, approved and adopted the Merger Agreement, and recommended that the US Airways Group stockholders vote to adopt the Merger Agreement. In addition, the board approved certain employee retention plans and other matters related to the transaction.

Later that evening, AMR and US Airways Group entered into the Merger Agreement and AMR entered into the Support and Settlement Agreement with certain members of the Ad Hoc Committee holding, in the aggregate, approximately \$1.2 billion in unsecured claims. The execution of the Support and Settlement

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Agreement (including the finalization of a Plan term sheet, of which the Merger constitutes a principal component) followed a period of negotiations that occurred simultaneously with that of the Merger Agreement and, among other things, resulted in the allocation of at least 3.5% of the combined company's diluted equity ownership to AMR's existing equity holders. Pursuant to the Support and Settlement Agreement, which is more fully discussed in the section entitled "The Plan of Reorganization - The Support and Settlement Agreement" beginning on page 150, the members of the Ad Hoc Committee party thereto agreed (among other things), subject to the approval of the disclosure statement by the Bankruptcy Court, to support and vote in favor of a plan of reorganization conforming to the terms of the term sheet attached thereto.

AMR and US Airways Group announced the execution of the Merger Agreement prior to the opening of trading on the NYSE on February 14, 2013. Mr. Horton and Mr. Parker held a press conference at the Dallas-Fort Worth International Airport (DFW) that morning and then met with employees of AMR. Later that day, Mr. Parker held a meeting with US Airways' employees in Phoenix.

On February 22, 2013, the Debtors filed a motion in the Bankruptcy Court seeking approval of the Merger Agreement.

On May 10, 2013, the Bankruptcy Court entered the Merger Support Order. In accordance with the Merger Agreement, upon entry of the Merger Support Order and execution of the Amendment, the Merger Agreement became effective and binding on, and enforceable against, each of the parties thereto retroactive to February 13, 2013.

Recommendation of US Airways Group's Board of Directors with Respect to the Merger Agreement and Its Reasons for the Merger

In reaching its decision to approve the Merger Agreement and recommend its adoption by US Airways Group stockholders, the US Airways Group board of directors consulted with US Airways Group's management as well as US Airways Group's financial and legal advisers, and also considered a variety of factors that the US Airways Group board of directors viewed as supporting its decision, including, without limitation, the following:

the opportunity for US Airways Group stockholders to participate in the benefits that are expected to result from the Merger, including the expectation that AAG will be a stronger airline than either American or US Airways individually, will have the scale, breadth, and capabilities to compete more effectively and profitably in the global marketplace, will have the financial strength to invest in improved technology products and services and to be better able to respond to the competitive challenges and cyclical business conditions of the airline industry;

the opportunity created by combining the profitable US Airways business with the benefits achieved in AMR's restructuring and the potential cost and revenue synergies expected to be generated by combining AMR and US Airways Group. Management of US Airways Group and AMR believe that the combination of the two airlines will achieve more than \$1 billion in annual net synergies in 2015, including (i) cost synergies of approximately \$150 million (after taking into account the improved compensation arrangements negotiated with employees of AAG), which US Airways Group and AMR expect to realize principally by reducing management and administrative overhead, consolidating information technology systems, and combining facilities, and (ii) revenue synergies of approximately \$900 million, which US Airways Group and AMR expect to realize principally from providing significantly enhanced connectivity throughout the world to permit customers, particularly corporate clients, to use AAG for more of their travel needs and from optimizing the scheduling of the combined fleet to better match aircraft size with consumer demand;

the expectation that the Merger will address some of the competitive impacts resulting from the numerous mergers and acquisitions within the U.S. and international airline industries, including the merger of United Airlines with Continental Airlines, the merger of Delta Air Lines with Northwest Airlines, and the merger of Southwest Airlines and AirTran Airways, which have resulted in the formation of large competitors with significant financial resources and extensive networks;

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an assessment of alternatives to the Merger, (principally consisting of stand-alone development opportunities), and the expectation that the Merger will create a more competitive and financially successful airline than US Airways Group would be able to create on a standalone basis, primarily because the combined company would be one of the world's largest airlines with a significantly expanded global network;

management's assessment that the proposed business combination between US Airways Group and AMR presented attributes necessary for a successful airline merger, including strategic fit, limited overlap of route networks, acceptable execution risk, and financial benefits to US Airways Group's stockholders;

the anticipated market capitalization, liquidity, and capital structure of AAG and the fact that the aggregate number of shares of AAG common stock issuable to holders of US Airways Group equity instruments (including stockholders, holders of convertible notes, optionees, and holders of restricted stock units) in the Merger will represent 28% of the diluted equity ownership of AAG;

the fact that the Merger will provide AAG employees with improved job security, better opportunities for advancement, better pay and a path to compensation and benefits comparable to those enjoyed by their counterparts at Delta and United;

the fact that the Merger has the support of US Airways Group's and AMR's employees and labor groups, providing for mitigation against future labor uncertainty, including that:

- i American's pilot, flight attendant, and ground employee unions and US Airways' pilot union have agreed to terms for collective bargaining agreements that will address financial and operational issues, effective upon the closing of the Merger;
- i the union representing US Airways' flight attendants has reached a tentative agreement that includes support for the Merger; and
- i the American unions representing pilots and flight attendants are working with their US Airways counterparts to determine representation and single agreement protocols;

the fact that Mr. Parker, the current chairman and chief executive officer of US Airways Group, will serve as chief executive officer and a member of the board of directors of AAG and will become chairman of the board of directors of AAG, and the fact that AAG will benefit from an experienced, highly motivated combined management team;

the corporate governance arrangements established for AAG, including the board composition, manner for designation of officer positions and AAG Certificate of Incorporation and AAG Bylaws;

historical information concerning US Airways Group's and AMR's respective businesses, financial performance and condition, operations, management, competitive positions, and stock performance, which comparisons generally informed the US Airways Group board of directors' determination as to the relative values of US Airways Group and AMR and AAG;

the AMR Forecasts and the US Airways Group Forecasts;

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the results of US Airways Group's due diligence review of AMR's businesses and operations;

the financial analyses presented by Barclays, US Airways Group's financial adviser, to the US Airways Group board of directors and the opinion of Barclays rendered to the US Airways Group board of directors on February 13, 2013, that, as of such date and based upon and subject to the qualifications, limitations, and assumptions stated in its opinion, from a financial point of view, the consideration to be received by the stockholders of US Airways Group in the Merger is fair to the stockholders of US Airways Group, each as further described in detail below under the section entitled "The Merger - Opinion of US Airways Group's Financial Adviser" beginning on page 90;

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the terms and conditions of the Merger Agreement, which the US Airways Group board of directors reviewed with its legal and financial advisers, including:

- i US Airways Group's ability to engage in negotiations with third parties regarding potential alternative acquisition proposals under certain circumstances;
- i the treatment of the exchange of US Airways Group common stock for AAG common stock as a reorganization for federal income tax purposes; and
- i the nature of the closing conditions included in the Merger Agreement, as well as the likelihood of completion of the Merger in the third quarter of 2013; and

the belief that regulatory approvals and clearances necessary to complete the Merger are likely to be obtained without any material cost or burden to AAG.

US Airways Group's board of directors also considered the potential adverse impact of other factors weighing against its decision to approve the Merger Agreement and recommend its adoption by US Airways Group stockholders, including, without limitation, the following:

the risk that AAG will not be able to successfully combine AMR's business with that of US Airways Group in a manner that permits AAG to achieve the synergies and other benefits anticipated to result from the Merger;

the challenge of integrating complex systems, operating procedures, regulatory compliance programs, technology, aircraft fleets, networks, and other assets of AMR and US Airways Group in a manner that minimizes any adverse impact on customers, suppliers, employees, and other constituencies;

diversion of the attention of AAG's management and other key employees by the integration process;

the potential disruption of, or the loss of momentum in, AAG's ongoing business as part of the integration process;

the substantial charges to be incurred in connection with the Merger, including the costs of integrating the businesses of US Airways Group and AMR, and the transaction related expenses arising from the Merger and the Chapter 11 Cases;

the challenge of integrating the workforces of AMR and US Airways Group while maintaining focus on providing consistent, high quality customer service and running an efficient operation;

the risk that despite US Airways Group's and AMR's efforts and the efforts of AAG after the Merger, US Airways Group, AMR, and AAG may not be able to retain key personnel;

the fact that designees from the US Airways Group board of directors (including Mr. Parker) will represent only one third of the members of AAG's initial board of directors;

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the fact that US Airways has significant debt that will mature in the near future and that AMR may incur substantial additional indebtedness in order to fund its emergence from the Chapter 11 Cases in connection with the Merger, the potential availability of any related refinancings and debt incurrence, and the potential impact of any related refinancings and debt incurrence on AAG's liquidity;

the fact that AAG will have significant obligations for pension benefits and other post-employment benefits when compared to US Airways Group;

potential unknown liabilities, liabilities that are significantly larger than AMR and US Airways Group currently anticipate, and unforeseen increased expenses or delays associated with the Merger, including transition costs to integrate the two businesses that may exceed the approximately \$1.2 billion of cash transition costs that AMR and US Airways Group currently anticipate;

the restrictions on the conduct of US Airways Group's business during the period between the signing of the Merger Agreement and the completion of the Merger;

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the risk that the terms of the Merger Agreement, including provisions relating to the payment of a termination fee under specified circumstances, and the restrictions on the ability of US Airways Group to solicit, pursue, or engage in any negotiations with third parties regarding potential alternative acquisition proposals, could have the effect of discouraging other parties that would otherwise be interested in a transaction with US Airways Group from proposing such a transaction;

the fact that litigation may occur in connection with the Merger and that such litigation could prevent the Merger or increase costs related to the Merger;

the possibility that the Merger might not be completed, or that completion might be unduly delayed, for reasons beyond US Airways Group's control;

the possibility that AMR's stakeholders, the Bankruptcy Court, or US Airways Group's stockholders might not approve the Merger;

the risk that governmental entities may not approve or permit the Merger or may require US Airways Group and/or AMR to divest properties or routes in order to gain approval for the Merger;

the other risks described above in the section entitled "Risk Factors" beginning on page 41; and

the interests that certain executive officers and directors of US Airways Group may have with respect to the Merger, as described in the section entitled "The Merger: Interests of US Airways Group's Directors and Executive Officers in the Merger" beginning on page 107, which the US Airways Group board of directors was aware of in connection with its evaluation of the proposed transaction.

This discussion of the information and factors considered by the US Airways Group board of directors in approving the Merger and recommending the adoption of the Merger Agreement includes the material factors considered by the US Airways Group board of directors, but it is not intended to be exhaustive and does not include all of the factors considered by the US Airways Group board of directors. In view of the wide variety of factors considered by the US Airways Group board of directors in connection with its evaluation of the Merger and the Merger Agreement and the complexity of these matters, the US Airways Group board of directors did not find it useful, and did not attempt, to quantify, rank, or otherwise assign relative weights to these factors. Rather, the US Airways Group board of directors viewed its determination to approve the Merger Agreement and recommend the adoption of the Merger Agreement by the US Airways Group stockholders as being based on an overall analysis and on the totality of the information presented to, and factors considered by, the US Airways Group board of directors, including the directors' knowledge of US Airways Group's business, financial condition, and prospects. In addition, in considering the factors described above, individual members of the US Airways Group board of directors may have given different weight to different factors and may have applied different analyses to each of the material factors considered.

After considering the information and factors described above, the members of the US Airways Group board of directors unanimously determined that the Merger Agreement and the Merger are advisable and in the best interests of US Airways Group and its stockholders, unanimously approved the Merger Agreement and the Merger, and unanimously recommended that US Airways Group stockholders vote **FOR** adoption of the Merger Agreement.

The foregoing information presented in this section is forward-looking in nature and should be read in light of the factors discussed in the sections entitled "Risk Factors" beginning on page 41 and "Cautionary Statement Concerning Forward-Looking Statements" beginning on page 63.

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AMR's Board of Directors' Reasons for the Merger

After due consideration and consultation with AMR's management and legal and financial advisers, AMR's board of directors determined that the Merger Agreement and the transactions contemplated thereby were advisable and in the best interests of AMR and its stakeholders, and unanimously approved the Merger Agreement. In doing so, AMR's board of directors considered a number of factors including, but not limited to, the following:

the fact that the stakeholders of AMR will have the right to receive 72% of AAG diluted equity ownership as a result of the Merger and the consummation of the Plan;

the fact that the increased value expected to be created by the Merger would enable the filing of a proposed plan of reorganization by the Debtors providing the potential for a full recovery by creditors of the Debtors and a distribution to holders of AMR equity interests of 3.5% of the aggregate diluted common stock of AAG, with the potential for such equity interest holders to receive additional shares of common stock of AAG;

the fact that the transaction is expected to generate more than \$1 billion in net cost and revenue synergies in 2015;

the fact that the UCC and the Ad Hoc Creditors Committee preferred a plan of reorganization that provided for a business combination with US Airways Group, therefore improving the likelihood of plan confirmation;

the fact that AMR stakeholders (including current holders of AMR equity interests), as stockholders of AAG, will have the opportunity to participate in the benefits that are expected to result from the Merger, including the expected enhanced competitive and financial position, effects of the Expected Synergies, increased size and scale, and greater diversity of geographic scope of AAG;

the nature of the closing conditions included in the Merger Agreement, as well as the likelihood of satisfaction of all conditions to the completion of the Merger;

AMR's right to engage in negotiations with, and provide information to, a third party that makes an unsolicited written acquisition proposal, if AMR's board of directors determines in good faith, after consultation with outside legal counsel, that a failure to engage in negotiations is reasonably likely to be inconsistent with its fiduciary duties to the stakeholders of the Debtors;

the fact that potential future labor uncertainty would be mitigated in connection with the Merger, in that it has support from both airlines' labor groups, including the fact that (i) American's pilot, flight attendant, and ground employee unions and US Airways' pilot union have agreed to terms for collective bargaining agreements that will address financial and operational issues, effective upon the closing of the Merger, (ii) the union representing US Airways' flight attendants has reached a tentative agreement that includes support for the Merger, and (iii) the American unions representing pilots and flight attendants are working with their US Airways counterparts to determine representation and single agreement protocols;

the belief that regulatory approvals and clearances necessary to complete the Merger will likely be obtained on a timely basis without any material cost or burden to AAG;

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the belief that, after careful consideration of potential alternatives to the Merger (including the alternative of continuing in business and emerging from Chapter 11 as an independent company and discussions with other potential counterparties), the Merger with US Airways Group is expected to yield greater benefits to AMR's stakeholders;

the fact that the expected operational and financial strength of AAG should enable continued investment in new products and technologies and new opportunities for its employees;

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the fact that AAG's broader network coverage and improved service offerings, relative to the standalone American and US Airways networks, would (i) make it more competitive with other global network carriers including United Airlines and Delta Air Lines and (ii) improve the competitive position of the oneworld® alliance (specifically, with the withdrawal of US Airways from Star Alliance and entry of US Airways into oneworld®, the US-to-World, World-to-US, and US-to-US ASM share of oneworld® is expected to increase from approximately 26% to approximately 34% with the share of Star Alliance falling from approximately 45% to approximately 36% and SkyTeam remaining at approximately 30%, based on January 2013 data);

the fact that AAG will benefit from an experienced, highly motivated combined management team selected from skilled executives at both AMR and US Airways Group;

the fact that AAG will maintain the iconic American Airlines® brand, one of the most recognized brands in the world;

the fact that the headquarters of AAG will be located at AMR's current headquarters in Dallas/Fort Worth; and

the expectation that all of the foregoing factors will allow AAG to better respond to the economic and competitive challenges of the airline industry.

The AMR board of directors weighed the foregoing against a number of potentially negative factors, including but not limited to, the following:

the restrictions on the conduct of AMR's business during the period between execution of the Merger Agreement and the Closing;

the fact that (other than identifying Mr. Parker as the chief executive officer of AAG) management of AAG had not been identified at the time that the Merger Agreement was signed;

the risk of not capturing all of the anticipated operational synergies and cost savings expected from the Merger, and the risk that other anticipated benefits may not be realized, or will not be realized within the expected time periods;

the potential effect of the Merger on AMR's overall business, including its relationships with customers, employees, suppliers, and regulators;

the challenges inherent in combining the businesses, operations, and workforces of two major airlines, including the potential for (i) unforeseen difficulties in integrating operations and systems, (ii) distraction of management attention for an extended period of time, and (iii) difficulties in assimilating employees;

the estimated one-time transition costs of approximately \$1.2 billion to integrate the businesses of AMR and US Airways Group;

the risk that governmental entities may oppose or refuse to approve the Merger or impose conditions on approval of the Merger that may adversely impact the ability of AAG to realize synergies that are projected to occur in connection with the Merger;

the risk that, despite the combined efforts of AMR and US Airways Group prior to the Closing, AAG may lose key personnel;

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the fact that litigation could occur in connection with the Merger, resulting in increased costs related to the Merger;

the likelihood that pursuing the Merger would extend the period of time required for the Debtors to emerge from Chapter 11;

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the risk that the terms of the Merger Agreement, including provisions relating to the payment of a termination fee under specified circumstances, could have the effect of discouraging other parties that would otherwise be interested in a transaction with AMR from proposing such a transaction, thereby delaying or preventing AMR from undertaking certain business opportunities that might arise pending completion of the Merger; and

other risks of the type and nature described under the heading "Risk Factors" beginning on page 41.

This discussion of the information and factors considered by AMR's board of directors in reaching its determination to approve the Merger Agreement includes all of the material factors supporting the Merger considered by AMR's board of directors, but is not intended to be exhaustive. In view of the wide variety of factors considered by AMR's board of directors in evaluating the Merger Agreement and the transactions contemplated thereby, and the complexity of these matters, AMR's board of directors did not find it practicable to, and did not attempt to, quantify, rank, or otherwise assign relative weight to those factors. The AMR board of directors viewed its determinations as being based upon the judgment of its members, in light of the totality of information presented and considered, including the knowledge of such directors of AMR's business, financial condition, and prospects. In addition, different members of AMR's board of directors may have given different weight to different factors and may have applied different analyses to each of the material factors considered.

The foregoing information presented in this section is forward-looking in nature and should be read in light of the factors discussed in the sections entitled "Risk Factors" beginning on page 41 and "Cautionary Statement Concerning Forward-Looking Statements" beginning on page 63.

Opinion of US Airways Group's Financial Adviser

Pursuant to an engagement letter, dated February 2, 2012, US Airways Group engaged Barclays to act as its financial adviser in connection with the Merger.

On February 13, 2013, Barclays rendered its opinion to US Airways Group's board of directors that, as of such date and based upon and subject to the qualifications, limitations, and assumptions stated in its opinion, from a financial point of view, the consideration to be received by the stockholders of US Airways Group in the Merger is fair to the stockholders of US Airways Group.

The full text of Barclays' written opinion, dated as of February 13, 2013, is attached as Annex E to this proxy statement/prospectus. Barclays' written opinion sets forth, among other things, the assumptions made, procedures followed, factors considered, and limitations upon the review undertaken by Barclays in rendering its opinion. You are encouraged to read the opinion carefully in its entirety. The following is a summary of Barclays' opinion and the methodology that Barclays used to render its opinion. This summary is qualified in its entirety by reference to the full text of the opinion.

Barclays' opinion, the issuance of which was approved by Barclays' fairness opinion committee, is addressed to the board of directors of US Airways Group, addresses only the fairness, from a financial point of view, of the consideration to be offered to the stockholders of US Airways Group, and does not constitute a recommendation to any stockholder of US Airways Group as to how such stockholder should vote with respect to the proposed transaction or any other matter. The terms of the proposed transaction were determined through arm's-length negotiations between US Airways Group and AMR and were unanimously approved by US Airways Group's board of directors. Barclays did not recommend any specific form of consideration to US Airways Group or that any specific form of consideration constituted the only appropriate consideration for the proposed transaction. Barclays was not requested to address, and its opinion does not in any manner address, US Airways Group's underlying business decision to proceed with or effect the proposed transaction. In addition, Barclays expressed no opinion on, and its opinion does not in any manner address, the fairness of the amount or the nature of any compensation to any officers, directors, or employees of any parties to the proposed transaction,

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or any class of such persons, relative to the consideration paid in the proposed transaction. No limitations were imposed by US Airways Group's board of directors upon Barclays with respect to the investigations made or procedures followed by it in rendering its opinion.

In arriving at its opinion, Barclays reviewed and analyzed, among other things:

the Merger Agreement and the specific terms of the proposed transaction;

publicly available information concerning US Airways Group and AMR that Barclays believed to be relevant to its analysis, including the Annual Reports on Form 10-K for each of US Airways Group and AMR for the fiscal year ended December 31, 2011, and the Quarterly Reports on Form 10-Q for each of US Airways Group and AMR for the fiscal quarters ended March 31, June 30 and September 30, 2012;

financial and operating information with respect to the business, operations, and prospects of US Airways Group furnished to Barclays by US Airways Group, including the US Airways Group Forecasts;

financial and operating information with respect to the business, operations, and prospects of AMR furnished to Barclays by US Airways Group, including the AMR Forecasts;

the three-year trading history of US Airways Group common stock and a comparison of the two-year trading history of US Airways Group common stock with the historical average trading prices of certain peer companies that Barclays deemed relevant;

a comparison of trading multiples of the US Airways Group common stock with the historical average trading multiples of certain peer companies that Barclays deemed relevant over a two-year period;

certain research analysts' price targets for US Airways Group;

the relative contributions of US Airways Group and AMR to the forecasted future financial performance of AAG and its subsidiaries on a pro forma basis;

the Expected Synergies, and a comparison of such Expected Synergies with synergies disclosed in precedent merger transactions in the airline industry;

the pro forma impact of the proposed transaction on the forecasted future financial performance of AAG and its subsidiaries, including cost and network synergies and transition costs expected by the management of each of US Airways Group and AMR to result from a combination of the businesses;

certain analyses related to pension liabilities of AMR prepared by US Airways Group's actuary, as approved for Barclays' use by US Airways Group, and the underlying data for which was provided by AMR;

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publicly-available financial and operating information with respect to the business, operations, and prospects of certain industry trading comparables; and

such other studies, analyses, and investigations as Barclays deemed appropriate.

In addition, Barclays had discussions with the management of each of US Airways Group and AMR concerning their respective businesses, operations, assets, liabilities, financial conditions, and prospects and the strategic rationale for, and the potential benefits of, the proposed transaction. In arriving at its opinion, Barclays analyzed the forecasted future financial performance of AAG by reviewing the US Airways Group Forecasts, the AMR Forecasts, and the Expected Synergies.

In arriving at its opinion, Barclays assumed and relied upon the accuracy and completeness of the financial and other information used by Barclays without any independent verification of such information (and did not assume responsibility or liability for any independent verification of such information) and further relied upon the assurances of the management of US Airways Group that they were not aware of any facts or circumstances

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that would make such information materially inaccurate or misleading. With respect to the US Airways Group Forecasts, upon the advice of US Airways Group, Barclays assumed that such US Airways Group Forecasts were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of US Airways Group as to the future financial performance of US Airways Group. With respect to the AMR Forecasts, upon the advice of US Airways Group, Barclays assumed that such AMR Forecasts were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of AMR as to the future financial performance of AMR. However, for purposes of its analysis, Barclays also considered the potential impact of certain post-employment benefit liabilities of AMR not accounted for in the AMR Forecasts, which resulted in certain adjustments to the AMR Forecasts. Barclays discussed these adjustments to the AMR Forecasts and the valuation of AMR with the management of US Airways Group, and the management of US Airways Group agreed with Barclays' methodology. Barclays relied upon such adjustments in arriving at its opinion. Furthermore, upon the advice of US Airways Group, Barclays assumed that the amounts and timing of the Expected Synergies are reasonable and that the Expected Synergies will be realized in accordance with such estimates. Barclays assumed no responsibility for and expressed no view as to any such projections or estimates or the assumptions on which they were based. In arriving at its opinion, Barclays did not conduct a physical inspection of the properties and facilities of US Airways Group or AMR and did not make or obtain any evaluations or appraisals of the assets or liabilities of US Airways Group or AMR. Barclays' opinion was necessarily based upon market, economic, and other conditions as they existed on, and could be evaluated as of, February 13, 2013. Barclays assumed no responsibility for updating or revising its opinion based on events or circumstances that may have occurred after February 13, 2013. Barclays expressed no opinion as to the prices at which shares of US Airways Group common stock or AMR common stock would trade following the announcement of the proposed transaction or shares of AAG's common stock would trade following the consummation of the proposed transaction. Its opinion should not be viewed as providing any assurance that the market value of the shares of AAG's common stock to be held by the stockholders of US Airways Group after the consummation of the proposed transaction will be in excess of the market value of the US Airways Group common stock owned by such stockholders at any time prior to the announcement or consummation of the proposed transaction.

Barclays assumed the accuracy of the representations and warranties contained in the Merger Agreement and all agreements related thereto. Barclays also assumed, upon the advice of US Airways Group, that all material governmental, regulatory, and third-party approvals, consents, and releases for the proposed transaction will be obtained within the constraints contemplated by the Merger Agreement and that the proposed transaction will be consummated in accordance with the terms of the Merger Agreement without waiver, modification, or amendment of any material term, condition, or agreement thereof. Barclays also assumed, with the consent of US Airways Group, that the proposed transaction will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code. Barclays did not express any opinion as to any tax or other consequences that might result from the proposed transaction, nor did Barclays' opinion address any legal, tax, regulatory, bankruptcy, or accounting matters, as to which US Airways Group obtained such advice as it deemed necessary from qualified professionals.

In connection with rendering its opinion, Barclays performed certain financial, comparative, and other analyses as summarized below. In arriving at its opinion, Barclays did not ascribe a specific range of values to the shares of US Airways Group common stock but rather made its determination as to fairness, from a financial point of view, to the US Airways Group's stockholders of the consideration to be offered to such stockholders in the proposed transaction on the basis of various financial and comparative analyses. The preparation of a fairness opinion is a complex process and involves various determinations as to the most appropriate and relevant methods of financial and comparative analyses and the application of those methods to the particular circumstances. Therefore, a fairness opinion is not readily susceptible to summary description.

In arriving at its opinion, Barclays did not attribute any particular weight to any single analysis or factor considered by it but rather made qualitative judgments as to the significance and relevance of each analysis and factor relative to all other analyses and factors performed and considered by it and in the context of the

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circumstances of the particular transaction. Accordingly, Barclays believes that its analyses must be considered as a whole, as considering any portion of such analyses and factors, without considering all analyses and factors as a whole, could create a misleading or incomplete view of the process underlying its opinion.

The following is a summary of the material financial analyses used by Barclays in preparing its opinion to the board of directors of US Airways Group. Certain financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by Barclays, the tables must be read together with the text of each summary, as the tables alone do not constitute a complete description of the financial analyses. In performing its analyses, Barclays made numerous assumptions with respect to industry performance, general business and economic conditions, and other matters, many of which are beyond the control of US Airways Group or any other parties to the proposed transaction. None of US Airways Group, AMR, AMR Merger Sub, Barclays, AAG or any other person assumes responsibility if future results are different from those discussed. Any estimates contained in these analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than as set forth below. In addition, analyses relating to the value of the businesses do not purport to be appraisals or reflect the prices at which the businesses may actually be sold.

Selected Comparable Company Analysis

Barclays reviewed and compared specific financial and operating data relating to US Airways Group and AMR with selected companies that Barclays deemed comparable to US Airways Group and/or AMR. The selected comparable companies were Delta Air Lines, Inc., United Continental Holdings, Inc., and US Airways Group.

Barclays calculated and compared various financial multiples of US Airways Group, AMR, and the selected comparable companies. As part of its selected comparable company analysis, Barclays calculated and analyzed each comparable company's ratio of adjusted enterprise value to estimated earnings before interest, taxes, depreciation, amortization, and mainline aircraft rent expense (EBITDAR) for calendar years 2013 and 2014, which are summarized in the table below.

Selected Comparable Company	Adjusted Enterprise Value / 2013 Estimated EBITDAR	Adjusted Enterprise Value / 2014 Estimated EBITDAR
Delta Air Lines, Inc.	4.7x	4.4x
United Continental Holdings, Inc.	4.9x	4.5x
US Airways Group	5.0x	4.4x

The adjusted enterprise value of each company for each year was obtained by adding its short and long-term debt and capitalized aircraft rent and the market value of its common equity, and subtracting its unrestricted cash and cash equivalents. All of these calculations were performed based on publicly available financial data (including consensus estimates from the Institutional Brokers Estimate System (IBES)). For US Airways Group, Barclays also based its calculations on the US Airways Group Forecasts.

Barclays selected the comparable companies listed above because, collectively with US Airways Group and AMR, they comprise four out of the five remaining U.S.-based legacy carriers and, as a result, their businesses and operating profiles are reasonably similar to one another. Barclays did not select for comparison Alaska Airlines, Inc., also commonly considered to be a legacy carrier, or any of the U.S.-based low cost carriers, a pool which includes Allegiant Air, LLC, JetBlue Airways Corporation, Southwest Airlines Co., and Spirit Airlines, Inc., because of, among other reasons, their relatively smaller operations, different capital structures, lack of meaningful international operations, more limited networks, different network configurations, and different breadth of products and services offered.

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Because no selected comparable company is exactly the same as either US Airways Group or AMR, Barclays believed that it was inappropriate to, and therefore did not, rely solely on the quantitative results of the selected comparable company analysis. Accordingly, Barclays also made qualitative judgments concerning differences between the business, financial and operating characteristics, and prospects of US Airways Group and AMR. These qualitative judgments related primarily to the differing sizes, growth prospects, profitability levels, and degree of operational risk between US Airways Group or AMR, on the one hand, and the companies included in the selected comparable company analysis, on the other hand.

Based upon these judgments, Barclays selected a range of EBITDAR multiples for each of US Airways Group and AMR for each of calendar years 2013 and 2014, and applied such multiples to management projections of EBITDAR for the corresponding year in the US Airways Group Forecasts or the AMR Forecasts, as applicable, which implied, in each case, a range of adjusted enterprise values, from which, in each case, Barclays subtracted capitalized rent based on estimated 2013 rent expense and net debt estimated as of April 30, 2013 (for AMR, pro forma for its emergence from bankruptcy), to derive a range of equity values for US Airways Group or AMR, as applicable, for calendar year 2013 or 2014, as applicable.

2013E Comparable Companies Analysis

Barclays selected a range of 4.5x to 5.0x multiples of EBITDAR for US Airways Group and applied such range to both US Airways Group management and IBES estimates of 2013 EBITDAR to calculate an implied range of equity values for US Airways Group of approximately \$2.6 billion to \$4.7 billion. Barclays selected a range of 4.25x to 4.75x multiples of EBITDAR for AMR and applied such range to AMR management estimates of 2013 EBITDAR on an adjusted and non-adjusted basis (adjustments related to certain post-employment benefit liabilities not reflected in the AMR Forecasts) to calculate an implied range of equity values for AMR of approximately \$7.5 billion to \$9.8 billion. Barclays then derived a range of relative ownership for US Airways Group stockholders in AAG of 21.1% to 38.2%. Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents relative ownership in AAG within this range.

2014E Comparable Companies Analysis

Barclays selected a range of 4.25x to 4.75x multiples of EBITDAR for US Airways Group and applied such range to both US Airways Group management and IBES estimates of 2014 EBITDAR to calculate an implied range of equity values for US Airways Group of approximately \$3.2 billion to \$4.5 billion. Barclays selected a range of 4.0x to 4.5x multiples of EBITDAR for AMR and applied such range to AMR management estimates of 2014 EBITDAR on an adjusted and non-adjusted basis (adjustments related to certain post-employment benefit liabilities not reflected in the AMR Forecasts) to calculate an implied range of equity values for AMR of approximately \$9.4 billion to \$12.0 billion. Barclays then derived a range of relative ownership for US Airways Group stockholders in AAG of 20.9% to 32.5%. Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents relative ownership in AAG within this range.

Trading Value Analysis

Barclays reviewed and compared the value of the outstanding equity of US Airways Group and AMR. In its analysis, Barclays used the range of implied equity values calculated in its selected comparable company analysis of AMR for calendar year 2013 (because the equity of AMR pro forma for its emergence from bankruptcy does not currently have an observable market value) and compared that range to the average market capitalization of US Airways Group for the 20-day trading period ended February 11, 2013. Based on such comparison, Barclays derived a range of relative ownership for US Airways Group stockholders in AAG of 23.6% to 28.7%. Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents relative ownership in AAG within this range.

Table of Contents***Discounted Cash Flow Analysis***

In order to estimate the value of AAG, Barclays performed a discounted cash flow analysis for each of US Airways Group and AMR. A discounted cash flow analysis is a traditional valuation methodology used to derive a valuation of an asset by calculating the present value of estimated future cash flows of the asset. Present value refers to the current value of future cash flows or amounts and is obtained by discounting those future cash flows or amounts by a discount rate that takes into account macroeconomic assumptions and estimates of risk, the opportunity cost of capital, expected returns, and other appropriate factors.

To calculate the estimated enterprise value of each of US Airways Group and AMR using the discounted cash flow method, Barclays added (i) each company's projected after-tax unlevered free cash flows for each of calendar years 2013 (eight months) through 2017 based on the US Airways Group Forecasts or the AMR Forecasts, as applicable, (ii) the terminal value of such company after 2017, (iii) projected NOLs remaining after 2017 based on the US Airways Group Forecasts or the AMR Forecasts, as applicable, and (iv) for AMR, its projected tax-affected pension cash contributions based on the AMR Forecasts and analyses prepared by US Airways Group's actuary and AMR's projected tax-affected post-employment benefit cash contributions based on the AMR Forecasts, and discounted such amount to its present value using selected discount rates. The after-tax unlevered free cash flows were calculated by taking the tax-affected earnings before interest, taxes, and aircraft rent expense and subtracting capital expenditures, adjusting for changes in working capital and subtracting other cash flows from operations (including, for AMR, the subtraction of one-time bankruptcy costs). Barclays then calculated a range of terminal values for each of US Airways Group and AMR by applying terminal perpetuity growth rates of 0.0% to 2.0% to each company's estimated normalized unlevered free cash flow after 2017. The cash flows, terminal values, and NOLs were then discounted to present value as of April 30, 2013, using discount rates ranging from 14.0% to 16.0%, which were based on estimates of each company's weighted average cost of capital, and, for AMR, the tax-affected pension cash contributions and tax-affected post-employment benefit cash contributions were discounted to present value as of April 30, 2013, using a discount rate of 8.25%, which was based on the expected annual rate of return of the pension assets and the post-employment benefit assets over the projection period. This analysis indicated a range of implied equity values for US Airways Group of approximately \$3.5 billion to \$5.9 billion and a range of implied equity values for AMR of approximately \$4.9 billion to \$9.1 billion. Based on these ranges, Barclays derived a range of relative ownership for US Airways Group stockholders in AAG of 27.8% to 54.6%. Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents relative ownership in AAG within this range.

Contribution Analysis

Barclays reviewed and compared the relative contributions of US Airways Group and AMR to estimated EBITDAR of AAG for calendar years 2013 and 2014 based on the US Airways Group Forecasts and the AMR Forecasts, respectively. Barclays then adjusted the companies' relative contributions to estimated EBITDAR for calendar years 2013 and 2014 to reflect the relative leverage in the companies' capital structures (i.e., net debt and capitalized aircraft rent), which implied a range of relative ownership for US Airways Group stockholders in AAG of 21.4% to 28.0%. Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents relative ownership in AAG within this range.

Pro Forma Merger Analyses

Barclays prepared pro forma analyses of the relative ownership for US Airways Group stockholders in AAG (taking into account the Expected Synergies) using the results of its 2013E selected comparable company analysis, 2014E selected comparable company analysis and discounted cash flow analysis. In each case, the implied equity value of US Airways Group (high and low) was divided by the sum of such implied equity value of US Airways Group, the corresponding implied equity value of AMR, and the implied value of the Expected

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Synergies (as calculated according to the respective valuation methodology). The following chart summarizes the ranges of relative ownership for US Airways Group stockholders in AAG implied from each such pro forma Merger analysis:

Pro Forma Merger Analysis Methodology (with Expected Synergies)	US Airways Group Value as a % AAG	
2013E Comparable Company Analysis	16.0%	29.7%
2014E Comparable Company Analysis	16.5%	26.0%
Discounted Cash Flow Analysis	21.5%	42.6%

Barclays observed that the aggregate consideration to be received by the stockholders of US Airways Group in the proposed transaction represents, in each case, relative ownership in AAG within or above all of these ranges.

General

Barclays is an internationally recognized investment banking firm and, as part of its investment banking activities, is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities, private placements, and valuations for estate, corporate and other purposes. The board of directors of US Airways Group selected Barclays because of its familiarity with US Airways Group and its qualifications, reputation, and experience in the valuation of businesses and securities in connection with mergers and acquisitions generally.

Barclays is acting as financial adviser to US Airways Group in connection with the proposed transaction. As compensation for its services in connection with the proposed transaction, US Airways Group paid Barclays a fee of \$200,000 upon public announcement of the proposed transaction and \$1 million upon the delivery of Barclays' opinion. Additional compensation of up to \$10 million, of which \$3 million is payable in the sole discretion of US Airways Group, will be payable on completion of the proposed transaction. US Airways Group has not made a determination as to whether any of the discretionary compensation will be payable. This determination will be made based on an assessment by US Airways Group of the services provided by Barclays and the relative significance of those services to the successful completion of the Merger.

In addition, US Airways Group has agreed to reimburse Barclays for a portion of its reasonable out-of-pocket expenses incurred in connection with the proposed transaction and to indemnify Barclays for certain liabilities that may arise out of its engagement by US Airways Group and the rendering of Barclays' opinion. Barclays has performed various investment banking and financial services for US Airways Group in the past, and expects to perform such services in the future, and has received, and is likely to receive, customary fees for such services. Specifically, in the past two years, Barclays and/or one of its affiliates has performed the following investment banking and/or financial services for US Airways, for which Barclays and its affiliates have received, or expect to receive, customary fees equal to, in the aggregate, \$5.6 million: (i) co-manager in a \$546 million enhanced equipment trust certificate (EETC) offering completed in December 2012; (ii) participating lender in a \$100 million term loan completed in February 2012; (iii) co-manager in a \$471 million EETC offering completed in July 2011; (iv) co-manager in a \$820 million EETC offering completed in April 2013; and (v) joint lead arranger and joint bookrunner in a \$1.6 billion term loan expected to be completed in May 2013. In addition, an affiliate of Barclays is a party to US Airways Group's co-branded credit card agreement, pursuant to which such affiliate of Barclays receives customary compensation. Barclays did not provide investment banking or financial services to AMR for which it received fees in the two years prior to February 13, 2013. However, a separate affiliate of Barclays has entered into a commitment letter, dated April 25, 2013, to serve as co-arranger for a post-petition revolving credit facility of AAG, pursuant to which such affiliate of Barclays will receive customary fees for such services.

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Barclays and its affiliates engage in a wide range of businesses from investment and commercial banking, lending, asset management, and other financial and non-financial services. In the ordinary course of its business, Barclays and affiliates may actively trade and effect transactions in the equity, debt and/or other securities (and any derivatives thereof), and financial instruments (including loans and other obligations) of US Airways Group and AMR for its own account and for the accounts of its customers and, accordingly, may at any time hold long or short positions and investments in such securities and financial instruments.

General Information regarding Forecasts and Expected Synergies

This section includes a summary of the Forecasts and the Expected Synergies and related information. The AMR Forecasts summarized in this section were prepared by management of AMR, the US Airways Group Forecasts summarized in this section were prepared by management of US Airways Group, and the Expected Synergies and AAG Disclosure Statement Forecasts summarized in this section were prepared jointly by management of AMR and US Airways Group. The AMR Forecasts, the US Airways Group Forecasts and the Expected Synergies were not prepared with a view to public disclosure and the Forecasts and the Expected Synergies were not prepared in compliance with the requirements of GAAP, the published guidelines of the SEC regarding projections, or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. Neither AMR's nor US Airways Group's independent registered public accounting firm has examined, compiled, or performed any procedures with respect to the Forecasts or the Expected Synergies presented in this proxy statement/prospectus, and neither accounting firm has expressed any opinion or any other form of assurance regarding such information or the likelihood that AMR, US Airways Group, or AAG may achieve any particular results, and accordingly neither independent registered public accounting firm assumes any responsibility for or relating to the Forecasts or the Expected Synergies and each disclaims any association with such Forecasts and the Expected Synergies. The audit reports of AMR included in this proxy statement/prospectus relate solely to AMR's historical financial information. The audit reports incorporated herein by reference to US Airways Group's historical SEC filings relate solely to US Airways Group's historical financial information. Such audit reports contained herein and incorporated by reference herein do not extend to the Forecasts or the Expected Synergies and should not be read to do so.

The Forecasts and the Expected Synergies are not being included in this proxy statement/prospectus to influence any US Airways Group stockholder's decision whether to vote to adopt the Merger Agreement or whether to vote to approve any of the other proposals set forth herein, but rather because the AMR Forecasts, the US Airways Group Forecasts, and the Expected Synergies were made available to the board of directors of US Airways Group and US Airways Group's financial adviser in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement and the AAG Disclosure Statement Forecasts are being made available to the stakeholders of the Debtors in the Disclosure Statement.

You should not place undue reliance on the Forecasts or the Expected Synergies set forth below. There can be no assurance that the results indicated in the Forecasts or the cost and revenue synergies included in the Expected Synergies will be realized or that actual results will not be materially higher or lower than projected. Because the Forecasts and the Expected Synergies set forth below cover multiple years, such information by its nature becomes less reliable with each successive year. The Forecasts and the Expected Synergies may not be predictive of the future financial performance of AMR, US Airways Group, or AAG, and, in fact, actual results of AMR, US Airways Group, and AAG for the periods covered in the Forecasts and the Expected Synergies may, and likely will, differ from the results indicated in the Forecasts and the Expected Synergies and such differences could be material. The Forecasts and the Expected Synergies included in this document are forward-looking statements that are also subject to numerous risks and uncertainties, including, but not limited to, the risks and uncertainties described in Risk Factors beginning on page 41. In addition, see Cautionary Statement Concerning Forward-Looking Statements beginning on page 63.

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The AMR Forecasts were developed by AMR management for use in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement, were shared by AMR with US Airways Group during negotiations and discussions leading to the Merger, and were used by US Airways Group's financial adviser and the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement.

The US Airways Group Forecasts were developed by US Airways Group management for and were used by US Airways Group's financial adviser and the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement, and were shared by US Airways Group with AMR during negotiations and discussions leading to the Merger.

The Expected Synergies were developed by AMR management and US Airways Group management in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement, and were used by US Airways Group's financial adviser and the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement.

The AAG Disclosure Statement Forecasts were developed by AMR management and US Airways Group management solely in connection with the Disclosure Statement being delivered to stakeholders of the Debtors in the Chapter 11 Cases, and were not prepared in anticipation of the negotiation or execution of the Merger Agreement. Neither the board of directors of US Airways Group nor the financial adviser to US Airways Group relied on the AAG Disclosure Statement Forecasts in connection with the negotiation or execution of the Merger Agreement because the AAG Disclosure Statement Forecasts were prepared subsequent to the date on which the US Airways Group board approvals occurred.

Important Information about the Forecasts and Expected Synergies

The inclusion of summaries of the Forecasts and the summary of the Expected Synergies in this proxy statement/prospectus should not be regarded as a representation of AMR or of US Airways Group, or an indication that any of AMR or US Airways Group or their respective affiliates, advisors, or representatives considered, or now consider, any of the Forecasts or the Expected Synergies to be a reliable prediction of actual future events or results, and the Forecasts and the Expected Synergies should not be relied upon as such. The Forecasts and the Expected Synergies are subjective in many respects and thus subject to interpretation. While presented with numeric specificity, the Forecasts and the Expected Synergies set forth below reflect numerous estimates and assumptions with respect to industry performance and competition, general U.S. and global business, economic, regulatory, market, and financial conditions, commodity prices (particularly the prices of crude oil and jet fuel), capacity utilization, and other matters specific to the airline industry, all of which are difficult to predict, inherently subject to error, and in many cases are beyond the control of AMR, US Airways Group, or AAG. The Forecasts and the Expected Synergies reflect assumptions as to certain business decisions that are subject to change. The Forecasts, other than the AAG Disclosure Statement Forecasts, also do not reflect any changes in AMR's or US Airways Group's operations or strategy that may be implemented after the Closing, including the Expected Synergies, or any costs or obligations incurred by AMR or US Airways Group in connection with the Merger and the subsequent integration of the operations of AMR and US Airways Group. The AAG Disclosure Statement Forecasts do not take into account the effect of any failure to occur, or delay in consummation, of the Merger and should not be viewed as accurate or continuing in that context.

None of US Airways Group, AMR, or any of their respective affiliates, advisors, or representatives makes any representation to any stockholder of US Airways Group or any other person regarding the ultimate performance of AMR, US Airways Group, or AAG compared to the Forecasts and the Expected Synergies, and none of them intends to disclose any update, reconciliation, or revision to the Forecasts or the Expected Synergies to reflect circumstances existing after the respective dates on which the Forecasts or the Expected Synergies were prepared or to reflect the occurrence of future events, including any actual results of operations of

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AMR, US Airways Group, or AAG, even in the event that any or all of the assumptions underlying the Forecasts or the Expected Synergies are shown to be in error. AMR and US Airways Group have not made any representations to each other, in the Merger Agreement or otherwise, concerning the Forecasts or the Expected Synergies or their accuracy for any purpose.

AMR and US Airways Group management believe that the Forecasts and the Expected Synergies were prepared in good faith and on a reasonable basis based on the best information available to the respective management teams at the time of their preparation. The Forecasts and the Expected Synergies, however, are not fact and are not necessarily indicative of actual future results.

Certain AMR Forecasted Financial Information

AMR does not generally publish its business plans and strategies or make external disclosures of its anticipated financial position or results of operations. In connection with the negotiation and discussion of the Merger, AMR management delivered certain internally prepared AMR Forecasts summarized below to US Airways Group management in December 2012. The AMR Forecasts were delivered to management of US Airways Group pursuant to the existing non-disclosure agreements between the parties and were not intended for public disclosure. As noted above, the AMR Forecasts described below were provided to US Airways Group's financial adviser and the US Airways Group board of directors in connection with the evaluation of the Merger.

In January 2013, AMR also provided materials that included financial information from the AMR Forecasts to certain members of the Ad Hoc Committee and other significant holders of publicly traded bonds and other claims against AMR and other Debtors in the Chapter 11 Cases (the Significant Creditors) under non-disclosure agreements binding the recipients for the purpose of facilitating confidential discussions between AMR and those creditors. Pursuant to the relevant non-disclosure agreements, AMR was contractually obligated under certain circumstances to publicly disclose the materials it provided to the Significant Creditors to the extent those materials could be deemed to constitute material non-public information. The materials provided to the Significant Creditors were subsequently included as an exhibit to a Form 8-K that was filed by AMR with the SEC on February 14, 2013 solely to satisfy the contractual obligation of AMR under the relevant non-disclosure agreements. This publicly filed AMR financial information (i) does not reflect any of the potential effects of the Merger, or any other changes that may in the future affect AMR, AAG, or their respective assets, businesses, operations, properties, policies, corporate structures, capitalization, or management as a result of the Merger or otherwise; (ii) is referenced only for the information of stockholders of US Airways Group who may be interested in reviewing such information; and (iii) is not included or incorporated by reference into this proxy statement/prospectus.

A summary of the material forecasted financial information included in the AMR Forecasts and provided to the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement is set forth below:

	Year Ended December 31,				
	2013	2014	2015	2016	2017
	(In millions)				
Total Operating Revenues	\$ 26,348	\$ 27,559	\$ 29,963	\$ 31,807	\$ 32,346
Adjusted EBITDAR ^(a)	4,130	4,838	5,124	5,101	5,138
Pre-Tax Income ^(b)	1,503	2,334	2,283	2,054	1,861
Adjusted Net Debt ^{(c)(d)(e)}	8,913	8,913	9,597	10,547	11,573

- (a) Adjusted EBITDAR is a non-GAAP financial measure defined as earnings before interest, taxes, depreciation, amortization, and mainline aircraft rent expense. Adjusted EBITDAR excludes costs incurred by the Debtors in connection with the Chapter 11 Cases and special items of \$103 million in 2013.

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- (b) Pre-tax income is defined as income (loss) before income taxes.
- (c) The AMR Forecasts provided by AMR to US Airways Group assumed the receipt by AMR of \$1 billion of proceeds from a hypothetical rights offering of AMR in connection with the emergence of the Debtors from the Chapter 11 Cases. AMR's projected cash balance was adjusted to exclude these hypothetical proceeds in the calculation of Adjusted Net Debt provided to the US Airways Group board of directors to facilitate analysis of the Merger (as opposed to a stand-alone emergence from the Chapter 11 Cases by the Debtors).
- (d) Adjusted net debt is a non-GAAP financial measure defined as total indebtedness less unrestricted cash. Adjusted net debt includes capitalized rent based on mainline aircraft rent expense only.
- (e) The AMR Forecasts provided by AMR to US Airways Group included presentations of adjusted net debt that assumed, alternatively, either the inclusion or exclusion of off-balance sheet indebtedness of AMR. The AMR Forecasts provided to the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement did not include off-balance sheet indebtedness of AMR because such indebtedness would not have been required to be included on a consolidated balance sheet of AMR prepared in accordance with GAAP.

Certain US Airways Group Forecasted Financial Information

US Airways Group does not generally publish its business plans and strategies. In the past, US Airways Group has prepared and provided public guidance as to certain projected quarterly and annual operating costs, revenues and ASMs, cash position and fuel prices, and certain other matters, on its quarterly earnings conference calls, and has publicly updated that guidance from time to time. The US Airways Group Forecasts were prepared on a different basis and at a different time than US Airways Group's public guidance, consist of different financial and operating measures than US Airways Group's public guidance, do not, and were not intended to, correspond to US Airways Group's public guidance and do not, and were not intended to, update or revise US Airways Group's public guidance.

In connection with the negotiation and discussion of the Merger, US Airways Group management delivered the internally prepared US Airways Group Forecasts summarized below to AMR management in December 2012. The US Airways Group Forecasts were delivered to management of AMR pursuant to the existing non-disclosure agreements between the parties and were not intended for public disclosure. As noted above, the US Airways Group Forecasts described below were provided by US Airways Group management to US Airways Group's financial adviser and to the US Airways Group board of directors in connection with the evaluation of the Merger.

In January 2013, US Airways Group also provided materials that included financial information from the US Airways Group Forecasts to the Significant Creditors under non-disclosure agreements binding on the recipients for the purpose of facilitating confidential discussions between AMR, US Airways Group, and those creditors. Pursuant to the relevant non-disclosure agreements, US Airways Group was contractually obligated under certain circumstances to make publicly available the materials it provided to the Significant Creditors to the extent such materials could be deemed to constitute material non-public information, and the materials provided to the Significant Creditors were subsequently included as an exhibit to a Form 8-K that was filed by US Airways Group with the SEC on February 14, 2013 solely to satisfy the contractual obligation of US Airways Group under the relevant non-disclosure agreements. This publicly filed US Airways Group financial information does not reflect any of the potential effects of the Merger, or any other changes that may in the future affect AAG or its assets, business, operations, properties, policies, corporate structure, capitalization, or management as a result of the Merger or otherwise, is referenced only for the information of stockholders of US Airways Groups who may be interested in reviewing such information, and is not included or incorporated by reference into this proxy statement/prospectus. See *Additional Information* on page 336 for more information on where you may find the financial information provided by US Airways Group to the Significant Creditors.

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A summary of the material forecasted financial information included in the US Airways Group Forecasts and provided to the US Airways Group board of directors in connection with the evaluation of the Merger and the other transactions contemplated by the Merger Agreement is set forth below:

	Year Ended December 31,				
	2013	2014	2015	2016	2017
	(In millions)				
Total Operating Revenues	\$ 14,479	\$ 15,029	\$ 15,597	\$ 16,094	\$ 16,603
EBITDAR ^(a)	2,194	2,280	2,533	2,694	2,863
Pre-Tax Income ^(b)	952	929	1,144	1,338	1,529
Adjusted Net Debt ^(c)	6,336	5,924	4,856	3,454	2,771

- (a) EBITDAR is a non-GAAP financial measure defined as earnings before interest, taxes, depreciation, amortization, and mainline aircraft rent expense.
- (b) Pre-tax income is defined as income (loss) before income taxes.
- (c) Adjusted net debt is a non-GAAP financial measure defined as total indebtedness less unrestricted cash, adjusted to exclude \$173 million of convertible debt of US Airways Group. Adjusted net debt includes capitalized rent based on mainline aircraft rent expense only and excludes off-balance sheet indebtedness of US Airways Group.

Certain Expected Synergies

In connection with the negotiation and discussion of the Merger, management of AMR and US Airways Group analyzed the potential cost and revenue synergies that could be generated by combining the companies, taking into account the benefits already achieved by AMR's restructuring, and management of AMR and US Airways Group prepared estimates of recurring revenue and costs synergies expected to be realized by AAG in connection with or following the Closing, as well as estimates of recurring dis-synergies and estimates of one-time implementation costs expected to be incurred by AAG in connection with or following the Closing.

AMR and US Airways Group management estimate that AAG will achieve more than \$1 billion in annual net synergies in 2015, including cost synergies of approximately \$150 million (after taking into account the improved compensation arrangements negotiated with future employees of AAG) and revenue synergies of approximately \$900 million. AMR and US Airways Group expect to realize the cost synergies principally by reducing management and administrative overhead, consolidating information technology systems, and combining facilities. AMR and US Airways Group expect to realize the revenue synergies principally from providing significantly enhanced connectivity throughout the world to permit customers, particularly corporate clients, to use AAG for more of their travel needs and from optimizing the scheduling of the combined fleet to better match aircraft size with consumer demand. AMR and US Airways Group also expect to incur transition costs in connection with the Merger and the integration of the businesses of AMR and US Airways Group of approximately \$1.2 billion. There can be no assurance that AAG will be able to achieve the Expected Synergies at all, or that, if achieved, they can be achieved in a timely manner.

Certain AAG Forecasted Financial Information

The Disclosure Statement, which AMR and the other Debtors are required to prepare and deliver to stakeholders of the Debtors in connection with the Plan, contains the AAG Disclosure Statement Forecasts to demonstrate the feasibility of the Plan. Any information in the Disclosure Statement, including the AAG Disclosure Statement Forecasts contained therein, should not be regarded for the purpose of this proxy statement/prospectus as a representation or warranty by US Airways Group, AMR, AAG, or any other person, as to the accuracy of such information or that any such forecasts or valuations will be realized. The AAG Disclosure Statement Forecasts and estimates of value were prepared for a limited purpose related to AMR's Chapter 11 Cases and have not been, and will not be, publicly updated or reconciled, except as may be required by applicable law or regulations. The AAG Disclosure Statement Forecasts are being included in this proxy

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statement/prospectus solely to make available to US Airways Group stockholders information provided to the AMR stakeholders in the Disclosure Statement because such information will be released publicly substantially contemporaneously with the mailing of this proxy statement/prospectus.

The AAG Disclosure Statement Forecasts are based on different assumptions and methodologies than were used for the AMR Forecasts and the US Airways Group Forecasts, including, among others, the assumptions and methodologies related to future fuel costs. In addition, each forecast was prepared at a different time. The AAG Disclosure Statement Forecasts do not represent a combination of the AMR Forecasts, the US Airways Group Forecasts, and/or the Expected Synergies described in this proxy statement/prospectus.

The AAG Disclosure Statement Forecasts do not reflect the impact of fresh start reporting that will be required for AAG in accordance with ASC 852 or the impact of the acquisition method of accounting with respect to the Merger. The impact of such accounting adjustments, which is required to be reflected at the Closing, is expected to have a material impact on the future AAG balance sheet and prospective results of operations. In addition, the AAG Disclosure Statement Forecasts do not include any assumptions about AAG's compensation programs or any equity capital or debt financing transactions that AAG may implement following the Closing, which could result in material changes to the financial information reflected in the AAG Disclosure Statement Forecasts.

A summary of the material forecasted financial information included in the AAG Disclosure Statement Forecasts is set forth below:

	2013	Year Ended December 31,			2017
		2014	2015	2016	
	(In millions)				
Total Operating Revenues	\$ 40,971	\$ 42,987	\$ 45,582	\$ 47,319	\$ 47,830
Adjusted EBITDAR ^(a)	6,450	7,793	8,631	8,577	8,569
Pre-Tax Income ^(b)	2,600	3,816	4,375	4,234	4,138
Adjusted Net Debt ^(c)	16,066	14,925	14,314	12,999	12,198

- (a) Adjusted EBITDAR is a non-GAAP financial measure defined as earnings before interest, taxes, depreciation, amortization, and mainline aircraft rent expense. Adjusted EBITDAR excludes costs incurred by the Debtors in connection with the Chapter 11 Cases, special items and one-time transition expenses of \$371 million in 2013, \$326 million in 2014, \$173 million in 2015, and \$50 million in 2016.
- (b) Pre-tax income is a non-GAAP financial measure defined as income (loss) before income taxes, adjusted to exclude costs incurred by the Debtors in connection with the Chapter 11 Cases, special items and one-time Merger transition expenses of \$446 million in 2013, \$326 million in 2014, \$173 million in 2015, and \$50 million in 2016.
- (c) Adjusted net debt is a non-GAAP financial measure defined as total indebtedness less unrestricted cash. Adjusted net debt includes capitalized rent based on mainline aircraft rent expense only, and includes other off-balance sheet debt.

Regulatory Approvals Required for the Merger

Under the HSR Act, AMR and US Airways Group were required to file notifications with the Premerger Notification Office of the FTC and the Antitrust Division of the DOJ and observe a mandatory waiting period before completing the Merger. On January 31, 2013, both AMR and US Airways Group filed the required notification materials under the HSR Act. On March 4, 2013, AMR and US Airways Group received a Second Request from the DOJ in connection with the proposed Merger.

The issuance of the Second Request extended the statutory HSR Act waiting period during which the parties cannot close the Merger. The DOJ is currently conducting its review of the Merger. Several state attorneys general also are reviewing the Merger and are coordinating their investigation with the DOJ.

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The Merger is also subject to the approval of the European Commission under EU merger control legislation. AMR and US Airways Group filed a briefing paper with the European Commission on February 26, 2013 as part of the standard pre-notification discussions with the European Commission. Such pre-notification discussions and submissions are continuing. AMR and US Airways Group anticipate filing the formal notification seeking European Commission approval of the proposed Merger in the coming weeks.

AMR and US Airways Group have also notified the Merger to the competition authorities in Canada, Brazil, Israel, Mexico, and Taiwan. These competition authorities have now all completed their review of the Merger without taking any further action. The parties do not expect to file merger notifications in jurisdictions other than those described above.

In addition to the antitrust related filings and clearances discussed above, AMR and US Airways Group must obtain approvals from various other U.S. regulatory agencies, including any required approvals from the DOT and the FAA, as well as certain foreign regulatory authorities in connection with the Merger. However, obtaining such approvals (other than any required approvals from the DOT or the FAA) is only a condition to the Closing if the failure to obtain such approvals would reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG or to provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability. AMR and US Airways Group do not believe that the failure to receive any such regulatory approvals, other than any required approvals from the DOT or the FAA, would reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG, or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability.

The parties continue to work diligently to respond to outstanding requests and inquiries by government agencies in an effort to secure clearance for the Merger.

AMR and US Airways Group cannot make assurances that the DOJ, the European Commission, the DOT, the FAA, or other government agencies, including state attorneys general or private parties, will not initiate actions to challenge the Merger before or after it is completed. Any such challenge to the Merger could result in a court order enjoining the Merger or in restrictions or conditions that would have a material adverse effect on AAG if the Merger is completed. Such restrictions and conditions could include requiring the divestiture or spin-off of assets or businesses. Under the terms of the Merger Agreement, each of AMR and US Airways Group is required to commit to any divestitures or similar arrangements with respect to its assets or conduct of business if that divestiture or arrangement is required by any governmental entity in order to complete the Merger, but no such divestiture or similar arrangement will be required if such action (i) would have a material adverse effect on AAG, (ii) would be required prior to the Effective Time, or (iii) in the case of AMR, would not be permitted by the Bankruptcy Court, provided that AMR has used reasonable best efforts and taken all reasonable actions to obtain such permission. No additional stockholder approval of US Airways Group is expected to be required or sought for any decision made by AMR or US Airways Group after the 2013 Annual Meeting of Stockholders to agree to any terms and conditions necessary to resolve any regulatory objections to the Merger.

Material U.S. Federal Income Tax Consequences

The following is a discussion of the material U.S. federal income tax consequences of the Merger applicable to U.S. Holders of US Airways Group common stock, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local, or foreign tax laws are not discussed. This discussion is based on the Code, U.S. Treasury regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the IRS in effect as of the date of the Merger. These authorities may change or be subject to differing interpretations. Any such change may be applied retroactively in a manner that could adversely affect a holder of US Airways Group common stock.

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This discussion is limited to U.S. Holders who hold their US Airways Group common stock as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment). This discussion does not address all U.S. federal income tax consequences relevant to the particular circumstances of a US Airways Group common stockholder. In addition, it does not address consequences relevant to holders of US Airways Group common stock that are subject to particular rules, including, without limitation:

persons subject to the alternative minimum tax;

persons whose functional currency is not the dollar;

persons holding US Airways Group common stock as part of a hedge, straddle, or other risk reduction strategy or as part of a conversion transaction or other integrated investment;

persons who are not U.S. Holders;

banks, insurance companies, and other financial institutions;

real estate investment trusts or regulated investment companies;

brokers, dealers, or traders in securities;

S corporations, partnerships, or other entities or arrangements treated as partnerships for U.S. federal income tax purposes;

tax-exempt organizations or governmental organizations;

persons deemed to sell US Airways Group common stock under the constructive sale provisions of the Code;

persons who hold or receive US Airways Group common stock pursuant to the exercise of any employee stock options or otherwise as compensation; and

tax-qualified retirement plans.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds US Airways Group common stock, the tax treatment of a partner in the partnership generally will depend on the status of the partner, the activities of the partnership, and certain determinations made at the partner level. Accordingly, partnerships holding US Airways Group common stock and the partners in such partnerships should consult their tax advisers regarding the U.S. federal income tax consequences to them.

Holders of US Airways Group common stock should consult their tax advisers with respect to the particular tax consequences of the Merger to them, including the effects of U.S. federal, state, local, foreign, and other tax laws.

U.S. Federal Income Tax Consequences to U.S. Holders

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Latham & Watkins LLP, counsel to US Airways Group, and Weil, Gotshal & Manges LLP, counsel to AMR, are each of the opinion that the Merger in conjunction with the Plan will qualify as a reorganization pursuant to Section 368(a) of the Code. These opinions are based on, among other things, certain assumptions and certain representations as to factual matters made by US Airways Group and AMR which, if incorrect or inaccurate in any respect, might jeopardize the conclusion reached by counsel in their opinions. In addition, counsel have assumed that the Merger will be consummated in accordance with the terms of the Merger Agreement, the representations and warranties contained in the Merger Agreement were true, correct and complete when made and will continue to be true, correct and complete through the effective time of the Merger, and the parties have complied with, and, if applicable, will continue to comply with, the covenants and agreements contained in the Merger Agreement. Neither of these opinions is binding on the IRS or the courts, and neither US Airways Group nor AMR intends to request a ruling from the IRS regarding the U.S. federal income tax consequences of the Merger. Consequently, no assurance can be given that the IRS will not assert, or

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that a court would not sustain, a position contrary to any of those set forth below. In addition, if any of the representations or assumptions upon which such opinions are based is inaccurate, the U.S. federal income tax consequences of the Merger could differ from those discussed here.

The Closing is conditioned, among other things, upon US Airways Group and AMR receiving written opinions from their respective counsel, in each case dated as of the Closing Date, to the effect that, on the basis of the facts, representations, assumptions, and exclusions set forth in such opinions and certificates to be obtained from officers of US Airways Group and AMR, the Merger in conjunction with the Plan will qualify as a reorganization within the meaning of Section 368(a) of the Code. The opinion condition with respect to counsel of US Airways Group will not be waivable after the US Airways Group stockholders have approved the adoption of the Merger Agreement, unless further approval of the US Airways Group stockholders is obtained with appropriate disclosure.

As stated above, it is the opinion of Latham & Watkins LLP and Weil, Gotshal & Manges LLP that the Merger in conjunction with the Plan will qualify as a reorganization within the meaning of Section 368(a) of the Code. Accordingly:

a U.S. Holder will not recognize gain or loss as a result of the exchange of such holder's US Airways Group common stock for AAG common stock in the Merger;

a U.S. Holder's aggregate tax basis in AAG common stock received in the Merger will equal the aggregate tax basis of the US Airways Group common stock surrendered in the Merger; and

a U.S. Holder's holding period for AAG common stock received in the Merger will include the holder's holding period for the US Airways Group common stock surrendered in the Merger.

U.S. Holders who hold their US Airways Group common stock with differing bases or holding periods should consult their tax advisers with regard to identifying the bases or holding periods of the particular AAG common shares received in the Merger.

Certain Tax Reporting Rules

Under applicable U.S. Treasury regulations, significant holders of US Airways Group common stock generally will be required to comply with certain reporting requirements. A U.S. Holder should be viewed as a significant holder if, immediately before the Merger, such holder held 5% or more, by vote or value, of the total outstanding US Airways Group common stock. Significant holders generally will be required to file a statement with the holder's U.S. federal income tax return for the taxable year that includes the Closing. That statement must set forth the holder's tax basis in, and the fair market value of, the shares of US Airways Group common stock surrendered pursuant to the Merger (both as determined immediately before the surrender of shares), the date of the Merger, and the name and employer identification number of AAG, US Airways Group, and AMR Merger Sub, and the holder will be required to retain permanent records of these facts. U.S. Holders should consult their tax advisers as to whether they may be treated as a significant holder.

The discussion of the material U.S. federal income tax consequences set forth above is not a complete description of all of the consequences of the Merger. U.S. Holders of U.S. Airways Group common stock are strongly urged to consult their tax advisers regarding the tax consequences of the Merger to them, including the effects of U.S. federal, state, local, foreign, and other tax laws.

Accounting Treatment

AMR prepares its financial statements in accordance with GAAP. In accordance with ASC 852, Reorganizations, AMR will adopt fresh start accounting upon its emergence from Chapter 11. Fresh start accounting requires resetting the historical net book value of assets and liabilities to fair value by assigning the entity's reorganization value to its assets and liabilities pursuant to ASC 805, Business Combinations. The

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Merger will be accounted for using the acquisition method of accounting in accordance with ASC 805, with AMR being considered the acquirer of US Airways Group for accounting purposes. Accordingly, US Airways Group's identifiable assets acquired and liabilities assumed will be recognized at their estimated fair values as of the Closing Date. Goodwill will be measured as the excess of the fair value of the consideration transferred in the Merger over the fair value of the identifiable net assets. As of the date of this proxy statement/prospectus, AMR has not performed the detailed valuation studies necessary to arrive at the required estimates of the fair value of the US Airways Group assets to be acquired and the liabilities to be assumed, nor has it identified all adjustments necessary to conform US Airways Group's accounting policies to AMR's accounting policies. Additionally, a final determination of the fair value of US Airways Group's assets and liabilities, which cannot be made prior to the Closing, will be based on the identifiable net tangible and intangible assets and liabilities of US Airways Group that exist as of the Closing Date. Goodwill is not amortized but is tested for impairment at least annually.

Listing of AAG Common Stock and Delisting of US Airways Group Common Stock

It is a condition to Closing that the shares of AAG common stock to be issued to US Airways Group equity holders pursuant to the Merger be authorized for listing on the NYSE or NASDAQ prior to the Effective Time. AMR will use its reasonable best efforts to cause the shares of AAG common stock to be authorized for listing on the NYSE or NASDAQ upon official notice of issuance, prior to the Closing Date. Upon the Closing, shares of US Airways Group common stock currently listed on the NYSE will be delisted and will be subsequently deregistered under the Exchange Act.

No Dissenters' Rights

Holders of US Airways Group common stock who dissent to the Merger will not have rights to an appraisal of the fair value of their shares. Under the DGCL, appraisal rights are not available for the shares of any class or series if the shares of the class or series are listed on a national securities exchange or held of record by more than 2,000 holders on the record date, unless the stockholders receive in exchange for their shares anything other than shares of stock of the surviving or resulting corporation or of any other corporation that is publicly listed or held by more than 2,000 holders of record, cash in lieu of fractional shares or fractional depository receipts or any combination of the foregoing. US Airways Group common stock is listed on the NYSE as of the Record Date, and US Airways Group stockholders will receive shares of stock of AAG pursuant to the Merger Agreement. Listing of the AAG common stock on the NYSE or NASDAQ is a condition to the Closing.

Restrictions on Sales of Shares of AAG Common Stock Received by Affiliates in the Merger

The shares of AAG common stock to be issued to stockholders of US Airways Group in connection with the Merger will be registered under the Securities Act and will be freely transferable, except for shares of AAG common stock issued to any person who is deemed to be an affiliate of US Airways Group under the Securities Act, prior to the Closing. Persons who may be deemed to be affiliates of US Airways Group prior to the Closing include individuals or entities that control, are controlled by, or are under common control with, US Airways Group prior to the Merger and may include officers and directors, as well as significant stockholders of US Airways Group prior to the Merger. The same restrictions apply to the spouses and certain relations of those persons and any trusts, estates, corporations, or other entities in which those persons have a 10% or greater beneficial or equity interest. Affiliates of US Airways Group prior to the Merger may only sell the shares of AAG common stock they receive in connection with the Merger pursuant to:

an effective registration statement under the Securities Act covering the resale of those shares;

an exemption under paragraph (d) of Rule 145 under the Securities Act; or

any other applicable exemption under the Securities Act.

The registration statement of which this proxy statement/prospectus forms a part does not cover the resale of shares of AAG common stock to be received by affiliates of US Airways Group in the Merger.

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In considering the recommendation of the US Airways Group's board of directors with respect to adopting the Merger Agreement, US Airways Group stockholders should be aware that certain members of the board of directors and executive officers of US Airways Group have interests in the Merger that are different from, or are in addition to, interests of US Airways Group stockholders generally. These interests may create an appearance of a conflict of interest. The US Airways Group board of directors was aware of these potential conflicts of interests during its deliberations on the merits of the Merger and in making its decisions in approving the Merger, the Merger Agreement, and the related transactions.

These interests are described in more detail below, and certain of them are quantified in the tables that follow the narrative below in the section entitled "Proposal 2: Advisory Vote on Merger-Related Compensation" beginning on page 192. The dates used below to quantify these interests have been selected for illustrative purposes only and do not necessarily reflect the dates on which certain events will occur.

For further information with respect to the compensatory arrangements between US Airways Group and its executive officers and directors, also see the sections entitled "US Airways Group Compensation Discussion and Analysis" beginning on page 299, "US Airways Group Executive Compensation" beginning on page 315, and "US Airways Group Director Compensation" beginning on page 286.

The following table sets forth for each of US Airways Group's directors and executive officers holding US Airways Group stock options, SARs, and/or RSUs as of May 10, 2013, (i) the aggregate number of shares of US Airways Group common stock subject to vested US Airways Group stock options or SARs and unvested US Airways Group stock options or SARs as of such date and (ii) the number of RSUs held by the director or executive officer as of such date. Each US Airways Group stock option, SAR, and/or RSU will convert, upon the Closing, into an AAG stock option, SAR, and/or RSU, as applicable, covering the same number of shares underlying the original US Airways Group equity award.

Name	Vested Stock Options	Unvested Stock Options	Vested Stock-Settled Stock Appreciation Rights	Unvested Stock-Settled Stock Appreciation Rights	Vested Cash-Settled Stock Appreciation Rights	Unvested Cash-Settled Stock Appreciation Rights	Stock-Settled Restricted Stock Units	Cash-Settled Restricted Stock Units
W. Douglas Parker	309,375	0	2,216,487	276,677	0	0	344,695	0
Bruce R. Lakefield	8,250	0	0	0	0	0	0	0
Matthew J. Hart	7,906	0	0	0	0	0	0	0
Richard C. Kraemer	16,500	0	0	0	0	0	0	0
Cheryl G. Krongard	8,250	0	0	0	0	0	0	0
Denise M. O'Leary	16,500	0	0	0	0	0	0	0
George M. Philip	8,250	0	0	0	0	0	0	0
William J. Post	0	0	0	0	0	0	0	0
J. Scott Kirby	20,625	0	881,122	193,695	0	0	241,312	0
Robert D. Isom, Jr.	0	0	710,390	110,096	119,200	0	137,161	0
Derek J. Kerr	0	0	573,445	110,096	119,200	0	137,161	0
Elise R. Eberwein	0	0	359,611	110,096	119,200	0	137,161	0
Stephen L. Johnson	0	0	552,905	110,096	119,200	0	137,161	0

Compensatory Arrangements with W. Douglas Parker

That certain Amended and Restated Employment Agreement, by and among US Airways Group, US Airways, and W. Douglas Parker, dated November 28, 2007 (the "Parker Agreement"), provides certain benefits to Mr. Parker upon a change of control, including the Merger, and upon termination of employment by US Airways Group or US Airways in certain circumstances in connection with a change in control, including the Merger. For a detailed summary of the relevant provisions of the Parker Agreement, see the section entitled "US Airways Group Executive Compensation Potential Payments upon Termination or Change in Control Parker Agreement Termination for Good Reason, without Misconduct, or following a Change in Control" beginning on page 319. In addition, under Mr. Parker's individual equity award agreements, Mr. Parker would be entitled to

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accelerated vesting of his outstanding US Airways Group equity awards upon a change in control. Mr. Parker has agreed to waive his right to accelerated vesting of US Airways Group stock options, US Airways Group RSUs, and/or US Airways Group SARs, in each case, solely as a result of the Closing. Mr. Parker has retained his double trigger accelerated vesting of such equity awards upon a qualifying termination in connection with the Closing.

Executive Change in Control Agreements

Messrs. Kirby, Isom, Johnson, and Kerr and Ms. Eberwein have entered into executive change in control agreements with US Airways Group (US Airways Group Executive CIC Agreements). These agreements provide benefits to the executives upon a termination of employment by US Airways Group and US Airways for any reason other than misconduct or disability or by the executive with good reason, in each case within 24 months following a change in control (each as defined in the US Airways Group Executive CIC Agreements), including the Merger, or, subject to certain conditions described below, prior to a change in control in contemplation of that change in control.

For purposes of the US Airways Group Executive CIC Agreements, good reason includes any of the following acts or failures to act, if not consented to by the executive: (i) a material adverse alteration by US Airways Group of the executive's compensation, position, function, duties, or responsibilities; (ii) the relocation of the executive outside the metropolitan area in which the executive is based; or (iii) the failure of US Airways Group to perform any material obligation owed to the executive, subject in each case to timely notification and US Airways Group's ability to cure.

Upon termination within 24 months following a change in control under the conditions described in the first paragraph above, the covered executive is entitled to receive the following payments and benefits, subject to the timely execution and non-revocation of a release:

a payment equal to two times the greater of the executive's then-current annual base salary or the annual base salary immediately preceding a change in control;

a payment equal to the greater of (i) 200% of the executive's then-current target incentive award under the applicable US Airways Group and US Airways annual incentive program, or (ii) the executive's actual incentive award under the US Airways Group and US Airways annual incentive program for the immediately preceding year;

a payment equal to 200% of the executive's target award under the applicable US Airways Group Long-Term Incentive Performance Program (LTIPP) that is in effect on the termination date or, if there is no LTIPP in effect and its suspension or termination constitutes a good reason to terminate employment, 200% of the executive's target award most recently established under the LTIPP;

a lump sum payment equal to the value of 24 months of continuation coverage premiums under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA) for healthcare benefits for the executive and eligible dependents, provided the executive is eligible to elect COBRA continuation coverage upon his or her termination;

extended exercisability of all vested US Airways Group stock options, SARs, or other similar stock awards for 18 months following the executive's termination of employment, but not beyond the maximum term of the awards; and

a tax gross-up payment in an amount that will have an after-tax value equal to taxes that are imposed if any severance payments due the executive are considered to be greater than 110% of the amount that would cause any portion of the payments to be excess parachute payments subject to excise tax under Section 4999 of the Code.

Any cash payments described in the bullet points above will be payable in a lump sum within 60 days following the executive's termination.

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The US Airways Group Executive CIC Agreements also provide that termination benefits are to be provided to an executive who has been terminated prior to a change in control (if it can reasonably be demonstrated that the termination was at the request of a third party effecting the change in control) by US Airways Group for any reason other than misconduct or disability. The benefits and payments provided in these circumstances are identical to those described above except that (i) payments and benefits due upon the change in control are offset by any amounts received as a result of the executive's termination prior to the change in control, and (ii) instead of extended exercisability of stock awards and acceleration of equity vesting, the executive will receive an amount equal to the intrinsic value of any stock award (other than exercisable grants) forfeited at the time of termination that would have vested on the change in control, based on the value of the award as of the date of the change in control, and, as to exercisable grants, the difference between that stock award's exercise price and the value of the stock underlying the award on the date of the change in control.

The US Airways Group Executive CIC Agreements provide that upon a change in control, the executive's outstanding stock awards held pursuant to the US Airways Group, Inc. 2011 Incentive Award Plan (the "2011 Plan"), the US Airways Group, Inc. 2008 Equity Incentive Plan (the "2008 Plan"), and/or the US Airways Group, Inc. 2005 Equity Incentive Plan (the "2005 Plan"), or any successor plan, will become fully vested and exercisable and the executive will be entitled to top priority, first class, positive space travel privileges for the executive and his or her dependents, for the life of the executive. Messrs. Kirby, Isom, and Kerr and Ms. Eberwein previously became entitled to lifetime flight benefits, in the case of Messrs. Kirby and Kerr and Ms. Eberwein, in connection with the merger of US Airways Group and America West, and in the case of Mr. Isom, to replace a similar benefit provided by his previous employer that was forfeited when he commenced employment with US Airways Group.

Each of Messrs. Parker, Kirby, Isom, Johnson, and Kerr and Ms. Eberwein has agreed to waive his or her rights to accelerated vesting of US Airways Group stock options, US Airways Group RSUs, and/or US Airways Group SARs, in each case, solely as a result of the Closing. The executives instead have been provided a right to "double trigger" accelerated vesting of such equity awards upon a qualifying termination in connection with the Closing.

Employee Benefits

The Merger Agreement requires AAG (or the Surviving Corporation or any subsidiary thereof) to continue to provide certain compensation and benefits for at least a period of one year following the Effective Time, as well as take certain actions in respect of employee benefits provided to US Airways Group's employees, including its executive officers. As used herein, the "Surviving Corporation" means US Airways Group, with respect to time periods after the Effective Time pursuant to the Merger Agreement. For a detailed description of these requirements, please see the section entitled "The Merger Agreement Employee Matters" beginning on page 128.

Director Flight Privileges

The Merger Agreement provides that, as of the Effective Time, AAG will provide: (i) positive space, first class, flight privileges to each non-employee member of the US Airways Group board of directors for personal non-business related travel on substantially the same terms as provided as of the date of the Merger Agreement to the fully vested members of the US Airways Group board of directors, which will continue until the later of the death of such individual or such individual's spouse or life partner; (ii) to each non-employee member of the US Airways Group board of directors, participation in AAG's flight benefit program for directors, with the exception that only individuals then serving as members of the board of directors of AAG will be entitled to a tax gross-up with respect to their flight privileges or any flight benefit plan benefits; and (iii) flight privileges to each individual (and such individual's spouse, life partner, and dependent children) who, as of the date the Merger Agreement was executed, was a former member of the US Airways Group board of directors on substantially the same terms as such flight privileges were provided to such individual as of the date of the Merger Agreement. As of December 31, 2012, all but one of the US Airways Group non-employee directors was already fully vested in lifetime flight privileges.

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Indemnification

US Airways Group directors and executive officers have rights to indemnification and directors and officers liability insurance that will survive the Closing.

Treatment of US Airways Group Equity Awards

The Merger Agreement provides that, at the Effective Time, (i) each US Airways Group stock option that is outstanding immediately prior to the Effective Time, whether or not vested, will be converted into an option to purchase a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock underlying the applicable US Airways Group stock option, and AAG will assume such stock option, (ii)(a) each US Airways Group stock-settled SAR that is outstanding immediately prior to the Effective Time, whether or not vested, will be converted into a stock-settled SAR covering a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock underlying the applicable US Airways Group stock-settled SAR, and (b) each US Airways Group cash-settled SAR that is outstanding immediately prior to the Effective Time will be converted into a cash-settled SAR to acquire an amount of cash determined by reference to a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock referenced by the applicable US Airways Group cash-settled SAR and, in each case, AAG will assume such SAR, and (iii)(a) each US Airways Group stock-settled RSU, each of which represents the right to receive one share of US Airways Group common stock, that is outstanding immediately prior to the Effective Time will be converted into a stock-settled RSU with respect to one share of AAG common stock at the Effective Time, and (b) each US Airways Group cash-settled RSU, each of which represents the right to receive the value of one share of US Airways Group common stock, that is outstanding immediately prior to the Effective Time will be converted into the right to receive an amount in cash based on the value of one share of AAG common stock at the Effective Time and, in each case, AAG will assume such RSU. Each assumed US Airways Group stock option, US Airways Group SAR, and US Airways Group RSU will otherwise remain subject to the same terms and conditions of the applicable US Airways Group stock option, US Airways Group SAR, and US Airways Group RSU applicable immediately prior to the Effective Time, except that references to US Airways Group will be deemed to be AAG.

For more information, see the sections entitled *The Merger Agreement The Merger Consideration and the Plan Shares US Airways Group Stock Options and Other Stock Awards* beginning on page 116 and *The Merger Agreement The Merger Consideration and the Plan Shares US Airways Group Stock Options and Other Stock Awards US Airways Group Restricted Stock Units* beginning on page 117.

Treatment of AMR Equity Awards

Pursuant to the Merger Agreement and the Plan, all existing AMR equity awards, including, but not limited to, options to purchase AMR common stock and all awards of any kind consisting of shares of AMR common stock that have been or may be granted, held, awarded, outstanding, payable, or reserved for issuance, will be cancelled, retired, and cease to exist.

New AAG Compensation Plan and Certain Equity Awards

Prior to the Closing, AMR will adopt, to be effective as of the Effective Time, the new American Airlines Group Inc. 2013 Incentive Award Plan (the *AAG 2013 IAP*), which will be substantially in the form of US Airways Group's 2011 Plan, except that the aggregate number of shares of AAG common stock reserved for issuance pursuant to the AAG 2013 IAP will equal 40 million shares of AAG common stock. Employees, directors, and consultants of AAG or any of its affiliates will be eligible to receive awards under the AAG 2013 IAP. For more information relating to the AAG 2013 IAP, see the section entitled *AAG Equity Compensation Plan* beginning on page 188.

The Merger Agreement provides for new equity awards to be issued under the terms of the AAG 2013 IAP, which awards are effective only upon the Closing and will not be cancelled in connection with the Merger. These

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equity awards are described elsewhere in this proxy statement/prospectus. For more information, please see the sections entitled "Proposal 1: The Merger" beginning on page 72 and "AAG Equity Compensation Plan" beginning on page 188.

2013 Equity Awards

For the year 2013, AMR will award long-term incentive awards to its executive officers, which are currently expected to be granted in the form of stock-settled RSUs and which awards will be granted under the AAG 2013 IAP (the "2013 Equity Awards"). The amounts to be awarded to AMR's executive officers under the 2013 Equity Awards will be equal to the dollar amounts of the 2013 equity awards granted to similarly situated executive officers of US Airways Group. The RSUs will vest in equal amounts in April of 2014, 2015, and 2016, subject to continued service. A pro rata amount will vest upon any termination of employment other than a termination of employment by the applicable employer for cause or resignation by the employee without good reason.

Alignment Awards

AMR will award to its executive officers additional long-term incentive awards, which are currently expected to be granted in the form of stock-settled RSUs and which awards will be granted under the AAG 2013 IAP (the "AMR Alignment Awards"). The AMR Alignment Awards will be in an amount equal to one and a half times the prepetition target executive vice president award value for executive vice presidents and senior vice presidents and two times the prepetition target award value applicable to such manager's position for other eligible managers. One third of the award will vest on each of (i) the Closing Date, (ii) 12 months after the Closing Date, and (iii) 24 months after the Closing Date, subject to continued service. The AMR Alignment Awards will fully vest on a termination of employment for which the employee becomes entitled to severance, or vest pro rata upon a termination as a result of retirement, death, or disability.

Horton Letter Agreement

In connection with the entry into the Merger Agreement, on February 13, 2013, AMR entered into a letter agreement with Thomas W. Horton governing his continued service to AAG following the Closing. Pursuant to this letter agreement, Mr. Horton's employment with American will end effective upon the Closing. Effective as of the Closing, Mr. Horton will serve as chairman of the board of AAG until the earlier of (i) one year after the Closing, (ii) the day immediately prior to the first annual meeting of stockholders of AAG (which must in no event occur prior to May 1, 2014), and (iii) the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was designated as a director by AMR pursuant to the Merger Agreement. Effective upon the Closing, Mr. Horton will receive a severance payment equal to \$9.9375 million in cash and \$9.9375 million in shares of AAG common stock. In addition, Mr. Horton will continue to receive lifetime flight and other travel privileges to which he is currently entitled, as well as an office and office support for a period of two years after the Closing. The letter agreement with Mr. Horton will become binding on AMR only upon its approval by the Bankruptcy Court.

Exchange of Shares

Prior to the Effective Time, AMR and US Airways Group will select an exchange agent to exchange shares of US Airways Group common stock for shares of AAG common stock. At the Effective Time, shares of US Airways Group common stock will be converted into the right to receive shares of AAG common stock. All shares of US Airways Group common stock will be cancelled and will cease to exist when so converted, and holders of US Airways Group common stock will cease to have any rights as stockholders of US Airways Group other than the right to receive the AAG common stock and any dividends or other distributions, without interest, provided that holders of US Airways Group common stock will not receive payment of any dividends or distributions with respect to such shares of AAG common stock with a record date after the Effective Time until such shares of US Airways Group common stock have been surrendered to the exchange agent for exchange.

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As soon as reasonably practicable after the Effective Time, the exchange agent selected by AMR and US Airways Group will mail to each holder of record of shares of US Airways Group common stock which were converted into the right to receive common stock of AAG a letter of transmittal and instructions for surrendering such shares of US Airways Group common stock to the exchange agent for AAG common stock.

Litigation Related to the Merger

On March 1, 2013, a putative class action lawsuit captioned Plumbers & Steamfitters Local Union No. 248 Pension Fund v. US Airways Group, Inc., et al., No. CV2013-051605 was filed in the Superior Court of the State of Arizona in Maricopa County. On April 30, 2013, the plaintiffs amended the complaint. The amended complaint names as defendants US Airways Group and certain of its officers and directors, and generally alleges that the consideration to be received by US Airways Group's stockholders in the Merger is inadequate and that there are material omissions in the disclosures contained in this proxy statement/prospectus. The amended complaint also alleges that those officers and directors breached their fiduciary duties in connection with the proposed Merger and that US Airways Group aided and abetted those breaches of fiduciary duty. The amended complaint seeks (i) a declaration that the Merger Agreement is unenforceable, (ii) an injunction against the proposed Merger, or rescission in the event it has been consummated, (iii) a directive to the US Airways Group officers and directors named as defendants to exercise their fiduciary duties to obtain a transaction that is in the best interests of US Airways Group's shareholders, (iv) imposition of a constructive trust on any benefits improperly received by the defendants, (v) an award of fees and costs, including attorneys' and experts' fees, and (vi) other relief as determined by the court. On May 15, 2013, counsel for the named plaintiff filed a motion advising the court that the named plaintiff had sold its shares of US Airways Group common stock and thus was no longer eligible to be a plaintiff in the lawsuit, and seeking court approval to substitute another alleged stockholder as the named plaintiff in the case, which motion is pending with the court. The lawsuit is in a preliminary stage. US Airways Group believes this lawsuit is without merit and intends to vigorously defend against the allegations.

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THE MERGER AGREEMENT

*This section of the proxy statement/prospectus describes material aspects of the Merger Agreement. This summary may not contain all of the information that is important to you. You should carefully read this entire proxy statement/prospectus, including the full text of the Merger Agreement, which is attached as Annex A, and the other documents to which AMR and US Airways Group refer for a more complete understanding of the Merger. In addition, US Airways Group incorporates important business and financial information about US Airways Group into this proxy statement/prospectus by reference. You may obtain the information incorporated by reference by US Airways Group into this proxy statement/prospectus without charge by following the instructions in the section entitled *Additional Information* beginning on page 336.*

Structure of the Merger

Under the terms of the Merger Agreement, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group surviving as a wholly-owned subsidiary of AMR. Immediately following the Closing, AMR will change its name to American Airlines Group Inc., which will be the name of the combined company following the Closing.

Effectiveness of the Merger Agreement

On May 10, 2013, the Bankruptcy Court entered the Merger Support Order. In accordance with the Merger Agreement, upon entry of the Merger Support Order and execution of the Amendment, the Merger Agreement became effective and binding on, and enforceable against, each of the parties thereto retroactive to February 13, 2013.

Closing and Effective Time of the Merger

The Closing will occur on a date to be specified by AMR and US Airways Group, which will be no later than the fifth business day following the satisfaction or waiver of all of the closing conditions provided in the Merger Agreement, except for those conditions that, by their terms, are to be satisfied at the Closing (but subject to the satisfaction or waiver of those conditions), or on such other date as AMR and US Airways Group may agree. The Effective Date will occur contemporaneously with the Closing Date.

Upon the Closing, AMR and US Airways Group will cause an executed and acknowledged certificate of merger to be filed with the Secretary of State of the State of Delaware. At that time, or at such later date or time as the parties may agree in writing and specify in the certificate of merger, the Merger will become effective.

Post-Merger Governing Documents, Directors and Officers, Corporate Name, and Headquarters

AAG Governing Documents. Immediately prior to the Effective Time, the certificate of incorporation of AMR will be amended and restated in its entirety and, at the Effective Time, the bylaws of AMR will be amended and restated in their entirety, in each case until thereafter amended as provided therein or by applicable laws. Immediately following the Effective Time, AMR will further amend its certificate of incorporation to change its name to American Airlines Group Inc. The form of amended and restated certificate of incorporation of AMR, the form of certificate of designations for AAG Convertible Preferred Stock, and the form of amended and restated bylaws of AMR are attached to this proxy statement/prospectus as Annexes B, C, and D, respectively.

AAG Board of Directors. Following the Closing, the board of directors of AAG will consist of 12 members. Five of these directors will be designated by the Search Committee appointed by the UCC and a majority of the Consenting Creditors (and one of such directors will be the lead Independent Director); two of these directors will be designated by AMR and must be reasonably acceptable to the Search Committee; three of these directors will be designated by US Airways Group; and the two remaining directors will be Thomas W. Horton, the

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current chairman and chief executive officer of AMR, who will also serve as chairman of the board of directors of AAG; and W. Douglas Parker, the current chairman and chief executive officer of US Airways Group, who will also serve as chief executive officer of AAG. As of the date of this proxy statement/prospectus, the other members of the board of directors of AAG have not been identified.

Mr. Horton will serve as chairman of the board of directors of AAG until the earliest of:

the date that is the first anniversary of the Closing Date;

the day prior to the date of the first annual meeting of stockholders of AAG following the Closing Date (which will not occur prior to May 1, 2014); and

the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was nominated as a director by AMR pursuant to the Merger Agreement.

Following the earliest of such dates, Mr. Parker will serve as chairman of the board of directors of AAG until the election of a new chairman by the affirmative vote of the board of directors of AAG, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.

Promptly following the date of execution of the Merger Agreement, in accordance with the Merger Agreement, the Search Committee was established to identify and designate the directors to be selected by the Search Committee. The Search Committee is comprised of (i) four members designated by the UCC and (ii) four members designated by a majority of the Consenting Creditors. The Search Committee is being assisted by the UCC's Legal Adviser and a nationally recognized search firm retained by the UCC's Advisers. The Search Committee's mandate is to select director designees based on consensus, but in any event by not less than 75% of the voting members of the Search Committee.

AAG Officers. AMR will take all necessary action to cause Mr. Parker, chairman of the board and chief executive officer of US Airways Group, to be the chief executive officer of AAG as of the Effective Time. Mr. Parker will be the chief executive officer of AAG from the Closing Date until the election of a new chief executive officer by the affirmative vote of the board of directors, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which will include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement. Mr. Parker will designate the additional officers of AAG, subject to the approval of the board of directors of AAG, and Mr. Parker will consult with Mr. Horton in connection with such selections.

US Airways Group Governing Documents. Immediately following the Effective Time, the certificate of incorporation of US Airways Group will be amended and restated and, at the Effective Time, the bylaws of US Airways Group will be amended and restated in their entirety, in each case as set forth in the Merger Agreement and until thereafter amended as provided therein or by applicable laws.

US Airways Group Board of Directors and Officers. The directors and officers of US Airways Group immediately following the Effective Time will be determined by AAG in accordance with US Airways Group's certificate of incorporation and bylaws.

Headquarters; Airline Name. Immediately following the Effective Time, the headquarters of AAG and US Airways Group will be located at 4333 Amon Carter Blvd., Fort Worth, Texas. AAG will operate under the American Airlines® brand.

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The Merger Consideration and the Plan Shares

Conversion of US Airways Group Common Stock. At the Effective Time, each share of US Airways Group common stock issued and outstanding immediately prior to the Effective Time (other than any shares of US Airways Group common stock directly owned by US Airways Group, AMR, or AMR Merger Sub) will be converted into the right to receive one share of common stock of AAG. All shares of US Airways Group common stock will be cancelled and will cease to exist when so converted, and holders of US Airways Group common stock will cease to have any rights as stockholders of US Airways Group other than the right to receive the AAG common stock and any dividends or other distributions, without interest, as described under the heading *Exchange Procedures* below.

Plan Shares. Pursuant to and in accordance with the Plan, all allowed prepetition general unsecured claims against the Debtors (other than intercompany claims), all equity interests in AMR, and all rights of labor groups of the Debtors to receive AAG common stock in connection with the Plan, will be fully settled and satisfied with Plan Shares. The aggregate number of shares of AAG common stock constituting Plan Shares, when taken together with all shares of AAG common stock that are or may become issuable upon conversion or exchange of shares of AAG Convertible Preferred Stock constituting Plan Shares, will not exceed a number of shares of AAG common stock equal to the Maximum Plan Shares.

Certificate of Designation of the AAG Convertible Preferred Stock. AMR, US Airways Group, and AMR Merger Sub agreed to cooperate in good faith to approve a certificate or certificates of designations to the AAG Certificate of Incorporation as reasonably necessary to create the shares of AAG Convertible Preferred Stock prior to the date this proxy statement/prospectus is initially mailed to US Airways Group stockholders. See the section entitled *The Plan of Reorganization AAG Convertible Preferred Stock* beginning on page 151 and the form of certificate of designations for Series A Convertible Preferred Stock, which is attached to this proxy statement/prospectus as Annex C.

Cancellation of Other US Airways Group Common Stock. At the Effective Time, shares of US Airways Group common stock directly owned by US Airways Group, AMR, or AMR Merger Sub, will be cancelled without payment of any consideration therefor and will cease to exist.

Conversion of AMR Merger Sub Stock. At the Effective Time, each share of common stock of AMR Merger Sub issued and outstanding immediately prior to the Effective Time will be converted into one share of common stock of the Surviving Corporation.

Exchange Procedures. As soon as reasonably practicable after the Effective Time, an exchange agent selected by AMR and US Airways Group will mail to each holder of record of any share of US Airways Group common stock that was converted into the right to receive common stock of AAG a letter of transmittal and instructions for surrendering its shares of US Airways Group common stock to the exchange agent for AAG common stock. Upon the proper surrender of the holder's shares of US Airways Group common stock, the stockholder will be entitled to receive in exchange for the stockholder's shares:

whole shares of AAG common stock that the holder is entitled to receive pursuant to the Merger, as described under the heading *Conversion of US Airways Group Common Stock* above; and

a check in the amount of any dividends or other distributions that the holder has the right to receive as described in the next paragraph.

The shares of AAG common stock delivered and any cash paid in connection with any dividends or other distributions to which a US Airways Group stockholder is entitled as a result of the receipt of AAG common stock upon conversion of any shares of US Airways Group common stock will constitute full satisfaction of all rights pertaining to such shares of US Airways Group common stock.

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No dividends or other distributions declared or made with respect to AAG common stock with a record date after the Effective Time will be paid to the holder of any unsurrendered shares of US Airways Group common stock with respect to shares of AAG common stock deliverable upon surrender of shares of US Airways Group common stock until the surrender of such shares of US Airways Group common stock. Following surrender of any such shares, there will be paid to the holder of the shares, without interest, (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such number of whole shares of AAG common stock that such holder has the right to receive, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such number of whole shares of AAG common stock that such holder has the right to receive.

AMR Equity. At the Effective Time, and after giving effect to the Confirmation Order and the Plan, all outstanding shares of AMR common stock or preferred stock, all options to purchase shares of AMR common stock or preferred stock, and all awards of any kind consisting of shares of AMR common stock or preferred stock, that have been or may be granted, held, awarded, outstanding, payable, or reserved for issuance, and all other equity securities of AMR, including all securities or obligations convertible or exchangeable into or exercisable for shares of AMR common stock, preferred stock, or other equity securities of AMR, and each other right of any kind, contingent or accrued, to acquire or receive shares of AMR common stock, preferred stock, or other equity securities of AMR, whether upon exercise, conversion, or otherwise, whether vested or unvested, will, pursuant to the Plan, and without any action on the part of the holder thereof, be cancelled and retired and will cease to exist. AAG common stock, AAG Convertible Preferred Stock, and any other equity securities or rights to acquire or receive equity securities or any other awards of any kind relating to AAG that are issued in accordance with or pursuant to the Merger Agreement or the Plan will not be cancelled.

No Dissenters' Rights. In accordance with Section 262 of the DGCL, no appraisal rights will be available to holders of shares of US Airways Group common stock in connection with the Merger.

US Airways Group Stock Options and Other Stock Awards

US Airways Group Stock Options and Stock Appreciation Rights. At the Effective Time, each US Airways Group stock option and each US Airways Group stock-settled SAR outstanding immediately prior to the Effective Time, whether vested or unvested, will convert into a stock option or a stock-settled SAR, as applicable, to acquire a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock subject to the US Airways Group stock option or US Airways Group stock-settled SAR, at an exercise price per share of AAG common stock equal to the exercise price per share subject to the original stock option or SAR, and subject to the terms and conditions applicable to the US Airways Group stock option or US Airways Group stock-settled SAR immediately prior to the Effective Time. In the case of any US Airways Group stock option to which Section 421 of the Code applies by reason of its qualification (as an incentive stock option) under either Section 422 or 424 of the Code, the option price, the number of shares purchasable pursuant to such option, and the terms and conditions of exercise of such option will be determined in a manner that complies with Section 424(a) of the Code.

At the Effective Time, each US Airways Group cash-settled SAR outstanding immediately prior to the Effective Time, whether vested or unvested, will convert into a cash-settled SAR to acquire an amount of cash determined by reference to the number of shares of AAG common stock equal to the number of shares of US Airways Group common stock referenced by the US Airways Group cash-settled SAR, at an exercise price per share of AAG common stock equal to the exercise price per share of the US Airways Group common stock under such US Airways Group cash-settled SAR, and subject to the terms and conditions applicable to the US Airways Group cash-settled SAR immediately prior to the Effective Time.

Each US Airways Group stock option and each US Airways Group SAR will be adjusted in a manner which complies with Section 409A of the Code and that causes the resulting converted option, converted cash-settled

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SAR, or converted stock-settled SAR not to constitute the grant of a new option or SAR or a change in the form of payment of an option or SAR, as provided under Treasury Regulation Section 1.409A-1(b)(5)(v)(D).

US Airways Group Restricted Stock Units. At the Effective Time, each award of US Airways Group stock-settled RSUs outstanding immediately prior to the Effective Time will convert into a number of stock-settled RSUs corresponding to shares of AAG common stock equal to the number of shares of US Airways Group common stock subject to such US Airways Group stock-settled RSU award, and will be subject to the same terms and conditions applicable to the US Airways Group stock-settled RSU award immediately prior to the Effective Time.

At the Effective Time, each award of US Airways Group cash-settled RSUs outstanding immediately prior to the Effective Time will convert into the right to receive an amount in cash based on a number of shares of AAG common stock equal to the number of shares of US Airways Group common stock referenced under the US Airways Group cash-settled RSU award immediately prior to the Effective Time and will be subject to the same terms and conditions applicable to the US Airways Group cash-settled RSU award immediately prior to the Effective Time.

Each award of US Airways Group stock-settled RSUs and each award of US Airways Group cash-settled RSUs will be adjusted in a manner which complies with Section 409A of the Code.

US Airways Group Equity Plans

At the Effective Time, AAG will assume all obligations of US Airways Group under the 2011 Plan, the 2008 Plan, the 2005 Plan, and the America West 2002 Incentive Equity Plan (the 2002 Plan), each outstanding US Airways Group stock option, US Airways Group stock-settled SAR, US Airways Group stock-settled RSU, US Airways Group cash-settled SAR, and US Airways Group cash-settled RSU, and the agreements evidencing such grants. As soon as practicable after the Effective Time, AAG will deliver to holders of US Airways Group stock options, US Airways Group stock-settled SARs, US Airways Group stock-settled RSUs, US Airways Group cash-settled SARs, and US Airways Group cash-settled RSUs appropriate notices setting forth such holders' rights pursuant to the respective US Airways Group equity plans, and the agreements evidencing the grants of such awards will continue in effect on the same terms and conditions.

In connection with the Merger, AMR or AAG will file with the SEC a registration statement on Form S-8 for shares of AAG common stock issuable upon exercise or vesting of each converted US Airways Group stock option, stock-settled SAR, and converted US Airways Group stock-settled RSU.

Withholding Rights

AAG, AMR Merger Sub, the Surviving Corporation, and the exchange agent will be entitled to deduct and withhold from amounts otherwise payable under the Merger Agreement any amounts that they are required to deduct and withhold with respect to such payments under the Code, Treasury Regulations promulgated under the Code, or any provision of state, local, or foreign tax law. Any amounts so deducted and withheld will be timely paid to the appropriate governmental entity and treated for all purposes of the Merger Agreement as having been paid to the person in respect of which such deduction and withholding was made.

Representations and Warranties

The Merger Agreement contains representations and warranties made by AMR and AMR Merger Sub to US Airways Group and by US Airways Group to AMR and AMR Merger Sub. The assertions embodied in those representations and warranties are qualified by information in (i) the forms, statements, schedules, reports, and documents filed with the SEC by AMR or US Airways Group, respectively, on or after January 1, 2012 and prior to February 13, 2013 to the extent the qualifying nature of such disclosure with respect to a specific representation and warranty is readily apparent therefrom (excluding any disclosures included in any such report

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that are predictive or forward-looking in nature or included in any risk factor disclosure) and (ii) the disclosure letter delivered to US Airways Group by AMR concurrently with the execution and delivery of the Merger Agreement (the AMR Disclosure Letter) and the disclosure letter delivered to AMR by US Airways Group concurrently with the execution and delivery of the Merger Agreement (the US Airways Disclosure Letter). While US Airways Group and AMR do not believe that either the AMR Disclosure Letter or the US Airways Group Disclosure Letter contain information that securities laws require the companies to publicly disclose other than information that has already been so disclosed, the AMR Disclosure Letter and the US Airways Group Disclosure Letter may contain information that modifies, qualifies, and creates exceptions to the representations and warranties set forth in the attached Merger Agreement. Accordingly, these representations and warranties should not be relied on as characterizations of the actual state of facts, since they may be modified in important respects by the underlying AMR Disclosure Letter and the US Airways Group Disclosure Letter. Each of the AMR Disclosure Letter and the US Airways Group Disclosure Letter contains information that in some cases has been included in that company s general prior public disclosures and also may contain additional non-public information.

The Merger Agreement contains customary and substantially reciprocal representations and warranties by each of AMR, AMR Merger Sub, and US Airways Group relating to, among other things:

organization, good standing, and qualification;

capital structure;

corporate authority, approval and, as to US Airways Group, fairness matters;

governmental filings, absence of violations, and certain contracts;

SEC filings and financial statements;

absence of certain changes;

litigation;

employee benefits;

compliance with laws and licenses;

material contracts;

real property;

takeover statutes;

environmental matters;

taxes;

labor matters;

intellectual property and information technology assets;

Foreign Corrupt Practices Act and UK Bribery Act matters;

aircraft;

Slots;

major airports;

U.S. citizen and air carrier status;

insurance; and

brokers and finders.

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Conduct of Business pending the Merger

The Merger Agreement provides that, after the date of the Merger Agreement until the Effective Time, except as otherwise expressly required by the Merger Agreement or applicable laws, or except as US Airways Group or AMR, as applicable, may approve in writing (which approval may not be unreasonably withheld, conditioned, or delayed), and subject to certain other agreed upon exceptions set forth in the AMR Disclosure Letter and the US Airways Disclosure Letter: (i) the business of the parties and their respective subsidiaries will be conducted in the ordinary and usual course (with respect to AMR, as such business was conducted prior to filing of the Chapter 11 Cases) and, to the extent consistent therewith, the parties and their respective subsidiaries will use their respective reasonable best efforts to preserve their business organizations intact and maintain existing relations and goodwill with governmental entities, customers, suppliers, distributors, creditors, lessors, employees, and business associates and keep available the services of the present employees and agents of the parties and their respective subsidiaries (with respect to AMR, provided that, this will not restrict the Debtors from carrying out their fiduciary and statutory responsibilities in the administration of the Chapter 11 Cases, including without limitation, but subject to the consent of US Airways Group in certain instances, the assumption and rejection of contracts) and (ii) without limiting the foregoing, each of the parties will not and will not permit its respective subsidiaries to:

adopt or propose any change in its certificate of incorporation or bylaws or other applicable governing instruments or amend any term of the shares of US Airways Group or AMR, as applicable;

merge or consolidate US Airways Group or AMR or any of their respective subsidiaries with any other person, except for any such transactions among wholly-owned subsidiaries of US Airways Group or AMR, as applicable, that are not obligors or guarantors of third-party indebtedness, or adopt a plan of liquidation;

acquire or dispose of any assets, properties, operations, or businesses or make any capital expenditures other than (i) capital expenditures made in accordance with AMR's or US Airways Group's capital expenditure budgets for calendar year 2013, as applicable, or (ii) certain other exceptions;

issue, sell, pledge, dispose of, grant, transfer, lease, license, guarantee, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer, lease, license, guarantee, or encumbrance of, any shares of capital stock of US Airways Group or AMR, as applicable, or any of its subsidiaries (or, with respect to AMR, of any successor or parent company thereof), or securities convertible or exchangeable into or exercisable for any shares of that capital stock, or any options, warrants, conversion rights, SARs, redemption rights, repurchase rights, agreements, arrangements, calls, commitments, or rights of any kind to acquire any shares of that capital stock or those convertible or exchangeable securities, other than (i) the issuance of shares in connection with the grant of certain permitted awards (including, with respect to US Airways Group, the grant of any US Airways Group stock-settled RSUs permitted prior to but not after the sixth trading day prior to the Closing, the issuance of shares of US Airways Group common stock upon the exercise or vesting of US Airways Group options, stock-settled SARs or stock-settled RSUs, or the conversion of the US Airways 7.25% Convertible Notes or the US Airways 7% Convertible Notes); (ii) the issuance of shares by US Airways Group of US Airways Group common stock prior to but not after the sixth trading day prior to the Closing, (iii) the issuance of shares by a wholly-owned subsidiary of US Airways Group or AMR, as applicable, to its respective parent company or a sister entity; and (iv) certain other exceptions;

create or incur any lien material to US Airways Group or AMR, as applicable, or any of its subsidiaries on any assets of the respective company or any of its subsidiaries having a value in excess of, in the aggregate, \$120 million with respect to AMR and \$50 million with respect to US Airways Group, subject to certain exceptions;

make any loans, advances, or capital contributions to or investments in any person in excess, in the aggregate, of \$140 million with respect to AMR and \$60 million with respect to US Airways Group, subject to certain exceptions;

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declare, set aside, or pay any dividend or distribution on any shares of the common stock of US Airways Group or AMR, as applicable, or any shares of capital stock of any subsidiaries of the respective company, other than capital stock of wholly-owned subsidiaries and subject to certain other exceptions;

reclassify, split, combine, subdivide, or repurchase, redeem, or otherwise acquire, directly or indirectly, any of its capital stock or securities convertible or exchangeable into or exercisable for any shares of its capital stock;

incur any indebtedness or guarantee such indebtedness of another person, or issue or sell any debt securities or warrants or other rights to acquire any debt security of US Airways Group or AMR, as applicable, or any of its subsidiaries, except for:

- i indebtedness incurred in the ordinary course of business not to exceed, in the aggregate, \$420 million with respect to AMR and \$180 million with respect to US Airways Group;
- i guarantees by US Airways Group or AMR of indebtedness of its wholly-owned subsidiaries or guarantees by subsidiaries of indebtedness of US Airways Group or AMR, as applicable;
- i purchase or acquisition financing with respect to certain aircraft or engines set forth in the AMR Disclosure Letter and the US Airways Disclosure Letter; or
- i interest rate swaps on customary commercial terms consistent with past practice and not to exceed \$420 million with respect to AMR and \$180 million with respect to US Airways Group of notional debt in the aggregate in addition to notional debt currently under swap or similar arrangements;

other than in the ordinary course of business, enter into (i) any contract that would have been a material contract for purposes of the Merger Agreement had it been entered into prior to the date of the Merger Agreement; (ii) any CBAs or other labor union contracts applicable to any employees of US Airways Group or AMR, as applicable, or any of its subsidiaries with respect to their employment with US Airways Group or AMR, as applicable, or any of its subsidiaries, or (iii) any lease which requires payments in excess of \$25 million per annum;

enter into any contract that is a material co-branded credit card agreement or credit card processing agreement, is a capacity purchase, regional carrier, or similar agreement, is any aircraft or engine purchase agreement, relates to or provides for a new replacement or material enhancement of any reservation system, flight operating system, crew, or maintenance system, frequent flyer system, or other system, or materially increases US Airways Group's or AMR's, as applicable, financial or term commitment to any such system, or is an information technology agreement with a term of over five years or that would reasonably be expected to require expenditures greater than \$25 million over its term;

make any changes with respect to material accounting policies, except as required by changes in GAAP or by applicable law or as US Airways Group or AMR, as applicable, after consultation with the other party to the Merger Agreement and its own independent auditors, determines in good faith is preferable;

settle any litigation or other proceedings before a governmental entity for an amount to be paid by US Airways Group or AMR, as applicable, or any of its subsidiaries, that is greater than \$120 million with respect to AMR and \$50 million with respect to US Airways Group and, in each case, which would be reasonably likely to have a material adverse impact on the applicable company's or its subsidiaries' operations, unless, in the case of AMR, such settlement is with respect to claims that would be exchanged for Plan

Shares;

other than in the ordinary course of business, amend or modify in any material respect, or terminate or waive any material right or benefit under, any (i) contract that would have been a material contract for purposes of the Merger Agreement had it been entered into prior to the date of the Merger

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Agreement; (ii) CBAs or other labor union contracts applicable to any employees of US Airways Group or AMR, as applicable, or any of its subsidiaries with respect to their employment with US Airways Group or AMR, as applicable, or any of its subsidiaries; or (iii) lease which requires payments in excess of \$25 million per annum;

cancel, modify, or waive any debts or claims held by either party or waive any rights having in the aggregate a value in excess of \$70 million with respect to AMR and \$30 million with respect to US Airways Group, subject to certain exceptions;

amend or modify in any material respect, or terminate or waive any material right or benefit under, any contract that is a material co-branded credit card agreement or credit card processing agreement, is a capacity purchase, regional carrier, or similar agreement, is any aircraft or engine purchase agreement, relates to any existing reservation system, flight operating system, crew or maintenance system, frequent flyer system or other system, which amendment or modification would replace or materially enhance such system or materially increase the financial or term commitment of US Airways Group or AMR, as applicable, to such system, or is an information technology agreement with a term of over five years or that would reasonably be expected to require expenditures greater than \$25 million over its term;

amend any material tax return, make any material tax election, or take any material position on any material tax return filed on or after the date of the Merger Agreement or adopt any method therefor that is inconsistent with elections made, positions taken, or methods used in preparing or filing similar tax returns in prior periods, except as required by law or by any currently effective tax sharing agreement listed in the AMR Disclosure Letter or the US Airways Disclosure Letter, as applicable;

except in connection with the replacement or promotion of any existing employee on compensation terms that are consistent with past practice for the applicable position, as required by agreements executed and delivered prior to the date of the Merger Agreement, as contemplated by employee benefit plans or CBAs in effect as of the date of the Merger Agreement, or as otherwise required by applicable law:

- i enter into any commitment to provide any severance, termination, or change in control benefits to any director, officer, or employee of US Airways Group or AMR, as applicable, or its subsidiaries other than the payment of benefits in the ordinary course of business consistent with past practice for officers or employees of similar seniority or with respect to any newly-hired employees on terms that are consistent with past practice for the applicable position;
- i materially increase the benefits payable under any existing severance, termination, or change in control benefits policy or agreement;
- i enter into any employment agreement with any director, officer, or employee of US Airways Group or AMR or their subsidiaries, as applicable, except with respect to newly-hired employees on terms consistent with past practice;
- i establish, adopt, materially amend, or terminate any material employment agreement or material employee benefit plan;
- i materially increase the benefits payable under or make any new awards under, any material employment agreement or material employee benefit plan or pay any bonus to any director, officer, or employee of US Airways Group or AMR, as applicable, or any of its subsidiaries, except for increases, new awards, or payments in the ordinary course of business consistent with past practice;
- i

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take any action to accelerate the vesting or payment of any compensation or benefits under any material employment agreement or material employee benefit plan, to the extent not already required in any such material employment agreement or material employee benefit plan;

- i materially change any actuarial or other assumptions used to calculate funding obligations with respect to any material employment agreement or material employee benefit plan or materially change the manner in which contributions to such plans are made (notwithstanding, with respect

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to AMR, any failure to make contributions during the pendency of the Chapter 11 Cases and other than with respect to making all minimum required contributions (within the meaning of Section 303 of the Employee Retirement Income Security Act of 1974, as amended (ERISA)) as required by the Merger Agreement) or the basis on which such contributions are determined, except as may be required by GAAP; or

i materially amend the terms of any outstanding equity-based award;

decrease or defer in any material respect the level of training provided to the employees of US Airways Group or AMR, as applicable, or any of its subsidiaries or the level of costs expended in connection therewith;

fail to keep in effect any governmental route authority in effect and used by any subsidiary of US Airways Group or AMR, as applicable, as of the date of the Merger Agreement, unless that failure occurs in the ordinary course of business consistent with past practice;

fail to maintain insurance at levels at least comparable to current levels or otherwise in a manner consistent with past practice;

take any action, or fail to take action, which action or failure could result in the loss to US Airways Group or AMR, as applicable, of Slots with an aggregate value in excess of \$60 million with respect to AMR and \$25 million with respect to US Airways Group;

fail to notify the other party in writing of any incidents or accidents occurring on or after the date of the Merger Agreement involving any property owned or operated by US Airways Group or AMR, as applicable, that resulted or could reasonably result in damages or losses in excess of \$140 million with respect to AMR and \$60 million with respect to US Airways Group;

fail to continue, in respect of all of AMR's and US Airways Group's aircraft, all material maintenance programs consistent with past practice (except as required or permitted by applicable law), including using reasonable best efforts to keep all such aircraft (except with respect to such aircraft in storage) in such condition as may be necessary to enable the airworthiness certification of such aircraft under the Federal Aviation Act to be maintained in good standing at all times;

knowingly take or permit any of its subsidiaries to take any action or refrain from taking any action the result of which would be reasonably expected to result in any of the closing conditions in the Merger Agreement not being satisfied; or

agree or commit or, in the case of AMR only, seek Bankruptcy Court approval, to do any of the foregoing.

Bankruptcy Matters

As required by the terms of the Merger Agreement, on February 22, 2013, AMR filed a motion with the Bankruptcy Court seeking entry of the Merger Support Order. On May 10, 2013, the Bankruptcy Court entered the Merger Support Order. In accordance with the Merger Agreement, upon entry of the Merger Support Order and execution of the Amendment, the Merger Agreement became effective and binding on, and enforceable against, each of the parties thereto retroactive to February 13, 2013.

The Debtors have also agreed to prepare, as soon as reasonably practicable after the execution of the Merger Agreement, a draft Plan pursuant to which, among other things, the Merger will be consummated, as well as an accompanying Disclosure Statement. The Plan, the Disclosure Statement, and a proposed Confirmation Order must be provided in draft form to US Airways Group and its legal and financial advisers and the UCC's Advisers for review and comment a reasonable period of time in advance of any filing thereof. The Debtors will also use their reasonable best efforts to provide drafts of any proposed modifications, amendments, supplements, exhibits, and similar documents related to the Plan or the Disclosure Statement to US Airways Group and its counsel and the UCC's Advisers within a reasonable period of time prior to the date on which

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the Debtors intend to file such documents with the Bankruptcy Court, and all Plan Related Documents must be reasonably acceptable to US Airways Group.

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AMR has also agreed to cause each of the Debtors to include in the approved Disclosure Statement a statement that the AMR board of directors recommends that the stakeholders of the Debtors who are entitled to vote on the Plan accept the Plan and a statement provided by the UCC that the UCC recommends that the unsecured creditors holding claims against the Debtors who are entitled to vote on the Plan accept the Plan.

With respect to filing of the Plan and the Disclosure Statement, the Debtors are required to use their reasonable best efforts to file the Plan and the Disclosure Statement, in form and substance reasonably acceptable to US Airways Group, by the 30th day following the later of (i) the date on which US Airways Group provides initial comments to the same or (ii) entry of the Merger Support Order. Thereafter, the Debtors, in consultation with US Airways Group, will use their reasonable best efforts to (a) obtain approval of the Disclosure Statement pursuant to an order, in form and substance reasonably acceptable to AMR and US Airways Group, by the 75th day following the filing of the Plan and the Disclosure Statement and (b) commence solicitation of the Plan as soon as reasonably practicable after the Disclosure Statement is approved. Subject to the terms and provisions of the Merger Agreement, the Debtors will diligently pursue confirmation and consummation of the Plan and use their reasonable best efforts to file the proposed Confirmation Order promptly following the end of the period to solicit acceptances of the Plan. AMR and the other Debtors filed the Plan and the Disclosure Statement with the Bankruptcy Court on April 15, 2013.

US Airways Group, upon request from the Debtors, must use reasonable best efforts to assist and cooperate with the Debtors in the Plan solicitation process and/or assist the Debtors in obtaining entry of the proposed Confirmation Order. Additionally, US Airways Group may not unreasonably delay, condition, or withhold its consent to a proposed Plan, Disclosure Statement, proposed Confirmation Order, or any Plan Related Documents or withhold its consent to any Plan, Plan related document, or proposed Confirmation Order that is consistent with the terms of the Merger Agreement and satisfies the requirements of a conforming Plan (except with respect to financial projections relating to AAG which must be reasonably acceptable to US Airways Group). A conforming Plan must have the following components:

(i) a condition precedent to the occurrence of the Effective Date will be the occurrence of the Closing under the Merger Agreement; and (ii) any material conditions in the Plan that are not also conditions to the obligations of AMR under the Merger Agreement will be reasonably acceptable to US Airways Group (provided that US Airways Group may not object to the inclusion in the Plan of a condition precedent to the occurrence of the Effective Date that the aggregate estimated allowed prepetition general unsecured claims (excluding intercompany claims) against the Debtors will not exceed \$8 billion);

all allowed prepetition general unsecured claims against the Debtors (other than allowed convenience claims satisfied in cash and intercompany claims which will be extinguished or reinstated), all equity interests in AMR, and all rights of labor groups of the Debtors to receive shares of AAG common stock in connection with the Plan, will be fully settled and satisfied only with Plan Shares;

the aggregate amount of cash payable to satisfy allowed convenience claims will not exceed \$25 million; and

all equity held by a Debtor in any other Debtor (other than AMR) will not be cancelled and will continue to be owned by or for the benefit of the respective Debtor, as reorganized.

In addition, a Plan must provide that certain employee-related matters and employee arrangements set forth in the Merger Agreement and the AMR Disclosure Letter will be in effect.

The Debtors will also reasonably cooperate with US Airways Group and its counsel in connection with any discovery and hearings in connection with the Merger Agreement, the Disclosure Statement, or the Plan and any transactions contemplated by such documents. The Debtors must also timely file an objection, and prosecute such objection in good faith, to any motion seeking the entry of an order (i) modifying or terminating the Debtors' exclusive right to file and/or solicit acceptances of a Plan, (ii) directing the appointment of an examiner with expanded powers or a trustee, (iii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iv) dismissing the Chapter 11 Cases.

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In addition, the Debtors will not, without the written consent of US Airways Group (such consent not to be unreasonably withheld, conditioned, or delayed):

move for or support any order authorizing or directing, or provide in the Plan for, the assumption or rejection of certain material contracts, leases, or CBAs of AMR, unless US Airways Group had previously consented to any amendment, modification, or termination of such contract or lease under the restrictions described above in the section entitled the *The Merger Agreement Conduct of Business pending the Merger* beginning on page 119;

settle, compromise, or otherwise agree to resolve any prepetition general unsecured claims against the Debtors or equity interests in AMR with any payment of cash or other assets or with any other right or benefits, other than (a) the right to receive the Plan Shares pursuant to the Plan, or (b) payments of cash not to exceed \$25 million in the aggregate;

settle, compromise, amend, or otherwise agree to resolve the other post-employment benefits accounted for under ASC 715-60 Defined Benefit Plans Other Postretirement of the Debtors, other than any settlement, compromise, or other agreement that satisfies all such obligations solely in exchange for a right to receive Plan Shares pursuant to the Plan;

prepay any prepetition secured indebtedness of any Debtor with any payment of cash or other assets except (a) as may be required by the existing terms of any contract governing such indebtedness, (b) in connection with a refinancing that is permitted by AMR under the covenants referred to in the section entitled the *The Merger Agreement Conduct of Business pending the Merger* beginning on page 119, or (c) payments of cash not to exceed \$25 million in the aggregate; or

assert any objection (and if requested by US Airways Group, consent in writing) to the standing of US Airways Group to appear and object before the Bankruptcy Court to any action that would be subject to US Airways Group's consent pursuant to the Merger Agreement, whether individually or in the aggregate, but to which US Airways Group has not provided such consent.

The Debtors must also use their reasonable best efforts to include in any release and exculpation provisions of the Plan that US Airways Group and (to the extent included for AMR) its agents, directors, officers, employees, representatives, advisers, attorneys, subsidiaries, and affiliates are beneficiaries of such provisions.

Rights of the UCC

Subject to existing confidentiality agreements and the protective order entered by the Bankruptcy Court on January 27, 2012 and amended on March 23, 2012 in connection with the Chapter 11 Cases, AMR and US Airways Group have agreed, from February 13, 2013 to the Closing, to (i) keep the UCC's Advisers reasonably apprised of the status of matters relating to the completion of the transactions contemplated by the Merger Agreement, (ii) furnish the UCC's Legal Adviser with all notices, correspondence, and other communications exchanged pursuant to the Merger Agreement, and (iii) promptly provide the UCC's Advisers with any information reasonably requested by the UCC's Advisers relating to the completion of the transactions contemplated by the Merger Agreement. AMR and US Airways Group will also provide prompt notice to the UCC's Legal Adviser of any change, fact, or condition that, to its knowledge, is reasonably expected to result in a failure of any condition to effect the Merger. AMR and US Airways Group also agree to negotiate in good faith with the UCC's Advisers with respect to any consent rights requested by the UCC under the Plan.

Acquisition Proposals

As further described below, the Merger Agreement restricts US Airways Group and AMR and their respective representatives from initiating, soliciting, knowingly encouraging, or facilitating certain inquiries, proposals, or offers with respect to a competing acquisition proposal, including the acquisition of a significant equity interest in US Airways Group or AMR (including AMR as reorganized pursuant to the Bankruptcy Code) or the acquisition of a significant portion of the assets of US Airways Group or AMR, or, in the case of AMR, the

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acquisition of claims against AMR that would entitle the purchaser to a significant equity interest in AMR (as reorganized pursuant to the Bankruptcy Code) or any plan of reorganization of AMR other than the Plan. However, each of US Airways Group or AMR may consider competing, unsolicited acquisition proposals and enter into discussions or negotiations regarding such acquisition proposals, if its board of directors determines that any such acquisition proposal constitutes, or is reasonably likely to lead to, a superior proposal and that the failure to take such action is reasonably likely to be inconsistent with its fiduciary duties under applicable law.

The Merger Agreement provides that, unless otherwise permitted by the Merger Agreement, neither AMR nor US Airways Group, as applicable, nor any of their respective subsidiaries nor any of the officers and directors of either or any of their subsidiaries will, and that it will not authorize, permit, or cause its and its subsidiaries' representatives to, directly or indirectly:

initiate, solicit, or knowingly encourage or facilitate any acquisition proposal;

provide any confidential information or data to, or engage in any discussions or negotiations with, any party relating to any acquisition proposal;

enter into a letter of intent or other agreement or arrangement with respect to any acquisition proposal or, with respect to AMR, seek authority from the Bankruptcy Court to enter into such agreement; or

otherwise knowingly encourage or facilitate any effort or attempt by any party other than AMR or US Airways Group, as applicable, to make or implement an acquisition proposal.

Pursuant to the Merger Agreement, an acquisition proposal is any inquiry, proposal, or offer with respect to any:

merger, consolidation, or similar transaction (other than the Merger contemplated by the Merger Agreement) pursuant to which any third party would become the beneficial owner of 10% or more of the outstanding shares of common stock or the outstanding voting power of, with respect to US Airways Group, US Airways Group or US Airways or, with respect to AMR, AMR, American, AMR Eagle, or American Eagle (as reorganized pursuant to the Bankruptcy Code or prior to such reorganization if acquired to influence acceptance or rejection of the Plan, the management or control of AMR and its subsidiaries or the reorganization of the Debtors), or, if applicable, any surviving entity or the parent entity resulting from any such transaction, immediately upon consummation thereof;

purchase of 10% or more of the equity securities or other ownership interests in, with respect to US Airways Group, US Airways Group or US Airways (other than a public offering of equity securities registered pursuant to the Securities Act) or, with respect to AMR, AMR, American, AMR Eagle, or American Eagle (as reorganized pursuant to the Bankruptcy Code or prior to such reorganization if acquired to influence acceptance or rejection of the Plan, the management or control of AMR and its subsidiaries or the reorganization of the Debtors);

purchase of 10% or more of the assets of AMR or US Airways Group, as applicable;

with respect to AMR only, purchase of outstanding claims in an amount that would entitle the purchaser of such claims to 10% or more of the equity securities or other ownership interests in AMR or American (as reorganized pursuant to the Bankruptcy Code); or

with respect to AMR only, plan of reorganization of any Debtor other than the Plan.

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In addition, except as permitted by the Merger Agreement, from the date of the Merger Agreement until the Effective Time or the termination of the Merger Agreement in accordance with its terms, neither AMR nor US Airways Group, as applicable, nor their respective boards of directors nor any committee thereof, will do any of the following, any of which would constitute a change in recommendation by such board of directors:

withdraw or modify in a manner adverse to the other party to the Merger Agreement the recommendation of that board of directors of the Merger Agreement or the Merger;

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recommend any acquisition proposal;

fail to include the recommendation of that board of directors of the Merger, with respect to AMR, in the Disclosure Statement or, with respect to US Airways Group, in this prospectus/proxy statement; or

take, resolve to take, or permit AMR or US Airways Group, as applicable, or any of their respective subsidiaries or representatives to take, any action described in the preceding three bullet points.

However, before, but not after, with respect to AMR, the entry of the Confirmation Order by the Bankruptcy Court or, with respect to US Airways Group, receipt of the stockholder approval, nothing in the Merger Agreement prevents either AMR or US Airways Group, as applicable (or any of their respective subsidiaries or representatives, or their boards of directors or any committee thereof), from (i) complying with its disclosure obligations under applicable law with regard to an acquisition proposal, provided that, except in specified circumstances, any such disclosure will be deemed a change in recommendation unless the applicable board of directors publicly reaffirms its recommendation of the Merger Agreement and the Merger in such disclosure, (ii) providing information in response to a request for information by the party who has made an unsolicited bona fide written acquisition proposal, or (iii) engaging in any discussions or negotiations with any party who has made an unsolicited bona fide written acquisition proposal, provided that:

AMR or US Airways Group, as applicable, has not otherwise breached its obligations regarding acquisition proposals in connection with the receipt of the unsolicited bona fide written acquisition proposal;

the party making such acquisition proposal executes a customary confidentiality agreement (excluding standstill provisions) that is no less favorable in any material respect to AMR or US Airways Group, as applicable, than those contained in the non-disclosure agreements between AMR and US Airways Group entered into in connection with the Merger;

the board of directors of AMR or US Airways Group, as applicable, reasonably determines that the unsolicited bona fide written acquisition proposal constitutes, or is reasonably likely to lead to a superior proposal; and

the board of directors of AMR or US Airways Group, as applicable, reasonably determines, after consultation with its outside legal counsel, that, in light of the unsolicited bona fide written acquisition proposal, a failure to take such action is reasonably likely to be inconsistent with its fiduciary duties under applicable law to, with respect to AMR, the stakeholders of the Debtors or, with respect to US Airways Group, the stockholders of US Airways Group.

A superior proposal is an acquisition proposal by a party other than, with respect to AMR, US Airways Group or its subsidiaries or the Debtors or their subsidiaries or, with respect to US Airways Group, AMR or its subsidiaries or US Airways Group or its subsidiaries that, (i) with respect to AMR, is not, or is not substantially equivalent to, a plan of reorganization in which the Debtors would emerge from the Chapter 11 Cases without entering into a strategic business combination and without obtaining new equity investments of more than \$1 billion, and, (ii) with respect to AMR and US Airways Group, involves:

a merger, consolidation, or similar transaction pursuant to which such third party or its stockholders would become the beneficial owner or owners of at least 30% of the outstanding shares of common stock or the outstanding voting power of, with respect to AMR, AMR or American (as reorganized pursuant to the Bankruptcy Code), or, if neither AMR or American is the surviving entity, any surviving entity resulting from any such transaction, immediately upon consummation thereof, or, with respect to US Airways Group, US Airways Group or US Airways, or, if applicable, any surviving entity (if neither US Airways Group or US Airways is the surviving entity) resulting from any such transaction, immediately upon consummation thereof;

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the acquisition of at least 30% of the equity securities or other ownership interests in, with respect to AMR, AMR or American (as reorganized pursuant to the Bankruptcy Code) or, with respect to US Airways Group, US Airways Group or US Airways; or

the acquisition of at least 30% of the assets of AMR or US Airways Group, as applicable.

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In addition, AMR or US Airways Group, as applicable, may make a change in recommendation with respect to the Merger Agreement and the Merger without breaching the Merger Agreement before, but not after, with respect to AMR, the entry of the Confirmation Order by the Bankruptcy Court and consultation with the UCC's Advisers or, with respect to US Airways Group, receipt of the stockholder approval:

if such change in recommendation does not relate to an acquisition proposal and the board of directors of AMR or US Airways Group, as applicable, determines in good faith, after consultation with its outside legal counsel, that a failure to take such action is reasonably likely to be inconsistent with its fiduciary duties under applicable law to, with respect to AMR, the stakeholders of the Debtors or, with respect to US Airways Group, the stockholders of US Airways Group, taking into account any revisions to the terms of the transactions contemplated by the Merger Agreement proposed by US Airways Group or AMR, respectively, in response to receipt by such party of a notification from AMR or US Airways Group, respectively, that it intends to effect a change in recommendation;

if such change in recommendation relates to an acquisition proposal and:

- i AMR or US Airways Group, as applicable, has not otherwise breached its obligations regarding acquisition proposals in connection with the receipt of the unsolicited bona fide written acquisition proposal;
- i the board of directors of AMR or US Airways Group, as applicable, determines in good faith, after consultation with its financial adviser and outside counsel, taking into account all relevant factors, including legal, financial, and regulatory aspects of the proposal, the likelihood of obtaining financing, the likelihood of consummation and the party making the proposal, that such acquisition proposal is, with respect to AMR, the highest or otherwise best offer available to the stakeholders of the Debtors (to whom fiduciary duties are owed by the board of directors of AMR) as compared to the transactions contemplated by the Merger Agreement and the Plan, or, with respect to US Airways Group, more favorable, from a financial point of view, to US Airways Group's stockholders, than the transactions contemplated by the Merger Agreement; and
- i the board of directors of AMR or US Airways Group, as applicable, determines in good faith, after consultation with its outside legal counsel, that a failure to take such action is reasonably likely to be inconsistent with its fiduciary duties to, with respect to AMR, the stakeholders of the Debtors or, with respect to US Airways Group, the stockholders of US Airways Group, under applicable law, taking into account any revisions to the terms of the transactions contemplated by the Merger Agreement proposed by US Airways Group or AMR, respectively, in response to receipt by such party of a notification from AMR or US Airways Group, respectively, that it intends to effect a change in recommendation; and

AMR or US Airways Group, as applicable, provided written notice to the other party of its intention to make (and with respect to AMR, after consulting with the UCC's Advisers), a change in recommendation, at least five business days before making such change in recommendation.

Each of AMR and US Airways Group also agreed that it would immediately cease and cause to be terminated any existing activities, discussions, or negotiations with any third party with respect to any acquisition proposal as of the date of the Merger Agreement, that it would notify US Airways Group or AMR, respectively, as promptly as practicable (and, in any event, within 24 hours) if any inquiries, proposals, or offers with respect to any acquisition proposals or potential acquisition proposals were received by, any such information is requested from, or any such discussions or negotiations are sought to be initiated or continued with, it or any of its representatives, indicating the name of the applicable third party and the material terms and conditions of any related proposal or offer, and to thereafter keep US Airways Group or AMR, respectively, informed, on a current basis, on the status and terms of any such proposal or offer and the status of any such discussions or negotiations.

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US Airways Group Stockholders Meeting

The Merger Agreement requires US Airways Group to call and hold a stockholders meeting to vote upon the adoption of the Merger Agreement, which may be the 2013 Annual Meeting of Stockholders, as promptly as practicable after the date of the Merger Agreement and in any event within 45 days after the date that is the later of (i) the date this registration statement becomes effective and (ii) the date on which the Bankruptcy Court orders approval of the Disclosure Statement. Additionally, subject to specified conditions related to its fiduciary duties, the board of directors of US Airways Group has agreed to recommend that its stockholders vote in favor of the adoption of the Merger Agreement.

Publicity

AMR and US Airways Group have agreed to consult with each other prior to issuing any press releases or public announcements with respect to the Merger, the Plan, and the other transactions contemplated by the Merger Agreement and prior to making any substantive filings with any third party or governmental entity with respect thereto, except as may be required by applicable law or by obligations pursuant to any listing agreement with, or rules of, any national securities exchange or by the request of any governmental entity, other than certain permitted actions in respect of an alternative acquisition proposal.

Employee Matters

Prior to the Closing, US Airways Group will use its best efforts to cause each employee of US Airways Group that is party to a US Airways Group Executive CIC Agreement to waive his or her rights under such agreement to accelerated vesting of US Airways Group stock options, US Airways Group stock-settled RSUs, US Airways Group stock-settled SARs, US Airways Group cash-settled RSUs, and/or US Airways Group cash-settled SARs, in each case, solely as a result of the Closing. Instead, such employees are expected to be provided a right to double trigger accelerated vesting of such equity awards upon a qualifying termination in connection with the Closing. Each US Airways Group executive officer has agreed to this arrangement.

Prior to the Closing, AMR and/or its subsidiaries will make all minimum required contributions to each AMR compensation and benefit plan that are required to have been made and were not made prior to the Effective Date.

Prior to the Closing, AMR will adopt and approve, to be effective as of the Effective Time, the AAG 2013 IAP, which will be substantially in the form of the 2011 Plan except that references to US Airways Group will be revised to references to AAG and the aggregate number of shares of AAG common stock reserved for issuance pursuant to the AAG 2013 IAP will be equal to 40 million shares of AAG common stock.

AMR has agreed it will, or will cause its subsidiaries to, adopt or otherwise put into effect (i) prior to the Closing, the ordinary course changes (as defined and set forth in the AMR Disclosure Letter), which consists of changes in compensation and employee benefits in the ordinary course of business for applicable employees and (ii) promptly after the Merger Support Order is entered by the Bankruptcy Court, the employee protection arrangements (as defined and set forth in the AMR Disclosure Letter), which consist of annual and other short term incentive plans for applicable employees, the AMR Alignment Awards, the 2013 Equity Awards, severance agreements with certain senior level managers, severance plans for other applicable employees, a key employee retention program for applicable employees, and the assumption of the long-term incentive plan program awards for certain eligible plan participants, in each case, in the amounts and upon the terms and conditions set forth in the AMR Disclosure Letter, which awards will be effective as of the Effective Time). For additional information about the AMR Alignment Awards and the 2013 Equity Awards, see the section entitled The Merger New AAG Compensation Plan and Certain Equity Awards beginning on page 110.

US Airways Group and AMR have agreed that each employee of US Airways Group, AMR, or any of their respective subsidiaries as of the Closing (including any employee who is full-time, part-time, temporary, on vacation, or on a medical or disability or any other paid or unpaid approved leave of absence) who continues

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employment with AAG or the Surviving Corporation following the Closing Date (a continuing employee), who is not represented by a labor union and/or whose employment is not covered by a CBA (a non-union continuing employee), will continue to receive, during the one-year period beginning on the Closing Date, base salary or wages that are no less favorable than the base salary or wages received by such non-union continuing employee immediately prior to the Closing Date. During the two-year period beginning on the Closing Date, each non-union continuing employee will be entitled to receive severance pay and benefits that are no less favorable than the severance pay and benefits such non-union continuing employee would have received under the applicable AMR compensation and benefit plan in effect immediately prior to the Closing Date, including as amended or supplemented in accordance with the AMR Disclosure Letter, or any US Airways Group compensation and benefit plan in effect immediately prior to the Closing Date, including as amended or supplemented in accordance with the US Airways Group Disclosure Letter. The employment terms and conditions of each continuing employee who is not a non-union continuing employee will be governed by the applicable labor union agreement and/or CBA.

To the extent permitted by applicable law, AAG will credit, or will cause the Surviving Corporation and its subsidiaries to credit, each non-union continuing employee with his or her years of service with US Airways Group, AMR, or any of their respective subsidiaries and predecessor entities, under any employee benefit plans, programs, and arrangements in which such non-union continuing employee participates following the Closing (the post-closing plans) to the same extent as such non-union continuing employee was entitled immediately prior to the Closing to credit for such service under any similar US Airways Group compensation and benefit plan or AMR compensation and benefit plan, for purposes of eligibility, vesting and, to the extent applicable, calculation of the amount of vacation, travel, and/or severance benefits. Notwithstanding the foregoing, no service prior to the Closing Date will be credited for the purpose of benefit accrual or eligibility for any defined benefit pension plan, early retirement benefits, or subsidies under any defined benefit pension plan, nor for purposes of eligibility under any retiree medical plan, except to the extent required by applicable law (and then only to the extent crediting such service would not result in the duplication of benefits).

In addition, (i) for purposes of each post-closing plan providing medical, dental, pharmaceutical, vision, and/or other health benefits to any non-union continuing employee and his or her dependents, AAG will, or will cause the Surviving Corporation and its subsidiaries to, cause all pre-existing condition exclusions and actively-at-work requirements of such post-closing plan to be waived for such non-union continuing employee and his or her covered dependents, to the extent any such pre-existing condition exclusions or actively-at-work requirements were waived or were inapplicable under the comparable US Airways Group compensation and benefit plan or AMR compensation and benefit plan, and (ii) the post-closing plans will not deny non-union continuing employees coverage on the basis of pre-existing conditions and will credit such non-union continuing employees for any deductibles and out-of-pocket expenses paid in the year of initial participation in the post-closing plans.

On the date the employment of any non-union continuing employee is transferred to AAG or a different subsidiary of AAG, the accrued and unused vacation and any positive account balance under any medical or dependent care expense reimbursement account of such non-union continuing employee will be transferred to such new employer, and such new employer will be responsible for such obligations at or after the date of such transfer, except in the case of a transfer of such expense reimbursement account balances to a new employer that does not maintain any dependent care or medical expense reimbursement account plan. Each non-union continuing employee also will be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable flexible spending account plan.

AAG will, or will cause the Surviving Corporation and its subsidiaries to, explicitly assume and agree to perform, or cause to be performed, the obligations of US Airways Group or its subsidiaries under those plans and agreements set forth in the US Airways Group Disclosure Letter, which provide severance payments and/or benefits applicable to non-union continuing employees.

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Each non-union continuing employee who satisfies the eligibility requirements of a US Airways Group compensation and benefit plan or an AMR compensation and benefit plan that is a 401(k) plan will be eligible to participate in a 401(k) plan maintained by AAG or the Surviving Corporation following the Closing (a post-closing 401(k) plan), and will be credited with eligibility service and vesting service for all periods of service with US Airways Group and AMR, and their respective subsidiaries to the extent so credited with such service under the applicable 401(k) plan as of the Closing Date. Additionally, in the event AAG or any of its subsidiaries terminates a 401(k) plan after the Closing Date, each non-union continuing employee who participates in such plan will, following such termination, become eligible to participate in a post-closing 401(k) plan for purposes of making rollover contributions and, at his or her election, be entitled to roll over his or her outstanding participant loan and related promissory note under the terminated 401(k) plan. During the period commencing on the date of such termination and ending at the time of the rollover of such loan and related promissory notes and related account balances, such loans will continue to be maintained under the applicable 401(k) plan, and AAG will, or will cause the Surviving Corporation to, make payroll deductions in respect of required payments under any such loan and timely remit such amounts to the applicable 401(k) plan as payments on such loan. During such period, provided that the participant continues to make all required installment payments with respect to such loan, such loan will not be placed in default, and AAG or the Surviving Corporation or one of its subsidiaries will take all necessary action to cause such loan not to be placed in default.

Except as otherwise required under applicable law or to the extent expressly set forth in a binding written agreement with AAG, the Surviving Corporation, or any of their respective subsidiaries, non-union continuing employees will be considered to be employed at will and nothing will be construed to limit the ability of AAG, the Surviving Corporation, or any of their respective subsidiaries to terminate the employment of any such employee at any time, subject to any applicable severance and related benefits (including any governmental or statutory severance).

With respect to any continuing employee who is located in a jurisdiction where local employment laws provide for an automatic transfer of employees upon transfer of a business as a going concern and such transfer occurs by operation of law (the automatic transferred employees), in the event that the applicable laws of any country require AAG, the Surviving Corporation, or any of their respective subsidiaries to (i) maintain terms and conditions of employment with respect to any automatic transferred employees following the Closing, or (ii) continue or cause to be continued any employment contract of any automatic transferred employees, AAG will cause the entity that employs such automatic transferred employee following the Closing to comply with such requirements to the extent required by such applicable laws; provided, however, that nothing will prevent AAG or the Surviving Corporation from terminating the employment of any automatic transferred employees after the Closing (for which AAG and its subsidiaries will be responsible for any costs or liabilities) or otherwise modifying the terms and conditions of employment of any automatic transferred employees to the extent permitted by law or otherwise agreed with applicable employee(s) or representative(s) thereof. For purposes of the Merger Agreement, terms and conditions of employment means the rights of automatic transferred employees according to their individual terms and conditions of employment with US Airways Group or its subsidiaries immediately prior to the Closing and, where applicable, under company or shop agreements, and any arrangements based on works customs and unilateral undertakings, if and to the extent they provide to an automatic transferred employee direct and enforceable causes of action against the employer.

AAG will take, and may cause any of its subsidiaries to take, any and all actions necessary or appropriate (including, to the extent necessary, under the Plan) to, as of the Effective Time, (i) assume and adopt each US Airways Group compensation and benefit plan and each AMR compensation and benefit plan (including all matters set forth in the Merger Agreement and the AMR Disclosure Letter, but excluding any prepetition equity or equity-equivalent plan or agreement of AMR and its subsidiaries) and to maintain and to perform under such plans and agreements to the same extent as US Airways Group or AMR or their respective subsidiaries would be required to perform under such plans and agreements if the Merger did not take place, and (ii) to the extent applicable, become, or cause the Surviving Corporation to become, a participating employer (as applicable) under such US Airways Group compensation and benefits plans and AMR compensation and benefits plans. Without limiting the generality

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of the foregoing, AAG will assume, as of the Effective Time, all of the AMR compensation and benefits plans which constitute retirement plans, including all such plans subject to Title IV of ERISA and AMR's Supplemental Executive Retirement Plan (the "AMR Non-Qualified Plan"). US Airways Group will cooperate with AMR and AAG and will take or cause to be taken any and all actions reasonably necessary or appropriate in order to effect this requirement.

The Merger Agreement will not be interpreted as an amendment to any AMR compensation and benefit plan or any US Airways Group compensation and benefit plan or any other compensation and benefits plans maintained for or provided to directors, officers, employees, or consultants of AMR, US Airways Group, AAG, or the Surviving Corporation prior to or following the Effective Time. Nothing in the Merger Agreement will interfere with or limit AAG's or the Surviving Corporation's right to amend or terminate any individual plan, program, policy, or arrangement of US Airways Group or any of its subsidiaries, and nothing contained therein will obligate AAG, the Surviving Corporation, or any of their respective subsidiaries to maintain or continue any individual plan, program, policy, or arrangement.

The provisions of the Merger Agreement concerning employee matters are not intended to be for the benefit of or otherwise enforceable by any third person, including any employee of AMR or US Airways Group, or any collective bargaining unit or employee organization. Without limiting the foregoing, nothing contained in the Merger Agreement creates or implies any obligation on the part of US Airways Group, AMR, AAG, the Surviving Corporation, or any of their respective subsidiaries, to provide any continuing employment right to any individual on or after the Closing.

Conditions to the Merger

Conditions to Each Party's Obligations to Effect the Merger

The respective obligations of each of AMR, AMR Merger Sub, and US Airways Group to complete the Merger are conditioned upon the satisfaction or waiver prior to the Effective Time of each of the following conditions:

the Merger Agreement must have been duly adopted by holders of a majority of the outstanding shares of US Airways Group common stock at a meeting of holders of shares of US Airways Group common stock;

the waiting period applicable to the Closing under the HSR Act must have expired or been earlier terminated;

any approval or authorization required to be obtained under the EU Merger Regulation for the Closing must have been obtained;

any approval or authorization required to be obtained from the FAA and the DOT for the Closing must have been obtained;

any approval or authorization required to be obtained from any other governmental entity for the Closing must have been obtained, except for those the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

any approvals or authorization required to be obtained under any other foreign antitrust, competition, or similar laws for the Closing must have been obtained, except for those the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on AMR, US Airways Group, or AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

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no governmental entity of competent jurisdiction may have enacted, issued, promulgated, enforced, or entered any law (whether temporary, preliminary, or permanent) that is in effect and restrains, enjoins, makes illegal, or otherwise prohibits the Closing or the consummation of the other transactions contemplated by the Merger Agreement and no government entity of competent jurisdiction may have proposed (and not withdrawn) an order that could have a material adverse effect on AAG or provide a reasonable basis to conclude that AMR, US Airways Group, or any of their respective directors or officers would be subject to the risk of criminal liability;

the shares of AAG common stock to be issued in the Merger and under the Plan must have been authorized for listing on the NYSE or NASDAQ upon official notice of issuance; and

the registration statement of which this proxy statement/prospectus forms a part must have become effective under the Securities Act and no stop order suspending its effectiveness may have been issued and no proceedings for that purpose may have been initiated or be threatened by the SEC.

Conditions to Obligations of AMR and AMR Merger Sub

The obligations of AMR and AMR Merger Sub to effect the Merger are also subject to the satisfaction or waiver by AMR at or prior to the Effective Time of the following conditions:

each of the representations and warranties made by US Airways Group in the Merger Agreement (without giving effect to any materiality or material adverse effect on US Airways Group qualifications contained therein) must be true and correct in all respects as of the date of the Merger Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty will be true and correct as of such earlier date) except (i) where the failure of such representations and warranties to be true and correct (other than with respect to specified representations and warranties relating to the capitalization of US Airways Group) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on US Airways Group and (ii) where the failure of such specified representations and warranties relating to the capitalization of US Airways Group to be true and correct is not material;

US Airways Group must have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date;

AMR must have received a certificate signed on behalf of US Airways Group by the chief executive officer or chief financial officer of US Airways Group to the effect that the conditions in the prior two bullets have been satisfied;

AMR must have received the opinion of Weil, Gotshal & Manges LLP, counsel to AMR, in form and substance reasonably satisfactory to AMR, dated the Closing Date, substantially to the effect that the Merger in conjunction with the Plan will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code; and

(i) any modifications, amendments, or supplements to the Plan, the Plan Related Documents, or the Confirmation Order that were not filed with the Bankruptcy Court by the Debtors must be in form and substance reasonably acceptable to AMR, (ii) the Plan must have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order, (iii) the Confirmation Order must be in full force and effect and must not have been stayed, modified, or vacated, and (iv) the Effective Date must occur contemporaneously with the Closing Date.

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Conditions to Obligations of US Airways Group

The obligation of US Airways Group to effect the Merger is also subject to the satisfaction or waiver by US Airways Group at or prior to the Effective Time of the following conditions:

each of the representations and warranties made by AMR and AMR Merger Sub in the Merger Agreement (without giving effect to any materiality or material adverse effect on AMR qualifications contained therein) must be true and correct in all respects as of the date of the Merger Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty must be true and correct as of that earlier date) except (i) where the failure of such representations and warranties to be true and correct (other than with respect to specified representations and warranties relating to the capitalization of AAG) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on AMR and (ii) where the failure of such specified representations and warranties relating to the capitalization of AAG to be true and correct is less than a certain threshold of shares of AAG common stock;

each of AMR and AMR Merger Sub must have performed in all material respects all obligations required to be performed by it under the Merger Agreement at or prior to the Closing Date;

US Airways Group must have received a certificate signed on behalf of AMR and AMR Merger Sub by the chief executive officer or chief financial officer of AMR that the conditions in the first, second, sixth, and seventh bullets under this heading *Conditions to Obligations of US Airways Group* have been satisfied;

US Airways Group must have received the opinion of Latham & Watkins LLP, counsel to US Airways Group, in form and substance reasonably satisfactory to US Airways Group, dated the Closing Date, substantially to the effect that the Merger in conjunction with the Plan will be treated for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code;

(i) the Plan, the Plan Related Documents, and the Confirmation Order must be in form and substance reasonably acceptable to US Airways Group (such acceptance not to be unreasonably delayed, conditioned, or withheld; it being agreed that it would not be reasonable for US Airways Group to object to any Plan, Plan related document, or Confirmation Order that is consistent with the terms of the Merger Agreement, including the requirements of a conforming Plan), (ii) the Plan must have been confirmed by the Bankruptcy Court pursuant to the Confirmation Order, (iii) the Confirmation Order must be in full force and effect and must not have been stayed, modified, or vacated, and (iv) the Effective Date must occur contemporaneously with the Closing Date;

the Plan must include each of the components of a conforming Plan as set forth under the heading *Bankruptcy Matters* ; and

immediately prior to the effectiveness of the Plan:

secured indebtedness of the Debtors (other than secured indebtedness with respect to municipal bonds) must not exceed \$6.8 billion in aggregate principal amount, subject to certain exceptions;

secured indebtedness of the Debtors with respect to municipal bonds must not exceed \$1.7 billion in aggregate principal amount, subject to certain exceptions; and

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certain unpaid administrative expense claims and unpaid claims entitled to priority status under the Bankruptcy Code (other than priority claims related to pensions) must not exceed \$400 million in aggregate principal amount.

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Termination of the Merger Agreement

Termination by AMR or US Airways Group

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action taken by the board of directors of the terminating party or parties:

by mutual written consent of AMR and US Airways Group, whether before or after the adoption of the Merger Agreement by US Airways Group's stockholders or the entry of the Confirmation Order;

if the Merger is not completed by October 14, 2013, whether that date is before or after the adoption of the Merger Agreement by US Airways Group's stockholders or the entry of the Confirmation Order, unless (i) as of October 14, 2013, the closing conditions described in the second, third, fourth, fifth, or sixth bullet points under the heading "Conditions to the Merger - Conditions to Each Party's Obligation to Effect the Merger" above have not been satisfied, in which case the termination date may be extended from time to time by either AMR or US Airways Group one or more times to a date not beyond December 13, 2013; provided that in the event that a party fails to certify compliance with any Second Request for additional information issued by the DOJ or the FTC in connection with the transactions contemplated by the Merger Agreement prior to the 60th day following the issuance of such Second Request, such termination date may be extended by the other party one or more times for an additional number of days beyond December 13, 2013 equal to the number of days that elapsed between such 60th day and the day on which the first party actually certifies compliance with such Second Request, or (ii) as of October 14, 2013, the condition set forth in either the fifth bullet point under the heading "Conditions to the Merger - Conditions to Obligations of AMR and AMR Merger Sub" or the fifth bullet point under the heading "Conditions to the Merger - Conditions to Obligations of US Airways Group" has not been satisfied, the termination date may be extended from time to time by AMR or US Airways Group one or more times to a date not beyond December 13, 2013;

if the adoption of the Merger Agreement by US Airways Group common stockholders is not obtained at a stockholders meeting or at any adjournment or postponement of that meeting at which a vote thereon was taken;

if 20 days have elapsed after the Bankruptcy Court enters an order denying confirmation of the Plan; or

if any order of a governmental entity permanently restraining, enjoining, or otherwise prohibiting the Closing becomes final and non-appealable, except for orders the existence of which would not result in the failure of the closing condition described in the seventh bullet point under the heading "Conditions to the Merger - Conditions to Each Party's Obligations to Effect the Merger" above.

The foregoing rights to terminate the Merger Agreement will not be available to any party that has breached its obligations under the Merger Agreement in any manner that is the principal contributing factor to the occurrence of the events giving rise to the right to terminate the Merger Agreement.

Termination by US Airways Group

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by US Airways Group, whether before or after adoption of the Merger Agreement by US Airways Group's stockholders, if:

there is a breach of any representation, warranty, covenant, or agreement made by AMR or AMR Merger Sub in the Merger Agreement, or any representation or warranty becomes untrue or incorrect after the execution of the Merger Agreement, such that the first and second bullet points under the heading "Conditions to the Merger - Conditions to Obligations of US Airways Group" would not then be satisfied and such breach or failure to be true and correct is not cured (if curable) within 45 days of US Airways Group's providing notice of the breach or failure to AMR;

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US Airways Group is authorized, by duly authorized action of its board of directors, to enter into a binding written agreement concerning a transaction that constitutes a superior proposal with respect to US Airways Group;

AMR knowingly, willfully, and materially, and not inadvertently, breaches any of its obligations under the Merger Agreement relating to acquisition proposals;

AMR (i) withdraws or modifies in a manner adverse to US Airways Group the board of directors of AMR's recommendation of the acceptance of the Plan by the stakeholders of the Debtors who are entitled to vote on the Plan, or fails to include such recommendation in the Disclosure Statement, or (ii) recommends an acquisition proposal with respect to AMR; or

the UCC, subject to certain exceptions, (i) withdraws or modifies in a manner materially adverse to US Airways Group the UCC's recommendation of the acceptance of the Plan by the unsecured creditors holding claims against the Debtors who are entitled to vote on the Plan, or fails to provide to AMR for inclusion in the Disclosure Statement such recommendation, or (ii) recommends an acquisition proposal with respect to AMR; provided that such a withdrawal, modification, failure to provide, or recommendation will not be deemed to have occurred in any event if prior to the earlier of (a) ten business days after the occurrence thereof or (b) two business days prior to the end of the solicitation period for acceptances of the Plan, the AMR board of directors publicly reaffirms its recommendation that the stakeholders of the Debtors who are entitled to vote on the Plan accept the Plan.

Termination by AMR

The Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by AMR, whether before or after adoption of the Merger Agreement by US Airways Group's stockholders, if:

there is a breach of any representation, warranty, covenant, or agreement made by US Airways Group, or any such representation or warranty becomes untrue or incorrect after the execution of the Merger Agreement, such that the first and second bullet points under the heading "Conditions to the Merger" "Conditions to Obligations of AMR" would not then be satisfied and such breach or failure to be true and correct is not cured (if curable) within 45 days of AMR's providing notice of the breach or failure to US Airways Group;

AMR, by duly authorized action of its board of directors or by order of the Bankruptcy Court, is authorized to enter into a binding written agreement concerning a transaction that constitutes a superior proposal with respect to AMR;

US Airways Group knowingly, willfully, and materially, and not inadvertently, breaches any of its obligations under the Merger Agreement relating to acquisition proposals with respect to US Airways Group; or

the board of directors of US Airways Group withdraws or modifies in any manner adverse to AMR or AMR Merger Sub its recommendation that the holders of US Airways Group common stock vote to adopt the Merger Agreement, recommends an acquisition proposal with respect to US Airways Group, or fails to include its recommendation that the holders of US Airways Group common stock vote to adopt the Merger Agreement in this proxy statement/prospectus.

Prior to any such termination of the Merger Agreement, AMR will consult with the UCC's Advisers.

Effect of Termination

If the Merger Agreement is terminated and the Merger is abandoned as described above, the Merger Agreement will be void and of no effect, with no liability on the part of any party to the Merger Agreement, except that certain designated provisions of the Merger Agreement, including the payment of fees and expenses, the confidential treatment of information, and, if applicable, the termination fees described below, will survive the termination of the Merger Agreement.

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Termination Fees and Expenses

US Airways Group will promptly, but in no event later than two business days after the date a specified acquisition proposal of US Airways Group is consummated or an agreement with respect thereto is entered into, pay to AMR a termination fee of \$55 million, if AMR or US Airways Group, as the case may be, terminates the Merger Agreement because the adoption of the Merger Agreement by US Airways Group common stockholders is not obtained at the stockholders meeting or at any adjournment or postponement of that meeting at which the vote was taken, prior to such termination a specified acquisition proposal was made to US Airways Group or any of its subsidiaries or its stockholders and became publicly known, or any person publicly announced its intention to make such a specified acquisition proposal (and such acquisition proposal was not withdrawn prior to the 2013 Annual Meeting of Stockholders) and within 18 months of termination, US Airways Group consummates or enters into an agreement with respect to a specified acquisition proposal.

US Airways Group will promptly, but in no event later than two business days after the date of termination, pay to AMR a termination fee of \$55 million, if:

AMR terminates the Merger Agreement because US Airways Group knowingly, willfully, and materially, and not inadvertently, breaches any of its obligations under the Merger Agreement relating to acquisition proposals with respect to US Airways Group;

AMR terminates the Merger Agreement because the board of directors of US Airways Group withdraws or modifies in any manner adverse to AMR or AMR Merger Sub its recommendation that the holders of US Airways Group common stock vote to adopt the Merger Agreement, recommends an acquisition proposal with respect to US Airways Group, or fails to include its recommendation that the holders of US Airways Group common stock vote to adopt the Merger Agreement in this proxy statement/prospectus; or

US Airways Group terminates the Merger Agreement because US Airways Group, by duly authorized action of its board of directors, is authorized to enter into a binding written agreement concerning a transaction that constitutes a superior proposal with respect to US Airways Group.

US Airways Group will promptly, but in no event later than two business days after the date of termination, pay to AMR a termination fee of \$195 million, if:

AMR terminates the Merger Agreement because a specified officer of US Airways Group had actual knowledge of a material breach of a representation and warranty as of the date of the Merger Agreement and willfully failed to disclose such breach to AMR such that closing condition to AMR's obligation to effect the Merger described in the first bullet point under the heading "Conditions to the Merger" Conditions to Obligations of AMR and AMR Merger Sub above would not be satisfied and that breach is not cured (if curable) within 45 days of AMR's providing notice of that breach or failure to US Airways Group; or

AMR terminates the Merger Agreement because US Airways Group willfully took or failed to take action with actual knowledge of a specified officer of US Airways Group that such action so taken or omitted to be taken constituted a material breach of a covenant under the Merger Agreement such that closing conditions to AMR's obligation to effect the Merger described in the second bullet point under the heading "Conditions to the Merger" Conditions to Obligations of AMR and AMR Merger Sub above would not be satisfied and that breach is not cured (if curable) within 45 days of AMR's providing notice of that breach or failure to US Airways Group.

If US Airways Group fails to promptly pay the termination fee and, in order to obtain that payment, AMR commences a lawsuit which results in judgment against US Airways Group for the termination fee, then US Airways Group will pay AMR its costs and expenses, including attorneys fees, in connection with the lawsuit with interest on such amount, and any such costs and expenses, at Citibank's prime rate effective at the time the termination fee was due. If the termination fee is paid by US Airways Group, those amounts will be AMR's sole and exclusive remedy under the Merger Agreement.

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AMR will promptly, but in no event later than two business days after the date a specified acquisition proposal of AMR is consummated or an agreement with respect thereto is entered into, pay to US Airways Group a termination fee of \$135 million, if:

AMR or US Airways Group, as the case may be, terminates the Merger Agreement because 20 days have elapsed after the Bankruptcy Court enters an order denying confirmation of the Plan, prior to such termination a specified acquisition proposal was made to AMR and became publicly known, or any person publicly announced its intention to make such a specified acquisition proposal (and such acquisition proposal was not withdrawn prior to the time of solicitation of votes on the Plan), and within 18 months of termination, AMR consummates or enters into an agreement with respect to a specified acquisition proposal.

AMR will promptly, but in no event later than two business days after the date of termination, pay to US Airways Group a termination fee of \$135 million, if:

US Airways Group terminates the Merger Agreement because AMR knowingly, willfully, and materially, and not inadvertently, breaches any of its obligations under the Merger Agreement relating to acquisition proposals with respect to AMR;

US Airways Group terminates the Merger Agreement because AMR (i) withdraws or modifies in a manner adverse to US Airways Group the statement that the board of directors of AMR has recommended the acceptance of the Plan by the stakeholders of the Debtors who are entitled to vote on the Plan, or fails to include such statement in the Disclosure Statement, or (ii) recommends a specified acquisition proposal with respect to AMR;

AMR terminates the Merger Agreement because AMR, by duly authorized action of its board of directors or by order of the Bankruptcy Court, is authorized to enter into a binding written agreement concerning a transaction that constitutes a superior proposal; or

US Airways Group terminates the Merger Agreement because the UCC (i) withdraws or modifies in a manner materially adverse to US Airways Group the statement that the UCC recommends the acceptance of the Plan by the unsecured creditors holding claims against the Debtors who are entitled to vote on the Plan, or fails to include such statement in the Disclosure Statement, or (ii) recommends a specified acquisition proposal; provided that, any action taken by the UCC in order to comply with its disclosure obligations under applicable law will not be such a withdrawal or modification if concurrently with such action the UCC publicly reaffirms the UCC's recommendation of the acceptance of the Plan by the unsecured creditors holding claims against the Debtors who are entitled to vote on the Plan; provided that such a withdrawal, modification, or failure to include a recommendation in the Disclosure Statement will not be deemed to have occurred in any event if prior to the earlier of (a) ten business days after the occurrence thereof or (b) two business days prior to the end of the solicitation period for acceptances of the Plan, the AMR board of directors publicly reaffirms its recommendation that the stakeholders of the Debtors who are entitled to vote on the Plan accept the Plan.

AMR will promptly, but in no event later than two business days after the date of termination, pay to US Airways Group a termination fee of \$195 million, if:

US Airways Group terminates the Merger Agreement because a specified officer of AMR had actual knowledge of a material breach of a representation and warranty as of the date of the Merger Agreement and willfully failed to disclose such breach to US Airways Group such that closing conditions to US Airways Group's obligation to effect the Merger described in the first bullet point under the heading "Conditions to the Merger" Conditions to Obligations of US Airways Group above would not be satisfied and that breach is not cured (if curable) within 45 days of US Airways Group's providing notice of that breach or failure to AMR; or

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US Airways Group terminates the Merger Agreement because AMR willfully took or failed to take action with actual knowledge of a specified officer of AMR that such action so taken or omitted to be taken constituted a material breach of a covenant under the Merger Agreement such that the closing conditions to US Airways Group's obligation to effect the Merger described in the second bullet point under the heading "Conditions to the Merger" "Conditions to Obligations of US Airways Group" above would not be satisfied and that breach is not cured (if curable) within 45 days of US Airways Group's providing notice of that breach or failure to AMR.

If AMR fails to promptly pay the termination fee and, in order to obtain that payment, US Airways Group commences a lawsuit which results in a judgment against AMR for the termination fee, then AMR will pay US Airways Group its costs and expenses, including attorneys' fees, in connection with the lawsuit with interest on such amount, and any such costs and expenses, at Citibank's prime rate effective at the time the termination fee was due. If the termination fee is paid by AMR, those amounts will be US Airways Group's sole and exclusive remedy under the Merger Agreement.

Amendment and Waiver

At any time prior to the Effective Time, the parties to the Merger Agreement (with respect to AMR, after consultation with the UCC's Advisers) may modify or amend the Merger Agreement by written agreement executed and delivered by duly authorized officers of the respective parties, subject to applicable law. However, any material modification to the Merger Agreement prior to the Effective Time will be subject to the approval of the Bankruptcy Court; and (i) any material amendment or modification to the Merger Agreement relating to the composition of the board of directors of AAG or the rights of the UCC or (ii) any amendment or modification to any other provision of the Merger Agreement that materially adversely affects the notice, consent, consultation, or participation rights expressly granted to the UCC or the UCC's Advisers under the Merger Agreement will require the prior approval of the UCC's Legal Adviser.

SEC Filings

AMR and US Airways Group agreed to prepare promptly after the date of the Merger Agreement this registration statement on Form S-4 and the related prospectus in connection with the issuance of shares of AAG common stock to stockholders of US Airways Group and to include in this registration statement a proxy statement in connection with the 2013 Annual Meeting of Stockholders that US Airways Group has called and is giving notice of herewith, to, among other things, consider and approve the adoption of the Merger Agreement. AMR agreed to use its reasonable best efforts to file this registration statement with the SEC as promptly as practicable after it was prepared. Each of AMR and US Airways Group, in consultation with the other and, in the case of AMR, in consultation with the UCC's Advisers, further agreed to use its reasonable best efforts to (i) respond to any comments to this registration statement or this proxy statement/prospectus or requests for additional information from the SEC as soon as reasonably practicable after receipt of any such comments or requests and (ii) have this registration statement declared effective under the Securities Act by the date that is 120 days after the date of the Merger Agreement. US Airways Group also agreed to use its reasonable best efforts to promptly mail this proxy statement/prospectus to the holders of shares of US Airways Group common stock promptly after this registration statement is declared effective by the SEC. AMR agreed to provide the registration statement, and any proposed modifications, amendments, supplements, exhibits, and other similar documents, to US Airways Group and the UCC's Advisers prior to filing the documents with the SEC and receive US Airways Group's reasonable approval (such approval not to be unreasonably delayed, conditioned, or withheld) of the form and substance of the documents. US Airways Group agreed to provide this proxy statement/prospectus, and any proposed modifications, amendments, supplements, exhibits, and other similar documents, to AMR prior to mailing it to the stockholders of US Airways Group and receive AMR's reasonable approval (such approval not to be unreasonably delayed, conditioned, or withheld) of their form and substance.

Table of Contents**Reasonable Best Efforts and Regulatory Matters**

AMR and US Airways Group agreed to cooperate with each other and use their respective reasonable best efforts to take all actions necessary, proper, or advisable on each of their parts under the Merger Agreement and applicable laws (i) to consummate and make effective the Merger and the other transactions contemplated by the Merger Agreement as soon as practicable, including preparing and filing as soon as practicable all documentation to effect all necessary notices, reports, and other filings (including any required filings under the EU Merger Regulation) and (ii) to obtain as promptly as practicable all material consents, registrations, approvals, permits, and authorizations necessary or advisable to be obtained from any third party and/or any governmental entity in order to consummate the Merger or any of the other transactions contemplated by the Merger Agreement. AMR and US Airways Group agreed to use reasonable best efforts to complete a certification of compliance with any Second Request in connection with the transactions contemplated by the Merger Agreement no later than 60 days following the issuance of such Second Request.

Subject to applicable laws relating to the exchange of information, AMR and US Airways Group have agreed to cooperate and consult with one another with respect to communications and filings with governmental entities in connection with the Merger. To the extent permitted by applicable laws, AMR and US Airways Group each will provide the other with all information concerning itself as may be reasonably necessary or advisable in connection with any statement, filing, notice, or application made by or on behalf of AMR, US Airways Group, or any of their respective subsidiaries to any third party and/or any governmental entity in connection with the Merger and the transactions contemplated by the Merger Agreement. Subject to applicable laws and the instructions of any governmental entity, AMR and US Airways Group each will update one another regarding the progress of the transactions contemplated in the Merger Agreement, including promptly providing each other with notices or other communications received from any third party and/or any governmental entity with respect to the Merger and the other transactions contemplated by the Merger Agreement. Each party will give prompt notice to the other of any matter which, to the knowledge of certain specified officers of the reporting party, would be reasonably expected to result in a material adverse effect or of any failure of any condition to the other party's obligations to effect the Merger. The delivery of any such notice will not affect the remedies available to the party receiving such notice or the conditions to such party's obligation to consummate the Merger.

AMR and US Airways Group must cooperate with each other and use their respective reasonable best efforts to defend any lawsuits or legal proceedings or any actions by a governmental entity challenging the Closing or the other transactions contemplated by the Merger Agreement. This obligation to use reasonable best efforts to consummate and make effective the Merger may require, if necessary, that AMR or US Airways Group (i) sell, hold separate, or otherwise dispose of its assets or the assets of its subsidiaries or conduct its business in a specified manner or (ii) permit its assets or the assets of its subsidiaries to be sold, held separate, or disposed of or permit its business to be conducted in a specified manner. However, neither AMR nor US Airways Group is obligated to effect any divestiture or take any other action (a) if doing so would, individually or in the aggregate, reasonably be expected to result in a material adverse effect to AAG, (b) if any such sale, holding separate, or other disposition of assets or conduct of business in a specified manner would be required to be effected prior to the occurrence of the Effective Time, or (c) in the case of AMR, that is not permitted by the Bankruptcy Court after AMR has used its reasonable best efforts to promptly obtain permission from the Bankruptcy Court to take such action.

Treatment of US Airways Group Convertible Debt

At the Effective Time, AMR and US Airways Group, and, if advisable, AMR Merger Sub, will enter into a supplemental indenture regarding the US Airways 7.25% Convertible Notes that will contain such provisions as may be required or advisable as a result of the Merger pursuant to the terms of the 7.25% Convertible Note Indenture. Such supplemental indenture is expected to (i) include certain provisions required by the 7.25% Convertible Note Indenture as a result of the Merger, including a provision causing each outstanding US Airways 7.25% Convertible Note to be convertible into the number of shares of AAG common stock that the holder would have received pursuant to the Merger if such holder had converted its US Airways 7.25% Convertible Notes into

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shares of US Airways Group common stock immediately prior to the Effective Time and (ii) provide for the guarantee by AAG of US Airways Group's obligations under the 7.25% Convertible Note Indenture and the US Airways 7.25% Convertible Notes following the Effective Time.

At the Effective Time, AMR and US Airways Group, and, if advisable, AMR Merger Sub, will enter into a supplemental indenture in respect of the US Airways 7% Convertible Notes that will contain such provisions as may be required or advisable as a result of the Merger pursuant to the terms of the 7% Convertible Note Indenture. Such supplemental indenture is expected to (i) include the provisions required by the 7% Convertible Note Indenture, including a provision causing each outstanding US Airways 7% Convertible Note to be convertible solely into the number of shares of AAG common stock that the holder would have received pursuant to the Merger if such holder had converted its US Airways 7% Convertible Notes into shares of US Airways Group common stock immediately prior to the Effective Time and (ii) provide for the guarantee by AAG of US Airways Group's obligations under the 7% Convertible Note Indenture and the US Airways 7% Convertible Notes following the Effective Time.

Fees and Expenses

Whether or not the Merger is completed, the parties will pay all of their own costs and expenses incurred by them in connection with the Merger Agreement and the Merger, except that AMR and US Airways Group will each be responsible for half of the filing or similar fees incurred in connection with any filings made under the HSR Act, the EU Merger Regulation, and any other applicable foreign antitrust, competition, or similar laws.

Director Flight Benefits

The Merger Agreement provides that, as of the Effective Time, AAG will provide: (i) positive space, first class flight privileges to each non-employee member of the AMR board of directors and the US Airways Group board of directors for personal non-business related travel on substantially the same terms as provided as of the date of the Merger Agreement to the fully vested members of the US Airways Group board of directors, which will continue until the later of the death of such individual or such individual's spouse or life partner, (ii) to each non-employee member of the AMR board of directors and the US Airways Group board of directors, participation in AAG's flight benefit program for directors, with the exception that only individuals then serving as members of the board of directors of AAG will be entitled to a tax gross-up with respect to their flight privileges or any flight benefit plan benefits, and (iii) flight privileges to each individual (and such individual's spouse or life partner and dependent children) who, as of the date the Merger Agreement was executed, was a former member of the AMR board of directors and the US Airways Group board of directors on substantially the same terms as such travel privileges were provided to such individual as of the date of the Merger Agreement. As of December 31, 2012, all but one of the US Airways Group non-employee directors was already fully vested in lifetime flight privileges.

Indemnification; Directors and Officers Insurance

In the Merger Agreement, AAG has agreed to indemnify and hold harmless each director and officer of AMR and its subsidiaries and each director and officer of US Airways Group and its subsidiaries, in each case, who were directors or officers at any time on or after November 29, 2005 in such capacity, for costs, judgments, fines, losses, claims, damages, or liabilities incurred in connection with claims, actions, suits, proceedings, or investigations arising out of matters existing or occurring at or prior to the Effective Time to the fullest extent permitted by applicable law, and to advance expenses as incurred to the fullest extent permitted by applicable law, subject to certain requirements and procedures. AMR will, and if AMR is unable to, AAG will, purchase the six-year tail officers' and directors' liability and fiduciary insurance policies described in the AMR Disclosure Letter and US Airways Group will, and if US Airways Group is unable to, AAG will cause US Airways Group to, purchase the six-year tail officers' and directors' liability and fiduciary insurance policies described in the US Airways Disclosure Letter, as applicable, or comparable policies from other reputable insurance providers;

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provided that the amount paid for each such policy will not exceed 200% of the annual premium for AMR's or US Airways Group's, as applicable, then current policies. AAG will maintain such policies in full force and effect, for their full terms, and continue to honor the obligations thereunder, or if such policies are not obtained, AAG will maintain comparable insurance policies for a period of six years following the Closing, subject to certain limitations.

In addition, all rights to indemnification, advancement of expenses, and exculpation from liabilities now existing in favor of the current or former directors or officers of AMR, US Airways Group, or their respective subsidiaries pursuant to contracts therewith will be assumed by AAG. AAG will honor and perform under all indemnification contracts and organizational documents of AMR, US Airways Group, and their respective subsidiaries. AAG will not, directly or indirectly, amend any such contracts, documents, or provisions of organizational documents with respect to their respective rights to indemnification, advancement of expenses, and exculpation from liabilities for acts or omissions occurring prior to the Effective Time, in any manner adverse to the current or former directors or officers of AMR, US Airways Group, and their respective subsidiaries.

Transition Committee

In order to facilitate the integration of the operations of AMR and US Airways Group and to permit the coordination of their related operations on a timely basis, prior to the Effective Time, AMR and US Airways Group established a transition committee. The transition committee was created in an effort to accelerate to the earliest time practicable following the Effective Time the realization of synergies, operating efficiencies, and other benefits expected to be realized by the parties as a result of the Merger. The transition committee will be managed by the chief executive officers of each of AMR and US Airways Group and with such other members as they mutually agree.

The transition committee will have responsibility for coordinating and directing the efforts of the parties with respect to: (i) the integration of operations and fleet plan of AMR and US Airways Group, (ii) obtaining the required consents and approvals from governmental entities as contemplated by the Merger Agreement, (iii) communications, public relations and investor relations strategy, and approach of the parties regarding the Plan, the Merger, and other transactions contemplated by the Merger Agreement (other than actions in connection with an alternative acquisition proposal), and (iv) other business and operational matters, including the financing needs of AAG and its subsidiaries following the Effective Time, in each case to the extent not in violation of applicable laws. The UCC will have the right to have up to two designees from the UCC's Advisers attend meetings of the transition committee.

On February 25, 2013, AMR and US Airways Group announced that US Airways Group president J. Scott Kirby and AMR chief restructuring officer Beverly K. Goulet had been named to direct the transition committee efforts.

Specific Performance

AMR, US Airways Group, and AMR Merger Sub agreed that irreparable damage for which monetary damages would not be an adequate remedy would occur were the parties to fail to perform under the Merger Agreement or to take the actions required of them pursuant to the Merger Agreement to consummate the Closing. AMR, US Airways Group, and AMR Merger Sub agreed that each of them will be entitled to an injunction, specific performance, and other equitable relief to prevent breaches of the Merger Agreement and to enforce specifically the terms and provisions of the Merger Agreement, including specific performance in connection with enforcing a party's obligation to consummate the Closing in accordance with the terms of the Merger Agreement. A party seeking such an injunction will not be required to provide any bond or other security in connection with any such order or injunction. Each of AMR, US Airways Group, and AMR Merger Sub agreed that it will not oppose the granting of an injunction, specific performance, and other equitable relief consistent with the Merger Agreement on the basis that the other parties have an adequate remedy at law.

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US Airways Group Tax Plan

On February 13, 2013, in connection with the execution of the Merger Agreement, the board of directors of US Airways Group adopted a Tax Benefit Preservation Plan between US Airways Group and American Stock Transfer & Trust Company, LLC, as rights agent (the "Tax Plan"). The following is a summary of the material terms of the Tax Plan. The full text of the Tax Plan specifying the terms of the Rights (as defined below) is filed as an exhibit to the Current Report on Form 8-K dated February 13, 2013 of US Airways Group and US Airways.

The Tax Plan is designed to help preserve the value of certain deferred tax benefits, including those generated by NOLs and certain other tax attributes (collectively, the "Tax Benefits"), of US Airways Group and AAG. The Tax Plan is designed to reduce the likelihood that changes in US Airways Group's investor base would limit the future use of the Tax Benefits by US Airways Group or AAG, which would significantly impair the value of the benefits to all stockholders. The board of directors of US Airways Group determined that it was in the best interest of US Airways Group and its stockholders that US Airways Group provide for the protection of the Tax Benefits by adopting the Tax Plan.

The Tax Plan is intended to act as a deterrent to any person acquiring beneficial ownership of 4.9% or more of the outstanding shares of US Airways Group's common stock, or any existing 4.9% or greater beneficial owner from increasing its percentage of stock ownership, in each case, without the approval of the board of directors of US Airways Group. This would protect the Tax Benefits because changes in beneficial ownership by a person owning less than 4.9% of US Airways Group's stock are not included in the calculation of "ownership change" for purposes of Section 382 of the Code. The board of directors of US Airways Group has established procedures to consider requests to exempt certain acquisitions of US Airways Group's securities from the Tax Plan if the board of directors of US Airways Group determines that doing so would not limit or impair the availability of the Tax Benefits of US Airways Group and AAG or is otherwise in the best interests of US Airways Group. For these purposes, a person's beneficial ownership is determined in accordance with Section 382 of the Code, subject to certain adjustments as set forth in the Tax Plan.

Dividend of Common Stock Purchase Rights

In connection with its adoption of the Tax Plan, the board of directors of US Airways Group declared a dividend of one common stock purchase right (individually, a "Right" and collectively, the "Rights") for each share of common stock of US Airways Group outstanding at the close of business on February 27, 2013. As long as the Rights are attached to the common stock of US Airways Group, US Airways Group will issue one Right (subject to adjustment) with each new share of the common stock of US Airways Group so that all such shares will have attached Rights. When exercisable, each Right will entitle the registered holder to purchase from US Airways Group one tenth of a share of common stock of US Airways Group at a price of \$3.00 per one tenth of a share of common stock of US Airways Group (equivalent to \$30.00 per whole share of common stock of US Airways Group), subject to adjustment (the "Purchase Price").

Transfer, Flip In, and Exercise of the Rights

The Rights detach from the common stock of US Airways Group and become exercisable at the close of business on the tenth business day following a public announcement that a person or group of affiliated or associated persons has acquired, or obtained the right to acquire, beneficial ownership of 4.9% or more of the common stock of US Airways Group (each such person, an "Acquiring Person"), or such earlier date that a majority of the board of directors of US Airways Group becomes aware of the existence of an Acquiring Person (the "Distribution Date"). The board of directors of US Airways Group may postpone the Distribution Date under certain circumstances.

The Tax Plan provides that any person who beneficially owned shares of common stock of US Airways Group equal to or exceeding 4.9% of the outstanding common stock of US Airways Group immediately prior to the first public announcement of the adoption of the Tax Plan (each, an "Existing Holder"), shall not be deemed

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to be an Acquiring Person for purposes of the Tax Plan unless the Existing Holder becomes the beneficial owner of one or more additional shares of common stock of US Airways Group (other than pursuant to a dividend or distribution paid or made by US Airways Group on the outstanding common stock of US Airways Group in common stock of US Airways Group, pursuant to a split or subdivision of the outstanding common stock of US Airways Group, pursuant to any unilateral grant of any common stock of US Airways Group by US Airways Group). However, if upon acquiring beneficial ownership of one or more additional shares of common stock of US Airways Group, the Existing Holder does not beneficially own shares of common stock of US Airways Group equal to or exceeding 4.9% of the common stock of US Airways Group outstanding, the Existing Holder shall not be deemed to be an Acquiring Person for purposes of the Tax Plan.

The Rights will be transferred only with the common stock of US Airways Group until the Distribution Date (or earlier redemption, exchange, termination or expiration of the Rights). After the Distribution Date, separate rights certificates will be issued evidencing the Rights and become separately transferable apart from the common stock of US Airways Group.

Unless redeemed or exchanged earlier by US Airways Group or terminated, the Rights will expire upon the earliest to occur of (i) the close of business on February 13, 2014, (ii) the close of business on the effective date of the repeal of Section 382 of the Code if the board of directors of US Airways Group determines that the Tax Plan is no longer necessary or desirable for the preservation of the Tax Benefits, (iii) the time at which the board of directors of US Airways Group determines that the Tax Benefits are fully utilized or no longer available under Section 382 of the Code or that an ownership change under Section 382 of the Code would not adversely impact in any material respect the time period in which US Airways Group or any successor or the combined company could use the Tax Benefits, or materially impair the amount of the Tax Benefits that could be used by US Airways Group or any successor or the combined company in any particular time period, for applicable tax purposes, (iv) the time at which the Merger Agreement is terminated, or (v) immediately prior to the consummation of the transactions contemplated by the Merger Agreement. Accordingly, neither the Rights nor the Tax Plan will survive the Merger and therefor neither will be applicable to AAG or its stockholders.

Purchase Price for Exercise of Rights

The Purchase Price payable, and the number of one tenths of a share of common stock of US Airways Group or other securities or property issuable, upon exercise of the Rights is subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the common stock of US Airways Group, (ii) upon the grant to holders of the common stock of US Airways Group of certain rights or warrants to subscribe for or purchase common stock of US Airways Group or convertible securities at less than the then current market price of the common stock of US Airways Group or (iii) upon the distribution to holders of the common stock of US Airways Group of evidences of indebtedness, cash, securities, or assets (other than a regular periodic cash dividend out of earnings or retained earnings of US Airways Group) or of subscription rights or warrants (other than those referred to above).

Merger, Exchange, or Redemption of the Rights

In the event that a person becomes an Acquiring Person or if US Airways Group were the surviving corporation in a merger with an Acquiring Person (other than the Merger to which the Tax Plan is inapplicable by its terms) and shares of the common stock of US Airways Group were not changed or exchanged, each holder of a Right, other than Rights that are or were acquired or beneficially owned by the Acquiring Person (which Rights will thereafter be void), will thereafter have the right to receive upon exercise and payment of ten times the then-current Purchase Price that number of whole shares of common stock of US Airways Group having a market value of twenty times the then-current Purchase Price of one Right. In the event that, after a person has become an Acquiring Person, US Airways Group were acquired in a merger or other business combination transaction or more than 50% of its assets or earning power were sold, proper provision shall be made so that each holder of a Right shall thereafter have the right to receive, upon the exercise thereof and payment of ten times the then-

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current Purchase Price of the Right, that number of shares of common stock of the acquiring company which at the time of such transaction would have a market value of twenty times the then-current Purchase Price of one Right.

At any time after a person becomes an Acquiring Person and prior to the earlier of one of the events described in the last sentence of the previous paragraph or the acquisition by such Acquiring Person of 50% or more of the then outstanding common stock of US Airways Group, the board of directors of US Airways Group may cause US Airways Group to exchange the Rights (other than Rights owned by an Acquiring Person which will have become null and void), in whole or in part, for shares of common stock of US Airways Group at an exchange rate of one share of common stock of US Airways Group per Right (subject to adjustment, or a lesser ratio determined by the board of directors of US Airways Group, if US Airways Group does not have sufficient authorized and unreserved shares of common stock of US Airways Group).

The Rights may be redeemed in whole, but not in part, at a price of \$0.0001 per Right (the Redemption Price) by the Board of Directors at any time prior to the time that an Acquiring Person has become such. The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the board of directors of US Airways Group in its sole discretion may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of US Airways Group beyond those as an existing stockholder, including, without limitation, the right to vote or to receive dividends.

Amendment of Tax Benefit Preservation Plan

Any of the provisions of the Tax Plan may be amended by the board of directors of US Airways Group, or a duly authorized committee thereof, for so long as the Rights are then redeemable, and after the Rights are no longer redeemable, US Airways Group may amend or supplement the Tax Plan in any manner that does not adversely affect the interests of the holders of the Rights (other than an Acquiring Person or any affiliate or associate of an Acquiring Person).

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US Airways Group common stock currently trades on the NYSE under the symbol LCC. Prior to the Chapter 11 Cases and continuing through January 5, 2012, AMR's common stock was traded on the NYSE under the symbol AMR. On December 29, 2011, the NYSE announced that it would suspend trading and move to delist AMR's common stock. AMR's common stock was delisted effective January 5, 2012. As a result, on January 5, 2012, the common stock began trading on the over-the-counter market under the symbol AAMRQ.

The table below sets forth, for the periods indicated, the range of high and low per share sales prices for AMR common stock as reported on the NYSE and over-the-counter market, as applicable, and for US Airways Group common stock as reported on the NYSE. For current price information, you should consult publicly available sources. Neither AMR nor US Airways Group paid any dividends during these periods.

The historical price information of US Airways Group stock does not necessarily reflect, and the historical price information of AMR common stock does not reflect the price at which AAG common stock will trade following the Closing. The Plan contemplates the cancellation of all currently outstanding equity securities of AMR. Therefore, it is not meaningful to determine the value of the Merger consideration by reference to current trading values of AMR common stock. Neither AMR nor US Airways Group can anticipate the price at which AAG common stock will trade following the Closing.

	US Airways Group		AMR	
	High	Low	High	Low
Fiscal Year 2013				
Second Quarter (through May 17, 2013)	\$ 19.52	15.03	\$ 6.85	3.40
First Quarter	17.43	12.70	4.52	0.80
Fiscal Year 2012				
Fourth Quarter	\$ 13.75	10.32	\$ 0.99	0.36
Third Quarter	14.51	9.74	0.56	0.36
Second Quarter	13.80	7.41	0.60	0.44
First Quarter	9.91	4.97	0.83	0.24
Fiscal Year 2011				
Fourth Quarter	\$ 6.48	3.96	\$ 3.10	0.20
Third Quarter	9.15	4.68	5.54	2.94
Second Quarter	10.35	7.76	6.79	5.40
First Quarter	11.56	7.71	8.89	6.05
Fiscal Year 2010				
Fourth Quarter	\$ 12.26	8.94	\$ 8.98	5.92
Third Quarter	11.40	8.02	7.48	5.86
Second Quarter	10.87	5.70	9.35	5.91
First Quarter	8.17	4.47	10.50	6.79
Fiscal Year 2009				
Fourth Quarter	\$ 5.40	2.82	\$ 8.33	5.11
Third Quarter	5.60	2.00	9.24	3.93
Second Quarter	5.35	2.11	6.50	3.10
First Quarter	9.70	1.88	12.48	2.40

The following table presents:

the last reported sale price of a share of AMR common stock, as reported on the over-the-counter market; and

the last reported sale price of a share of US Airways Group common stock, as reported on the NYSE; in each case, on February 13, 2013, the last full trading day prior to the public announcement of the proposed Merger, and on May 17, 2013, the last practicable trading day prior to the date of this proxy statement/ prospectus.

Date

AMR

	US Airways Group	
February 13, 2013	\$ 14.66	\$ 1.30
May 17, 2013	\$ 19.01	\$ 6.55

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Following the Closing, AMR will change its name to American Airlines Group Inc., or AAG, and will operate its airlines under the American Airlines® brand, principally through its mainline operating subsidiaries, American and US Airways. AAG is expected to integrate American and US Airways into a single airline, under a single FAA operating certificate, within two years following the Closing, subject to receipt of FAA approval. Following the Closing, US Airways will withdraw from the Star Alliance and join the oneworld® alliance. After giving effect to the Merger, AAG is expected to offer more than 6,700 daily flights to 336 destinations in 56 countries around the world. AMR and US Airways Group expect that AAG will maintain all nine hubs currently served by American and US Airways, resulting in a significantly larger network and more travel options for customers. AMR and US Airways Group also expect that the American Eagle Carriers and the US Airways Group regional carriers will continue to operate as distinct entities, providing seamless service to customers of AAG. AAG will be headquartered in Dallas-Fort Worth and will maintain a significant corporate and operational presence in the Phoenix metropolitan area. AMR and US Airways Group expect AAG to employ approximately 100,000 people around the world. AAG will also provide customers with more choices and increased service across a larger worldwide network, including an enhanced oneworld® alliance, than either American or US Airways could offer independently. Upon integration of the American and US Airways frequent flyer programs, AMR and US Airways Group expect that the AAdvantage® program will become the industry's leading frequent flyer loyalty program, based on AMR's and US Airways Group's anticipation that the AAdvantage® program will have the world's largest passenger network, the most available award destinations, and largest number of participants.

Expansive Global Network

AAG is expected to create a competitive alternative to Delta Air Lines and United Airlines by offering a comprehensive domestic flight network as well as a world-class global flight network that will have the scale, breadth, and capabilities to compete with the world's largest airlines. AAG will combine the flight networks of AMR and US Airways Group, which are highly complementary with few route overlaps. Out of the more than 680 domestic nonstop routes that American and US Airways fly, only 12 nonstop flights overlap. Systemwide, American serves 130 cities not served by US Airways, and US Airways serves 62 cities not served by American. By combining these complementary flight networks, AAG expects to fill gaps in the flight networks provided by each airline individually, improve traffic flows through the existing hubs of American and US Airways, and expanding service from those hubs to offer increased connectivity to existing markets and service to new cities. The combination of the two networks will enhance connectivity within the oneworld® alliance including joint businesses with British Airways and Iberia across the Atlantic, to which Finnair is expected to be added, and with Japan Airlines and Qantas across the Pacific by creating more options for travel and benefits both domestically and internationally, with connecting service to 83 destinations in Latin America and the Caribbean, 21 destinations in Europe and the Middle East, and five destinations in Asia.

Revitalized Fleet

Including aircraft delivered or scheduled to be delivered to AMR and US Airways Group in 2013, AAG is scheduled to take delivery of more than 600 new aircraft through 2022, including 517 narrowbody aircraft and 90 widebody international aircraft. AAG's fleet is expected to feature fully lie-flat, all-aisle access premium seating on American's new Boeing 777-300ER aircraft similar to US Airways' Airbus A330 international Envoy service. AAG will also retrofit some of its widebody fleet to include fully lie-flat premium seating in an effort to provide a consistent experience for customers. AMR and US Airways Group expect AAG to have one of the most modern and efficient fleets in the industry with features that will be particularly appealing to business customers.

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Expected Synergies

In considering the Merger, management of AMR and US Airways Group analyzed the potential cost and revenue synergies that could be generated by combining the companies, taking into account the benefits already achieved by AMR's restructuring. AMR and US Airways Group management have estimated that AAG will achieve more than \$1 billion in annual net synergies in 2015, including cost synergies of approximately \$150 million (after taking into account the improved compensation arrangements negotiated with employees of AAG) and revenue synergies of approximately \$900 million. AMR and US Airways Group expect to realize the cost synergies principally by reducing management and administrative overhead, consolidating information technology systems, and combining facilities. AMR and US Airways Group expect to realize the revenue synergies principally from providing significantly enhanced connectivity throughout the world to permit customers, particularly corporate clients, to use AAG for more of their travel needs and from optimizing the scheduling of the combined fleet to better match aircraft size with consumer demand. AMR and US Airways Group also expect to incur transition costs in connection with the Merger and the integration of the businesses of AMR and US Airways Group of approximately \$1.2 billion. There can be no assurance that AAG will be able to achieve these cost and revenue synergies at all, or that, if achieved, they can be achieved in a timely manner. In addition to the transition costs expected to be incurred in connection with the Merger, AMR will pay approximately \$1.4 billion in cash at emergence to settle certain obligations in connection with the Plan.

Board of Directors and Management of AAG after the Merger

Board of Directors

Following the Closing, the board of directors of AAG will be comprised of 12 members consisting of:

five directors designated by the Search Committee, (a) each of whom will be an Independent Director and (b) one of whom will serve as the initial lead Independent Director in accordance with the AAG Bylaws;

two directors designated by AMR, each of whom will be an Independent Director and reasonably acceptable to the Search Committee;

three directors designated by US Airways Group, each of whom will be an Independent Director;

Mr. Horton, the current chairman of the board and chief executive officer of AMR, who will serve as the initial chairman of the board of directors of AAG in accordance with the AAG Bylaws; and

Mr. Parker, the current chairman of the board and chief executive officer of US Airways Group.

The Search Committee is comprised of (i) four members designated by the UCC and (ii) four members designated by a majority of the initial Consenting Creditors. The Search Committee will be assisted by the UCC's Legal Adviser and a nationally recognized search firm retained by the UCC's Advisers. The Search Committee's mandate is to select director designees based on consensus, but in any event by not less than 75% of the voting members of the Search Committee. As of the date of this proxy statement/prospectus, the other members of the board of directors of AAG have not been identified.

Mr. Horton will serve as chairman of the board of directors of AAG until the earlier of (i) the date that is the first anniversary of the Closing Date, (ii) the day prior to the date of the first annual meeting of stockholders of AAG following the Closing Date (which will in no event occur prior to May 1, 2014), and (iii) the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by AMR pursuant to the Merger Agreement. Following such time, Mr. Parker will serve as chairman of the board of directors of AAG until the election of a new chairman by the affirmative vote of the board of directors of AAG, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.

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Except for Messrs. Horton and Parker, the identities of the new directors of AAG have not yet been determined.

Management

Mr. Parker will serve as chief executive officer of AAG from the Closing Date until the election of a new chief executive officer by the affirmative vote of the board of directors of AAG, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors of AAG (rounded up to the next full director), which must include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.

Mr. Parker will designate the individuals who will be the additional officers of AAG, subject to the approval of the board of directors of AAG, and Mr. Parker will consult with Mr. Horton in connection with such selections. Mr. Horton will not continue as an officer or employee of AAG following the Closing.

Executive Compensation

Except with respect to Mr. Parker, who will be the Chief Executive Officer of AAG following the Closing, and whose historical compensation is set forth in the section entitled "US Airways Group Executive Compensation" beginning on page 315, no decision has yet been made with respect to the identities of the other individual executives of AAG following the Closing. See the section entitled "The Combined Company after the Merger" Board of Directors and Management of AAG after the Merger Management above.

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THE PLAN OF REORGANIZATION

The disclosure below provides a summary of the material provisions of the Plan. The Plan, which specifies the terms of the Debtors' emergence from the Chapter 11 Cases, can be found at www.amrcaseinfo.com. Information on the website identified in the preceding sentence is not incorporated by reference into this proxy statement/prospectus.

The Plan

On April 15, 2013, AMR and the other Debtors filed the Plan and the Disclosure Statement with the Bankruptcy Court. The Plan incorporates and will implement the Merger pursuant to the Merger Agreement. Under the Merger Agreement, US Airways Group's equity holders will receive 28% of the diluted equity ownership of AAG and the remaining 72% of the diluted equity ownership of AAG will be distributed to the stakeholders, labor unions, and certain employees of AMR and the other Debtors pursuant to the Plan. The aggregate number of shares of AAG common stock issuable under the Plan, whether directly or upon the conversion of AAG Convertible Preferred Stock, will not exceed 72% of the diluted equity ownership of AAG as of the time of the Merger. Upon the effectiveness of the Plan and the Merger, which are anticipated to occur substantially contemporaneously, all shares of existing AMR common stock and other equity interests in AMR will be cancelled and all rights with respect thereto will cease to exist.

Generally, for purposes of the Plan, all 20 Debtors will be substantively consolidated into three nodes, consisting of: (i) AMR and certain of its subsidiaries (the AMR Debtors), (ii) American and certain of its subsidiaries (the American Debtors), and (iii) AMR Eagle and certain of its subsidiaries (the Eagle Debtors). As among the AMR Debtors, the American Debtors, and the Eagle Debtors, the Plan will separately classify creditor claims. However, pursuant to the compromises incorporated into the Plan relating to certain inter-creditor issues and the treatment of intercompany claims among the Debtors, general unsecured claims of similar rank and priority will be treated the same under the Plan regardless of the Debtor against which such claim was filed.

Specifically, all creditors holding general unsecured claims against American that are guaranteed by AMR and general unsecured claims against AMR that are guaranteed by American (Double-Dip Unsecured Claims) will be treated the same under the Plan. Similarly, all creditors asserting Single-Dip Unsecured Claims will be treated the same regardless of whether the claim is asserted against the AMR Debtors, the American Debtors, or the Eagle Debtors. As used herein, Single-Dip Unsecured Claims means the general unsecured claims against the Debtors that are not guaranteed by any other Debtor, other than the claims of the Debtors' labor unions. In addition, as a result of the economics of the distributions, including the anticipated distributions to holders of existing equity interests in AMR, no distributions will be made with respect to prepetition intercompany claims among the Debtors. The Plan also incorporates the compromise of certain disputes related to three series of DFW revenue bonds by granting them an allowed Single-Dip Unsecured Claim in the amount of 150% of the par amount of the claim plus non-default interest through the Effective Date, subject, however, to a recovery limited to 100% of the allowed claim. The Eagle Debtors have only Single-Dip Unsecured Claims.

The Plan contains the following provisions relating to the treatment of prepetition claims against the Debtors and equity interests in AMR:

unless they elect treatment as holders of Single-Dip Unsecured Claims, holders of Double-Dip Unsecured Claims will receive their recovery in shares of AAG Convertible Preferred Stock with a face amount equal to the allowed amount of their claims, including post-petition interest at the non-default rate;

holders of Single-Dip Unsecured Claims, and holders of Double-Dip Unsecured Claims that elect to receive such treatment, will receive a portion of their recovery in shares of AAG Convertible Preferred Stock and a portion in shares of AAG common stock;

one quarter of the shares of AAG Convertible Preferred Stock will be mandatorily convertible into shares of AAG common stock on each of the 30th, 60th, 90th, and 120th day after the Effective Date.

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In addition, subject to certain limitations, holders of AAG Convertible Preferred Stock may elect to convert up to \$250 million of the AAG Convertible Preferred Stock during each 30-day period following the Effective Date. Upon the conversion of the remaining AAG Convertible Preferred Stock on the 120th day after the Effective Date, all AAG Convertible Preferred Stock will have been converted to AAG common stock and no AAG Convertible Preferred Stock will then remain outstanding (the conversion price of the AAG Convertible Preferred Stock will vary on each conversion date, based on the volume weighted average price of the shares of the AAG common stock on the five trading days immediately preceding each conversion date, at a 3.5% discount, subject to a cap and a floor price);

holders of existing equity securities in AMR will receive an initial distribution of shares of AAG common stock representing 3.5% of the total number of shares of AAG common stock (on an as-converted basis) in addition to the potential to receive additional shares of AAG common stock on each conversion date if the conversion formula provides holders of unsecured claims with shares having a value equal to the allowed amount of their claims;

the satisfaction of certain labor-related claims through the allocation to such claims of shares of AAG common stock representing 23.6% of the total number of shares of AAG common stock ultimately distributed to holders of prepetition general unsecured creditors against the Debtors; and

the satisfaction in full of all secured, priority, and administrative claims against the AMR Debtors, the American Debtors, and the Eagle Debtors in accordance with the requirements of the Bankruptcy Code.

The distributions made to each of the foregoing stakeholders of the Debtors will be adjusted to take into account any reserves made for disputed claims under the Plan. In addition, as a result of the conversion mechanics of the AAG Convertible Preferred Stock, not all shares of AAG common stock to be distributed to the foregoing stakeholders can be distributed on the Effective Date. However, the number of shares of AAG common stock issued on the Effective Date on account of the labor claims and the existing equity interests in AMR is intended to be the maximum amount possible consistent with their unconditional entitlement to a fixed number of shares under the distribution scheme contemplated by the Plan.

Plan Approval Process

The Closing is conditioned on, among other things, the confirmation of the Plan by the Bankruptcy Court in accordance with the requirements of Chapter 11 and the conditions to the effectiveness of the Plan having been satisfied or waived. Following the filing of the Plan and the Disclosure Statement, the Bankruptcy Court will likely hold a hearing to consider approval of the Disclosure Statement pursuant to Section 1125 of the Bankruptcy Code at which parties in interest may object. After the Disclosure Statement is approved, the Debtors will be authorized to solicit votes for the Plan from holders of claims against or equity interests in the Debtors who are entitled to vote on the Plan under the Bankruptcy Code. Once Plan voting has been completed, the Bankruptcy Court will hold a hearing to consider confirmation of the Plan in accordance with the requirements of the Bankruptcy Code at which parties in interest may object.

The Support and Settlement Agreement

On February 13, 2013, the Debtors entered into the Support and Settlement Agreement with Consenting Creditors aggregating approximately \$1.2 billion of prepetition unsecured claims. Since February 13, 2013, additional Consenting Creditors holding approximately \$400 million of prepetition unsecured claims have signed joinders to the Support and Settlement Agreement. On May 14, 2013, the Debtors filed a motion in the Bankruptcy Court seeking approval of the Support and Settlement Agreement. The Support and Settlement Agreement, together with that certain term sheet attached to the Support and Settlement Agreement (the Term Sheet), is intended to address, compromise, and resolve certain inter-creditor issues among unsecured creditors and issues raised as to the validity of the prepetition intercompany claims among American, AMR, and AMR

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Eagle. The Support and Settlement Agreement provides a mechanism for holders of allowed prepetition unsecured claims to receive a distribution based on the market value of AAG common stock. It also provides holders of existing AMR equity interests with a guaranteed initial distribution of AAG common stock and the potential to receive additional distributions after all prepetition unsecured creditors are paid in full based upon such market value.

Pursuant to the terms of the Support and Settlement Agreement, each Consenting Creditor has agreed, among other things, and subject to certain conditions, to (i) vote in favor of the Plan, (ii) generally support confirmation and consummation of the Plan, and (iii) not support or solicit any other plan of reorganization in opposition to the Plan.

The Support and Settlement Agreement may be terminated upon the occurrence of certain events, including: (i) certain breaches by the Debtors or Consenting Creditors of the Support and Settlement Agreement; (ii) termination of the Merger Agreement or the announcement by either AMR or US Airways Group of its intent to terminate the Merger Agreement (in which case the Support and Settlement Agreement would terminate automatically); (iii) the failure to meet certain milestones to achieving confirmation and consummation of the Plan; (iv) the filing, amendment, or modification of certain documents, including the Plan, in a manner that is materially inconsistent with the Support and Settlement Agreement and is materially adverse to a Consenting Creditor (in which case the Support and Settlement Agreement may be terminated by such Consenting Creditor solely with respect to itself); (v) the amendment or modification of the Merger Agreement in a manner that is materially adverse to a Consenting Creditor (in which case the Support and Settlement Agreement may be terminated by such Consenting Creditor solely with respect to itself); and (vi) if the volume weighted average price of US Airways Group's common stock for the 30 trading days ending on the last trading day immediately prior to the date of termination is less than \$10.40. Termination of the Support and Settlement Agreement would give the Consenting Creditors the right to withdraw their support of the Plan.

AAG Convertible Preferred Stock

On the Effective Date, AAG will designate the AAG Convertible Preferred Stock. The following summary of the terms of the AAG Convertible Preferred Stock is subject to, and qualified in its entirety by reference to, the provisions of the certificate of designations for the AAG Convertible Preferred Stock, a form of which is attached to this proxy statement/prospectus as Annex C.

Mandatory Conversion

On each Mandatory Conversion Date (as defined below), a number of shares of AAG Convertible Preferred Stock equal to the lesser of (i) 25% of the total number of shares of AAG Convertible Preferred Stock issued on the Effective Date and (ii) the number of shares of AAG Convertible Preferred Stock outstanding on such Mandatory Conversion Date will automatically be converted into that number of shares of AAG common stock for each share of AAG Convertible Preferred Stock equal to the quotient of (a) the Stated Value (as defined below) of such share of AAG Convertible Preferred Stock divided by (b) the Conversion Price (as defined below) in effect at such Mandatory Conversion Date, with fractional shares being rounded to the nearest full share of AAG common stock.

With respect to each Mandatory Conversion Date, the conversion of shares of AAG Convertible Preferred Stock will be effectuated pro rata among all holders of AAG Convertible Preferred Stock, after giving effect to any Optional Conversions (as defined below) occurring on such conversion date.

Mandatory Conversion Date means each of the 30th, 60th, 90th, and 120th days following the Effective Date.

Conversion Price means, with respect to any Mandatory Conversion Date or Optional Conversion date, an amount equal to 96.5% of the VWAP calculated with respect to such date; provided, however, that such amount (i) not be less than \$10.875 per share of AAG common stock,

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subject to certain adjustments for dividends, distributions, subdivisions, or combinations (the Conversion Price Floor) and (ii) not greater than the greater of (a) \$19.00 and (b) the initial VWAP (based on the volume weighted average price per share of US Airways Group common stock for the five trading days prior to the Effective Date) less the Conversion Price Floor plus such initial VWAP, subject to certain adjustments for dividends, distributions, subdivisions, or combinations (the Conversion Price Cap).

VWAP means, with respect to any Mandatory Conversion Date, Optional Conversion date, or any other date of determination, the volume weighted average price of AAG's common stock for the five trading days ending on the last trading day immediately prior to such date; provided, however, that VWAP, as of the Effective Date and until the AAG common stock is trading on a nationally recognized stock exchange, shall be calculated as the volume weighted average price of the common stock of US Airways Group for the five trading days ending on the last trading day immediately prior to such date. The VWAP shall be calculated by using the VWAP function on a Bloomberg terminal by typing either LCC or the stock symbol for AAG common stock, as applicable, and then pressing the EQUITY key, typing VWAP, and then pressing the GO key. Once directed to the VWAP screen, the beginning time and date shall be entered as 9:30 a.m. (Eastern Time) on the date five (5) trading days prior to the previous trading day and the ending time and date shall be entered as of 4:30 p.m. (Eastern Time) on the last trading date, and then pressing the GO key. For the avoidance of doubt, the Bloomberg calculation shall be used for purposes of calculating VWAP.

Optional Conversion

At any time following the fifth trading day after the Effective Date, and from time to time prior to the final Mandatory Conversion Date, each holder of AAG Convertible Preferred Stock has the right to convert all or any portion of the holder's AAG Convertible Preferred Stock into shares of AAG common stock on the terms and conditions below (each, an Optional Conversion).

Any holder of AAG Convertible Preferred Stock may elect to convert all or any portion of the holder's AAG Convertible Preferred Stock into that number of shares of AAG common stock equal to the quotient of (i) the Stated Value of such AAG Convertible Preferred Stock divided by (ii) the Conversion Price in effect on the date of such conversion, with fractional shares being rounded to the nearest full share of AAG common stock; provided, however, that the aggregate number of shares of AAG Convertible Preferred Stock converted by all holders of AAG Convertible Preferred Stock pursuant to the Optional Conversion during any Conversion Period (as defined below) will not exceed 10,000,000 shares of AAG Convertible Preferred Stock (the Optional Conversion Cap). The Conversion Periods are each period of time ending on a Mandatory Conversion Date and beginning on (a) the day following the immediately preceding Mandatory Conversion Date or (b) the Effective Date, in the case of the first Conversion Period.

During each Conversion Period, the shares of AAG Convertible Preferred Stock will, subject to the Optional Conversion Cap, be converted on a first come, first serve basis, based on when the Optional Conversion became effective, with any shares that cannot be converted carried over to the next Conversion Period, subject to certain limitations.

Liquidation Preference

In the event of liquidation, dissolution, or winding up of AAG, whether voluntary or involuntary (a Liquidation Event) each holder of AAG Convertible Preferred Stock will be entitled to receive, on a pro rata basis with AAG common stock and without preference with respect to AAG common stock, the distribution(s) that such holder would have been entitled to receive as a result of such Liquidation Event with respect to AAG's common stock assuming the holder's AAG Convertible Preferred Stock was converted pursuant to an Optional Conversion as of immediately prior to such Liquidation Event.

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Redemption

The AAG Convertible Preferred Stock will not be redeemable but will be mandatorily or optionally converted as described above.

Voting Rights

The holders of AAG Convertible Preferred Stock will not have voting rights other than those described below, and except as specifically required by Delaware law.

Each share of AAG Convertible Preferred Stock entitles the holder of the AAG Convertible Preferred Stock to vote with the holders of AAG's common stock, voting together as a single class, with respect to any and all matters presented to holders of AAG's common stock for their action, consideration or consent, whether at any special or annual meeting of stockholders, by written action of stockholders in lieu of a meeting, or otherwise. With respect to any such vote, each share of AAG Convertible Preferred Stock held on the record date for determining the stockholders eligible to participate in such vote entitles the holder thereof to cast 2.2989 votes, subject to certain anti-dilution adjustments described below (such number of votes, the Preferred Stock Voting Ratio).

For so long as any shares of AAG Convertible Preferred Stock remain outstanding, AAG will not, without the written consent or affirmative vote at a meeting called for such purpose, given in person or by proxy, by holders of AAG Convertible Preferred Stock holding, in the aggregate, at least a majority of the outstanding shares thereof (excluding any such shares beneficially owned directly or indirectly by AAG or any of its subsidiaries), voting as a separate class, amend, alter, or repeal any provisions of the AAG Certificate of Incorporation or the certificate of designations for the AAG Convertible Preferred Stock that would alter or change the rights, preferences, or privileges of the AAG Convertible Preferred Stock in a manner adverse to the holders of the AAG Convertible Preferred Stock.

In any case in which the holders of the AAG Convertible Preferred Stock will be entitled to vote as a separate class, each holder of AAG Convertible Preferred Stock will be entitled to one vote for each share of AAG Convertible Preferred Stock held on the record date for determining the stockholders eligible to participate in such vote.

Accruals and Dividends

From and after the Effective Date, whether or not there are funds legally available for the payment of dividends and without any action to be taken by the AAG board of directors, the Initial Stated Value (as defined below) of each share of AAG Convertible Preferred Stock will automatically increase in arrears on a daily basis at the rate of 6.25% per annum to and excluding the applicable Mandatory Conversion Date or Optional Conversion date of the share (the cumulative amount of such increase, as of any date or time of determination, is defined herein as the Accrued Stated Value). The Stated Value of any share of AAG Convertible Preferred Stock, as of any date or time of determination, is equal to the sum of (i) \$25 (the Initial Stated Value) and (ii) the amount of Accrued Stated Value.

Additionally, in the event that AAG declares or pays any dividends or distribution with respect to AAG's common stock (excluding any dividends or distributions paid in the form of additional shares of common stock), each holder of AAG Convertible Preferred Stock will be entitled to receive a dividend or distribution per share of AAG Convertible Preferred Stock equal to the dividend or distribution the holder would have received assuming the holder's AAG Convertible Preferred Stock was converted pursuant to an Optional Conversion.

Adjustments for Stock Splits, Business Combinations, Etc.

The Conversion Price and related Conversion Price Cap, Conversion Price Floor, and Preferred Stock Voting Ratio will be adjusted to give effect to any dividend, distribution, or the other similar adjustment to the AAG common stock during the period that the AAG Convertible Preferred Stock is outstanding.

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UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The Unaudited Pro Forma Condensed Combined Balance Sheet combines the historical consolidated balance sheets of AMR and US Airways Group, giving effect to the Merger as if it had been consummated on March 31, 2013, and the Unaudited Pro Forma Condensed Combined Statements of Operations for the three months ended March 31, 2013 and the year ended December 31, 2012 combines the historical consolidated statements of operations of AMR and US Airways Group, giving effect to the Merger as if it had occurred January 1, 2012, the beginning of the earliest period presented. The historical consolidated financial statements of AMR and US Airways Group have been adjusted to reflect certain reclassifications in order to conform the financial statements presentation.

The unaudited pro forma condensed combined financial statements were prepared using the acquisition method of accounting with AMR treated as the accounting acquirer. Accordingly, US Airways Group's identifiable assets acquired and liabilities assumed are recognized at their estimated fair values as of the closing date. Goodwill is measured as the excess of the fair value of the consideration transferred in the Merger over the fair value of the identifiable net assets. As of the date of this proxy statement/prospectus, pro forma adjustments made to historical US Airways Group assets and liabilities have been based upon current estimates of fair value that should be considered preliminary and subject to further adjustment as additional information becomes available, additional analyses are performed, and as warranted by changes in current conditions and future expectations. While pro forma adjustments to historical US Airways Group assets and liabilities were based on fair value estimates determined from initial discussions between AMR and US Airways Group management, due diligence efforts, and information available in public filings, the detailed valuation studies necessary to arrive at the required estimates of the fair value of the US Airways Group assets to be acquired and the liabilities to be assumed, as well as the identification of all adjustments necessary to conform AMR and US Airways Group accounting policies, remain subject to completion because prior to the Closing both companies are limited in their ability to share information. Upon the Closing, final valuations and additional analysis will be performed. Finalization of the acquisition accounting may result in material differences to the estimates provided herein.

As more fully described in Note 3 AMR Fresh Start Accounting, the historical consolidated balance sheet and statement of operations of AMR used to prepare the Unaudited Pro Forma Condensed Combined Balance Sheet and the Unaudited Pro Forma Condensed Combined Statements of Operations as of and for the three months ended March 31, 2013 and the year ended December 31, 2012 reflect on a pro forma basis fresh start accounting adjustments that give effect to AMR's emergence from Chapter 11 as if it had occurred, for purposes of the historical consolidated balance sheet of AMR, on March 31, 2013 immediately prior to the assumed closing, and for purposes of the historical consolidated statement of operations of AMR, as of the beginning of the year ended December 31, 2012 immediately prior to the assumed closing. The pro forma adjustments made to historical AMR assets and liabilities were based on preliminary estimates of fair value. The detailed valuation studies necessary to arrive at the required estimates of the fair value remain subject to completion. Accordingly, finalization of the fresh start accounting adjustments may result in material differences to the estimates provided herein.

These unaudited pro forma condensed combined financial statements have been developed from and should be read in conjunction with the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 and the AMR 2012 consolidated financial statements both included herein and US Airways Group's Quarterly Report on Form 10-Q for the three months ended March 31, 2013 and the Annual Report on Form 10-K for the fiscal year ended December 31, 2012, which are incorporated by reference into this proxy statement/prospectus. The unaudited pro forma condensed combined financial statements are provided for illustrative purposes only and do not purport to represent what the actual consolidated results of operations or the consolidated financial position of AMR would have been had AMR emerged from Chapter 11 and the Merger occurred on the dates assumed, nor are they necessarily indicative of future consolidated results of operations or consolidated financial position.

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AMR expects to incur significant costs associated with integrating the operations of AMR and US Airways Group. The unaudited pro forma condensed combined financial statements do not reflect the costs of any integration activities or benefits that may result from realization of future cost savings from operating efficiencies or revenue synergies expected to result from the Merger. In addition, the unaudited pro forma condensed combined financial statements do not include one-time costs directly attributable to the transaction, employee retention costs, or professional fees incurred by US Airways Group or AMR in connection with the Merger.

Table of Contents**UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET****MARCH 31, 2013**

	AMR Pro Forma Note 3	US Airways Group Historical	Pro Forma Adjustments Note 2 (In millions)		Condensed Combined Pro Forma
Assets					
Current assets					
Cash and cash equivalents	\$ 606	\$ 2,428	\$		\$ 3,034
Short-term investments	3,638	100			3,738
Restricted cash and short-term investments	853				853
Accounts receivable	1,243	490			1,733
Aircraft fuel, spare parts and supplies	605	335	55	(a)	995
Prepaid expenses and other	590	715	(299)	(b)	1,006
Total current assets	7,535	4,068	(244)		11,359
Operating property and equipment	11,454	4,959	(211)	(c)	16,202
Other assets					
Goodwill	13,452		3,767	(d)	17,219
Intangibles	6,570	534	839	(e)	7,943
Restricted cash		352			352
Other assets	2,167	234	(57)	(b)	2,288
			(56)	(f)	
Total other assets	22,189	1,120	4,493		27,802
Total assets	\$ 41,178	\$ 10,147	\$ 4,038		\$ 55,363
Liabilities and stockholders equity					
Current liabilities					
Current maturities of long-term debt and capital leases	\$ 1,286	\$ 1,616	\$		\$ 2,902
Accounts payable	1,840	656			2,496
Air traffic liability	3,454	1,537			4,991
Frequent flyer deferred revenue	1,509		238	(g)	1,747
Accrued liabilities	2,084	1,293	(70)	(b)	2,981
			138	(b)	
			(450)	(g)	
			27	(h)	
			(41)	(i)	
Total current liabilities	10,173	5,102	(158)		15,117
Noncurrent liabilities					
Long-term debt and capital leases, net of current maturities	7,359	3,278	365	(f)	11,002
Frequent flyer deferred revenue	2,296		879	(g)	3,175
Pension and post-retirement benefits	7,966	172	13	(h)	8,151
Other liabilities	3,914	754	579	(b)	5,440
			(124)	(i)	
			317	(j)	
Total noncurrent liabilities	21,535	4,204	2,029		27,768
Stockholders equity					
Common stock	5	2	(2)	(k)	7
			2	(l)	
Additional paid-in capital	9,465	2,141	(2,141)	(k)	12,471
			3,006	(l)	

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Accumulated other comprehensive loss		(7)	7	(k)
Accumulated deficit		(1,295)	1,295	(k)
Total stockholders' equity	9,470	841	2,167	12,478
Total liabilities and stockholders' equity	\$ 41,178	\$ 10,147	\$ 4,038	\$ 55,363

Table of Contents**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS****FOR THE THREE MONTHS ENDED MARCH 31, 2013**

	AMR Pro Forma Note 3	US Airways Group Historical	Pro Forma Adjustments Fair Value Adjustments Note 2	Other Merger Adjustments	Condensed Combined Pro Forma
(In millions, except per share amounts)					
Operating revenues					
Passenger Mainline	\$ 4,606	\$ 2,197	\$	\$ (25) ^(r)	\$ 6,778
Passenger Regional	679	758			1,437
Cargo	155	41			196
Other	685	384	(5) ^(m)	26 ^(r)	1,090
Total operating revenues	6,125	3,380	(5)	1	9,501
Operating expenses					
Aircraft fuel	2,200	861		(265) ^(l)	2,796
Wages, salaries and benefits	1,517	636	(4) ⁽ⁿ⁾	(170) ^(l)	2,035
				45 ^(s)	
				11 ^(s)	
Regional expenses		795	1 ^(m)	769 ^(l)	1,560
			(5) ^(o)		
Maintenance, materials and repairs	383	166	1 ^(m)	(65) ^(l)	484
			(1) ^(p)		
Other rent and landing fees	346	143	1 ^(o)	(56) ^(l)	434
Aircraft rent	171	154	(41) ^(o)	(1) ^(l)	283
Selling expenses	276	113		(33) ^(l)	356
Depreciation and amortization	196	67	9 ^(p)	(42) ^(l)	230
Special items	28	39		(20) ^(u)	47
Other expenses	919	303		(136) ^(l)	1,089
				3 ^(r)	
Total operating expenses	6,036	3,277	(39)	40	9,314
Operating income	89	103	34	(39)	187
Non-operating income (expense)					
Interest expense, net	(235)	(84)	(18) ^(q)		(337)
Other, net	(9)	25			16
Total non-operating expense, net	(244)	(59)	(18)		(321)
Income (loss) before income taxes	(155)	44	16	(39)	(134)
Income tax benefit	(22)				(22)
Net income (loss)	\$ (133)	\$ 44	\$ 16	\$ (39)	\$ (112)
Earnings (loss) per share					
Basic	\$ (0.25)	\$ 0.27			\$ (0.16) ^(v)
Diluted	\$ (0.25)	\$ 0.26			\$ (0.16) ^(v)
Weighted average shares outstanding					
Basic	536	163			699 ^(v)
Diluted	536	207			699 ^(v)

Table of Contents**UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS****FOR THE YEAR ENDED DECEMBER 31, 2012**

	AMR Pro Forma Note 3	US Airways Group Historical	Fair Value Adjustments	Pro Forma Adjustments Other Merger Adjustments Note 2	Condensed Combined Pro Forma
(In millions, except per share amounts)					
Operating revenues					
Passenger Mainline	\$ 18,667	\$ 8,979	\$	\$ (123) ^(r)	\$ 27,523
Passenger Regional	2,914	3,326			6,240
Cargo	669	155			824
Other	2,670	1,371	(20) ^(m)	81 ^(r)	4,102
Total operating revenues	24,920	13,831	(20)	(42)	38,689
Operating expenses					
Aircraft fuel	8,735	3,489		(1,012) ^(t)	11,212
Wages, salaries and benefits	6,767	2,488	(9) ⁽ⁿ⁾	(648) ^(t)	8,810
				168 ^(s)	
				44 ^(s)	
Regional expenses		3,162	6 ^(m)	2,984 ^(t)	6,135
			(19) ^(o)		
			2 ^(p)		
Maintenance, materials and repairs	1,400	672	4 ^(m)	(267) ^(t)	1,800
			(9) ^(p)		
Other rent and landing fees	1,304	556	4 ^(o)	(223) ^(t)	1,641
Aircraft rent	601	643	(182) ^(o)	(6) ^(t)	1,056
Selling expenses	1,050	466		(137) ^(t)	1,379
Depreciation and amortization	815	245	33 ^(p)	(170) ^(t)	923
Special items	387	34		(27) ^(u)	394
Other expenses	3,428	1,220		(521) ^(t)	4,115
				(12) ^(r)	
Total operating expenses	24,487	12,975	(170)	173	37,465
Operating income	433	856	150	(215)	1,224
Non-operating income (expense)					
Interest expense, net	(598)	(343)	(76) ^(q)		(1,017)
Other, net	268	124			392
Total non-operating expense, net	(330)	(219)	(76)		(625)
Income before income taxes	103	637	74	(215)	599
Income tax provision					
Net income	\$ 103	\$ 637	\$ 74	\$ (215)	\$ 599
Earnings per share					
Basic	\$ 0.19	\$ 3.92			\$ 0.86 ^(v)
Diluted	\$ 0.19	\$ 3.28			\$ 0.85 ^(v)
Weighted average shares outstanding					
Basic	536	162			698 ^(v)
Diluted	539	204			743 ^(v)

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Notes to Unaudited Pro Forma Condensed Combined Financial Statements

Note 1. Basis of Presentation

On February 13, 2013, AMR entered into the Merger Agreement whereby US Airways Group will become a wholly-owned subsidiary of AMR. Following the confirmation of the Plan and Closing, AMR will change its name to American Airlines Group Inc., or AAG. Under the terms of the Merger Agreement, each outstanding share of US Airways Group common stock will be exchanged for one share of AAG common stock in the Merger. US Airways Group equity awards that consist of stock options and both cash-settled and stock-settled SARs and RSUs will convert upon the Closing into stock options and equity awards with respect to AAG common stock.

The transaction will be accounted for as a business acquisition using the acquisition method of accounting in accordance with ASC 805, Business Combinations, with AMR considered the acquirer of US Airways Group.

The accompanying unaudited pro forma condensed combined financial statements present the pro forma consolidated financial position and results of operations of AAG based upon the historical financial statements of AMR and US Airways Group, after giving effect to AMR's emergence from Chapter 11 (see Note 3), the Merger, and adjustments described in these notes, and are intended to reflect the impact of the Merger on AMR's consolidated financial statements.

The accompanying unaudited pro forma condensed combined financial statements are presented for illustrative purposes only and do not reflect the costs of any integration activities or benefits that may result from realization of future cost savings due to operating efficiencies or revenue synergies expected to result from the Merger.

The Unaudited Pro Forma Condensed Combined Balance Sheet gives effect to the Merger as if it had been consummated on March 31, 2013 and includes estimated pro forma adjustments for the preliminary valuations of net assets acquired and liabilities assumed. These adjustments are subject to further revision as additional information becomes available and additional analyses are performed. The Unaudited Pro Forma Condensed Combined Statements of Operations gives effect to the Merger as if it had been consummated on January 1, 2012, the beginning of the earliest period presented.

Acquisition Accounting Adjustments

Acquisition accounting adjustments include adjustments necessary to reflect the value of tangible and intangible assets and liabilities of US Airways Group and to conform the accounting policies of US Airways Group to AMR.

Fair Value Adjustments

The unaudited pro forma condensed combined financial statements reflect the preliminary assessment of fair values and lives assigned to the assets and liabilities being acquired. Fair value estimates were determined from initial discussions between AMR and US Airways Group management, due diligence efforts, and information available in public filings. The detailed valuation studies necessary to arrive at the required estimates of the fair value of US Airways Group's assets to be acquired and the liabilities to be assumed, as well as the identification of all adjustments necessary to conform AMR and US Airways Group's accounting policies, remain subject to completion. Significant assets and liabilities adjusted to fair value which are subject to finalization of valuation studies include spare parts and supplies, property and equipment, identifiable intangible assets, aircraft leases, deferred revenue, and debt obligations.

Purchase Price

The Unaudited Pro Forma Condensed Combined Balance Sheet has been adjusted to reflect the fair value of the identifiable net assets acquired and the excess fair value of the consideration transferred in the Merger to goodwill. The fair value of the consideration transferred, or the purchase price, in these unaudited pro forma condensed combined financial statements is approximately \$3.0 billion. This amount was derived as described

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below, based on the outstanding shares of US Airways Group common stock at May 10, 2013, the exchange ratio of one share of AAG common stock for each share of US Airways Group common stock, and a price per share of AAG common stock of \$17.76, which represents the closing price of US Airways Group common stock on May 10, 2013. The actual number of shares of AAG common stock issued in the Merger to US Airways Group equity holders will be based upon the actual number of shares of US Airways Group common stock outstanding when the Merger closes, and the valuation of those shares will be based on the trading price of US Airways Group's common stock when the Merger closes. US Airways Group equity awards outstanding at the Closing Date will be assumed by AAG and converted into equity awards with respect to AAG common stock. Vested equity awards held by employees of US Airways Group are considered part of the purchase price. Accordingly, the purchase price includes an estimated fair value of equity awards to be issued by AAG of approximately \$95 million.

The preliminary purchase price is calculated as follows:

	(In millions, except per share data)
Assumed outstanding shares of US Airways Group common stock to be exchanged ^(a)	164
Exchange ratio	1.0
Assumed shares of AAG common stock	164
Price per share	\$ 17.76
Fair value of AAG shares issued	\$ 2,913
Fair value of AAG equity awards issued in exchange for outstanding US Airways Group equity awards	95
Total estimated purchase price	\$ 3,008

(a) Excludes 38 million shares issuable upon conversion of US Airways Group convertible notes. For accounting purposes, these convertible notes are considered liabilities assumed by AMR and included at their estimated fair values within Long-term debt and capital leases on the accompanying Unaudited Pro Forma Condensed Combined Balance Sheet.

The table below presents a summary of US Airways Group's net assets based upon a preliminary estimate of their respective fair values as of March 31, 2013:

	(In millions)
Cash and cash equivalents	\$ 2,428
Other current assets	1,396
Operating property and equipment	4,748
Goodwill	3,767
Identifiable intangibles	1,373
Other noncurrent assets	473
Long-term debt and capital leases, including current portion	(5,259)
Air traffic liability	(1,537)
Frequent flyer deferred revenue	(1,117)
Pension and post-retirement benefits	(185)
Other liabilities assumed	(3,079)
Total estimated purchase price	\$ 3,008

Upon completion of the fair value assessment after the Merger, AMR anticipates that the ultimate fair values of the net assets acquired will differ from the preliminary assessment outlined above. Generally, changes to the initial estimates of the fair value of the assets and liabilities will be recorded as adjustments to those assets and liabilities and residual amounts will be allocated to goodwill.

Other Merger Adjustments

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The unaudited pro forma condensed combined financial statements reflect adjustments to conform US Airways Group's accounting policy for its frequent flyer liability to AMR's policy upon emergence from Chapter 11 to the deferred revenue method. US Airways Group previously used the incremental cost method to account for mileage credits earned through purchased tickets.

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The unaudited pro forma condensed combined financial statements reflect certain reclassifications between various categories of AMR's operating expenses in order to conform the presentation of regional expenses between AMR and US Airways Group.

The US Airways' pilots and all labor groups at AMR voted to ratify MOUs that will become effective upon Closing. The pro forma financial statements reflect the impacts of higher wage rates and modifications to certain benefits associated with these MOUs.

Items Excluded from the Unaudited Pro Forma Condensed Combined Financial Statements

The unaudited pro forma condensed combined financial statements do not include any adjustments for liabilities that may result from integration activities, as management is in the process of making these assessments. However, significant liabilities ultimately may be recorded for employee severance and/or relocation costs of vacating some facilities, and costs associated with other exit and integration activities.

AMR and US Airways Group anticipate the Merger will result in significant annual revenue, operating and cost synergies that would be unachievable without completing the Merger. No assurance can be made that AAG will be able to achieve these revenue, operating and cost synergies, and the synergies have not been reflected in the unaudited pro forma condensed combined financial statements. In addition, annualized benefits AMR achieved during the Chapter 11 process have not been reflected in the unaudited pro forma condensed combined financial statements.

The Unaudited Pro Forma Condensed Combined Statement of Operations does not include any material non-recurring charges that will arise as a result of the Merger.

Note 2. Pro Forma Adjustments

The unaudited pro forma condensed combined financial statements reflect the following:

- (a) *Aircraft fuel, spare parts, and supplies.* An adjustment to reflect the fair value of US Airways Group's spare parts.
- (b) *Operating leases.* Adjustments were made to (i) eliminate the prepaid and accrued amounts associated with straight-line lease expense recognition, which reduced prepaid expenses and other by \$299 million and accrued liabilities by \$70 million and (ii) record fair values for US Airways Group's aircraft and facility operating leases. These adjustments resulted in a \$57 million decrease to other assets, a \$138 million increase to accrued liabilities, and a \$579 million increase to other non-current liabilities. The fair value is computed as the net present value of the difference between the stated lease rates and the fair market rates.
- (c) *Operating property and equipment.* An adjustment to reflect the fair value of US Airways Group's owned property and equipment.
- (d) *Goodwill.* To record the goodwill resulting from the Merger. Goodwill is not amortized, but rather is assessed for impairment at least annually or more frequently whenever events or circumstances indicate that goodwill might be impaired.
- (e) *Intangibles.* Adjustment to reflect the fair value of US Airways Group's identifiable intangible assets, including Slots, marketing agreements, customer relationships, certain contracts, and trademarks. Certain of these assets will not be amortized and as such be subject to an annual impairment review.
- (f) *Long-term debt and capital leases.* Adjustments were made to (i) eliminate other noncurrent assets primarily associated with deferred debt issuance costs and (ii) record long-term debt and capital leases at fair value, including the fair value of US Airways Group convertible notes. The difference between the fair value and the face amount of each borrowing is amortized as interest expense over the remaining term of the borrowing based on the maturity dates.

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- (g) *Frequent flyer deferred revenue.* Adjustments were made to (i) eliminate \$450 million from accrued liabilities, including \$173 million for the incremental cost liability related to mileage credits earned by US Airways Group's frequent flyer members through purchased tickets and \$277 million for the deferred revenue associated with mileage credits sold to business partners and (ii) record the fair value of outstanding mileage credits for US Airways Group's frequent flyer program of \$1.1 billion (of which \$238 million represents the current portion and \$879 million represents the noncurrent portion).
- (h) *Pilot MOU.* US Airways' pilots voted to ratify a MOU that will become effective upon Closing. Adjustments were made to reflect the effect of this MOU.
- (i) *Other liabilities.* Adjustments to reduce US Airways Group's accrued liabilities and other noncurrent liabilities related to the elimination of deferred gains and credits associated with certain long-term contracts that require no further performance obligations.
- (j) *Income taxes.* Adjustment to record the deferred tax impact of acquisition accounting adjustments related to indefinite lived intangible assets.
- (k) *US Airways Group stockholders' equity.* The elimination of all of US Airways Group's stockholders' equity, including common stock, additional paid-in capital, accumulated other comprehensive loss, and accumulated deficit.
- (l) *AAG common stock issuance.* An estimated 164 million shares of AAG common stock will be issued to US Airways Group's stockholders, at a per price share of \$17.76, totaling \$2.9 billion. Additionally, vested equity awards with a fair value of \$95 million that will be issued for converted US Airways Group equity awards are included in the purchase price.
- (m) *Deferred gains and credits.* Adjustments were made to eliminate deferred gains and credits associated with certain long-term contracts that require no further performance obligations.
- (n) *Profit sharing expense.* A decrease to US Airways Group's profit sharing and other variable compensation program expense recorded in wages, salaries, and benefits expense due to the decrease in profitability as a result of these pro forma adjustments.
- (o) *Operating leases.* Adjustments were made related to the impact of recording the fair value of US Airways Group's aircraft and facility operating leases. The fair value is computed as the net present value of the difference between the stated lease rates and the fair market rates. Additionally, US Airways Group records rent expense for leases with uneven payments on a straight-line basis. Adjustments were made to reflect the impact of adjusting its straight-line rent expense based on its remaining lease payments post-Merger as follows:

For the three months ended March 31, 2013: (i) aircraft rent expense – an \$11 million decrease due to straight-line rent and a \$30 million decrease due to fair value; (ii) regional expenses – a \$2 million decrease due to straight-line rent and a \$3 million decrease due to fair value; and (iii) other rent and landing fees – a \$1 million increase due to straight-line rent.

For the year ended December 31, 2012: (i) aircraft rent expense – a \$58 million decrease due to straight-line rent and a \$124 million decrease due to fair value; (ii) regional expenses – a \$9 million decrease due to straight-line rent and a \$10 million decrease due to fair value; and (iii) other rent and landing fees – a \$4 million increase due to straight-line rent.

(p)

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Spare parts and supplies, owned property, and equipment, and intangible assets. Adjustments were made to reflect the impact of recording the fair value of US Airways Group's spare parts and supplies, owned property and equipment, and intangible assets. For the three months ended March 31, 2013 and the year ended December 31, 2012, the pro forma adjustment to depreciation and amortization expense is comprised of an increase of \$15 million and \$56 million, respectively, related primarily to the pro forma increase in the value of finite-lived intangible assets, partially offset by a decrease of \$6 million and \$23 million, respectively, resulting from conforming to AMR's intangible amortization policy.

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- (q) *Interest expense.* For the three months ended March 31, 2013 and the year ended December 31, 2012, an increase to interest expense of \$22 million and \$89 million, respectively, to reflect the impact of recording the fair value of US Airways Group's long-term debt and capital leases, offset by \$4 million and \$13 million, respectively, for the impact of eliminating deferred debt issuance costs amortization.

- (r) *Frequent flyer revenue.* Adjustments were made to reflect the application of the deferred revenue method of accounting for US Airways Group's frequent flyer program in order to conform to AMR's frequent flyer accounting policy and also to reflect the effects of adjusting US Airways Group's frequent flyer liability to fair value. In addition, US Airways Group will apply the relative selling price method to recognize the revenue components related to frequent flyer miles sold to business partners under the provisions of ASC 605-25, Multiple Element Arrangements. Previously, US Airways Group used the residual method of accounting to determine the revenue related to the transportation and marketing components as it had not materially modified any significant agreements. Generally, as compared to the residual method, the relative selling price method increases the value of the marketing component recorded in other revenue. Application of the deferred revenue method and multiple element guidance results in a decrease in passenger revenue of \$19 million and \$6 million, respectively, for the three months ended March 31, 2013, and a decrease in passenger revenue of \$116 million and \$7 million, respectively, for the year ended December 31, 2012. Application of the multiple element guidance results in an increase in other revenue of \$26 million and \$81 million for the three months ended March 31, 2013 and the year ended December 31, 2012, respectively.

- (s) *Wages, salaries, and benefits.* Reflects impact of MOUs that were ratified by various labor groups of which \$45 million relates to US Airways' pilots and \$11 million relates to certain AMR labor groups for the three months ended March 31, 2013 and \$168 million relates to US Airways' pilots and \$44 million relates to certain AMR labor groups for the year ended December 31, 2012.

- (t) *Conforming reclassifications.* Certain reclassifications have been made between various categories of AMR's operating expenses and regional expenses for presentation conformity.

- (u) *Merger transaction costs.* Elimination of one-time costs directly attributable to the Merger.

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- (v) The pro forma combined basic and diluted earnings per share for the three months ended March 31, 2013 and the year ended December 31, 2012 is calculated as follows:

	Pro Forma Quarter Ended March 31, 2013 (In millions, except per share data)	Pro Forma Year Ended December 31, 2012
Pro forma net income (loss)	\$ (112)	\$ 599
Effect of US Airways Group convertible notes		31
Pro forma net income (loss) for purposes of computing diluted earnings per share	\$ (112)	\$ 630
Basic weighted average shares outstanding, including shares issuable pursuant to Plan of reorganization (a)	536	536
Estimated shares of AAG common stock to be issued:		
US Airways Group shares issued and outstanding (b)	163	162
Basic weighted average shares outstanding	699	698
Dilutive effects of securities		
AAG stock awards		3
US Airways Group stock awards		4
US Airways Group convertible notes		38
Diluted weighted average shares outstanding	699	743
Pro forma basic earnings (loss) per share	\$ (0.16)	\$ 0.86
Pro forma diluted earnings (loss) per share	\$ (0.16)	\$ 0.85

(a) Represents shares of AAG common stock issuable pursuant to the Plan to holders of allowed general, unsecured claims, assuming 208 million US Airways Fully Diluted Shares. Stakeholders, labor unions, and certain employees of the Debtors will receive 72% diluted equity ownership in AAG.

(b) Represents estimated shares of AAG common stock to be issued after giving effect to the 1.00 exchange ratio as determined in the Merger Agreement.

Note 3. Fresh Start Accounting

Upon emergence from Chapter 11, AMR will finalize all appropriate accounting entries associated with the Plan and adopt fresh start accounting in accordance with ASC 852, Reorganizations. Final reorganization entries include the issuance of AAG equity to the Debtors' stakeholders, labor unions, and certain employees in accordance with the Plan. Fresh start accounting requires resetting the historical net book value of remaining assets and liabilities to fair value by assigning the entity's reorganization value to the fair value of its assets and liabilities pursuant to ASC 805. Goodwill will be measured as the excess of the reorganization value over the fair values of identifiable net assets. The adoption of fresh start accounting will result in AMR becoming a new entity for financial accounting purposes. Accordingly, the AMR consolidated financial statements post-adoption are not comparable to the AMR consolidated financial statements prior to that date.

To enhance the comparability of the information presented, the Unaudited Pro Forma Condensed Combined Statements of Operations for the three months ended March 31, 2013 and the year ended December 31, 2012 includes pro forma historical financial statements of AMR adjusted to reflect (i) the effects of final anticipated reorganization entries and the adoption of fresh start accounting as if implemented on January 1, 2012 and (ii) changes in certain accounting principles as if adoption in connection with the adoption of fresh start accounting had occurred on January 1, 2012. Certain amounts reclassified from liabilities subject to compromise to long term debt and capital leases, net of current maturities and pension and post-retirement benefits are subject to modification during the Chapter 11 process. The reorganization value is

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subject to adjustment to reflect changes in the estimated reorganization value to be determined by the Bankruptcy Court. The fair value of individual assets and liabilities is subject to change and could result in material differences to the values estimated in the Unaudited Pro Forma Condensed Consolidated Balance Sheet and Statement of Operations.

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The tables below present the historical results for AMR after giving effect to the current estimated fresh start adjustments.

Unaudited Pro Forma Condensed Consolidated Balance Sheet

March 31, 2013

	AMR Historical	Pro Forma Adjustments (In millions)		AMR Pro Forma
Assets				
Current assets				
Cash and cash equivalents	\$ 606	\$		\$ 606
Short-term investments	3,638			3,638
Restricted cash and short-term investments	853			853
Accounts receivable	1,243			1,243
Aircraft fuel, spare parts and supplies	595	10	(a)	605
Prepaid expenses and other	590			590
Total current assets	7,525	10		7,535
Operating property and equipment	13,305	(1,851)	(b)	11,454
Other assets				
Goodwill		13,452	(c)	13,452
Intangibles	863	5,707	(d)	6,570
Restricted cash				
Other assets	2,159	8	(e)	2,167
Total other assets	3,022	19,167		22,189
Total assets	\$ 23,852	\$ 17,326		\$ 41,178
Liabilities and stockholders' equity (deficit)				
Current liabilities				
Current maturities of long-term debt and capital leases	\$ 1,286	\$		\$ 1,286
Accounts payable	1,440	400	(f)	1,840
Air traffic liability	3,454			3,454
Frequent flyer deferred revenue	1,726	(217)	(g)	1,509
Accrued liabilities	2,084			2,084
Total current liabilities	9,990	183		10,173
Noncurrent liabilities				
Long-term debt and capital leases, net of current maturities	7,021	338	(h)	7,359
Frequent flyer deferred revenue		2,296	(g)	2,296
Pension and post-retirement benefits	6,730	1,236	(i)	7,966
Other liabilities	1,708	2,206	(j)	3,914
Total noncurrent liabilities	15,459	6,076		21,535
Liabilities subject to compromise	6,779	(6,779)	(k)	
Commitments and contingencies				
Stockholders' equity (deficit)				
Common stock	341	(341)	(l)	5
		5	(m)	
Additional paid-in capital	4,483	(4,483)	(l)	9,465
		9,465	(m)	
Treasury stock at cost	(367)		(l)	
Accumulated other comprehensive loss	(3,030)	3,030	(l)	
Accumulated deficit	(9,803)	9,803	(l)	
Total stockholders' equity (deficit)	(8,376)	17,846		9,470

Total liabilities and stockholders equity (deficit)	\$ 23,852	\$ 17,326	\$ 41,178
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	AMR Historical	Pro Forma Adjustments	AMR Pro Forma
	(In millions, except per share amounts)		
Operating revenues			
Passenger Mainline	\$ 4,614	\$ (8) ⁽ⁿ⁾	\$ 4,606
Passenger Regional	679		679
Cargo	155		155
Other	650	35 ⁽ⁿ⁾	685
Total operating revenues	6,098	27	6,125
Operating expenses			
Aircraft fuel	2,200		2,200
Wages, salaries and benefits	1,484	33 ^(p)	1,517
Maintenance, materials and repairs	383		383
Other rent and landing fees	346		346
Aircraft rent	164	7 ^(q)	171
Selling expenses	276		276
Depreciation and amortization	246	(50) ^(r)	196
Special items	28		28
Other expenses	919		919
Total operating expenses	6,046	(10)	6,036
Operating income	52	37	89
Non-operating income (expense)			
Interest expense, net	(246)	11 ^(s)	(235)
Other, net	(9)		(9)
Total non-operating expense, net	(255)	11	(244)
Income (loss) before reorganization items, net	(203)	48	(155)
Reorganization items, net	(160)	160 ^(t)	
Income (loss) before income taxes	(363)	208	(155)
Income tax provision (benefit)	(22)	(u)	(22)
Net income (loss)	\$ (341)	\$ 208	\$ (133)
Earnings (loss) per share			
Basic	\$ (1.02)		\$ (0.25) ^(v)
Diluted	\$ (1.02)		\$ (0.25) ^(v)
Weighted average shares outstanding			
Basic	335		536 ^(v)
Diluted	335		536 ^(v)

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	AMR Historical	Pro Forma Adjustments	AMR Pro Forma
	(In millions, except per share amounts)		
Operating revenues			
Passenger Mainline	\$ 18,743	\$ (76)(n)	\$ 18,667
Passenger Regional	2,914		2,914
Cargo	669		669
Other	2,529	141(n)	2,670
Total operating revenues	24,855	65	24,920
Operating expenses			
Aircraft fuel	8,717	18(o)	8,735
Wages, salaries and benefits	6,897	(130)(p)	6,767
Maintenance, materials and repairs	1,400		1,400
Other rent and landing fees	1,304		1,304
Aircraft rent	550	51(q)	601
Selling expenses	1,050		1,050
Depreciation and amortization	1,015	(200)(r)	815
Special items	387		387
Other expenses	3,428		3,428
Total operating expenses	24,748	(261)	24,487
Operating income	107	326	433
Non-operating income (expense)			
Interest expense, net	(612)	14(s)	(598)
Other, net	268		268
Total non-operating expense, net	(344)	14	(330)
Income (loss) before reorganization items, net	(237)	340	103
Reorganization items, net	(2,208)	2,208(t)	
Income (loss) before income taxes	(2,445)	2,548	103
Income tax provision (benefit)	(569)	569(u)	
Net income (loss)	\$ (1,876)	\$ 1,979	\$ 103
Earnings (loss) per share			
Basic	\$ (5.60)		\$ 0.19(v)
Diluted	\$ (5.60)		\$ 0.19(v)
Weighted average shares outstanding			
Basic	335		536(v)
Diluted	335		539(v)

- (a) *Aircraft fuel, spare parts, and supplies.* An adjustment to reflect the fair value of AMR's spare parts.
- (b) *Operating property and equipment.* An adjustment to reflect fair value of AMR's owned property and equipment.
- (c) *Goodwill.* An adjustment to reflect reorganization value in excess of the fair value of tangible and identifiable intangible assets, net of liabilities. Goodwill is not amortized, but rather is assessed for impairment at least annually or more frequently whenever events or circumstances indicate that goodwill might be impaired.
- (d) *Intangibles.* Adjust AMR's identifiable intangible assets to fair value. These intangible assets reflect the estimated fair value of its trade name, Slots, oneworld® and joint business alliance agreements, marketing agreements, customer relationships, and certain contracts. Certain of these assets will not be amortized and as such be subject to an annual impairment review.
- (e)

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Other assets. Adjustments were made to (i) eliminate other noncurrent assets associated with deferred debt issuance costs of \$126 million; (ii) eliminate prepaid amounts relating to straight line expense recognition of

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- \$78 million; and (iii) record the fair value of certain favorable AMR aircraft operating leases and other assets of \$196 million.
- (f) *Accounts payable.* Adjustment to reinstate or accrue certain liabilities related to certain administrative claims and cure cost from Liabilities subject to compromise upon emergence from Chapter 11 which are expected to be paid in cash.
- (g) *Frequent flyer deferred revenue.* An adjustment to revalue AMR's obligation under the AAdvantage® program to reflect the estimated fair value of miles to be redeemed in the future. Adjustments of \$2.3 billion to increase and a reduction of \$217 million were reflected for the fair value of these miles in long-term and current classifications, respectively. Effective with the Debtors' emergence from the Chapter 11 Cases, AMR will change its accounting policy from an incremental cost basis to a deferred revenue model for miles earned through travel.
- (h) *Long-term debt and capital leases.* Adjustments were made to (i) record a net premium of \$269 million to reflect the fair value of AMR's long term debt (the difference between the fair value and the face amount of each borrowing is amortized as interest expense over the remaining term of the borrowings based on maturity dates); and (ii) reinstate \$69 million of secured debt from liabilities subject to compromise upon emergence from Chapter 11.
- (i) *Pension and post-retirement benefits.* Adjustment to reinstate post-retirement benefits from liabilities subject to compromise upon emergence from Chapter 11. AMR has filed an action in Bankruptcy Court seeking a declaration that AMR has the legal authority to modify these benefits and is awaiting a decision. Depending on the outcome, the \$1.2 billion liability may be reduced or eliminated.
- (j) *Other noncurrent liabilities.* Adjustments were made to (i) to record \$1.8 billion deferred tax impact of fresh start accounting adjustments related to indefinite lived assets; (ii) record the fair value of certain unfavorable AMR aircraft operating leases of \$499 million; (iii) eliminate \$248 million of deferred gains associated with certain long term contracts; (iv) reinstate \$94 million of special facility revenue bonds from liabilities subject to compromise upon emergence from Chapter 11; and (v) record a net premium of \$12 million to reflect the fair value of special facility revenue bonds.
- (k) *Liabilities subject to compromise.* Elimination of liabilities subject to compromise upon emergence from Chapter 11.
- (l) *AMR stockholders' equity.* The elimination of all of AMR's stockholders' equity, including common stock, additional paid-in capital, accumulated other comprehensive loss, and accumulated deficit.
- (m) *AAG common stock issuance.* The reorganization value of AAG is estimated to be \$9.0 billion assuming an estimated 536 million shares of AAG common stock to be issued to stakeholders, labor unions, and certain employees. The reorganization value is based on the trading market price of US Airways Group common stock. AMR believes the trading value of US Airways Group common stock is the best indicator of AAG common stock to be issued based on the following factors:
- The market price of a publicly traded security in a liquid, established and regulated market is generally accepted by financial advisors and other relevant professionals as a reasonable indicator of the current value for such security;
 - US Airways Group common stock currently is listed and traded on the New York Stock Exchange and is a highly liquid security;
 - Pursuant to and upon consummation of the Merger, holders of US Airways Group common stock will receive one share of AAG common stock in exchange for each share of existing US Airways Group common stock held; and
 - The terms of the Merger have been publicly announced.
- (n) *Revenues.* Pro forma revenue assumes application of changing from the incremental cost to the deferred revenue method to account for frequent flier miles earned by AMR's customers, as well as adoption of the provisions of ASC 605-25, *Multiple Element Arrangements*, which requires allocation of total consideration to each element of the arrangement based upon their relative selling prices versus deferring the full fair value of the undelivered element and recognizing the residual amount into revenue for elements of the arrangement that have been earned, which is AMR's current policy. Application of the deferred revenue methodology and multiple element guidance results in a decrease in passenger revenue of \$3 million and \$5 million, respectively, for the three months ended March 31, 2013 and a decrease in passenger revenue of

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- \$43 million and \$33 million, respectively, for the year ended December 31, 2012. Application of multiple element guidance results in an increase in Other Revenue of \$35 million and \$141 million for three months ended March 31, 2013 and for the year ended December 31, 2012, respectively, with a corresponding offset in deferred revenue versus the residual method.
- (o) *Aircraft fuel.* An increase in fuel expense results from the elimination of fuel hedge gains included in accumulated other comprehensive loss at January 1, 2012.
 - (p) *Wages, salaries, and benefits.* The elimination of the amortization of actuarial gains/losses included in accumulated other comprehensive loss at January 1, 2012 results in a decrease in net benefit costs.
 - (q) *Aircraft Rent.* Adjustments were made related to (i) the impact of recording the fair value of AMR's aircraft operating leases decreased rent expense by \$4 million for the three months ended March 31, 2013 and \$17 million for the year ended December 31, 2012; and (ii) elimination of deferred gains associated with long term contracts increased rent expense of \$11 million for the three months ended March 31, 2013 and \$68 million for the year ended December 31, 2012.
 - (r) *Depreciation and amortization.* Inventories, Operating Property & Equipment, and Finite-Lived Intangible assets are marked to fair value according to certain valuation methods including appraisals and discounted cash flow analysis. The estimated fair values of Operating Property & Equipment, estimated to be depreciated according to current policies over their estimated remaining economic life, were lower than current book values resulting in a pro forma decrease in depreciation expense of \$63 million and \$251 million for the three months ended March 31, 2013 and the year ended December 31, 2012, respectively, partially offset by an increase in amortization expense of \$13 million and \$51 million for the three months ended March 31, 2013 and the year ended December 31, 2012, respectively, related to the pro forma increase in the value of AMR's finite-lived intangible assets.
 - (s) *Interest expense, net.* Adjustments were made to reflect the following: (i) amortization of discounts and premiums related to the revaluation of AMR's debt and capital lease obligations result in a decrease to interest expense of \$10 million for the three months ended March 31, 2013 and \$4 million for the year ended December 31, 2012; (ii) elimination of debt issue costs of \$4 million for the three months ended March 31, 2013 and \$21 million for the year ended December 31, 2012; and (iii) elimination of deferred gains associated with long term contracts of \$3 million for the three months ended March 31, 2013 and \$11 million for the year ended December 31, 2012.
 - (t) *Reorganization items, net.* Adjustment to reflect the elimination of reorganization items, net.
 - (u) *Income tax expense (benefit).* Elimination of non-cash tax benefit allocation for the year ended December 31, 2012, between other comprehensive income and loss from continuing operations is not required as the pro forma consolidated statement of operations reflects income from continuing operations.
 - (v) *Earnings per Share.* Pro forma basic earnings per share are based on AAG basic weighted average shares outstanding for the three months ended March 31, 2013 and the year ended December 31, 2012. Pro forma diluted earnings per share is based on AAG diluted weighted average shares outstanding for the year ended December 31, 2012.

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DESCRIPTION OF CAPITAL STOCK OF AAG

The following information is a summary of the AAG capital stock and is qualified by reference to the provisions of the DGCL and AAG's form of certificate of incorporation and bylaws, which are included as annexes to this proxy statement/prospectus.

AAG's authorized capital stock will consist of 1.75 billion shares of common stock, par value \$0.01, and 200 million shares of preferred stock, par value \$0.01. It is a condition to the Closing that the shares of AAG common stock be authorized for listing on the NYSE or NASDAQ prior to the Effective Time. AMR will use its reasonable best efforts to cause the shares of AAG common stock to be authorized for listing on the NYSE or NASDAQ upon official notice of issuance, prior to the Closing Date.

Common Stock

Dividends

Holders of AAG common stock will share equally in any dividend or other distribution declared by AAG's board of directors, subject to the rights of holders of any outstanding preferred stock.

Voting Rights

Holders of AAG common stock will be entitled to one vote per share on all matters submitted to a vote of common stockholders, except that voting rights of non-U.S. citizens are limited to the extent that the shares of common stock held by such non-U.S. citizens would otherwise be entitled to more than 24.9% of the aggregate votes of all outstanding AAG common stock, preferred stock, warrants, rights, or options to purchase AAG common stock and certain other equity-type interests of AAG (collectively, "AAG Securities"). Holders of common stock will have no right to cumulate their votes. Unless otherwise required by applicable law, the AAG Certificate of Incorporation or the AAG Bylaws, or the rules or regulations of any stock exchange applicable to AAG, any question brought before any meeting of the stockholders, other than the election of directors, requires the affirmative vote of holders of a majority of the total number of votes of AAG's capital stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter, voting as a single class, provided a quorum is present.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of AAG, holders of AAG common stock would be entitled to receive the assets and funds legally available for distribution in proportion to the number of shares held by them after payments to creditors, and of preferential amounts, if any, to which any holders of preferred stock may be entitled. If AAG has any preferred stock outstanding at such time, holders of the preferred stock may be entitled to distributions and/or liquidation preferences. In such case, AAG must pay the applicable distribution to holders of its preferred stock, if required pursuant to the terms of any such preferred stock, before it may pay distributions to holders of AAG common stock.

Other Rights

In the event of a Merger or consolidation of AAG with or into another entity, the holders of shares of AAG common stock will be entitled to receive the same per share consideration on a per share basis.

Holders of shares of AAG's capital stock will not be entitled to preemptive rights to purchase additional shares.

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Preferred Stock

General

AAG's board of directors will be authorized to issue up to 200 million shares of preferred stock from time to time, in one or more series, with such voting powers, full or limited, or without voting powers and with such designations, preferences, and relative, participating, optional, or other special rights, and qualifications, limitations, or restrictions thereof, as are stated and expressed in the resolution or resolutions providing for the issuance thereof adopted by AAG's board of directors.

AAG's board of directors may authorize the issuance of preferred stock with voting rights that affect adversely the voting power or other rights of its other classes of stock, including the common stock described above. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, also could have the effect of delaying, deferring, or preventing a change in control or causing the market price of AAG's common stock to decline. Except for the AAG Convertible Preferred Stock, AAG has no current plans to issue preferred stock.

AAG Convertible Preferred Stock

On the Effective Date, AAG will designate a series of AAG Convertible Preferred Stock, which will be issued to certain stakeholders of AMR and the Debtors in accordance with the terms of the Plan. All of the AAG Convertible Preferred Stock will be converted into AAG common stock by 120 days after the Effective Date. For a detailed description of the terms of the AAG Convertible Preferred Stock, see the sections entitled "The Plan of Reorganization - The Support and Settlement Agreement" beginning on page 150 and "The Plan of Reorganization - AAG Convertible Preferred Stock" beginning on page 151.

Certain Anti-takeover Provisions of AAG's Certificate of Incorporation and Bylaws

Certain provisions of the AAG Certificate of Incorporation and the AAG Bylaws may have the effect of delaying or preventing a change in control if its board of directors determines such change in control is not in the best interests of AAG and its stockholders. These provisions include, among other things, the following:

the ability to authorize undesignated preferred stock with super voting, special approval, dividend, or other rights or preferences that could impede the success of any attempt to acquire AAG;

advance notice procedures for stockholder proposals to be considered at stockholders' meetings;

the ability of AAG's board of directors to fill vacancies on the board;

a prohibition against stockholders taking action by written consent;

a prohibition against stockholders calling special meetings of stockholders;

certain restrictions on security ownership by persons who are not citizens of the U.S. (for a more detailed description, see the section entitled "Other Provisions Restricting Transfer and Ownership" below);

certain restrictions on transfer of securities by persons holding 4.75% or more of AAG's capital stock or transfers resulting in a new person or group holding 4.75% or more of AAG's capital stock (for a more detailed description, see the section entitled "Other Provisions Restricting Transfer and Ownership" below);

requiring the approval of holders of at least 80% of the voting power of the shares entitled to vote in the election of directors to modify or amend the AAG Bylaws; and

super-majority voting requirements to modify or amend specified provisions of the AAG Certificate of Incorporation.

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AAG will also be subject to the provisions of Section 203 of the DGCL, which prohibits business combinations with interested stockholders. Interested stockholders do not include stockholders whose acquisition of AAG's securities is pre-approved by the board of directors in accordance with Section 203 of the DGCL.

Other Provisions Restricting Transfer and Ownership

IRS and DOT Restrictions on Transfer and Ownership

The AAG Certificate of Incorporation will also impose certain restrictions on the transferability and ownership of AAG Securities in order to comply with U.S. law and related rules and regulations of the DOT and to reduce the possibility that subsequent changes in the ownership of AAG Securities could result in limitations on the use of the significant NOL Carryforwards and other valuable tax attributes of AAG and its subsidiaries.

Charter Restrictions on Transfer

Subject to certain exceptions, or the prior approval of the board of directors of AAG, the AAG Certificate of Incorporation will restrict (i) any person or entity (including certain groups of persons) from directly or indirectly acquiring or accumulating AAG Securities if such person or entity would become a person or entity with a percentage ownership of 4.75% or more of AAG Securities (a Substantial Stockholder) or if such acquisition would increase the percentage stock ownership (as determined under applicable tax law principles) of a Substantial Stockholder, and (ii) for three years and six months after the Effective Date, any person or entity from directly or indirectly disposing of AAG Securities if such transferor is a Substantial Stockholder or such disposition would result in a decrease in the percentage stock ownership of a Substantial Stockholder. For purposes of computing the percentage stock ownership of a holder of AAG Convertible Preferred Stock, such holder's percentage stock ownership will be the greater of the percentage computed (a) based on the ownership of the AAG Convertible Preferred Stock and (b) based on the ownership of the maximum amount of AAG common stock into which the AAG Convertible Preferred Stock of such holder may convert at any time over the life of the AAG Convertible Preferred Stock. These restrictions may remain in effect for as long as eight years after the Effective Date and may be waived by the board of directors of AAG on a case-by-case basis.

These provisions are not intended to prevent a takeover, but are intended to protect and maximize the value of AAG's stockholders' interests. Since these provisions have the effect of encouraging persons seeking to acquire control of AAG to negotiate with AAG's board of directors, they could enable the board of directors of AAG to prevent a transaction that some, or a majority, of AAG's stockholders might believe to be in their best interests and, in that case, may prevent or discourage attempts to remove and replace incumbent directors.

Charter Restrictions on Ownership

Certain provisions of the AAG Certificate of Incorporation provide for limits on the voting and ownership of AAG Securities. Pursuant to the provisions of the AAG Certificate of Incorporation, persons who are not citizens of the U.S. are not entitled to own or have voting control over more than 24.9% of the aggregate votes of all outstanding AAG Securities or 49.9% of the total number of outstanding shares of all outstanding AAG Securities.

This restriction on ownership is not intended to prevent a takeover, but is intended to ensure compliance with applicable law and protect and maximize the value of AAG's stockholders' interests. Since these provisions have the effect of prohibiting certain persons from acquiring control of AAG, the AAG Certificate of Incorporation may have the effect of preventing a transaction that some, or a majority, of AAG's stockholders might believe to be in their best interests.

For a more detailed description of the provisions of the AAG Certificate of Incorporation and the AAG Bylaws, see the section entitled Comparison of Stockholder Rights and Corporate Governance Matters beginning on page 173.

Table of Contents**COMPARISON OF STOCKHOLDER RIGHTS AND CORPORATE GOVERNANCE MATTERS**

Both US Airways Group and AMR are incorporated under the laws of the State of Delaware and, accordingly, the rights of the stockholders of each are currently governed by the DGCL and, following the Closing, the rights of AAG stockholders will be governed by the DGCL. Upon the Closing, stockholders of US Airways Group will exchange their shares of US Airways Group common stock for AAG common stock.

Accordingly, upon the Closing, the rights of US Airways Group stockholders who become stockholders of AAG in the Merger will be governed by the DGCL, the AAG Certificate of Incorporation and the AAG Bylaws, which are attached to this proxy statement/prospectus as Annexes B and D, respectively.

As indicated in the Merger Agreement, AMR will file its amended and restated certificate of incorporation, referred to herein as the AAG Certificate of Incorporation, with the Delaware Secretary of State and adopt its amended and restated bylaws, referred to herein as the AAG Bylaws, at the time of the Closing, at which time both documents will go into effect. Immediately following the time of the Closing, AAG will file an amendment to the AAG Certificate of Incorporation with the Delaware Secretary of State changing its name from AMR Corporation to American Airlines Group Inc.

The following is a summary of material differences between the current rights of US Airways Group stockholders and the proposed rights of AAG stockholders. While AMR and US Airways Group believe that this summary covers the material differences between the two, this summary may not contain all of the information that is important to you. This summary is not intended to be a complete discussion of the respective rights of US Airways Group and AAG stockholders and it is qualified in its entirety by reference to the DGCL, the certificates of incorporation and bylaws of US Airways Group and the AAG Certificate of Incorporation and AAG Bylaws to which AMR and US Airways Group refer in this summary. In addition, the identification of some of the differences in the rights of these stockholders as material is not intended to indicate that other, equally important differences do not exist. Each of AMR and US Airways Group urge you to carefully read this entire proxy statement/prospectus, the relevant provisions of the DGCL, and the other documents to which AMR and US Airways Group refer in this proxy statement/prospectus for a more complete understanding of the differences between being a stockholder of US Airways Group and being a stockholder of AAG. US Airways Group has filed with the SEC its certificate of incorporation and bylaws referenced in this summary of stockholder rights and will send copies of these documents to you, without charge, upon your request. See the section entitled "Additional Information" beginning on page 336.

	US Airways Group	AAG
Authorized Capital Stock	The authorized capital stock of US Airways Group consists of 400 million shares of common stock, par value \$0.01 per share.	The authorized capital stock of AAG will consist of (i) 1.75 billion shares of common stock, par value \$0.01 per share, and (ii) 200 million shares of preferred stock, par value \$0.01 per share.
Preferred Stock	US Airways Group's certificate of incorporation does not provide for the issuance of preferred stock.	The AAG Certificate of Incorporation will expressly authorize its board of directors at any time, and from time to time, to provide for the issuance of shares of preferred stock in one or more series, with such voting powers, full or limited, or without voting powers and with such designations, preferences, and relative, participating, optional or other special rights, and qualifications, limitations, or restrictions thereof, as will be stated and expressed in the

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	US Airways Group	AAG
Restriction on Transfer of Shares	None.	<p>resolutions providing for the issuance of such shares of AAG preferred stock.</p> <p>The AAG Certificate of Incorporation will provide that, (i) until the earliest of (a) the eighth anniversary of the Closing; (b) the repeal, amendment, or modification of Section 382 of the Code; (c) the beginning of a taxable year of AAG in which no tax benefits are available; or (d) the date selected by the board of directors if the board of directors determines that the limitation amount imposed by Section 382 of the Code as of such date in the event of an ownership change of AAG would not be materially less than the NOL Carryforwards or net unrealized built-in loss of AAG; or (ii) as the restrictions are otherwise released by the board of directors, any attempted transfer of AAG Securities will be prohibited and void (1) if the transferor is any person or group holding 4.75% or more of the outstanding capital stock of AAG or the transfer results in a decrease in any such person's or group's holdings or (2) if as a result of such transfer, any person or group will become a stockholder holding 4.75% or more of the outstanding capital stock of AAG or the transfer results in an increase in the holdings of any person or group already holding 4.75% or more of the outstanding capital stock of AAG. The disposition restrictions in prong (1) expire three years and six months after the Closing Date.</p>
Restrictions on Voting and Ownership	<p>US Airways Group's certificate of incorporation provides for limits on the voting and ownership of equity securities of US Airways Group (which include US Airways Group capital stock, securities convertible into US Airways Group capital stock, voting securities and options, warrants, or other rights to acquire equity interests in US Airways Group) owned or controlled by persons who are not citizens of the U.S. in order to comply with U.S. law and related rules and regulations of the DOT. In no event will the total number of shares of equity securities of US</p>	<p>The provisions of the AAG Certificate of Incorporation applying to voting and ownership of AAG Securities will be substantially similar.</p>

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	US Airways Group	AAG
	Airways Group held by non-U.S. citizens be entitled to more than 24.9% of the aggregate votes of all outstanding equity securities of US Airways Group or 49.9% of the total number of outstanding shares of all outstanding equity securities of US Airways Group.	
Number of Directors	US Airways Group's certificate of incorporation provides that the board of directors will consist of not less than one nor more than 15 directors, the exact number of which will be fixed from time to time by resolution adopted by a majority of US Airways Group's board of directors then in office. US Airways Group's board of directors currently consists of eight directors.	<p>The provisions of the AAG Certificate of Incorporation will be substantially similar.</p> <p>The Merger Agreement provides, and the AAG Bylaws will provide, that AAG's initial board of directors will consist of 12 directors following the Closing.</p> <p>The AAG Bylaws will further provide that until the second annual meeting of stockholders following the Closing Date, the board of directors may not change the number of directors comprising the full board of directors except by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was designated as a director by AMR and at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.</p>
		See also the rows of this chart entitled "Certain Governance Matters concerning Mr. Horton" and "Certain Governance Matters concerning Mr. Parker."
Cumulative Voting	US Airways Group's certificate of incorporation does not provide for cumulative voting and, accordingly, holders of US Airways Group's common stock do not have cumulative voting rights in connection with the election of directors.	The provisions of the AAG Certificate of Incorporation with regard to AAG common stock will be substantially similar.
Classification of Board of Directors	US Airways Group's certificate of incorporation classifies the board of directors into three separate classes, each consisting as nearly as possible of one-third of the total number of directors constituting the entire board of directors, with staggered three-year	The AAG Certificate of Incorporation will not provide for a classified board and, accordingly, each director will hold office until the next annual election of directors and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation, or removal.

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	US Airways Group	AAG
	<p>terms. If the number of directors is changed, any increase or decrease will be apportioned across classes in order for the classes to remain as nearly equal as possible.</p>	
Removal of Directors	<p>US Airways Group's certificate of incorporation provides that any director may be removed only for cause and by the affirmative vote of holders of at least 80% of the voting power of the then issued and outstanding capital stock entitled to vote for the election of directors.</p>	<p>Neither the AAG Certificate of Incorporation nor the AAG Bylaws will contain provisions expressly governing the removal of a director. Under Section 141(k) of the DGCL, any director or the entire board of directors of AAG may be removed, with or without cause, by holders of a majority of the shares then entitled to vote at an election of directors.</p>
		<p>See also the rows of this chart entitled "Certain Governance Matters concerning Mr. Horton" and "Certain Governance Matters concerning Mr. Parker."</p>
Vacancies on the Board of Directors	<p>US Airways Group's certificate of incorporation provides that any vacancy on the board of directors that results from an increase in the number of directors may be filled by a majority of the board of directors then in office, provided that a quorum is present, and any other vacancy occurring on the board of directors may be filled by a majority of the board of directors then in office, even if less than a quorum, or by a sole remaining director. Any director of any class elected to fill a vacancy resulting from an increase in the number of directors of that class will hold office for a term that coincides with the remaining term of that class. Any director elected to fill a vacancy not resulting from an increase in the number of directors will have the same remaining term as his or her predecessor.</p>	<p>The AAG Certificate of Incorporation will provide that any vacancy on the board of directors that results from an increase in the number of directors may be filled by a majority of the board of directors then in office, provided that a quorum is present, and any other vacancy occurring on the board of directors may be filled by a majority of the board then in office, even if less than a quorum, or by a sole remaining director.</p>
		<p>See also the row of this chart entitled "Number of Directors."</p>
Stockholder Action by Written Consent	<p>US Airways Group's certificate of incorporation provides that no stockholder action may be taken except at an annual or special meeting of stockholders and that stockholders may not take any action by written consent.</p>	<p>The provisions of the AAG Certificate of Incorporation will be substantially similar.</p>
Amendment to Certificate of Incorporation	<p>US Airways Group's certificate of incorporation provides that US Airways Group reserves the right to amend, alter, change, or repeal any provision</p>	<p>The provisions of the AAG Certificate of Incorporation will be substantially similar.</p>

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contained in its certificate of incorporation in a manner in keeping with the certificate of incorporation or the DGCL, and that all rights conferred upon stockholders are granted subject to that reservation.

US Airways Group's certificate of incorporation requires the affirmative vote of holders of at least two-thirds of the voting power of the shares entitled to vote for the election of directors to amend, alter, change, repeal, or adopt any provision of the certificate of incorporation inconsistent with the purpose and intent of the provisions which relate to the board of directors, the absence of the ability of stockholders to take action by written consent, amendment of bylaws, or amendment of the certificate of incorporation.

US Airways Group's certificate of incorporation and bylaws provide that US Airways Group's bylaws may be adopted, amended, altered, or repealed by the affirmative vote of at least a majority of the board of directors.

In addition, US Airways Group's certificate of incorporation and bylaws also provide that US Airways Group's bylaws may be adopted, amended, altered, or repealed by the affirmative vote of at least 80% of the voting power of the shares entitled to vote for the election of directors.

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In addition, the AAG Certificate of Incorporation will require the affirmative vote of holders of at least two-thirds of the voting power of the shares entitled to vote for the election of directors to amend, alter, change, repeal, or adopt any provision of the certificate of incorporation inconsistent with the purpose and intent of the provisions which relate to the restrictions on transfer of securities (see the row of this chart entitled "Restriction on Transfer of Shares") or as it concerns the board of directors, including their authority, number, and term, as well as their voting rights regarding Mr. Horton and Mr. Parker (see the rows of this chart entitled "Number of Directors" and "Vacancies on the Board of Directors").

The provisions of the AAG Certificate of Incorporation will be substantially similar with the following exception:

Under the AAG Bylaws (but subject to the AAG Certificate of Incorporation), certain provisions of the bylaws regarding the board of directors discussed below under the rows of this chart entitled "Certain Governance Matters concerning Mr. Horton" and "Certain Governance Matters concerning Mr. Parker" may be amended until the date that is the later of (i) 18 months after the Closing Date and (ii) the date of the second annual meeting of stockholders following the Closing Date only by (a) the affirmative vote of holders of at least 75% of the voting power of the outstanding shares of capital stock of AAG entitled to vote for the election of directors, or (b) the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), including, in certain cases, at least one director who was designated as a director by AMR or US Airways Group, as applicable, pursuant to the Merger Agreement.

Amendment of Bylaws

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	US Airways Group	AAG
Special Meeting of Stockholders	<p>US Airways Group's certificate of incorporation provides that special meetings of the stockholders may be called by:</p> <p style="padding-left: 40px;">the chairman of the board of directors;</p> <p style="padding-left: 40px;">the chief executive officer or president; or</p> <p style="padding-left: 40px;">the board of directors.</p>	<p>The provisions of the AAG Certificate of Incorporation will be substantially similar, except that the president of AAG will not be entitled to call a special meeting.</p>
Quorum	<p>Stockholders are explicitly denied the ability to call a special meeting.</p> <p>US Airways Group's bylaws provide that holders of a majority in voting power of the capital stock issued, outstanding, and entitled to vote at a meeting of stockholders, present in person or represented by proxy, will constitute a quorum at all meetings of the stockholders for the transaction of business.</p>	<p>The provisions of the AAG Bylaws will be substantially similar.</p>
Notice of Stockholder Meeting	<p>US Airways Group's bylaws provide that written notice of meetings of stockholders, stating the place, if any, date, and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at that meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, must be given to each stockholder of record entitled to vote whenever stockholders are required or permitted to take any action at any meeting. The secretary must provide such notice not less than ten nor more than 60 days before the date of the meeting.</p>	<p>The provisions of the AAG Bylaws will be substantially similar.</p>
Delivery & Notice Requirements of Stockholder Nominations and Proposals	<p>US Airways Group's bylaws provide that at any annual stockholders' meeting only such business may be transacted as has been:</p> <p style="padding-left: 40px;">specified in the notice of meeting or any supplement thereto given by or at the direction of the board of directors or any duly authorized committee thereof;</p>	<p>The AAG Bylaws will provide that at any annual stockholders' meeting only such business may be transacted as has been:</p> <p style="padding-left: 40px;">specified in the notice of meeting given by or at the direction of the board of directors; or</p>

otherwise properly brought by any stockholder of
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otherwise properly brought by or at the direction of the board of directors or any duly authorized committee thereof; or

present in person who (i)(a) was a beneficial owner of shares of AAG both at the time of giving the notice provided for in the bylaws and at the time of meeting, (b) is entitled to vote at the meeting, and (c) has complied with the notice procedures set forth in the bylaws; or (ii) properly made such proposal in accordance with Rule 14a-8 under the Exchange Act and the rules and regulations thereunder.

otherwise properly brought by any stockholder of US Airways Group (i) who is a stockholder of record on the date of the giving of the notice provided for in the bylaws and on the record date for the determination of stockholders entitled to notice of and to vote at such annual meeting of stockholders, and (ii) who complies with the notice procedures set forth in the bylaws.

For a proposal, other than nominations of persons for election to the board of directors, to be properly brought before an annual meeting of stockholders by a stockholder, the stockholder must have given timely written notice thereof to the secretary of US Airways Group and such business must be a proper matter for stockholder action.

The AAG Bylaws will also provide that, for a proposal to be properly brought before an annual meeting of stockholders by a stockholder, the stockholder must give timely notice thereof in writing to the secretary.

To be timely, a stockholder's written notice pertaining to an annual meeting of stockholders must be delivered to, or mailed to and received by, the secretary at the principal executive offices of US Airways Group not less than 90 calendar days nor more than 120 calendar days prior to the anniversary date of the immediately preceding year's annual meeting of stockholders; except that, in the event that the annual meeting of stockholders is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting of stockholders was mailed or such public disclosure of the date of the annual meeting of stockholders was made, whichever first occurs.

To be timely, a stockholder's written notice must be delivered to, or mailed and received at, the principal executive offices of AAG not less than 90 days nor more than 120 days prior to the one-year anniversary of the preceding year's annual meeting; except that, if the date of the annual meeting of stockholders is more than 30 days before or after such anniversary date, notice by the stockholder to be timely must be delivered, mailed or received, not later than the 90th day prior to such annual meeting of stockholders or, if later, the tenth day following the day on which public disclosure of the date of such annual meeting of stockholders was first made.

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US Airways Group's bylaws also provide that, for business to be properly brought before a special meeting of stockholders, other than nominations of persons for election to the board of directors, a stockholder must give timely written notice thereof to the secretary of US Airways Group.

To be timely, a stockholder's written notice must be received by the secretary at the principal executive offices of US Airways Group at least ten days prior to the date of the first public notice of the special meeting.

A stockholder's written notice to the secretary for either an annual meeting of stockholders or a special meeting of stockholders must set forth:

a brief description of the business desired to be brought before the meeting and the reasons for conducting the business at the meeting;

the name and address of record of the stockholder proposing that business;

the class and number of shares of US Airways Group which are beneficially owned by the stockholder;

the dates upon which the stockholder acquired those shares;

documentary support for any claim of beneficial ownership;

a description of all arrangements or understandings between the stockholder and any other person or persons (including their names) in

A stockholder's written notice to the secretary must set forth as to each matter the stockholder proposes to bring before the meeting:

a brief description of the business desired to be brought before the meeting and the reasons for conducting the business;

the text of the proposal or business, including the text of any resolutions proposed for consideration;

a reasonably detailed description of all agreements, arrangements, and understandings between the stockholder and any other party; and

any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act.

In addition, the stockholder must provide, among other matters:

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connection with the proposal and any material interest of the stockholder in the business; the stockholder's name and address;

a representation that the stockholder intends to appear in person or by proxy at the

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meeting to bring the business before the meeting;	the class or series and number of shares of AAG that are, directly or indirectly, owned of record or beneficially owned by the stockholder, except that such stockholder shall in all events be deemed to beneficially own any shares of any class or series of AAG as to which such stockholder has a right to acquire beneficial ownership at any time in the future; and
a statement in support of the matter; and	
for proposals sought to be included in the proxy statement, any other information required by Rule 14a-8 under the Exchange Act.	any material interest of the stockholder in the business.

US Airways Group's bylaws also provide that no business may be conducted at any stockholders meeting except business brought before the meeting in accordance with the procedures set forth in the bylaws. If the chairman of the meeting determines that business was not properly brought before the meeting, the chairman will declare that the business was not properly brought and such business will not be considered or transacted.

US Airways Group's bylaws expressly provide that its stockholders are denied the right to call a special meeting of stockholders. See also the row of this chart entitled Special Meeting of Stockholders.

US Airways Group's bylaws further provide that nominations of persons for election to the board of directors may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (i) by or at the direction of the board of directors (or any duly authorized committee thereof), or (ii) by any stockholder of US Airways Group (a) who is a stockholder of record on the date of the giving of the notice and on the record date for the determination of stockholders entitled to notice of and to vote at such meeting, and (b) who complies with the following notice procedures.

The AAG Bylaws will expressly provide that AAG's stockholders are denied the right to call a special meeting of stockholders. See also the row of this chart entitled Special Meeting of Stockholders.

The AAG Bylaws will provide that nominations of any person for election to the board of directors at an

annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the board of directors, including by any committee or persons authorized to do so by the board of directors or the AAG Bylaws, or (ii) by a stockholder present in person (a) who was a beneficial owner of shares of AAG both at the time of giving the notice and at the time of the meeting, (b) is entitled to vote at the meeting, and (c) has complied with the following notice and nomination requirements.

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To be timely, a stockholder's notice to the secretary must be delivered to or mailed and received at the principal executive offices of US Airways Group (a) in the case of an annual meeting, not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs, and (b) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

For a stockholder to make any nomination of a person or persons for election to the board of directors at an annual meeting, the stockholder must (i) provide notice thereof in writing and in proper form to the Secretary of AAG delivered to, or mailed and received at, the principal executive offices of AAG not less than 90 days nor more than 120 days prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that if the date of the annual meeting is more than 30 days before or after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not later than the 90th day prior to such annual meeting or, if later, the tenth day following the day on which public disclosure of the date of such annual meeting was first made, (ii) provide the requisite information, agreements and questionnaires with respect to such stockholder and its candidate for nomination as is set forth in the AAG Bylaws and (iii) provide the requisite updates or supplements to such notice at the times and in the forms required by the AAG Bylaws. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of AAG not earlier than the 120th day prior to such special meeting and not later than the 90th day prior to such special meeting or, if later, the tenth day following the day on which public disclosure of the date of such special meeting was first made.

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To be in proper written form, a stockholder's notice to the secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director:	To be in proper form, a stockholder's notice to the secretary must set forth as to each person making the nomination:
<p style="padding-left: 40px;">the name, age, business address, and residence address of the person;</p> <p style="padding-left: 40px;">the principal occupation or employment of the person;</p> <p style="padding-left: 40px;">the class or series and number of shares of capital stock of US Airways Group which are owned of record by the person;</p> <p style="padding-left: 40px;">any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and</p>	<p style="padding-left: 40px;">the name and address of such nominating person;</p> <p style="padding-left: 40px;">the class or series and number of shares of AAG that are, directly or indirectly, owned of record or beneficially owned by such nominating person, except that such nominating person shall in all events be deemed to beneficially own any shares of any class or series of AAG as to which such nominating person has a right to acquire beneficial ownership at any time in the future;</p> <p style="padding-left: 40px;">information about derivative securities and held or maintained by each nominating person and any rights to dividends relating to AAG securities;</p> <p style="padding-left: 40px;">certain material relationships, interests, agreements, holdings, discussions, and legal proceedings as set forth in the AAG Bylaws; and</p>
(ii) as to the stockholder giving the notice:	any other information required by the SEC to be disclosed in a proxy statement.
<p style="padding-left: 40px;">the name and record address of such stockholder;</p> <p style="padding-left: 40px;">the class or series and number of shares of capital stock of US Airways Group which are owned of record by such stockholder;</p> <p style="padding-left: 40px;">a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder;</p>	<p>The stockholder's notice must also include the following information for each proposed director nominee:</p> <p style="padding-left: 40px;">the same information as for each nominating person (see above);</p> <p style="padding-left: 40px;">all information required to be disclosed in a proxy statement in connection with election of directors;</p>

a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice; and a description of any direct or indirect material interest in any material contract or agreement between or among any nominating person and

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	US Airways Group	AAG
	<p>any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act.</p>	<p>each proposed director nominee; and</p> <p>a completed and signed questionnaire, representation and agreement of each proposed director nominee in accordance with the AAG Bylaws.</p>
	<p>Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.</p>	
Preemptive rights	<p>US Airways Group's certificate of incorporation does not grant any preemptive rights.</p>	<p>The AAG Certificate of Incorporation will not grant any preemptive rights.</p>
Dividends	<p>US Airways Group's certificate of incorporation provides that stockholders are entitled to receive such dividends and other distributions in cash, stock, or property of US Airways Group when, as, and if declared thereon by the board of directors from time to time out of assets or funds legally available therefor.</p>	<p>The AAG Certificate of Incorporation will provide that holders of shares of AAG common stock are entitled, subject to the rights of holders of any series of preferred stock, to receive such dividends and other distributions in cash, stock, or property of AAG when, as, and if declared thereon by the board of directors from time to time in respect of the common stock out of assets or funds legally available therefor.</p>
	<p>US Airways Group's bylaws provide that dividends, if any, may be declared by the board of directors at any regular or special meeting of the board (or any action by written consent in lieu thereof) and may be paid in cash, property, or shares of US Airways Group's capital stock. Before payment of any dividend, the directors may set aside a portion of the funds available for dividends such as the board of directors, in its absolute discretion, deems proper as a reserve fund. Also, the board of directors may modify or abolish any such reserve.</p>	<p>The provisions of the AAG Bylaws will be substantially similar.</p>
Limitation of Personal Liability of Directors	<p>US Airways Group's certificate of incorporation provides that no director will be personally liable to US Airways Group or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL.</p>	<p>The provisions of the AAG Certificate of Incorporation will be substantially similar.</p>

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	US Airways Group	AAG
Indemnification of Officers & Directors	<p>US Airways Group’s certificate of incorporation further provides that if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation will be eliminated or limited to the fullest extent authorized by the DGCL, as so amended.</p> <p>US Airways Group’s certificate of incorporation provides that US Airways Group:</p> <p style="padding-left: 40px;">will indemnify its directors and officers to the fullest extent authorized or permitted by law. This right to indemnification continues after a person has ceased to be a director or officer and inures to the benefit of his or her heirs, executors, and personal and legal representatives. Subject to applicable law, the right to indemnification includes the right to be paid the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition; and</p> <p style="padding-left: 40px;">may, to the extent authorized by the board of directors, provide rights to indemnification and to the advancement of expenses to employees and agents similar to those conferred on directors and officers.</p> <p>Except for proceedings to enforce rights to indemnification, US Airways Group is not obligated to indemnify any director or officer or his or her heirs, executors, or personal or legal representatives in connection with a proceeding or part thereof initiated by that person unless the proceeding or part thereof was authorized or consented to by the board of directors.</p>	<p>The provisions of the AAG Certificate of Incorporation and the AAG Bylaws will be substantially similar.</p>

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	US Airways Group	AAG
	<p>US Airways Group's certificate of incorporation also provides that the rights to indemnification and to the advance of expenses are not exclusive of any other right which any person may have or acquire under the certificate of incorporation, the bylaws, any statute, agreement, or vote of stockholders or disinterested directors or otherwise.</p>	
	<p>US Airways Group's bylaws further provide that that US Airways Group will indemnify an officer or director who was or is a party to a threatened, pending, or completed action or proceeding by reason of the fact that such person is or was an officer or director of US Airways Group.</p>	
Stockholder Rights Plan	<p>US Airways Group does not have a stockholder rights plan.</p>	<p>AAG will not have a stockholder rights plan at the Closing.</p>
Tax Benefit Preservation Plan	<p>In conjunction with the execution of the Merger Agreement, the board of directors of US Airways Group adopted the tax benefit preservation plan to help preserve the value of the NOLs and other Tax Benefits. The Tax Plan, which became effective on February 13, 2013 and will remain in place only until the Closing, is designed to reduce the likelihood that changes in the US Airways Group investor base would limit the future use of the Tax Benefits by US Airways Group or AAG, which may significantly impair the value of the Tax Benefits to all stockholders.</p>	<p>AAG will not have a tax benefit preservation plan.</p> <p>See also the row of this chart entitled "Restrictions on Transfer of Shares."</p>
Certain Business Combination Restrictions	<p>Section 203 of the DGCL protects publicly-traded Delaware corporations, such as US Airways Group, from hostile takeovers, and from actions following such a takeover, by prohibiting some transactions once an acquirer has gained a significant holding in the corporation. A corporation may elect not to be governed by Section 203 of the DGCL.</p>	<p>Neither the AAG Certificate of Incorporation nor the AAG Bylaws will contain an election to not be governed by Section 203 of the DGCL, protecting publicly-traded Delaware corporations, such as AAG, from hostile takeovers.</p> <p>Therefore, AAG will be governed by Section 203 of the DGCL.</p>
	<p>Neither US Airways Group's certificate of incorporation nor its bylaws contain this election. Therefore, US Airways Group is governed by Section 203 of the DGCL.</p>	

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	US Airways Group	AAG
Certain Governance Matters concerning Mr. Horton	N/A	<p>Pursuant to the AAG Bylaws, Mr. Horton will serve as chairman of the board of directors of AAG until the earliest of (i) the date that is the first anniversary of the Closing Date, (ii) the day prior to the date of the first annual meeting of stockholders of AAG following the Closing Date (which will not occur prior to May 1, 2014), and (iii) the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which will include at least one director who was designated as a director by AMR pursuant to the Merger Agreement.</p> <p>Upon the earliest of the three items described above, Mr. Horton will cease to be chairman and will cease to be a member of the board of directors and the number of directors comprising the full board of directors will be reduced to 11 directors.</p>
Certain Governance Matters concerning Mr. Parker	N/A	<p>Pursuant to the AAG Bylaws, upon the earliest of the three items described above concerning Mr. Horton's role as chairman, Mr. Parker will serve as chairman of the board of directors until the election of a new chairman by the affirmative vote of the board of directors, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which will include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.</p> <p>Pursuant to the AAG Bylaws, Mr. Parker will be the chief executive officer of AAG from the Closing Date until the election of a new chief executive officer by the affirmative vote of the board of directors, which, prior to the date that is the 18 month anniversary of the Closing Date, will require the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which will include at least one director who was designated as a director by US Airways Group pursuant to the Merger Agreement.</p>

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AAG EQUITY COMPENSATION PLAN

Prior to the Closing, AMR will adopt and approve, to be effective as of the Effective Time, the AAG 2013 IAP. A description of the principal features of the AAG 2013 IAP is set forth below.

Administration; Eligibility

The AAG 2013 IAP will be administered by the compensation committee of AAG, which may delegate its duties and responsibilities to subcommittees of AAG directors and/or officers, subject to certain limitations that may be imposed under applicable law or regulation, including Section 162(m) of the Code, Section 16 of the Exchange Act, and/or stock exchange rules, as applicable. The plan administrator will have the authority to grant and set the terms of all awards under, make all determinations and interpretations under, prescribe all forms for use with, and adopt rules for the administration of, the AAG 2013 IAP, subject to its express terms and conditions. Employees, directors, and consultants of AAG or any of its affiliates will be eligible to receive awards.

Limitation on Awards and Shares Available

The maximum number of shares of AAG common stock for which grants may be made under the AAG 2013 IAP will be 40 million. Shares of AAG common stock which will be available for issuance under awards may be treasury shares, authorized but unissued shares, or shares purchased on the open market.

Awards granted under the AAG 2013 IAP upon the assumption of, or in substitution for, awards authorized or outstanding under a qualifying equity plan maintained by an entity with which AAG enters into a merger or similar corporate transaction will not reduce the shares authorized for grant under the AAG 2013 IAP.

Awards other than options and SARs made under the AAG 2013 IAP will become vested in one or more installments over an aggregate period of not less than three years (or, if the award is based on attainment of performance targets or other performance-based objectives, over a period of not less than one year). However, such full-value awards that result in the issuance of up to ten percent of the shares of AAG common stock available or that are granted in accordance with the Merger Agreement and are effective as of the Closing, in recognition of past services, may be granted to any one or more holders without respect to these minimum vesting provisions. Further, such full-value awards may be granted to non-employee directors as part of their retainers without respect to these minimum vesting provisions. In addition, the plan administrator may provide that such vesting restrictions may lapse or be waived upon the holder's death, disability, retirement, any other specified termination of service, or the consummation of a change in control.

Awards

The AAG 2013 IAP will provide for the grant of stock options, including incentive stock options (ISOs) and non-qualified stock options (NSOs), restricted stock, RSUs, performance awards, dividend equivalent rights, stock payments, deferred stock, deferred stock units, SARs, and cash awards. Certain awards under the AAG 2013 IAP may constitute or provide for a deferral of compensation, subject to Section 409A of the Code, which may impose additional requirements on the terms and conditions of such awards. All awards will be set forth in award agreements, which will detail all terms and conditions of the awards, including any applicable vesting and payment terms. The plan administrator may provide for an award to be settled in shares of AAG common stock or in cash. A brief description of each award type follows.

Stock Options and Stock Appreciation Rights

Stock options provide for the purchase of shares of AAG common stock in the future at an exercise price set on the grant date. ISOs, by contrast to NSOs, may provide tax deferral beyond exercise and favorable capital

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gains tax treatment to their holders if certain holding period and other Code requirements are satisfied. SARs entitle their holder, upon exercise, to receive from AAG an amount equal to the appreciation of the shares subject to the award between the grant date and the exercise date. The exercise price of a stock option or a SAR may not be less than 100% of the fair market value of the underlying share on the date of grant, except with respect to certain substitute options or SARs, as applicable, granted in connection with a corporate transaction. The term of a stock option or an SAR generally may not be longer than ten years. Stock options and SARs may vest based on continued service, performance, and/or other conditions.

Restricted Stock, Deferred Stock, Deferred Stock Units, Restricted Stock Units, and Performance Awards

Restricted stock is an award of nontransferable shares of AAG common stock that remains forfeitable unless and until specified conditions are met, and which may be subject to a purchase price. For shares of restricted stock with performance-based vesting, dividends that are paid prior to vesting will only be paid to the extent that the performance-based vesting conditions are subsequently satisfied and the shares vest. A deferred stock award is the right to receive shares of AAG common stock at the end of a specified period and may be subject to a vesting schedule, performance-based vesting, or other conditions or criteria set by the plan administrator. Deferred stock units and RSUs are contractual promises to deliver shares of AAG common stock in the future, which may also remain forfeitable unless and until specified conditions are met. Delivery of the shares underlying these awards may be deferred under the terms of the award or at the election of the participant, if the plan administrator permits such a deferral. Performance awards are contractual rights to receive a range of shares of AAG common stock, cash, or a combination of cash and shares, in the future based on the attainment of specified performance goals, in addition to other conditions which may apply to these awards. Conditions applicable to restricted stock, deferred stock, deferred stock units, RSUs, and performance awards may be based on continuing service with AAG or its affiliates, the attainment of performance goals, and/or such other conditions as the plan administrator may determine.

Stock Payments

Stock payments are awards of fully vested shares of AAG common stock that may, but need not, be made in lieu of base salary, bonus, fees, or other cash compensation otherwise payable to any individual who is eligible to receive awards.

Dividend Equivalent Rights

Dividend equivalent rights represent the right to receive the equivalent value of dividends paid on shares of AAG common stock and may be granted alone or in tandem with other awards, except for stock options or SARs. Dividend equivalents are credited as of dividend payment dates during the period between the date an award is granted and the date such award vests, is exercised, is distributed, or expires, as determined by the plan administrator. Dividend equivalents with respect to an award with performance-based vesting that are based on dividends paid prior to the vesting of such award will only be paid to the extent that the performance-based vesting conditions are subsequently satisfied and the award vests.

Performance Awards

All awards may be granted as performance awards (in addition to those identified above as performance awards), meaning that any such award will be subject to vesting and/or payment based on the attainment of specified performance goals. The plan administrator will determine whether performance awards are intended to constitute qualified performance-based compensation ("QPBC") within the meaning of Section 162(m) of the Code, in which case the applicable performance criteria will be selected from the list below in accordance with the requirements of Section 162(m) of the Code.

Section 162(m) of the Code imposes a \$1 million cap on the compensation deduction that a public company may take in respect of compensation paid to each covered employee (which includes AAG's chief executive

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officer and next three most highly compensated employees other than the chief financial officer), but excludes from the calculation of amounts subject to this limitation any amounts that constitute QPBC. In order to constitute QPBC under Section 162(m) of the Code, in addition to certain other requirements, the relevant amounts must be payable only upon the attainment of pre-established, objective performance goals set by the AAG compensation committee during the first 90 days of the relevant performance period and linked to the performance criteria provided for in the AAG 2013 IAP.

For purposes of the AAG 2013 IAP, one or more of the following performance criteria will be used in setting performance goals applicable to QPBC, and may be used in setting performance goals applicable to other performance awards: (i) EBITDAR; (ii) earnings before interest, taxes, depreciation, and amortization (EBITDA); (iii) earnings before interest and taxes (EBIT); (iv) EBITDAR, EBITDA, EBIT, or earnings before taxes and unusual, special, or nonrecurring items as measured either against the annual budget or as a ratio to revenue or return on total capital; (v) net earnings; (vi) earnings per share; (vii) net income (before or after taxes); (viii) profit margin; (ix) operating margin; (x) operating income; (xi) net operating income; (xii) net operating income after taxes; (xiii) growth; (xiv) net worth; (xv) cash flow; (xvi) cash flow per share; (xvii) Total Stockholder Return (TSR); (xviii) return on capital, assets, equity, or investment; (xix) stock price performance; (xx) revenues; (xxi) the amount of passenger revenue earned per ASM during a reporting period (also referred to as RASM); (xxii) costs; (xxiii) the amount of operating cost incurred per ASM during a reporting period (also referred to as CASM or unit cost); (xxiv) working capital; (xxv) capital expenditures or statistics; (xxvi) improvements in capital structure; (xxvii) economic value added; (xxviii) industry indices; (xxix) regulatory ratings; (xxx) customer satisfaction ratings; (xxxi) expenses and expense ratio management; (xxxii) debt reduction; (xxxiii) profitability of an identifiable business unit or product; (xxxiv) levels of expense, cost, or liability by category, operating unit, or any other delineation; (xxxv) implementation or completion of projects or processes; (xxxvi) combination of airline operating certificates within a specified period; (xxxvii) measures of operational performance (including, without limitation, DOT performance rankings in operational areas), quality, safety, productivity, or process improvement; or (xxxviii) measures of employee satisfaction or employee engagement, any of which may be measured either in absolute terms or as compared to any incremental increase or decrease or as compared to results of a peer group or to market performance indicators or indices or, where applicable, on a per-share or per seat-mile basis. The AAG 2013 IAP permits the plan administrator to provide for objectively determinable adjustments to the applicable performance criteria in setting performance goals for QPBC awards.

Certain Transactions

The plan administrator will have broad discretion to equitably adjust the provisions of the AAG 2013 IAP, as well as the terms and conditions of existing and future awards, to prevent the dilution or enlargement of intended benefits and facilitate necessary or desirable changes in the event of certain transactions and events affecting AAG's common stock, such as stock dividends, stock splits, mergers, acquisitions, consolidations, and other corporate transactions. In addition, in the event of certain non-reciprocal transactions with AAG stockholders known as equity restructurings, the plan administrator will make equitable adjustments to the AAG 2013 IAP and outstanding awards. In the event of a change in control or corporate event (as each term will be defined in the AAG 2013 IAP) of AAG, then the AAG compensation committee (or the AAG board of directors, as applicable) may take any actions with respect to outstanding awards as it deems appropriate, consistent with applicable provisions of the Code and any applicable federal or state securities laws.

Transferability; Participant Payments

With limited exceptions for estate planning, domestic relations orders, certain beneficiary designations, and the laws of descent and distribution, awards generally will be non-transferable prior to vesting and are exercisable only by the participant. With regard to tax withholding, exercise price, and purchase price obligations arising in connection with awards, the plan administrator may, in its discretion, accept cash or check, shares of AAG common stock that meet specified conditions, a market sell order, or such other consideration as it deems suitable.

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Plan Amendment and Termination

The AAG board of directors may amend or terminate the AAG 2013 IAP at any time; however, except in connection with certain changes in capital structure, stockholder approval will be required for any amendment that increases the number of shares available under the AAG 2013 IAP or reprices any stock option or SAR (including cancellation of any stock option or SAR in exchange for cash or another award when the stock option or SAR price per share exceeds the fair market value of the underlying shares). No award may be granted pursuant to the AAG 2013 IAP after the tenth anniversary of the date on which AAG adopts the AAG 2013 IAP.

Certain Equity Awards

The Merger Agreement provides for new equity awards to be issued under the terms of the AAG 2013 IAP, which awards are effective only upon the Closing and will not be cancelled in connection with the Merger. For additional information, see the sections entitled Proposal 1: The Merger beginning on page 72 and The Merger New AAG Compensation Plan and Certain Equity Awards beginning on page 110.

Table of Contents**PROPOSAL 2: ADVISORY VOTE ON MERGER-RELATED COMPENSATION****Merger-Related Compensation**

US Airways Group is required pursuant to Section 14A of the Exchange Act to include in this proxy statement/prospectus a proposal with respect to a non-binding, advisory vote on the compensation payable to each of its named executive officers, as determined in accordance with Item 402(t) of Regulation S-K, in connection with the proposed Merger pursuant to arrangements entered into with US Airways Group, and US Airways Group is therefore asking its stockholders to approve the following resolution:

RESOLVED, that the compensation that will or may become payable to the named executive officers of US Airways Group in connection with the Merger, as disclosed pursuant to Item 402(t) of Regulation S-K and as set forth in this proposal titled Non-Binding Advisory Vote on the Merger-Related Compensation of Named Executive Officers, is hereby approved.

The information set forth in the table below is intended to comply with Item 402(t) of Regulation S-K, which requires disclosure of information about certain compensation for each of US Airways Group named executive officers that is based on or otherwise relates to the Merger.

Please note that the amounts indicated below are estimates based on the material assumptions described in the notes to the table below, which may or may not actually occur. Some of these assumptions are based on information currently available and, as a result, the actual amounts, if any, that may become payable to a named executive officer may differ in material respects from the amounts set forth below. Furthermore, for purposes of calculating such amounts, US Airways Group has assumed:

a Closing Date of May 10, 2013; and

with respect to Mr. Parker, a termination of employment by Mr. Parker for any reason or by US Airways Group or US Airways for any reason other than misconduct, and with respect to each named executive officer other than Mr. Parker, a termination of the named executive officer's employment by US Airways Group or US Airways for a reason other than misconduct or disability or as a result of the executive's resignation for good reason, in each case on the Closing Date.

Name	Cash ^(a) (\$)	Equity ^(b) (\$)	Perquisites/ Benefits ^(c) (\$)	Tax Reimbursement ^(d) (\$)	Other ^(e) (\$)	Total (\$)
W. Douglas Parker	5,003,075	6,431,176	244,244	2,670,200	4,132,203	18,480,898
J. Scott Kirby	3,622,391	4,502,303	266,646		620,803	9,012,143
Robert D. Isom, Jr.	2,950,362	2,559,096	352,709		346,728	6,208,895
Stephen L. Johnson	2,786,454	2,559,096	166,174	1,362,171	133,809	7,007,704
Derek J. Kerr	2,622,546	2,559,096	237,602		363,707	5,782,951

- (a) Cash severance would be payable in a lump sum upon a qualifying termination, which means (i) with respect to Mr. Parker, a termination of Mr. Parker's employment by him for any reason within 24 months after a change in control or at any time by US Airways Group or US Airways for any reason other than Mr. Parker's misconduct and (ii) with respect to each other named executive officer, a termination by the executive for good reason, or by US Airways Group or US Airways for any reason other than misconduct or disability, in each case within 24 months following a change in control or, subject to certain conditions, prior to a change in control in contemplation of the change in control, if it can reasonably be demonstrated that the termination was at the request of a third party effecting the change in control subject, in each case, to the executive's timely execution and non-revocation of a general release of claims.

In such an event, pursuant to the Parker Agreement, Mr. Parker would be entitled to receive (i) cash severance equal to 200% of the sum of Mr. Parker's annual base salary plus the greater of (a) the average of his annual cash incentive award for the three calendar years before the termination and (b) the target annual cash incentive award for the year of termination and (ii) a payment equal to 200% of the greater of

(a) 125%

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of Mr. Parker's base salary and (b) the amount that would have been paid to him if the TSR for the performance cycle ending on December 31 of the year in which termination occurs had been measured as of the termination date.

In such an event, pursuant to the US Airways Group Executive CIC Agreements, the named executive officers other than Mr. Parker would be entitled to receive (i) cash severance equal to two times the greater of the executive's then-current annual base salary or the annual base salary immediately preceding the change in control, (ii) a payment equal to the greater of (a) 200% of the executive's then-current target incentive award under the 2013 US Airways Group annual incentive program or (b) the executive's actual incentive award under US Airways Group's 2012 Annual Incentive Program (the "US Airways Group 2012 AIP"), and (iii) a payment equal to 200% of the executive's target award under the 2013 LTIPP.

The following table quantifies each separate form of compensation included in the aggregate total reported in the column:

Name	Base Salary Severance (\$)	Bonus/Annual Incentive Program Payment (\$)	LTIP Payment (\$)
W. Douglas Parker	1,100,000	1,703,075	2,200,000
J. Scott Kirby	1,114,582	1,226,040	1,281,769
Robert D. Isom, Jr.	983,454	983,454	983,454
Stephen L. Johnson	928,818	928,818	928,818
Derek J. Kerr	874,182	874,182	874,182

- (b) Under the Parker Agreement, Mr. Parker would be entitled to accelerated vesting of his outstanding US Airways Group equity awards pursuant to a "double trigger" arrangement (i.e., the occurrence of a change in control and Mr. Parker's qualifying termination as described in footnote (a) above). In addition, under the US Airways Group Executive CIC Agreements and Mr. Parker's individual equity award agreements, each named executive officer would be entitled to accelerated vesting of the executive's outstanding US Airways Group equity awards upon a "single trigger" arrangement, which for purposes of this table is assumed to be the Closing only. Each US Airways Group named executive officer has agreed to waive any "single trigger" equity award acceleration. In lieu of a "single trigger" arrangement, each US Airways Group named executive's equity awards would accelerate on a "double trigger" (i.e., a qualifying termination in connection with the Closing). The following tables quantify the value of the unvested US Airways Group SARs and RSUs held by the named executive officers (assuming the occurrence of a change in control), and a price per share of the US Airways Group common stock of \$13.81, which equals the average closing price of US Airways Group's common stock over the first five business days following February 14, 2013. None of the US Airways Group named executive officers held unvested stock options as of May 10, 2013:

Name	Number of Unvested SARs (#)	Weighted Exercise Price (\$)	Value of Unvested SARs (\$)
W. Douglas Parker	276,677	7.77	1,670,938
J. Scott Kirby	193,695	7.77	1,169,784
Robert D. Isom, Jr.	110,096	7.77	664,903
Stephen L. Johnson	110,096	7.77	664,903
Derek J. Kerr	110,096	7.77	664,903

Name	Number of Unvested RSUs (#)	Value of Unvested RSUs (\$)
W. Douglas Parker	344,695	4,760,238
J. Scott Kirby	241,312	3,332,519
Robert D. Isom, Jr.	137,161	1,894,193
Stephen L. Johnson	137,161	1,894,193
Derek J. Kerr	137,161	1,894,193

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- (c) Under the Parker Agreement, upon a double trigger qualifying termination as described in footnote (a) above, Mr. Parker is entitled to receive (i) a payment equal to the value of 24 months of COBRA continuation coverage premiums for healthcare benefits for Mr. Parker and his eligible dependents, less the cost of such benefits for an active employee for 24 months, (ii) extended life insurance coverage for two years post-termination, and (iii) positive space travel privileges for Mr. Parker for his lifetime and his wife and eligible dependents for their lifetimes. Under the US Airways Group Executive CIC Agreements, upon a double trigger qualifying termination as described in footnote (a) above, each named executive officer other than Mr. Parker would be entitled to receive a payment equal to the value of 24 months of COBRA continuation coverage premiums for healthcare benefits for the executive and eligible dependents. In addition, under the US Airways Group Executive CIC Agreements, upon the occurrence of a single trigger change in control (the Closing only, as described in footnote (a) above), each named executive officer other than Mr. Parker would be entitled to receive positive space travel privileges for the executive and his/her dependents for the life of the executive. The following table quantifies each separate perquisite included in the aggregate total reported in the column:

Name	Continued Healthcare Coverage (\$)	Life Insurance ^(a) (\$)	Positive Space Travel ^(b) (\$)
W. Douglas Parker	26,144	6,967	211,133
J. Scott Kirby	22,950		243,696
Robert D. Isom, Jr.	30,908		321,801
Stephen L. Johnson	39,444		126,730
Derek J. Kerr	30,908		206,694

- (a) Amount represents the premium payments for 24 months of life insurance coverage assuming the monthly premium as of May 10, 2013.
- (b) Reflects the present value of future travel calculated using a discount rate of 3.53% and RP2000 White Collar mortality table, and assumes a 1% annual increase in the cost of travel.
- (d) Under the Parker Agreement, Mr. Parker is entitled to (i) a tax gross-up payment in connection with the payment covering the value of 24 months of COBRA continuation coverage premiums for healthcare benefits for Mr. Parker and his eligible dependents, (ii) a tax gross-up on flight privileges, and (iii) a tax gross-up payment in an amount that will have an after-tax value equal to taxes that could be imposed if any severance payments due to Mr. Parker are considered to be excess parachute payments subject to excise tax under Sections 280G and 4999 of the Code. For each named executive officer other than Mr. Parker, under the US Airways Group Executive CIC Agreement, each executive is entitled to a 280G tax gross-up payment in an amount that will have an after-tax value equal to taxes that are imposed if any severance payments due to the executive are considered to be greater than 110% of the amount that would cause any portion of the payments to be excess parachute payments subject to excise tax under Sections 280G and 4999 of the Code. All tax gross-up payments are payable upon a single trigger change in control (the Closing only, as described in footnote (a) above), other than Mr. Parker's tax gross-up payments related to his continued healthcare coverage and his flight privileges, each of which is payable upon a double trigger change in control and qualifying termination (as described in footnote (a) above). The following table quantifies each separate tax gross-up payment included in the aggregate total reported in the column:

Name	Continued Healthcare Coverage Gross-Up (\$)	Flight Privileges Gross-Up (\$)	280G-Gross-Up (\$)
W. Douglas Parker	45,752	158,350	2,466,098
J. Scott Kirby			
Robert D. Isom, Jr.			
Stephen L. Johnson			1,362,171
Derek J. Kerr			

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- (e) Under the Parker Agreement, in connection with a double trigger qualifying termination, as described in footnote (a) above, Mr. Parker is entitled to extended exercisability of US Airways Group equity awards for a period of 36 months following his termination of employment, or such longer period as provided by the terms of any specific award. Under the US Airways Group Executive CIC Agreements, in connection with a double trigger qualifying termination, as described in footnote (a) above, the named executive officers other than Mr. Parker are entitled to extended exercisability of all vested US Airways Group stock options, SARs, or other similar stock awards for 18 months following the executive's termination of employment. Amounts in this column reflect the incremental aggregate value due to the extension of the exercise period of the executive officer's stock options and/or SARs.

Narrative Disclosure to Merger-Related Compensation Table

US Airways Group and US Airways have entered into an employment agreement with Mr. Parker and, with respect to each of its other named executive officers, a US Airways Group Executive CIC Agreement, each of which provide for severance payments and benefits upon certain terminations of employment. For more information relating to these agreements, see the section entitled "The Merger - Interests of US Airways Group's Directors and Executive Officers in the Merger" beginning on page 107.

Under the US Airways Group Executive CIC Agreements, all of the US Airways Group stock options, SARs, and RSUs held by named executive officers (other than Mr. Parker) will have their vesting accelerated in connection with the Merger pursuant to a single trigger arrangement (e.g., the Closing only). Under the Parker Agreement, all of the US Airways Group stock options, SARs, and RSUs held by Mr. Parker may have their vesting accelerated in connection with the Merger pursuant to certain double trigger arrangements (e.g., the Closing and a qualifying termination of employment). In addition, under Mr. Parker's individual equity award agreements, Mr. Parker would be entitled to accelerated vesting of his outstanding US Airways Group equity awards upon a change of control of US Airways Group. In connection with the Merger, each US Airways Group named executive officer has agreed to waive any rights to single trigger accelerated vesting. Instead, each has agreed to a double trigger accelerated vesting arrangement.

For more information relating to the treatment of the US Airways Group equity awards held by US Airways Group named executive officers, see the section entitled "The Merger - Interests of US Airways Group's Directors and Executive Officers in the Merger" beginning on page 107.

The US Airways Group board of directors recommends a vote **FOR** the proposal to approve the Merger-related compensation of the US Airways Group named executive officers.

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PROPOSAL 3: ADJOURNMENT IF VOTES ARE INSUFFICIENT TO ADOPT MERGER AGREEMENT

Although it is not currently expected, the 2013 Annual Meeting of Stockholders may be adjourned to permit further solicitation of proxies, if necessary, to obtain additional votes in favor of the adoption of the Merger Agreement if there are not sufficient votes to adopt the Merger Agreement present at the 2013 Annual Meeting of Stockholders. In that event, US Airways Group may ask its stockholders to vote on any or all of the proposals to (i) consider and approve, on a non-binding, advisory basis, the Merger-related compensation of US Airways Group's named executive officers, (ii) elect directors to the US Airways Group board of directors, (iii) ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm for 2013, (iv) consider and approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers as disclosed in this proxy statement/prospectus, and (v) approve the adjournment of the meeting to solicit additional proxies, but not the proposal to adopt the Merger Agreement.

In this proposal, US Airways Group is asking you to authorize the holder of any proxy solicited by the US Airways Group board of directors to vote in favor of granting discretionary authority to the proxies to adjourn the meeting for the purpose of soliciting additional proxies. If US Airways Group's stockholders approve the adjournment proposal, US Airways Group could adjourn the meeting and any adjourned session of the meeting and use the additional time to solicit additional proxies, including the solicitation of proxies from stockholders that have previously returned properly executed proxies or authorized a proxy by telephone or over the Internet. Additionally, US Airways Group may seek to adjourn the meeting if a quorum is not present at the meeting.

The US Airways Group board of directors recommends a vote **FOR** the proposal to adjourn the 2013 Annual Meeting of Stockholders, if necessary, to solicit additional proxies if there are not sufficient votes to adopt the Merger Agreement.

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PART III AMR

DESCRIPTION OF AMR'S BUSINESS

Chapter 11 Proceedings

On November 29, 2011, AMR and the other Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court. The Chapter 11 Cases are being jointly administered under the caption *In re AMR Corporation, et al.*, Case No. 11-15463-SHL.

No assurance can be given as to the value, if any, that may be ascribed to the Debtors' various prepetition liabilities and other securities. AMR cannot predict what the ultimate value of any of its or the other Debtors' securities may be. Accordingly, the Debtors urge that caution be exercised with respect to existing and future investments in any of these securities (including AMR's common stock) or other Debtor claims.

AMR and the other Debtors are operating as debtors in possession under the jurisdiction of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. In general, as a debtor in possession under the Bankruptcy Code, AMR is authorized to continue to operate as an ongoing business but may not engage in transactions outside the ordinary course of business without the prior approval of the Bankruptcy Court. The Bankruptcy Code enables AMR to continue to operate its business without interruption and the Bankruptcy Court has granted additional relief covering, among other things, obligations to (i) employees, (ii) taxing authorities, (iii) insurance providers, (iv) independent contractors for improvement projects, (v) foreign vendors, (vi) other airlines pursuant to certain interline agreements, and (vii) certain vendors deemed critical to the Debtors' operations.

The Chapter 11 petitions triggered defaults on substantially all debt obligations of the Debtors. However, under Section 362 of the Bankruptcy Code, the commencement of a Chapter 11 case automatically stays most creditor actions against the debtor's property.

Additional information about the Chapter 11 Cases is available on the Internet at www.restructuringamr.com. Court filings and claims information are available at www.amrcaseinfo.com. Information on the websites referenced in the two preceding sentences is not incorporated into or otherwise made a part of this proxy statement/prospectus. See also the section entitled "AMR Management's Discussion and Analysis of Financial Condition and Results of Operations - Chapter 11 Progress" beginning on page 211 and Note 1 to the AMR 2012 consolidated financial statements for further information regarding the Chapter 11 Cases.

General Description

AMR Corporation

AMR was incorporated in October 1982. Virtually all of AMR's operations fall within the airline industry. AMR's principal subsidiary, American Airlines, Inc., was founded in 1934. At the end of 2012, American provided scheduled jet service to approximately 160 destinations throughout North America, the Caribbean, Latin America, Europe, and Asia.

AMR Eagle, a wholly-owned subsidiary of AMR, owns a regional airline which does business as American Eagle®. American also contracts with certain independently owned regional airlines to provide it with regional feed under the American Eagle® and American Connection® names.

American, together with the American Eagle Carriers, serves more than 250 cities in approximately 50 countries with, on average, 3,400 daily flights. The combined network fleet numbers approximately 900 aircraft. American is also a founding member of the oneworld® alliance, which enables member airlines to offer their customers more services and benefits than any member airline can provide individually. These services include a broader route network, opportunities to earn and redeem frequent flyer miles across the combined oneworld®

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network, and more airport lounges. Together, **oneworld**[®] members serve more than 800 destinations in approximately 150 countries, with about 9,000 daily departures. American is also one of the largest scheduled air freight airlines in the world, providing a wide range of freight and mail services to shippers throughout its system onboard American's passenger fleet.

Pursuant to capacity purchase agreements between American and the American Eagle Carriers, American receives all passenger revenue from flights performed for it by the American Eagle Carriers and pays the regional airlines providing services under the American Eagle[®] and American Connection[®] names a fee for each flight. The capacity purchase agreements reflect what AMR believes are current market rates received by other regional airlines for similar flying. Amounts paid to the American Eagle Carriers under the capacity purchase agreements are available to pay for various operating expenses of the American Eagle Carriers, such as crew expenses, maintenance, and other aircraft-related expenses. As of December 31, 2012, the American Eagle Carriers operated approximately 1,500 daily departures, offering scheduled passenger service to over 175 destinations in North America, Mexico, and the Caribbean. On a separate company basis, in 2012 AMR Eagle reported \$1.2 billion in revenue and an unaudited loss of approximately \$51 million, which does not reflect any adjustments necessary to conform to GAAP.

Lower Cost Structure

During its Chapter 11 restructuring, AMR and the other Debtors have taken numerous steps to become more cost competitive in the industry. These measures include labor cost savings, managerial efficiencies, fleet reconfiguration, and other economies. Through the process under Section 1113 of the Bankruptcy Code and consensual negotiations with its labor unions, American and AMR Eagle have entered into new restructured CBAs with each of their respective union groups. In addition, as part of its effort to treat all employee groups (both salaried and hourly) in a consistent manner, American has reduced its management headcount by 15% and related costs by 17%. The Debtors also froze their four defined benefit pension plans, and terminated the pilot variable income retirement plan, putting in their place a revised defined contribution retirement benefit plan. The Debtors also amended the pilots' defined benefit pension plan to eliminate lump-sum and similar installment forms of benefit payments from such plan, removing a significant threat to the viability of AMR's operations post-emergence. AMR estimates that, as a result of these accomplishments, labor costs of AMR as an independent company would be reduced by an average of approximately \$1.1 billion annually through 2017.

Improved Balance Sheet

The Debtors also have taken significant actions to reduce non-labor related liabilities on their balance sheets. Specifically, the Debtors have rejected or renegotiated financing on more than 400 aircraft, and evaluated and/or renegotiated over 700 real estate leases and over 9,000 vendor contracts. Importantly, during their restructuring, the Debtors have successfully implemented their fleet renewal strategy. In that regard, the Debtors have largely completed their efforts to reject aircraft leases and sell and/or return aircraft and engines in a manner that will significantly enhance ongoing operations and reduce costs, subject to confirmation of the Plan. The Debtors have evaluated their fleet based on current rates and market values, required maintenance, and the need to phase out older aircraft to achieve necessary fleet efficiencies. The Debtors have also restructured their aircraft debt and leases to reduce ownership and maintenance costs by \$1.5 billion through 2017. Additionally, American has eliminated \$2.5 billion of unsecured and tax exempt debt resulting in \$1.3 billion in interest and principal savings over five years. AMR estimates that these non-labor cost-reducing measures will result in \$4.3 billion of cash savings through 2017 to AMR, if it were to remain an independent company.

Competition***Domestic Air Transportation***

The domestic airline industry is fiercely competitive. Currently, any U.S. airline deemed fit by the DOT is generally free to operate scheduled passenger service between any two points within the U.S. and its possessions, with the exception of certain airports that require Slots. Most major airlines have developed hub-and-spoke

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systems and schedule patterns in an effort to maximize the revenue potential of their service. American operates in five primary domestic markets: Dallas/Fort Worth, Chicago O'Hare, Miami, New York City, and Los Angeles.

The American Eagle Carriers increase the number of markets American serves by flying to lower demand markets and providing connections at American's primary markets. Currently, American's competitors also own or have marketing agreements with regional airlines which provide similar services at their hubs and other locations.

On most of its domestic non-stop routes, American currently faces competing service from at least one, and sometimes more than one, domestic airline, including: Alaska Airlines, Delta Air Lines, Frontier Airlines, Hawaiian Airlines, JetBlue Airways, Southwest Airlines, Spirit Airlines, US Airways, United Airlines, Virgin America, and each of their affiliated regional airlines. Competition is even greater between cities that require a connection, where the major airlines compete via their respective hubs. In addition, American faces competition on some of its connecting routes from airlines operating point-to-point service on such routes. American also competes with all-cargo and charter airlines and, particularly on shorter segments, ground and rail transportation. On all of its routes, pricing decisions are affected, in large part, by the need to meet competition from other airlines.

International Air Transportation

In addition to its extensive domestic service, American provides international service to the Caribbean, Canada, Latin America, Mexico, Europe, and Asia. American's operating revenues from foreign operations (flights serving international destinations) were approximately 40% of its total operating revenues in each of the three years 2012, 2011, and 2010.

In providing international air transportation, American competes with foreign investor-owned airlines, foreign state-owned airlines, and U.S. airlines that have been granted authority to provide scheduled passenger and cargo service between the U.S. and various overseas locations. In general, airlines that have the greatest ability to seamlessly connect passengers to and from markets beyond the nonstop city pair have a competitive advantage. In some cases, however, foreign governments limit U.S. airlines' rights to carry passengers beyond designated gateway cities in foreign countries. To improve access to each other's markets, various U.S. and foreign airlines including American have established codeshare agreements with other airlines. American currently has marketing relationships with Air Berlin, Air Pacific, Air Tahiti Nui, Alaska Airlines, British Airways, Cape Air, Cathay Pacific, Dragonair, EL AL, Etihad Airways, EVA Air, Finnair, Gulf Air, Hainan Airlines, Hawaiian Airlines, Iberia, Japan Airlines, Jet Airways, JetStar Airways, LAN (which includes LAN Airlines, LAN Argentina, LAN Colombia, LAN Ecuador, LAN Peru, and TAM Airlines), Malaysia Airlines, Niki, Qantas, Qatar Airways, Royal Jordanian, S7 Airlines, Seaborne Airlines, and WestJet.

American is a founding member of the **oneworld**[®] alliance, which includes Air Berlin, British Airways, Cathay Pacific, Finnair, Iberia, Japan Airlines, LAN, Malaysia Airlines, Qantas, Royal Jordanian, and S7 Airlines. SriLankan Airlines is scheduled to join the alliance in 2013 and Qatar Airways is expected to join the alliance in late 2013 or early 2014. The **oneworld**[®] alliance links the networks of the member airlines to enhance customer service and smooth connections to the destinations served by the alliance, including linking the airlines' frequent flyer programs and access to the airlines' airport lounge facilities.

American is party to a cooperation agreement with British Airways, Iberia, Finnair, and Royal Jordanian, and in the last two years has implemented a JBA with British Airways and Iberia, to which Finnair is expected to be added. American also is a party to JBAs with Japan Airlines and Qantas. These JBAs enable the airlines to cooperate on flights between particular destinations and also generally allow pooling and sharing of certain revenues and costs, expanded codesharing, enhanced frequent flyer program reciprocity, and cooperation in other areas. American and its joint business partners received regulatory approval to enter into these JBAs.

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In December 2012, American signed agreements to codeshare with Sao Paulo-based TAM Airlines and Bogota-based LAN Colombia. Once approved in Brazil and Colombia, respectively. These new codeshare relationships will provide expanded opportunities for American to serve new markets in Brazil and Colombia and for TAM Airlines and LAN Colombia to serve new markets in the U.S.

Price Competition

The airline industry is characterized by substantial and intense price competition. Fare discounting by competitors has historically had a negative effect on AMR's financial results because American is generally required to match competitors' fares, as failing to match would provide even less revenue due to customers' price sensitivity.

Regulation

General

AMR is subject to extensive domestic and international regulatory requirements. The Deregulation Act of 1978, as amended, eliminated most domestic economic regulation of passenger and freight transportation. However, the DOT and the FAA still exercise certain regulatory authority over airlines. The DOT maintains jurisdiction over the approval of international codeshare agreements, international route authorities, and certain consumer protection and competition matters, such as advertising, denied boarding compensation, and baggage liability.

The FAA prescribes numerous regulations concerning maintenance and operations for airlines, including establishing standards for personnel, aircraft, and certain security measures. As part of that oversight, the FAA has implemented a number of requirements that American has incorporated and is incorporating into its maintenance programs. American is progressing toward the completion of numerous airworthiness directives, a number of which require American to perform significant maintenance work and to incur additional expenses. Based on its current implementation schedule, American expects to be in compliance with the applicable requirements within the required time periods. The FAA also operates the ATC system.

The DOT and the antitrust division of the DOJ have jurisdiction over airlines antitrust matters. The U.S. Postal Service has jurisdiction over certain aspects of the transportation of mail and related services. Labor relations in the air transportation industry are regulated under the RLA, which vests in the NMB certain functions with respect to disputes between airlines and labor unions relating to union representation and CBAs. In addition, as a result of heightened levels of concern regarding data privacy, American is subject to an increasing number of domestic and foreign laws regarding the privacy and security of passenger and employee data.

International

International air transportation is subject to extensive government regulation. American's operating authority in international markets is subject to aviation agreements between the U.S. and the respective countries or governmental authorities (such as the EU), and in some cases, fares and schedules require the approval of the relevant foreign governments. Moreover, alliances with international airlines may be subject to the jurisdiction and regulations of various foreign agencies. Bilateral and multilateral agreements among the U.S. and various foreign governments of countries served by American are periodically subject to renegotiation. Changes in U.S. or foreign government aviation policies could result in the alteration or termination of such agreements, diminish the value of route authorities, or otherwise adversely affect American's and American Eagle's international operations. In addition, at some foreign airports, an airline needs Slots and other facilities before the airline can introduce new service or increase existing service. The availability of such Slots is not assured and the inability of American or American Eagle to obtain and retain needed Slots and facilities could therefore inhibit its efforts to compete in certain international markets.

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Security

In November 2001, the ATSA was enacted in the U.S. The ATSA created a new government agency, the TSA, which is part of the DHS and is responsible for aviation security. The ATSA mandates that the TSA provide for the screening of all passengers and property, including U.S. mail, cargo, carry-on and checked baggage, and other articles that will be carried aboard a passenger aircraft. The ATSA also provides for security in the flight decks of aircraft and requires federal air marshals to be present on certain flights.

Effective February 1, 2002, the ATSA imposed a \$2.50 per enplanement security service fee, which is being collected by airlines and submitted to the government to pay for these enhanced security measures. Additionally, airlines are annually required to submit to the government an amount equal to the amount the airlines are paid for screening passengers and property in 2000. In recent years, the government has sought to increase both of these fees under spending proposals for the DHS. American and other airlines have announced their opposition to these proposals as there is no assurance that any increase in fees could be passed on to customers.

Airline Fares

Airlines are permitted to establish their own domestic fares without governmental regulation. The DOT maintains authority over certain international fares, rates, and charges, but applies this authority on a limited basis. In addition, international fares and rates are sometimes subject to the jurisdiction of the governments of the foreign countries which American serves. While airlines are required to file and adhere to international fare and rate tariffs, substantial commissions, fare overrides, and discounts to travel agents, brokers, and wholesalers characterize many international markets.

Airport Access

Operations at four major domestic airports and certain foreign airports served by American and American Eagle are regulated by governmental entities through allocations of Slots or similar regulatory mechanisms which limit the rights of airlines to conduct operations at those airports. Each Slot represents the authorization to land at or take off from the particular airport during a specified time period. In the U.S., the FAA currently regulates the holding of Slots, Slot exemptions, operating authorizations, or similar capacity allocation mechanisms at Ronald Reagan National Airport in Washington, D.C., LaGuardia Airport and John F. Kennedy International Airport in New York, and Newark International Airport. American's operations at these airports generally require the allocation of Slots or analogous regulatory authorities. Similarly, American's operations at Tokyo's Narita Airport, London's Heathrow Airport, and certain other international airports are regulated by local Slot coordinators pursuant to the International Air Transport Association's Worldwide Scheduling Guidelines and applicable local law. American currently has sufficient Slots or analogous authorizations to operate its existing flights, and it has generally been able to obtain the rights to expand its operations and to change its schedules. There is no assurance, however, that American will be able to do so in the future because, among other reasons, such allocations are subject to changes in governmental policies.

Environmental Matters

Airlines are subject to various laws and government regulations concerning environmental matters and employee safety and health in the U.S. and other countries. U.S. federal laws that have a particular impact on American include the Airport Noise and Capacity Act of 1990 (ANCA), the Clean Air Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Safe Drinking Water Act, and the Comprehensive Environmental Response, Compensation and Liability Act (the Superfund Act). Certain operations of American concerning employee safety and health matters are also subject to the oversight of the U.S. Occupational Safety and Health Administration (OSHA). The EPA, OSHA, and other federal agencies have been authorized to promulgate regulations that have an impact on American's operations. In addition to these federal activities, various states have been delegated certain authorities under the aforementioned federal statutes. Many state and local governments have adopted environmental and employee safety and health laws and regulations, some of which are similar to or stricter than federal requirements.

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The ANCA recognizes the rights of airport operators with noise problems to implement local noise abatement programs so long as they do not interfere unreasonably with interstate or foreign commerce or the national air transportation system. Authorities in several cities have promulgated aircraft noise reduction programs, including the imposition of nighttime curfews. The ANCA generally requires FAA approval of local noise restrictions on aircraft. While American has had sufficient scheduling flexibility to accommodate local noise restrictions imposed to date, American's operations could be adversely affected if locally-imposed regulations become more restrictive or widespread.

Many aspects of AMR's operations are subject to increasingly stringent environmental regulations. Concerns about climate change and greenhouse gas emissions, in particular, may result in the imposition of additional legislation or regulation. For example, the EU has adopted a directive under which each EU member state is required to extend the existing ETS to aviation. This would have required AMR to annually submit emission allowances in order to operate flights to and from EU member states in January 2012 and thereafter, including flights between the U.S. and EU member states. In November 2012, the European Commission proposed to suspend for one year the ETS's application to flights entering and departing Europe, to allow ICAO to propose an alternate global emissions reduction scheme. The proposal is expected to be approved by the European Parliament and EU member states represented in the European Council in the second quarter of 2013. The ETS may be reactivated if ICAO does not make progress towards an alternate global scheme within the next year.

The U.S. enacted legislation in November 2012 that will allow the Secretary of Transportation to prohibit U.S. airlines from participating in the ETS. While these measures create some uncertainty as to the extent to which AMR will be required to participate in the ETS going forward, it is nevertheless increasingly likely that in the future AMR will be required to participate in some form of international arrangement governing aircraft emissions. Environmental legislative or regulatory action by the U.S., state, or foreign governments currently or in the future may adversely affect AMR's business and financial results.

The environmental laws to which AMR is subject include those related to responsibility for potential soil and groundwater contamination. American is conducting investigation and remediation activities to address soil and groundwater conditions at several sites, including airports and maintenance bases. American anticipates that the ongoing costs of such activities will be immaterial. American has also been named as a potentially responsible party at certain Superfund sites. American's alleged volumetric contributions at such sites are small in comparison to total contributions of all potentially responsible parties and American expects that any future payments of its share of costs at such sites will be immaterial.

Labor

AMR's business is labor intensive. Wages, salaries, and benefits represented approximately 28% of AMR's operating expenses for the year ended December 31, 2012. The average full-time equivalent number of people employed by AMR's subsidiaries for the year ended December 31, 2012 was 77,750.

The majority of the people employed by AMR are represented by labor unions and covered by CBAs. American's pilots are represented by the APA, its flight attendants by the APFA, and its mechanics and fleet service employees, and certain other employee groups, by the TWU. AMR Eagle's pilots are represented by the Air Line Pilots Association (ALPA), its flight attendants by the AFA, and its mechanics and fleet service employees and certain other employee groups, by the TWU.

Relations with labor organizations are governed by the RLA. Under the RLA, the CBAs between AMR's subsidiaries and these labor organizations generally do not expire but instead become amendable as of a stated date. If either party wishes to modify the terms of any such agreement, it must notify the other party in the manner prescribed under the RLA and as agreed to by the parties. Under the RLA, after receipt of such notice, the parties must meet for direct negotiations, and if no agreement is reached, either party may request the NMB to appoint a federal mediator. The RLA prescribes no set timetable for the direct negotiation and mediation.

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process. It is not unusual for those processes to last for many months, and even for several years. If no agreement is reached in mediation, the NMB in its discretion may declare at some time that an impasse exists, and if an impasse is declared, the NMB proffers binding arbitration to the parties. Either party may decline to submit to arbitration. If arbitration is rejected by either party, a 30-day cooling off period commences. Throughout the bargaining process, and during this cooling off period, the parties are precluded from engaging in any self-help, such as strikes or work slowdowns by employees or a lockout by the employer. During the cooling off period (or after), a PEB may be established to examine the parties' positions and recommends a solution. The PEB process lasts for 30 days and is followed by another cooling off period of 30 days, which extends the prohibition against self-help until the PEB process is concluded. At the end of the cooling off period or PEB process, whichever is longer, unless an agreement is reached or action is taken by Congress to legislate a solution to the bargaining dispute, the labor organization may exercise self-help, such as a strike or other job action, and the airline may resort to its own self-help, including the imposition of any or all of its proposed amendments to the CBA and the hiring of new people to replace any striking workers.

Prior to the Chapter 11 filings on November 29, 2011, American had been in negotiations with its unions under the RLA for as long as five years. As of December 31, 2012, American and AMR Eagle have new contracts with all of their respective labor groups. In addition, American's pilots, flight attendants, and ground employee unions and the USAPA have agreed to terms for improved CBAs, effective upon the Closing. The AFA has also reached a tentative agreement, which includes support for the Merger. American's unions representing pilots and flight attendants are working with their counterparts at US Airways to determine representation and single agreement protocols to be used to integrate workforce after the Merger. For more information, see the section entitled "The Merger Agreement" beginning on page 113.

Fuel

AMR's operations and financial results are significantly affected by the availability and price of jet fuel. AMR's fuel costs and consumption for the years 2010 through 2012 were:

Year	Gallons Consumed (in millions)	Total Cost (in millions)	Average Cost Per Gallon	Percent of AMR's Operating Expenses
2010	2,764	\$ 6,400	\$ 2.316	29.3
2011	2,756	\$ 8,304	\$ 3.013	33.2
2012	2,723	\$ 8,717	\$ 3.201	35.2

In order to provide a measure of control over price and supply, AMR trades and ships fuel and maintains fuel storage facilities to support its flight operations. AMR also manages the price risk of fuel costs through the use of hedging contracts, which consist primarily of call options, collars (consisting of a purchased call option and a sold put option), and call spreads (consisting of a purchased call option and a sold call option). Heating oil, jet fuel, and crude oil are the primary underlying commodities in the hedge portfolio. AMR does not take a view on the direction of fuel prices; instead, AMR layers in fuel hedges on a systematic basis. Depending on movements in the price of fuel, AMR's fuel hedging program can result in gains or losses on its fuel hedges.

For the three months ended March 31, 2013 and March 31, 2012, AMR's fuel hedging program decreased AMR's fuel expense by \$8 million and \$29 million, respectively. During 2012, 2011, and 2010, AMR's fuel hedging program increased (decreased) AMR's fuel expense by approximately \$(4) million, \$(335) million, and \$142 million, respectively. As of January 2013, AMR had cash flow hedges covering approximately 21% of its estimated 2013 fuel requirements, and as of March 31, 2013, AMR had cash flow hedges covering approximately 28% of its estimated remaining 2013 fuel requirements. The consumption hedged for 2013 was capped at an average price of approximately \$3.03 per gallon of jet fuel. Five percent of estimated 2013 fuel requirements was hedged using call spreads with protection capped at an average price of approximately \$3.37 per gallon of jet fuel. Sixteen percent of estimated 2013 fuel requirements was hedged using collars with an average floor price of approximately \$2.39 per gallon of jet fuel. The cap and floor prices exclude taxes and transportation costs.

Table of Contents**Frequent Flyer Program**

American established the AAdvantage[®] program to develop passenger loyalty by offering awards to travelers for their continued patronage. American believes that the AAdvantage[®] program is one of its competitive strengths. The AAdvantage[®] program benefits from a growing base of approximately 72 million members with desirable demographics who have demonstrated a strong willingness to collect AAdvantage[®] program miles over other loyalty program incentives and are generally disposed to adjusting their purchasing behavior in order to earn additional AAdvantage[®] program miles. The AAdvantage[®] program members earn mileage credits by flying on American, the American Eagle Carriers, or by using services of other participants in the AAdvantage[®] program. Mileage credits can be redeemed for free, discounted, or upgraded travel on American, the American Eagle Carriers, or other participating airlines, or for other awards. Once a member accrues sufficient mileage for an award, the member may book award travel. Most travel awards are subject to capacity controlled seating. A member's mileage credit does not expire as long as that member has any type of qualifying activity at least once every 18 months.

American sells mileage credits and related services to other participants in the AAdvantage[®] program. There are over 1,000 program participants, including a leading credit card issuer, hotels, car rental companies, and other products and services companies. American believes that program participants benefit from the sustained purchasing behavior of the AAdvantage[®] program members, which translates into a recurring stream of revenues for the AAdvantage[®] program. Under its agreements with the AAdvantage[®] program members and program participants, American reserves the right to change the AAdvantage[®] program at any time without notice, and may end the program with six months' notice. As of December 31, 2012, the AAdvantage[®] program had approximately 609 billion outstanding award miles. During 2012, the AAdvantage[®] program issued approximately 209 billion miles, of which approximately 66% were sold to program participants.

Cargo

American Airlines Cargo, a division of American, transports on average over 100 million pounds of cargo weekly to major cities in the U.S., Europe, Canada, Mexico, the Caribbean, Latin America, and Asia. American's cargo network is one of the largest air cargo networks in the world, with facilities and interline connections available across the globe. During 2012, American Airlines Cargo accounted for approximately 2.7% of AMR's operating revenues by generating \$669 million in freight and mail revenue, a decrease of 4.8% versus 2011.

Other Revenues

Other revenues, which approximate 10.2% of total revenues, includes revenue from the marketing services related to the sale of mileage credits in the AAdvantage[®] program (as discussed above), membership fees, and related revenue from AMR's Admirals Club operations, and other miscellaneous service revenue, including administrative service charges and baggage handling fees.

Other Matters***Seasonality and Other Factors***

AMR's results of operations for any interim period are not necessarily indicative of those for the entire year since the air transportation business is subject to seasonal fluctuations. Higher demand for air travel has traditionally resulted in more favorable operating and financial results in the second and third quarters of the year than in the first and fourth quarters. Fears of terrorism or war, fare initiatives, fluctuations in fuel prices, labor actions, weather, natural disasters, outbreaks of disease, and other factors could impact this seasonal pattern. In addition, the results of operations in the air transportation business have also significantly fluctuated in the past in response to general economic conditions.

Table of Contents***Insurance***

AMR carries insurance for public liability, passenger liability, property damage, and all-risk coverage for damage to its aircraft. As a result of the terrorist attacks of September 11, 2001, aviation insurers significantly reduced the amount of insurance coverage available to commercial airlines for claims resulting from acts of terrorism, war, or similar events. At the same time, these insurers significantly increased the premiums for aviation insurance in general. While the price of commercial insurance has declined since the period immediately after the terrorist attacks of September 11, 2001, if commercial insurance carriers further reduce the amount of insurance coverage available to AMR or significantly increase its cost, AMR would be materially adversely affected.

The U.S. government has agreed to provide commercial war-risk insurance for U.S.-based airlines through September 30, 2013, covering losses to employees, passengers, third parties, and aircraft. If the U.S. government were to cease providing such insurance in whole or in part, it is likely that AMR could obtain comparable coverage in the commercial market, but it could incur substantially higher premiums and face more restrictive terms. However, there can be no assurance that comparable insurance coverage for claims resulting from acts of terrorism, war, or similar events will be available in the commercial market. If AMR is unable to obtain adequate insurance coverage for claims resulting from acts of terrorism, war, or similar events at commercially reasonable rates, it would be adversely affected.

Other Government Matters

In time of war or during a national emergency or defense oriented situation, American and other airlines can be required to provide airlift services to the Air Mobility Command under the Civil Reserve Air Fleet program. If American were to provide a substantial number of aircraft and crew to the Air Mobility Command, operations of AMR could be adversely impacted.

Available Information

AMR makes its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to reports filed or furnished pursuant to Section 13(a) or Section 15(d) of the Exchange Act available free of charge under the Investor Relations page on its website, www.aa.com, as soon as reasonably practicable after such reports are electronically filed with the SEC. In addition, AMR's code of ethics (called the Standards of Business Conduct), which applies to all employees of AMR, including American's chief executive officer, chief financial officer, and controller, is posted under the Investor Relations page on its website, www.aa.com. AMR intends to disclose any amendments to the Standards of Business Conduct, or waivers of the Standards of Business Conduct on behalf of American's chief executive officer, chief financial officer, or controller, under the Investor Relations page on its website, www.aa.com. The charters for the AMR board of directors' standing committees (the audit, compensation, diversity, and nominating/corporate governance committees), and the board of directors' governance policies, are likewise available on AMR's website, www.aa.com. Information on AMR's website is not incorporated into or otherwise made a part of this proxy statement/prospectus.

Legal Proceedings

As previously discussed, on November 29, 2011, the Debtors filed voluntary petitions for relief under the Bankruptcy Code. Each of the Debtors continues to operate its business and manage its property as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. As a result of the current Chapter 11 Cases, attempts to prosecute, collect, secure, or enforce remedies with respect to prepetition claims against the Debtors are subject to the automatic stay provisions of Section 362(a) of the Bankruptcy Code, including, except in such cases where the Bankruptcy Court has entered an order modifying or lifting the automatic stay, the litigation described below. Notwithstanding the general application of the automatic stay described above, governmental authorities, both domestic and foreign, may determine to continue actions brought under their regulatory powers. Therefore, the automatic stay may have no effect on certain matters described below.

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On February 22, 2006, AMR received a letter from the Swiss Competition Commission informing AMR that it is investigating whether AMR and certain other cargo carriers entered into agreements relating to fuel surcharges, security surcharges, war-risk surcharges, and customs clearance surcharges. On March 11, 2008, AMR received a request for information from the Swiss Competition Commission concerning, among other things, the scope and organization of AMR's activities in Switzerland. On November 8, 2012, the Swiss Competition Commission issued a preliminary order finding that AMR participated in an illegal conspiracy to set cargo fuel, security, and war risk surcharges, and recommending that AMR should be fined 2,225,310 Swiss Francs. AMR disputes the allegation in the Swiss order and intends to vigorously defend itself under Swiss law. On January 23, 2007, the Brazilian competition authorities, as part of an ongoing investigation, conducted an unannounced search of AMR's cargo facilities in Sao Paulo, Brazil. On April 24, 2008, the Brazilian competition authorities charged AMR with violating Brazilian competition laws. On December 31, 2009, the Brazilian competition authorities made a non-binding recommendation to the Brazilian competition tribunal that it find AMR in violation of competition laws and levy a fine in an unspecified amount. The Brazilian authorities are investigating whether AMR and certain other foreign and domestic airlines violated Brazilian competition laws by illegally conspiring to set fuel surcharges on cargo shipments. AMR is vigorously contesting the allegations and the preliminary findings of the Brazilian competition authorities. AMR intends to cooperate fully with all pending investigations.

In addition, AMR has received inquiries from a number of other jurisdictions, including Australia and South Korea, regarding AMR's practices relating to setting fuel charges. AMR has timely responded to all such inquiries.

On April 12, 2011, American filed an antitrust lawsuit against Travelport (collectively, Travelport Limited and Travelport, L.P.) and Orbitz Worldwide LLC (Orbitz) in Federal District Court for the Northern District of Texas. On October 20, 2011, American sought leave to file new antitrust claims against the defendants based on facts learned through discovery. The lawsuit, as amended, alleged, among other things, that (i) the defendants engaged in anticompetitive practices to preserve their monopoly power over American's ability to distribute its products through their subscribers and (ii) such actions have prevented American from employing new competing technologies and allowed the defendants to continue to charge American supracompetitive fees.

On December 22, 2011, Travelport brought counterclaims against American alleging that American's direct connect efforts violate the antitrust laws. On August 16, 2012, the federal district court dismissed Travelport's counterclaims. On February 5, 2013, Travelport filed a motion for reconsideration of the federal district court's August 16, 2012 order dismissing its counterclaims and to amend its counterclaims to assert a new claim against American. The proposed new counterclaim alleged that American participated in a conspiracy with rival airlines and Farelogix, Inc., a technology provider to American, to reduce and eliminate competition from Travelport and other global distribution systems (GDSs) and to coordinate their negotiations with Travelport and other GDSs.

American settled its disputes with Travelport and Orbitz on March 12, 2013 and March 29, 2013, respectively, subject to approval of the Bankruptcy Court. Under the terms of the settlement between American and Travelport, (i) the parties amended their current distribution and content agreements and extended such agreements for multiple years, (ii) Travelport agreed to provide certain monetary payments to American, and (iii) the parties released one another from any and all claims asserted, or that could have been asserted, in connection with the lawsuit. Under the terms of the settlement between American and Orbitz, the parties released one another from any and all claims asserted, or that could have been asserted, in connection with the lawsuit. The Bankruptcy Court approved the settlements on April 23, 2013.

AMR is engaged in other legal proceedings from time to time. Such proceedings can be complex and take many months, or even years, to reach resolution, with the final outcome depending on a number of variables, some of which are not within AMR's control. Therefore, although AMR will vigorously defend itself in each of the described actions, the ultimate resolution and potential financial impact on AMR is uncertain.

Table of Contents**Description of Property****Flight Equipment Operating**

Owned and leased aircraft operated by AMR at March 31, 2013 included:

Equipment Type	Average Seating Capacity	Owned	Capital Leased	Operating Leased	Total	Average Age (Years)
American Airlines Aircraft						
Boeing 737-800	153	87		117	204	6
Boeing 757-200	181	81	2	23	106	18
Boeing 767-200 ER	168	4	9	1	14	26
Boeing 767-300 ER	218	45		13	58	19
Boeing 777-200 ER	247	44	3		47	12
Boeing 777-300 ER	310			5	5	
McDonnell Douglas MD-80	140	105	18	64	187	21
Total		366	32	223	621	15
AMR Eagle Aircraft						
Bombardier CRJ-700	63/65	47			47	6
Embraer RJ-135	37			19	19	12
Embraer RJ-140	44	59			59	11
Embraer RJ-145	50	118			118	11
Super ATR	64			6	6	19
Total		224		24	249	10

Almost all of AMR's owned aircraft are encumbered by liens granted in connection with financing transactions entered into by AMR.

Of the operating aircraft listed above, five owned Boeing 757-200 aircraft, two McDonnell Douglas MD-80 aircraft, and two Boeing 767-200ER aircraft were in temporary storage as of March 31, 2013.

Flight Equipment Non-Operating

Owned and leased aircraft not operated by AMR at December 31, 2012 included:

Equipment Type	Owned	Capital Leased	Operating Leased	Total
American Airlines Aircraft				
Boeing 737-800	1			1
Boeing 757-200	2			2
McDonnell Douglas MD-80	36			36
Total	39			39
AMR Eagle Aircraft				
Saab 340B	41			41
Total	41			41

Table of Contents**Flight Equipment Leased**

Lease expirations for the aircraft included in the table of capital and operating leased flight equipment operated by AMR as of March 31, 2013 are:

Equipment Type	2013	2014	2015	2016	2017	2018 and Thereafter
American Airlines Aircraft						
Boeing 737-800						117
Boeing 757-200	2	7	9	5	2	
Boeing 767-200 ER	1	9				
Boeing 767-300 ER			3	5	4	1
Boeing 777-200 ER						3
Boeing 777-300 ER						5
McDonnell Douglas MD-80	20	15	6		6	35
	23	31	18	10	12	161
AMR Eagle Aircraft						
Embraer RJ-135	21					
Super ATR	6					
	27					

American leases all Super ATR and Embraer RJ-135 aircraft from third parties and, in turn, subleases those aircraft to AMR Eagle for operation.

Substantially all of AMR's aircraft leases include an option to purchase the aircraft or to extend the lease term, or both, with the purchase price or renewal rental set at a predetermined amount or to be based essentially on the market value of the aircraft at the end of the term of the lease.

Flight Equipment Third-Party Regional Airlines

The following table summarizes the aircraft contractually obligated to American under capacity purchase agreements with third-party regional airlines as of March 31, 2013:

Airline	Fleet Type		Total
	Bombardier CRJ-200	Embraer RJ-140	
SkyWest Airlines, Inc.	12		12
ExpressJet Airlines, Inc. ^(a)	11		11
Chautauqua Airlines, Inc.		15	15
Total	23	15	38

(a) ExpressJet Airlines began service from DFW on February 14, 2013.

Of the aircraft listed above, one SkyWest Airlines, Inc. CRJ RJ-200 aircraft was on operational reserve as of March 31, 2013.

See Note 3 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 and Note 5 and Note 17 to the AMR 2012 consolidated financial statements for additional information on AMR's capacity purchase agreements with third-party regional airlines.

Flight Equipment Other Information

All aircraft, excluding the SAAB 340B aircraft and aircraft operated by third-party regional airlines, are owned or leased by American as of March 31, 2013.

For information concerning the estimated useful lives and residual values for owned aircraft, lease terms for leased aircraft, and amortization relating to aircraft under capital leases, see Note 2 and Note 6 to the AMR 2012 consolidated financial statements.

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See Note 1 and Note 3 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for information on AMR's activities under Section 1110 of the Bankruptcy Code and for information on AMR's acquisition commitments, payments, and options, respectively.

See Note 1 to the AMR 2012 consolidated financial statements for information on AMR's activities under Section 1110 of the Bankruptcy Code. See Note 5 and Note 17 to the AMR 2012 consolidated financial statements for information on AMR's aircraft acquisition commitments, payments, and options.

Ground Properties

AMR leases or has built as leasehold improvements on leased property most of its airport and terminal facilities in the U.S. and overseas, its training facilities in Fort Worth, Texas, its principal overhaul and maintenance base at Tulsa International Airport (Tulsa, Oklahoma), its regional reservation offices, and local ticket and administration offices throughout the system. AMR owns its headquarters building in Fort Worth, Texas. American has entered into agreements with the Tulsa Municipal Airport Trust; the Alliance Airport Authority, Fort Worth, Texas; the New York City Industrial Development Agency; and the Dallas/Fort Worth, Chicago O'Hare, Newark, San Juan, and Los Angeles airport authorities pursuant to which such entities issued special facility revenue bonds, the proceeds of which were used to pay a portion of the cost of constructing, improving, and modifying facilities and acquiring equipment which are leased to AMR. These special facility revenue bonds are non-recourse to the issuer. In accordance with various orders of the Bankruptcy Court, special facility revenue bond claims in connection with the Alliance Airport, DFW, and Luis Munoz Marin International Airport in San Juan and certain series of special facility revenue bond claims in connection with John F. Kennedy International Airport in New York are expected to be treated as general unsecured claims. Claims relating to special facility revenue bonds at the Newark Airport are also expected to be treated as general unsecured claims. AMR also uses public airports for its flight operations under lease or use arrangements with the municipalities or governmental agencies owning or controlling them and leases certain other ground equipment for use at its facilities.

For information concerning the estimated lives and residual values for owned ground properties, lease terms and amortization relating to ground properties under capital leases, and acquisitions of ground properties, see Note 2 and Note 6 to the AMR 2012 consolidated financial statements.

Table of Contents**SUPPLEMENTARY FINANCIAL INFORMATION****Supplementary Financial Data**

The table below sets forth certain unaudited supplementary quarterly financial data of AMR for 2013, 2012, and 2011 (in millions, except per share amounts):

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2013				
Operating revenue	\$ 6,098	\$	\$	\$
Operating income (loss)	52			
Net earnings (loss)	(341)			
Earnings (loss) per share:				
Basic	(1.02)			
Diluted	(1.02)			
2012				
Operating revenue	\$ 6,037	\$ 6,452	\$ 6,429	\$ 5,937
Operating income (loss)	(89)	142	51	3
Net earnings (loss)	(1,660)	(241)	(238)	263
Earnings (loss) per share:				
Basic	(4.95)	(0.72)	(0.71)	0.78
Diluted	(4.95)	(0.72)	(0.71)	0.69
2011				
Operating revenue	\$ 5,533	\$ 6,114	\$ 6,376	\$ 5,956
Operating income (loss)	(232)	(78)	39	(783)
Net earnings (loss)	(436)	(286)	(162)	(1,095)
Earnings (loss) per share:				
Basic	(1.31)	(0.85)	(0.48)	(3.27)
Diluted	(1.31)	(0.85)	(0.48)	(3.27)

Table of Contents**AMR MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

In accordance with the SEC requirements for use of Form S-4 in connection with this proxy statement/prospectus, AMR is required to provide its Management Discussion and Analysis for the three months ended March 31, 2013 and the year ended December 31, 2012. Therefore, the discussion below assumes that AMR remains an independent company, unless otherwise indicated.

Chapter 11 Progress

As previously mentioned, AMR and the other Debtors filed the Chapter 11 Cases on November 29, 2011. For a discussion of the Chapter 11 Cases, see the section entitled "Description of AMR's Business Chapter 11 Proceedings" beginning on page 197 and Note 1 to the AMR 2012 consolidated financial statements. Since November 29, 2011, AMR has made substantial progress towards transforming AMR and restoring it to industry leadership, profitability, and growth, as outlined in its restructuring business plan.

Key Achievements during 2012

New labor agreements. American and AMR Eagle have new contracts with all of their labor groups, including the APA, APFA, AFA, ALPA, and all seven American TWU-represented groups (fleet service clerks, dispatchers, ground school instructors, maintenance control technicians, simulator technicians, mechanics and related technicians, and stores) and AMR Eagle TWU-represented groups.

Significant cost reductions. AMR has made substantial progress in reducing its cost structure. This included improving certain of the financial terms of its debt and lease agreements, including many related to aircraft and real property leases, optimizing the fleet and facilities by grounding older planes and closing certain facilities, and negotiating improved supplier contracts. These agreements on improved terms are generally subject to certain conditions, including in some cases reaching agreement on definitive documents and AMR's successful emergence from the Chapter 11 Cases. AMR is also implementing changes that will reduce approximately 10,500 positions across all workgroups, including roughly 1,500 positions in management, as a result of an organizational redesign completed in 2012.

Improved revenue performance. Consolidated passenger revenues increased \$986 million, or 4.8%, in 2012 compared to prior year driven by a strong Yield environment and increased Load Factors. Further, AMR posted its largest annual revenue in company history. As used herein, "Load Factor" or "Passenger Load Factor" means the measure of utilized available seating capacity calculated by dividing revenue passenger miles (RPMs) by ASMs for a reporting period, and "Yield" or "Passenger Yield" means the amount of passenger revenue earned per RPM during a reporting period.

Renewing and optimizing the fleet. With the aircraft commitments discussed in Note 5 and Note 17 to the AMR 2012 consolidated financial statements, AMR anticipates that American's mainline jet fleet will be the youngest in North America by 2017. In the fourth quarter of 2012, the size of American's fleet of 737-800s surpassed that of its MD-80s. In addition, American took the first delivery of its new flagship aircraft, the Boeing 777-300ER, in December 2012 and has 59 new mainline aircraft slated for delivery in 2013.

Customer experience enhancements. In 2012, American took several steps to enhance the customer travel experience, including (i) redesigning the interior of its international widebody aircraft; (ii) installing Main Cabin Extra, which offers more legroom in portions of the main cabin; and (iii) announcing it will become the first domestic airline to offer three-class service and fully lie-flat First and Business Class seats on transcontinental flights. In November 2012, AMR also announced new travel options and a new booking path on its website, www.aa.com.

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Strengthening the network. AMR continued to build network scale and alliances by expanding service from its hubs to the domestic and international cities most desirable to high value customers and capitalizing on the JBAs established over the past two years with British Airways, Iberia, Japan Airlines, and Qantas. AMR continues to strengthen its Latin American network with increased destinations and frequencies throughout the region. In December 2012, American signed agreements to codeshare with Sao Paulo-based TAM Airlines and Bogota-based LAN Colombia. Once approved, these new codeshare relationships will provide expanded opportunities for American to serve new markets in Brazil and Colombia. Further, in 2012, oneworld® welcomed new member Air Berlin and members-elect Malaysia Airlines, SriLankan Airlines, and Qatar Airways.

Retirement benefits solution. AMR, in working with the UCC and the unions, developed a solution that allowed AMR to freeze its defined benefit pension plans, instead of seeking termination. The freeze of these plans became effective on November 1, 2012, and the Pilot B Plan, a defined contribution plan, was terminated on November 30, 2012. Eligible employees began to receive a replacement benefit under the Super Saver 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries (the AMR SuperSaver Plan) on November 1, 2012. Subsidized retiree medical coverage was discontinued for current employees November 1, 2012.

See Note 1 of the AMR 2012 consolidated financial statements for additional details on the Chapter 11 reorganization.

Other Recent Events

In the first quarter of 2013, AMR continued its transformation and built on the substantial progress made in 2012 in restoring AMR to industry leadership, profitability, and growth. AMR also entered into the Merger Agreement on February 13, 2013 and filed the Plan with the Bankruptcy Court on April 15, 2013.

The Plan and related Disclosure Statement contemplate that AMR will emerge from Chapter 11 and merge with US Airways Group. The Plan addresses various subjects with respect to the Debtors, including the resolution of pre-petition obligations as well as the capital structure and corporate governance after exit from the Chapter 11 Cases. See Note 14 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for information on the Plan and Disclosure Statement.

Other first quarter highlights include the following:

American closed its private offering of the Series 2013-1 EETCs in the aggregate face amount of \$664 million. See Note 6 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information.

In January 2013, American placed into service its first Boeing 777-300ER aircraft.

LATAM Airlines Group announced it will join oneworld®, and American filed applications with regulators for codeshare agreements with TAM and LAN Colombia. Pending approval, this will strengthen American's existing service to Latin America.

American and Finnair announced Finnair's intent to join the transatlantic joint business American shares with British Airways and Iberia, providing additional connections across the Atlantic.

EETC

On March 12, 2013, American closed its private offering of two tranches of EETCs in the aggregate face amount of \$663,378,000. The EETCs are comprised of a senior tranche of Class A Certificates with an interest rate of 4.000% per annum and a final expected distribution date of July 15, 2025, and a junior tranche of Class B Certificates with an interest rate of 5.625% per annum and a final expected distribution date of January 15, 2021. The EETCs will represent an interest in the assets of two separate pass through trusts, each of which will hold

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equipment notes expected to be issued by American. The equipment notes are expected to be secured by eight currently owned Boeing 737-823 aircraft and one currently owned Boeing 777-223ER aircraft, each of which is either unencumbered or is subject to a private mortgage financing, and four new Boeing 777-323ER aircraft currently scheduled for delivery to American during the period from April 2013 to July 2013. The certificates were offered in the U.S. to qualified institutional buyers, as defined in, and in reliance on, Rule 144A under the Securities Act.

AMR filed a motion with the Bankruptcy Court on October 9, 2012 requesting entry of an order authorizing American to, among other things: (i) obtain postpetition financing in an amount of up to \$1.5 billion secured on a first priority basis by, among other things, up to 41 Boeing 737-823 aircraft, 14 Boeing 757-223 aircraft, one Boeing 767-323ER aircraft, and 19 Boeing 777-223ER aircraft as part of a new EETC financing (the Refinancing EETC) to be offered pursuant to Rule 144A under the Securities Act, and (ii) use cash on hand (including proceeds of the Refinancing EETC) to indefeasibly repay the existing prepetition obligations secured by such aircraft, as applicable, which are currently financed through, as the case may be, an EETC financing entered into by American in July 2009 (the Series 2009-1 Pass Through Certificates), a secured notes financing entered into by American in July 2009 (the 2009-2 Senior Secured Notes), and an EETC financing entered into by American in October 2011 (the Series 2011-2 Pass Through Certificates and, together with the Series 2009-1 Pass Through Certificates and the 2009-2 Senior Secured Notes, the Existing Financings), in each case, without the payment of any make-whole amount or other premium or prepayment penalty. American expects the Refinancing EETC structure to be substantially similar to the structure of the Series 2011-2 Pass Through Certificates, other than the economic terms (such as the interest rate) and certain terms and conditions to be in effect during the Chapter 11 Cases. The Bankruptcy Court approved the motion on January 17, 2013 and entered an order (the EETC Order) pursuant to such effect on February 1, 2013. The trustees for the Existing Financings have appealed the EETC Order and judgments rendered in certain related adversary proceedings. The appeals have been briefed and fully submitted and oral arguments have been scheduled for June 20, 2013. American intends to continue to assert vigorously its rights to repay the Existing Financings without the payment of any make-whole amount or other premium or prepayment penalty, and is considering all of its options, including the payment of the Existing Financings and closing the Refinancing EETC notwithstanding such appeal. There can be no assurance that the refinancing EETC will be effected on acceptable terms, if at all, and, although American can opt to reinstate the Existing Financings prior to emergence, if American determines to repay rather than reinstate the Existing Financings prior to emergence, it is possible that it could lose the appeal and be required to pay make-whole amounts with respect to the Existing Financings. As of March 31, 2013, such make-whole amounts would have exceeded \$450 million in the aggregate.

Merger Agreement

On February 13, 2013, AMR entered into an Agreement and Plan of Merger with US Airways Group. The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, AMR Merger Sub, a wholly-owned subsidiary of AMR, will merge with and into US Airways Group, with US Airways Group continuing as a wholly-owned subsidiary of AMR. See the section entitled *The Merger Agreement* beginning on page 113. If the Merger Agreement is terminated for any reason, the Chapter 11 Cases will continue and the Debtors will prepare and propose an alternative plan of reorganization which could contemplate, among other things, consolidation with another entity, the sale or disposition of certain of AMR's assets, or AMR's emergence as a standalone entity. If AMR were to emerge on an independent basis, AMR believes that it should be able to achieve its targeted cost savings of approximately \$2 billion each year and its targeted annual revenue enhancements of \$1 billion by 2017, although there can be no assurance that it would be able to do so. See Note 13 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information, including a description of the Merger Agreement.

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Contingencies

AMR has certain contingencies resulting from litigation and claims incident to the ordinary course of business. AMR believes, after considering a number of factors, including (but not limited to) the information currently available, the views of legal counsel, the nature of contingencies to which AMR is subject, and prior experience, that the ultimate disposition of the litigation (see the section entitled "Description of AMR's Business - Legal Proceedings" beginning on page 205) and claims will not materially affect AMR's consolidated financial position or results of operations. When appropriate, AMR accrues for these contingencies based on its assessments of the likely outcomes of the related matters. The amounts of these contingencies could increase or decrease in the near term, based on revisions to those assessments. See also the section entitled "AMR Management's Discussion and Analysis of Financial Condition and Results of Operations - Other Information" beginning on page 229 and Note 1 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for information on the claims resolution process.

As a result of the Chapter 11 Cases, virtually all prepetition pending litigation against AMR is stayed.

Financial Highlights*First Quarter 2013*

AMR recorded a consolidated net loss of \$341 million in the first quarter of 2013 compared to a net loss of \$1.7 billion in the same period last year. AMR's consolidated net loss reflects \$160 million of charges to reorganization items offset by higher operating revenues. Consolidated passenger revenue increased by \$66 million to \$5.3 billion for the first quarter of 2013 compared to the same period last year driven by a strong Yield environment and increased mainline and consolidated Load Factors. Cargo and other revenues decreased by \$5 million to \$805 million for the first quarter of 2013 compared to the same period last year. Mainline passenger RASMs (Unit Revenues) increased 2.7% in the first quarter of 2013 due to a 0.7% increase in passenger yield year-over-year. This also reflects an increase in Load Factor of approximately 1.6 points compared to the first quarter of 2012.

Operating expenses decreased \$80 million during the first quarter of 2013 primarily due to lower wages, salaries, and benefits costs. AMR's operating expenses for the first quarter of 2013 also include special items and Merger-related expenses of \$28 million (see Note 9 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information) and a \$45 million charge due to an increase in workers' compensation claims in recent months as well as adverse development on older claims.

Charges to reorganization items, net, of \$160 million for the first quarter of 2013 consist primarily of certain post-petition unsecured claims on obligations that the Debtors agreed to allow pursuant to the Support and Settlement Agreement. Interest expense of \$262 million for the first quarter of 2013 includes \$116 million related to post-petition interest expense on unsecured obligations that the Debtors agreed to allow pursuant to the Support and Settlement Agreement.

Fiscal Year 2012

AMR recorded a consolidated net loss of \$1.9 billion in 2012 compared to a net loss of \$2.0 billion in 2011. AMR's consolidated net loss reflects \$2.2 billion of charges to reorganization items, net, and significant year-over-year increases in fuel prices, offset by higher operating revenues. Consolidated passenger revenue increased by \$1.0 billion to \$21.7 billion in 2012 compared to the prior year driven by a strong Yield environment and increased Load Factors. Cargo and other revenues decreased by \$110 million to \$3.2 billion for 2012 compared to the prior year. Mainline unit revenues increased 5.6% in 2012 due to a 4.5% increase in Passenger Yield year-over-year. This also reflects an increase in Load Factor of approximately 0.9 points compared to 2011.

Charges to reorganization items, net of \$2.2 billion for 2012, are primarily from estimated claims associated with restructuring the financing arrangements in the Chapter 11 Cases for certain debt and aircraft, including an

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estimated net loss of \$276 million related to the modification of the financing arrangement for American's Embraer RJ-140 and RJ-145 aircraft, other claim settlements, and professional fees. Fuel prices continued the trend set in 2011, with prices remaining high and extremely volatile. AMR paid an average of \$3.20 per gallon in 2012 compared to an average of \$3.01 per gallon in 2011, including the effects of hedging. As a result, fuel expense, taking into account the impact of fuel hedging, increased \$413 million year-over-year to \$8.7 billion. Hedging gains reduced fuel expense by approximately \$4 million. Other operating expenses were lower, reflecting the initial impact of the Chapter 11 restructuring process.

In addition, AMR's 2012 results were impacted by the following items:

AMR recognized a \$569 million non-cash income tax benefit during the fourth quarter of 2012 related to gains in other comprehensive income. See Note 9 to the AMR 2012 consolidated financial statements for further information.

In 2012, AMR recorded \$361 million of charges for severance related costs associated with planned reductions in certain work groups.

In late September and early October 2012, AMR experienced a labor-related operational disruption that resulted in the cancellation or delay of a substantial number of flights and which affected bookings for fourth quarter travel. This negatively impacted 2012 revenue and net earnings by approximately \$120 million and \$112 million, respectively.

Hurricane Sandy and the early November snow storm in the northeastern U.S. negatively impacted fourth quarter 2012 revenues and net earnings by approximately \$65 million and \$49 million, respectively.

AMR's fourth quarter results include a \$280 million benefit from settlement of a commercial dispute. AMR recorded a consolidated net loss of \$2.0 billion in 2011 compared to a net loss of \$471 million in 2010. AMR's consolidated net loss reflected significant year-over-year increases in fuel prices, partially offset by higher operating revenues. Consolidated passenger revenue increased by \$1.6 billion to \$20.7 billion in 2011 compared to the prior year. Cargo and other revenues increased by \$225 million to \$3.3 billion for 2011 compared to the prior year. Mainline unit revenues increased 6.3% in 2011 due to a 6.2% increase in Passenger Yield year-over-year. This also reflected an increase in load factor of approximately 0.1% compared to 2010.

The increase in total operating revenue was offset by significantly higher year-over-year fuel prices. Fuel prices increased significantly through the second quarter and remained high and extremely volatile through year-end 2011. AMR paid an average of \$3.01 per gallon in 2011 compared to an average of \$2.32 per gallon in 2010, including the effects of hedging. As a result, fuel expense, taking into account the impact of fuel hedging, increased \$1.9 billion year-over-year to \$8.3 billion. Hedging gains reduced fuel expense by approximately \$335 million.

In addition, AMR's 2011 results were negatively impacted by the following items:

In the first quarter of 2011, AMR incurred approximately \$31 million in non-recurring non-cash charges related to certain sale/leaseback transactions.

Also in the first quarter of 2011, several events transpired which adversely impacted system operations, including extreme weather events in January and February, a catastrophic earthquake and tsunami in Japan, and a fire at Miami International Airport that adversely affected American's aircraft fueling capabilities at the airport. These events, combined with the effect of AMR's efforts to improve distribution of AMR's products (as described under the GDS discussion above), resulted in reduced revenue in the first quarter.

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AMR's second quarter revenue results reflected approximately \$60 million in lower revenue due to extreme weather events during the quarter in Dallas-Fort Worth and the continued impact of the earthquake that struck Japan in March 2011.

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In the fourth quarter of 2011, the Debtors recognized \$118 million in reorganization items related to expenses (including professional fees) and provisions for losses that are realized or incurred in the Chapter 11 Cases.

Also in the fourth quarter of 2011, special charges and other items consisted of \$768 million, including \$725 million related to the impairment of certain aircraft and gates and a \$43 million revenue reduction as a result of a decrease in the breakage assumption related to the AAdvantage® program frequent flier liability.

AMR reduced capacity by approximately 3% in the fourth quarter of 2011 due to the uncertain economic environment, high fuel costs, and higher than normal pilot retirements. As a result, AMR's results were adversely impacted by approximately \$55 million in the quarter.

AMR recorded a net loss of \$471 million in 2010 compared to a net loss of \$1.5 billion in 2009. AMR's smaller net loss in 2010 reflected a strengthening of the revenue environment in a weak global economy which led to higher passenger revenues, partially offset by higher fuel prices. In addition to higher fuel expenses, AMR's 2010 results were negatively impacted by \$81 million in special items. The special items consisted of \$53 million related to the Venezuelan currency remeasurement in January 2010 and a \$28 million non-cash impairment of certain routes in Latin America.

Liquidity and Capital Resources

The matters described herein, to the extent that they relate to future events or expectations, may be significantly affected by the Chapter 11 Cases, the Plan, and the Merger. In particular, transition planning for AAG is just beginning, and, therefore, future levels of debt, other obligations, and liquidity needs are difficult to predict. The Chapter 11 Cases will involve, or may result in, various restrictions on AMR's activities, limitations on financing, the need to consult with the UCC and other key stakeholders and to obtain Bankruptcy Court approval for various matters, and uncertainty as to relationships with vendors, suppliers, customers, labor, and others with whom AMR may conduct or seek to conduct business. The Debtors cannot predict the impact, if any, that the Chapter 11 Cases might have on these obligations. For further information regarding the Chapter 11 Cases, see Note 1 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013.

Cash, Short-Term Investments, and Restricted Assets

At March 31, 2013, AMR had \$4.2 billion in unrestricted cash and short-term investments and \$853 million in restricted cash and short-term investments, both at fair value, versus \$3.9 billion in unrestricted cash and short-term investments and \$850 million in restricted cash and short-term investments at December 31, 2012.

At December 31, 2012, AMR had \$3.9 billion in unrestricted cash and short-term investments and \$850 million in restricted cash and short-term investments, both at fair value, versus \$4.0 billion in unrestricted cash and short-term investments and \$738 million in restricted cash and short-term investments at December 31, 2011.

AMR has restricted cash and short-term investments related primarily to collateral held to support projected workers compensation obligations and funds held for certain tax obligations.

As of each of March 31, 2013 and December 31, 2012, approximately \$527 million of AMR's cash and short-term investments balances were held in foreign bank accounts, of which \$413 million was held in Venezuela. On February 8, 2013, the Venezuelan Government devalued its currency from 4.3 bolivars per U.S. dollar to 6.3 bolivars per U.S. dollar. Subsequently, the Venezuelan Government decreed that, for applications of foreign exchange related to international air transportation operations filed with the Venezuelan Government on or before February 8, 2013, the rate of 4.30 bolivars per U.S. dollar would be applied. As a result, the devaluation

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did not materially impact AMR. AMR does not expect any significant ongoing impact of the currency devaluation on its operations in Venezuela, but there can be no assurances to that effect. Currency is subject to risks including exchange controls, changes in foreign exchange rates, and currency devaluation.

AMR's unrestricted short-term investment portfolio consists of a variety of what AMR believes are highly liquid, lower risk instruments, including money market funds, government agency investments, repurchase agreements, short-term obligations, corporate obligations, bank notes, certificates of deposit, and time deposits. AMR's objectives for its investment portfolio are (i) the safety of principal, (ii) liquidity maintenance, (iii) yield maximization, and (iv) the full investment of all available funds. AMR's risk management policy further emphasizes superior credit quality (primarily based on short-term ratings by nationally recognized statistical rating organizations) in selecting and maintaining investments in its portfolio and enforces limits on the proportion of funds invested with one issuer, one industry, or one type of instrument. AMR regularly assesses the market risks of its portfolio, and believes that its established policies and business practices adequately limit those risks. As a result, AMR does not anticipate any material adverse impact from these risks.

Certain of AMR's debt financing agreements contain loan to value ratio covenants and require AMR to periodically appraise the collateral. Pursuant to such agreements, if the loan to value ratio exceeds a specified threshold, AMR may be required to subject additional qualifying collateral (which in some cases may include cash collateral) or, in the alternative, to pay down such financing, in whole or in part, with premium (if any). One of such agreements also includes covenants that, among other things, limit the ability of AMR and its subsidiaries to merge, consolidate, sell assets, incur additional indebtedness, issue preferred stock, make investments, and pay dividends. In addition, under such agreement, if American fails to maintain a collateral ratio of 1.5 to 1.0, American must pay additional interest on the related notes (which bear interest at 7.5% per annum) at the rate of 2% per annum until the collateral coverage ratio equals at least 1.5 to 1.0. See Note 6 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information.

Significant Indebtedness and Future Financing

AMR's indebtedness and its ability to obtain sufficient financing are significant risks to it as discussed more fully in the section entitled "Risk Factors" beginning on page 41.

The Chapter 11 Cases triggered defaults on substantially all debt and lease obligations of the Debtors. However, under Section 362 of the Bankruptcy Code, the commencement of the Chapter 11 Cases automatically stayed most creditor actions against the Debtors' estates.

As of March 31, 2013, AMR has financing commitments that, subject to certain conditions, cover all of its scheduled aircraft deliveries through 2016, except six Boeing 737 aircraft, 18 Boeing 787 aircraft, and 11 Boeing 777-300ER aircraft, which AMR may finance in the future.

In the remainder of 2013, including liabilities subject to compromise, AMR will be contractually required to make approximately \$1.2 billion of principal payments on long-term debt and approximately \$34 million in principal payments on capital leases, and AMR expects to spend approximately \$2.2 billion on capital expenditures, including aircraft commitments.

At emergence from Chapter 11, AMR will pay approximately \$1.4 billion in cash to settle certain obligations in connection with the Plan. In addition, AMR anticipates that transition costs to integrate the business of AMR and US Airways Group will be approximately \$1.2 billion.

In the first quarter of 2013, American closed its private offering of two tranches of EETCs in the aggregate face amount of \$664 million. See Note 6 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information.

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As discussed above, under Chapter 11 Progress, AMR has been using the benefits afforded by the Bankruptcy Code to restructure the terms of much of its indebtedness and lease obligations. AMR cannot predict at this time the outcome of its efforts to restructure its indebtedness. It is possible that holders of AMR's unsecured indebtedness may lose a portion of their investment depending on the outcome of the Chapter 11 Cases.

See Note 3 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information on AMR's aircraft acquisition commitments, payments, options, and financing agreements.

Credit Ratings

AMR's and American's credit ratings are significantly below investment grade. The outcome of the Chapter 11 Cases, which cannot be determined at this time, could further increase AMR's borrowing or other costs and further restrict the availability of future financing.

Credit Card Processing and Other Reserves

American has agreements with a number of credit card companies and processors to accept credit cards for the sale of air travel and other services. Under certain of these agreements, the credit card processor may hold back a reserve from American's credit card receivables following the occurrence of certain events, including the failure of American to maintain certain levels of liquidity (as specified in each agreement).

Under such agreements, the amount of the reserve that may be required generally is based on the processor's exposure to AMR under the applicable agreement and, in the case a reserve is required because of AMR's failure to maintain a certain level of liquidity, the amount of such liquidity. As of each of March 31, 2013 and December 31, 2012, AMR was not required to maintain any reserve under such agreements. If circumstances were to occur that would allow a credit card processor to require AMR to maintain a reserve, AMR's liquidity would be negatively impacted.

Pension Funding Obligation

AMR is required to make minimum contributions to its defined benefit pension plans under the minimum funding requirements of ERISA, the Pension Funding Equity Act of 2004, the Pension Protection Act of 2006, and the Pension Relief Act of 2010.

As a result of the Chapter 11 Cases, AMR contributed \$33 million to its U.S. defined benefit pension plans during the first quarter of 2013 covering post-petition periods. AMR's remaining 2013 contributions to its defined benefit pension plans are subject to the Chapter 11 Cases. AMR also contributed \$272 million to its defined benefit pension plans in 2012 to cover post-petition periods. Prior to the Closing (see Note 13 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information), AMR and/or its subsidiaries will make all minimum required contributions to each AMR compensation and benefit plan that are required to have been made and were not made prior to the Effective Date. As a result of AMR only contributing the post-petition portion of the required contribution, the Pension Benefit Guaranty Corporation filed liens against certain assets of AMR in 2012.

Cash Flow Activity

At March 31, 2013, AMR had \$4.2 billion in unrestricted cash and short-term investments, which is an increase of \$352 million from the balance as of December 31, 2012. Net cash provided by operating activities in the three month period ended March 31, 2013 was \$0.7 billion, as compared to \$1.1 billion over the same period in 2012. The decrease is primarily the result of improved operating performance versus last year offset by the impact of the Chapter 11 Cases in the first quarter of 2012.

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At December 31, 2012, AMR had \$3.9 billion in unrestricted cash and short-term investments, which is a decrease of \$109 million from the balance as of December 31, 2011. Net cash provided by operating activities during the year ended December 31, 2012 was \$1.3 billion, as compared to \$680 million during 2011. The increase is primarily the result of a stronger revenue environment and cost savings resulting from the Chapter 11 Cases as described in Note 1 to the AMR 2012 consolidated financial statements.

AMR made debt and capital lease payments of \$1.3 billion and invested \$1.9 billion in capital expenditures in 2012. Capital expenditures primarily consisted of new aircraft and certain aircraft modifications.

AMR made debt and capital lease payments of \$394 million and invested \$0.9 billion in capital expenditures in the first quarter of 2013. Capital expenditures primarily consisted of new aircraft and certain aircraft modifications.

Due to the current value of AMR's derivative contracts, some agreements with counterparties require collateral to be deposited by the counterparty or AMR. As of March 31, 2013 and December 31, 2012, AMR had posted cash collateral of an immaterial amount. Cash posted at December 31, 2012 is included in other assets. As a result of movements in fuel prices, the cash collateral amounts held by AMR or the counterparties to such contracts, as the case may be, can vary significantly.

As a result of the terrorist attacks of September 11, 2001 and the subsequent liability protections provided for by the Air Transportation Safety and System Stabilization Act (the Stabilization Act), AMR recorded a liability for the terrorist attacks of September 11, 2001 claims equal to the related insurance receivable due to American. The Stabilization Act provides that, notwithstanding any other provision of law, liability for all claims, whether compensatory or punitive, arising from the terrorist attacks of September 11, 2001, against any airline will not exceed the liability coverage maintained by the airline. In the second quarter of 2011, AMR received \$576 million in insurance proceeds as partial settlement of claims related to the terrorist attacks of September 11, 2001. AMR used these funds to pay a portion of its share of the associated liability. Reflecting this settlement, the remaining liability and the amount of the offsetting receivable as of March 31, 2013 were each \$1.1 billion.

Compensation

On November 27, 2012, the compensation committee of AMR's board of directors approved the 2013 Annual Short-Term Incentive Plan for non-officer managers of American. This annual bonus plan provides for the payment of awards in the event certain financial metrics are satisfied. AMR also adopted a profit sharing plan for 2013, which will pay awards to certain employees based on a percentage of pre-tax income.

Working Capital

AMR (principally American) historically operates with a working capital deficit. In addition, AMR has historically relied heavily on external financing to fund capital expenditures. More recently, AMR has also relied on external financing to fund operating losses, employee pension obligations, and debt maturities.

Off Balance Sheet Arrangements

American has determined that it holds a significant variable interest in, but is not the primary beneficiary of, certain trusts that are the lessors under 19 of its aircraft operating leases. These leases contain a fixed price purchase option, which allows American to purchase the aircraft at a predetermined price on a specified date. However, American does not guarantee the residual value of the aircraft. As of December 31, 2012, future lease payments required under these leases totaled \$98 million.

Certain special facility revenue bonds have been issued by certain municipalities primarily to purchase equipment and improve airport facilities that are leased by American and accounted for as operating leases. In

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accordance with various orders of the Bankruptcy Court, special facility revenue bond claims (totaling approximately \$1.1 billion) in connection with the Alliance Airport, DFW, and Luis Munoz Marin International Airport in San Juan and certain series of special facility revenue bond claims in connection with John F. Kennedy International Airport in New York are expected to be treated as general unsecured claims. Claims relating to special facility revenue bonds at the Newark Airport (totaling approximately \$18 million) and additional special facility revenue bonds at Luis Munoz Marin International Airport (totaling approximately \$36 million) are also expected to be treated as general unsecured claims. Approximately \$486 million of the special facility revenue bonds that had not been compromised as of December 31, 2012 (with total future payments of approximately \$822 million as of December 31, 2012) are guaranteed by American, AMR, or both. Approximately \$112 million of these special facility revenue bonds contain mandatory tender provisions that require American to make operating lease payments sufficient to repurchase the bonds in 2014. Although American has the right to remarket the bonds, there can be no assurance that these bonds will be successfully remarketed. Any payments to redeem or purchase bonds that are not remarketed would generally reduce existing rent leveling accruals or are considered prepaid facility rentals and would reduce future operating lease commitments.

In addition, AMR had other operating leases, primarily for aircraft and airport facilities, with total future lease payments of \$8.1 billion as of December 31, 2012. Entering into aircraft leases allows AMR to obtain aircraft without immediate cash outflows.

Contractual Obligations

The following table summarizes AMR's obligations and commitments as of December 31, 2012. The Debtors are still in the process of evaluating their executory contracts in order to determine which contracts will be assumed, assumed and assigned, or rejected in the Chapter 11 Cases. Therefore, obligations as currently quantified in the table below and in the text immediately following the footnotes to the table will continue to change. The table below does not include contracts that have been successfully rejected through the Chapter 11 Cases. The table also does not include commitments that are contingent on events or other factors that are uncertain or unknown at this time.

	Payments Due by Year(s) Ended December 31, (In millions)				
	Total	2013	2014 and 2015	2016 and 2017	2018 and Beyond
Contractual Obligations					
Operating lease payments for aircraft and facility obligations ^(a)	\$ 9,011	\$ 1,033	\$ 1,854	\$ 1,593	\$ 4,531
Firm aircraft commitments ^(b)	11,160	2,079	1,336	1,100	6,645
Capacity purchase agreements ^(c)	797	249	367	181	
Long-term debt, not including liabilities subject to compromise ^(d)	11,118	2,010	2,416	2,755	3,937
Long-term debt classified as liabilities subject to compromise ^(d)	1,831	319	718	165	629
Capital lease obligations ^(e)	682	82	131	109	360
Other purchase obligations ^(f)	810	179	238	183	210
Other long-term liabilities ^(g)	5,989	574	396	359	4,660
Total obligations and commitments ^(h)	\$ 41,398	\$ 6,525	\$ 7,456	\$ 6,445	\$ 20,972

- (a) Certain special facility revenue bonds issued by municipalities which are supported by operating leases executed by American are guaranteed by AMR and/or American. The special facility revenue bonds with mandatory tender provisions discussed above are included in this table based on lease payment terms rather than their mandatory tender provision date. See Note 6 to the AMR 2012 consolidated financial statements for additional information.
- (b) Additional information about AMR's obligations is included in Note 5 and Note 17 to the AMR 2012 consolidated financial statements.
- (c) The table reflects minimum required payments under capacity purchase agreements between American and its third-party regional airlines. See Note 5 and Note 17 to the AMR 2012 consolidated financial statements for additional information on capacity purchase agreements.

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- (d) Amounts represent contractual amounts due, including interest. Interest on variable rate debt was estimated based on the current rate at December 31, 2012.
- (e) As of December 31, 2012, included in Liabilities Subject to Compromise on the consolidated balance sheet is approximately \$19 million relating to ground capital leases.
- (f) Includes noncancelable commitments to purchase goods or services, primarily information technology related support. AMR has made estimates as to the timing of certain payments primarily for construction related costs. The actual timing of payments may vary from these estimates. Substantially all of AMR's purchase orders issued for other purchases in the ordinary course of business contain a 30-day cancellation clause that allows AMR to cancel an order with 30 days' notice.
- (g) Includes minimum pension contributions based on actuarially determined estimates and other post-retirement benefit payments based on estimated payments through 2022. These payments are subject to the Chapter 11 Cases. See Note 11 to the AMR 2012 consolidated financial statements for additional information.
- (h) Total contractual obligations do not include long-term contracts that represent a variable expense (based on levels of operation) or where short-term cancellation provisions exist.

Although the Debtors are not generally permitted to make any payments on prepetition obligations as a result of the Chapter 11 Cases, the Debtors have made 1110(a) elections or reached agreements with certain aircraft financing parties under Section 1110 of the Bankruptcy Code and received approval from the Bankruptcy Court to make certain payments on financings of certain aircraft.

The Debtors cannot predict the impact, if any, that the Chapter 11 Cases might have on these obligations. For further information regarding the Chapter 11 Cases, see Note 1 to the AMR 2012 consolidated financial statements and the information contained in Chapter 11 Progress above.

War-Risk Insurance

The U.S. government has agreed to provide commercial war-risk insurance for U.S.-based airlines through September 30, 2013, covering losses to employees, passengers, third parties, and aircraft. If the U.S. government were to cease providing such insurance in whole or in part, it is likely that AMR could obtain comparable coverage in the commercial market, but AMR would incur substantially higher premiums and more restrictive terms. There can be no assurance that comparable war-risk coverage will be available in the commercial market. If AMR is unable to obtain adequate war-risk coverage at commercially reasonable rates, AMR would be adversely affected.

Results of Operations**Revenues**

Q1 2013 Compared to Q1 2012. AMR's revenues increased approximately \$61 million, or 1.0%, to \$6.1 billion in the first quarter of 2013 from the same period last year driven by a strong Yield environment and increased mainline and consolidated Load Factors. American's passenger revenues increased by 1.3%, or \$57 million, on 1.4% lower capacity of 37.4 billion ASM. American's Passenger Load Factor increased 1.6 points while Passenger Yield increased by 0.7% to 15.3 cents. This resulted in an increase in mainline passenger RASM of 2.7% to 12.3 cents. American derived approximately 60% of its passenger revenues from domestic operations and approximately 40% from international operations (flights serving international destinations). Following is additional information regarding American's domestic and international RASM and capacity:

	Three Months Ended March 31, 2013			
	RASM (cents)	Y-O-Y Change	ASMs (billions)	Y-O-Y Change
DOT Domestic	12.3	2.7%	21.9	(2.3)%
International	12.4	2.6	15.5	
DOT Latin America	14.0	(0.1)	8.9	4.9
DOT Atlantic	10.8	8.4	4.4	(7.2)
DOT Pacific	9.3	(2.2)	2.2	(3.6)

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In the first quarter of 2013, the airlines providing American with regional feed, or regional airlines, included two wholly owned subsidiaries, AMR Eagle and Executive Airlines, Inc., and three third party regional airlines, Chautauqua Airlines, Inc., SkyWest Airlines, Inc., and ExpressJet Airlines, Inc.

The passenger revenues from the regional airlines increased \$9 million, or 1.3%, to \$679 million as a result of higher Yield and increased traffic. Regional airlines traffic or flights for American increased 0.9% to 2.4 billion RPMs, on a capacity decrease of 0.4% to 3.3 billion ASMs, resulting in a 1.0 point increase in Passenger Load Factor to 72.1%.

Cargo revenues decreased 8.0%, or \$13 million, to \$155 million primarily as a result of decreased freight and mail yields.

Other revenues increased 1.2%, or \$8 million, to \$650 million due to increased revenue associated with third party handling contracts.

2012 Compared to 2011. AMR's revenues increased approximately \$0.9 billion, or 3.7%, to \$24.9 billion in 2012 compared to 2011 driven by a strong Yield environment and increased Load Factors. American's passenger revenues increased by 4.4%, or \$0.8 billion, on a 1.1% decrease in capacity or ASMs. Labor-related operational disruptions and Hurricane Sandy and the early November snowstorm in the northeastern U.S. had an estimated impact on AMR's 2012 passenger revenues of \$120 million and \$65 million, respectively. American's Passenger Load Factor increased 0.9 points while Passenger Yield increased by 4.5% to 14.83 cents. This resulted in an increase in RASM of 5.6% to 12.28 cents. American derived approximately 60% of its passenger revenues from domestic operations and approximately 40% from international operations (flights serving international destinations). Following is additional information regarding American's domestic and international RASM and capacity:

	Year Ended December 31, 2012			
	RASM (cents)	Y-O-Y Change	ASMs (billions)	Y-O-Y Change
DOT Domestic	12.18	5.5%	89.9	(1.9)%
International	12.42	5.7	62.7	0.1
DOT Latin America	13.89	3.8	31.3	4.4
DOT Atlantic	11.17	5.9	22.3	(6.6)
DOT Pacific	10.45	9.6	9.1	3.5

As of December 31, 2012, the airlines providing American with regional feed, or regional airlines, included two wholly-owned subsidiaries, American Eagle and Executive Airlines, Inc., and two third-party regional airlines, Chautauqua Airlines, Inc. and SkyWest Airlines, Inc.

Executive Airlines, Inc. conducted its last flight on March 31, 2013.

The passenger revenues from regional airlines increased \$190 million, or 7.0%, to \$2.9 billion as a result of higher Yield and increased traffic. The regional airlines traffic on flights for American increased 3.2% to 10.2 billion RPMs, on a capacity increase of 0.7% to 13.6 billion ASMs, resulting in a 1.9 point increase in Passenger Load Factor to 75.1%.

Cargo revenues decreased 4.8%, or \$34 million, to \$669 million primarily as a result of decreased freight and mail traffic and Yields.

Other revenues decreased 2.9%, or \$76 million, to \$2.5 billion primarily due to decreased revenue associated with the sale of mileage credits in the AAdvantage® program and decreases in certain passenger service charge volumes and fees.

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2011 Compared to 2010. AMR's revenues increased approximately \$1.8 billion, or 8.2%, to \$24.0 billion in 2011 compared to 2010. American's passenger revenues increased by 7.1%, or \$1.2 billion, on a 0.7% increase in capacity or ASMs. AMR's 2011 passenger revenues reflect a \$43 million reduction as a result of a decrease in the breakage assumption related to the AAdvantage® program frequent flyer liability. American's Passenger Load Factor increased 0.1% while Passenger Yield increased by 6.2% to 14.19 cents. This resulted in an increase in RASM of 6.3% to 11.63 cents. American derived approximately 60% of its passenger revenues from domestic operations and approximately 40% from international operations (flights serving international destinations). Following is additional information regarding American's domestic and international RASM and capacity:

	Year Ended December 31, 2011			
	RASM (cents)	Y-O-Y Change	ASMs (billions)	Y-O-Y Change
DOT Domestic	11.54	6.8%	91.7	(1.6)%
International	11.76	5.5	62.7	4.3
DOT Latin America	13.37	13.4	30.0	1.9
DOT Atlantic	10.55	(0.3)	23.8	2.6
DOT Pacific	9.53	(7.4)	8.8	19.2

As of December 31, 2011, the regional airlines providing American with regional feed included two wholly-owned subsidiaries, American Eagle and Executive Airlines, Inc., and two third-party regional airlines, Chautauqua Airlines, Inc. and SkyWest Airlines, Inc.

The passenger revenues from regional airlines increased \$397 million, or 17.1%, to \$2.7 billion as a result of higher Yield and increased traffic. Regional airline traffic on flights for American increased 12.3% to 9.9 billion RPMs, on a capacity increase of 10.9% to 13.5 billion ASMs, resulting in a 0.9 point increase in Passenger Load Factor to 73.3%.

Cargo revenues increased 4.5%, or \$31 million, to \$703 million primarily as a result of increased freight yields.

Other revenues increased 8.1%, or \$195 million, to \$2.6 billion primarily due to increased revenue associated with the sale of mileage credits in the AAdvantage® program and increases in certain passenger service charge volumes and fees.

Operating Expenses

Q1 2013 Compared to Q1 2012. AMR's total operating expenses decreased 1.3%, or \$80 million, to \$6.0 billion in the first quarter of 2013 compared to the same period last year. American's mainline operating expenses per ASM decreased 0.6% to 14.1 cents. The decrease in operating expense was largely due to lower wages, salaries, and benefits costs.

Operating Expenses	Quarter Ended	Change from 2012 (In millions)	Percentage Change
	March 31, 2013		
Aircraft fuel	\$ 2,200	\$ 35	1.6
Wages, salaries and benefits	1,484	(298)	(16.7) ^(a)
Other rentals and landing fees	346	18	5.4
Maintenance, materials and repairs	383	40	11.8 ^(b)
Depreciation and amortization	246	(14)	(5.6)
Commissions, booking fees and credit card expense	276	10	3.7
Aircraft rentals	164	21	14.7 ^(c)
Food service	139	14	11.5 ^(d)
Special charges and merger related	28	17	* ^(e)
Other operating expenses	780	77	11.0 ^(f)
Total operating expenses	\$ 6,046	\$ (80)	(1.3)%

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- (a) Wages, salaries, and benefits decreased primarily as a result of modifications to pension and other post-employment benefits and reductions in certain work groups during 2012. See Note 8 and Note 9 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for further information, respectively.
- (b) Maintenance, materials and repairs increased primarily due to timing of materials and repairs expenses.
- (c) Aircraft rental expense increased primarily due to new aircraft deliveries in 2013.
- (d) Food service increased primarily as a result of increased passengers boarded and enhanced product offerings.
- (e) Special charges increased primarily as a result of merger related expenses.
- (f) Other operating expenses increased primarily due to increases in outsourced services and volatility in foreign exchange rates.

2012 Compared to 2011. AMR's total operating expenses decreased 1.1%, or \$0.3 billion, to \$24.7 billion in 2012 compared to 2011. American's mainline operating expenses per ASM decreased 0.2% to 14.27 cents. The decrease in operating expense was largely due to decreased aircraft and facility rent as leases are modified during the Chapter 11 Cases. Decreases in operating expenses were largely offset by a year-over-year increase in fuel prices in 2012 compared to 2011. Fuel expense was AMR's largest single expense category in 2012 and the price increase resulted in \$514 million in incremental year-over-year fuel expense in 2012 (based on the year-over-year increase in the average price per gallon multiplied by gallons consumed, inclusive of the impact of fuel hedging). Further increases in fuel prices and/or disruptions in the supply of fuel would further materially adversely affect AMR's financial condition and results of operations. AMR also incurred charges of \$361 million for severance related costs associated with planned reductions in certain work groups.

Operating Expenses	Year Ended December 31, 2012	Change from 2011 (In millions)	Percentage Change
Aircraft fuel	\$ 8,717	\$ 413	5.0%(a)
Wages, salaries, and benefits	6,897	(156)	(2.2)
Other rentals and landing fees	1,304	(128)	(8.9)(b)
Maintenance, materials, and repairs	1,400	116	9.1(c)
Depreciation and amortization	1,015	(71)	(6.5)
Commissions, booking fees, and credit card expense	1,050	(12)	(1.1)
Aircraft rentals	550	(112)	(17.0)(d)
Food service	536	18	3.4
Special charges	387	(338)	(46.7)(e)
Other operating expenses	2,892	(15)	(0.6)
Total operating expenses	\$ 24,748	\$ (285)	(1.1)%

- (a) Aircraft fuel expense increased primarily due to a 6.3% increase in AMR's price per gallon of fuel (net of the impact of hedging gains of \$4 million).
- (b) Other rentals and landing fees decreased primarily as a result of the Chapter 11 Cases as described in Note 1 to the AMR 2012 consolidated financial statements.
- (c) Maintenance, materials, and repairs increased primarily due to timing of materials and repairs expenses.
- (d) Aircraft rental expense decreased primarily as a result of the Chapter 11 Cases as described in Note 1 to the AMR 2012 consolidated financial statements.
- (e) Special charges consist of severance related charges of \$361 million and write-off of leasehold improvements on aircraft and at airport facilities that were rejected during the Chapter 11 process.

2011 Compared to 2010. AMR's total operating expenses increased 14.5%, or \$3.2 billion, to \$25 billion in 2011 compared to 2010. American's mainline operating expenses per ASM increased 13.4% to 14.30 cents. The increase in operating expense was largely due to a year-over-year increase in fuel prices in 2011 compared to 2010 and \$725 million related to the impairment of certain aircraft and gates in 2011. Fuel expense was AMR's largest single expense category in 2011 and the price increase resulted in \$1.9 billion in incremental year-over-

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year fuel expense in 2011 (based on the year-over-year increase in the average price per gallon multiplied by gallons consumed, inclusive of the impact of fuel hedging). Further increases in fuel prices and/or disruptions in the supply of fuel would further materially adversely affect AMR's financial condition and results of operations. The remaining increase in operating expense was primarily due to labor related costs, revenue related expenses, such as credit card fees and booking fees and commissions, and increased aircraft rent related to AMR's fleet renewal plan.

Operating Expenses	Year Ended December 31, 2011	Change from 2010	Percentage Change
	(In millions)		
Aircraft fuel	\$ 8,304	\$ 1,904	29.7% ^(a)
Wages, salaries, and benefits	7,053	206	3.0
Other rentals and landing fees	1,432	13	0.9
Maintenance, materials, and repairs	1,284	(45)	(3.4)
Depreciation and amortization	1,086	(7)	(0.6)
Commissions, booking fees, and credit card expense	1,062	85	8.8 ^(b)
Aircraft rentals	662	82	14.2 ^(c)
Food service	518	28	5.8 ^(d)
Special charges	725	725	(e)
Other operating expenses	2,907	180	6.5 ^(f)
Total operating expenses	\$ 25,033	\$ 3,171	14.5%

- (a) Aircraft fuel expense increased primarily due to a 30.1% increase in AMR's price per gallon of fuel (net of the impact of hedging gains of \$335 million).
- (b) Commissions, booking fees, and credit card expenses increased due to an 8.2% increase in operating revenues.
- (c) Aircraft rental expense increased primarily due to new aircraft deliveries in 2011 and 2010.
- (d) Food service expense increased primarily due to increased international flying.
- (e) Special charges in 2011 consist of \$725 million related to the impairment of certain aircraft and gates.
- (f) Other operating expenses increased primarily due to increases in professional and technical fees and sale-leaseback losses.

Other Income (Expense)

Other income (expense) consists of interest income and expense, interest capitalized, and miscellaneous net.

Q1 2013 Compared to Q1 2012. Other income (expense) consists of interest income and expense, interest capitalized, and miscellaneous net. A decrease in short-term investment rates caused a decrease in interest income of \$1.7 million, or 28.3%, to \$4 million for the first quarter 2013 compared to the same period last year. Interest expense increased \$84 million, or 46.9%, to \$262 million primarily as a result of post-petition interest expense on unsecured obligations that the Debtors agreed to allow pursuant to the Support and Settlement Agreement, partially offset by a decrease in interest expense as a result of AMR's restructuring efforts under the Chapter 11 Cases as described in Note 1 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013.

2012 Compared to 2011. A decrease in short-term investment balances caused a decrease in interest income of 1.7%, to \$26 million in 2012. Interest expense decreased \$164 million or 19.8%, to \$662 million primarily as a result of the Chapter 11 Cases as described in Note 1 to the AMR 2012 consolidated financial statements. Miscellaneous net increased to \$242 million primarily as a result of settlement of a commercial dispute.

2011 Compared to 2010. Interest income for 2011 and 2010 was \$26 million. Interest expense increased \$2.6 million, or 0.3%, to \$826 million primarily as a result of increases in AMR's long-term debt balance.

Table of Contents**Reorganization Items, Net**

Reorganization items refer to revenues, expenses (including professional fees), realized gains and losses, and provisions for losses that are realized or incurred as a direct result of the Chapter 11 Cases.

The following table summarizes the components included in reorganization items, net on the AMR consolidated statements of operations for the three months ended March 31, 2013 and March 31, 2012:

	Three Months Ended	
	March 31,	
	2013	2012
	(In millions)	
Pension and post-retirement benefits	\$	\$
Aircraft and facility financing renegotiations and rejections ^{(a)(b)(c)}	136	1,356
Professional fees	39	45
Other	(15)	
Total reorganization items, net	\$ 160	\$ 1,401

- (a) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to the rejection or modification of financings related to aircraft. The Debtors record an estimated claim associated with the rejection or modification of a financing when the applicable motion is filed with the Bankruptcy Court to reject or modify such financing and the Debtors believe that it is probable the motion will be approved, and there is sufficient information to estimate the claim. Modifications of the financings related to certain aircraft remain subject to conditions, including reaching agreement on definitive documentation.
- (b) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to entry of orders treating as unsecured claims with respect to facility agreements supporting certain issuances of special facility revenue bonds. The Debtors record an estimated claim associated with the treatment of claims with respect to facility agreements when the applicable motion is filed with the Bankruptcy Court and the Debtors believe that it is probable that the motion will be approved, and there is sufficient information to estimate the claim.
- (c) Pursuant to the Support and Settlement Agreement, the Debtors agreed to allow certain post-petition unsecured claims on obligations. As a result, AMR recorded reorganization charges to adjust estimated allowed claim amounts previously recorded on rejected special facility revenue bonds of \$127 million, which is included in the table above.

Claims related to reorganization items are reflected in liabilities subject to compromise on the consolidated balance sheet as of March 31, 2013.

The following table summarizes the components included in reorganization items, net on the AMR consolidated statements of operations for the years ended December 31, 2012 and 2011:

	2012	2011
	(In millions)	
Pension and post-retirement benefits	\$ (66)	\$
Aircraft and facility financing renegotiations and rejections ^{(a)(b)}	1,950	102
Professional fees	229	14
Other	95	2
Total reorganization items, net	\$ 2,208	\$ 118

- (a) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to the rejection or modification of financings related to aircraft. The Debtors record an estimated claim associated with the rejection or modification of a

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financing when the applicable motion is filed with the Bankruptcy Court to reject or modify such financing and the Debtors believe that it is probable the motion will be approved, and there is sufficient information to estimate the claim. Modifications of the financings related to aircraft remain subject to conditions, including reaching agreement on definitive documentation.

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- (b) Amounts include allowed claims (claims approved by the Bankruptcy Court) and estimated allowed claims relating to entry of orders treating as unsecured claims with respect to facility agreements supporting certain issuances of special facility revenue bonds. The Debtors record an estimated claim associated with the treatment of claims with respect to facility agreements when the applicable motion is filed with the Bankruptcy Court and the Debtors believe that it is probable that the motion will be approved, and there is sufficient information to estimate the claim.

Claims related to reorganization items are reflected in liabilities subject to compromise on the consolidated balance sheet as of December 31, 2012.

Income Tax

AMR recorded a net tax benefit of approximately \$22 million associated with its net loss for the three months ended March 31, 2013 due to AMR realizing a valuation allowance release for refundable credits allowed as a result of passage of the American Taxpayer Relief Act of 2012. See Note 5 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013. AMR did not record a net tax provision (benefit) associated with its net loss for the three months ended March 31, 2012 due to AMR providing a valuation allowance, as discussed in Note 5 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013.

During 2012, AMR generated a pre-tax loss of approximately \$2.4 billion and other comprehensive income of approximately \$1.6 billion. In accordance with accounting standards, AMR's net zero tax provision is required to be allocated between operating loss and accumulated other comprehensive income. Application of this guidance required the recognition of a non-cash income tax benefit of \$569 million in operating results, offset by a \$569 million charge to other comprehensive income for the year. See Note 9 to the AMR 2012 consolidated financial statements for additional information regarding the allocation of income tax benefit to operating income and accumulated other comprehensive income. AMR did not record a net tax provision (benefit) associated with its net loss for 2011 due to AMR providing a valuation allowance, as discussed in Note 9 to the AMR 2012 consolidated financial statements.

Operating Statistics

The following table provides statistical information for American and the regional airlines for the three months ended March 31, 2013 and 2012.

	Three Months Ended March 31,	
	2013	2012
American Airlines Mainline Jet Operations		
Revenue passenger miles (millions)	30,139	29,960
ASMs (millions)	37,392	37,918
Cargo ton miles (millions)	410	445
Passenger Load Factor	80.6%	79.0%
Passenger Yield (cents)	15.31	15.21
RASM (cents)	12.34	12.02
Cargo revenue yield per ton mile (cents)	37.72	37.80
Operating expenses per ASM, excluding regional affiliates (cents) ^(a)	14.13	14.22
Fuel consumption (gallons, in millions)	592	592
Fuel price per gallon (dollars)	3.27	3.23
Operating aircraft at period-end	621	610
Regional Affiliates		
Revenue passenger miles (millions)	2,393	2,370
ASMs (millions)	3,319	3,333
Passenger Load Factor	72.1%	71.1%

- (a) Excludes \$754 million and \$742 million of expense incurred related to regional airlines in 2013 and 2012, respectively.

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Operating aircraft at March 31, 2013, included:

American Airlines Aircraft		AMR Eagle Aircraft	
Boeing 737-800	204	Bombardier CRJ-700	47
Boeing 757-200	106	Embraer RJ-135	19
Boeing 767-200 ER	14	Embraer RJ-140	59
Boeing 767-300 ER	58	Embraer RJ-145	118
Boeing 777-200 ER	47	Super ATR	6
Boeing 777-300 ER	5	Total	249
McDonnell Douglas MD-80	187		
Total	621		

The average aircraft age for American's and AMR Eagle's aircraft is 14.7 years and 10.4 years, respectively.

Almost all of AMR's owned aircraft are encumbered by liens granted in connection with financing transactions entered into by AMR.

Of the operating aircraft listed above, five Boeing 757-200 aircraft, two McDonnell Douglas MD-80 aircraft, and two Boeing 767-200 Extended Range aircraft were in temporary storage as of March 31, 2013.

Owned and leased aircraft not operated by AMR at March 31, 2013, included:

American Airlines Aircraft		AMR Eagle Aircraft	
Boeing 737-800	1	Saab 340B	41
Boeing 757-200	2	Total	41
McDonnell Douglas MD-80	36		
Total	39		

The following table summarizes the aircraft contractually obligated to American under capacity purchase agreements with third party regional airlines at March 31, 2013:

Carrier	Fleet Type		Total
	Bombardier CRJ-200	Embraer RJ-140	
Republic Airlines, Inc.			
SkyWest Airlines, Inc.	12		12
ExpressJet Airlines, Inc.	11		11
Chautauqua Airlines, Inc.		15	15
Total	23	15	38

Of the aircraft listed above, one SkyWest CRJ RJ-200 aircraft was on operational reserve as of March 31, 2013.

See Note 3 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for additional information on AMR's capacity purchase agreements with third party regional airlines.

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All aircraft, excluding the SAAB 340B aircraft and aircraft operated by third party regional airlines, are owned or leased by American as of March 31, 2013.

See Note 1 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for information on AMR's activities under section 1110 of the Bankruptcy Code and Note 3 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for information on AMR's acquisition commitments, payments and options.

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The following table provides statistical information for American and regional affiliates for the years ended December 31, 2012, 2011, and 2010.

	Year Ended December 31,		
	2012	2011	2010
American Mainline Jet Operations			
Revenue passenger miles (millions)	126,406	126,491	125,486
ASMs (millions)	152,628	154,321	153,241
Cargo ton miles (millions)	1,761	1,783	1,886
Passenger Load Factor	82.8%	82.0%	81.9%
Passenger Yield (cents)	14.83	14.19	13.36
RASM (cents)	12.28	11.63	10.94
Cargo revenue yield per ton mile (cents)	37.97	39.40	35.65
Operating expenses per ASM, excluding regional affiliates (cents) ^(a)	14.27	14.30	12.62
Fuel consumption (gallons, in millions)	2,410	2,445	2,481
Fuel price per gallon (cents)	319.8	300.9	231.0
Operating aircraft at year-end	614	608	620
Regional Affiliates			
Revenue passenger miles (millions)	10,214	9,895	8,812
ASMs (millions)	13,595	13,507	12,179
Passenger Load Factor	75.1%	73.3%	72.4%

(a) Excludes \$3.0 billion, \$3.1 billion, and \$2.7 billion of expense incurred related to regional affiliates in 2012, 2011, and 2010, respectively.

Other Information**Basis of Presentation**

See Note 2 to the AMR 2012 consolidated financial statements for information regarding the basis of presentation.

Critical Accounting Policies and Estimates

The preparation of AMR's financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the AMR 2012 consolidated financial statements and accompanying notes. AMR believes its estimates and assumptions are reasonable; however, actual results and the timing of the recognition of such amounts could differ from those estimates. AMR has identified the following critical accounting policies and estimates used by management in the preparation of AMR's financial statements: (i) claims resolution process, (ii) long-lived assets, (iii) international Slots and route authorities, (iv) passenger revenue, (v) frequent flyer program, (vi) stock compensation, (vii) pensions and retiree medical and other benefits, (viii) income taxes, and (ix) derivatives accounting.

Claims Resolution Process

Bankruptcy Rule 3003(c)(3) requires the Bankruptcy Court to fix the time within which proofs of claim must be filed in a Chapter 11 proceeding pursuant to Section 501 of the Bankruptcy Code. This Bankruptcy Rule also provides that any creditor who asserts a claim against the Debtors that arose prior to November 29, 2011, and whose claim (i) is not listed on the Debtors' schedules or (ii) is listed on the schedules as disputed, contingent, or unliquidated, must file a proof of claim. On May 4, 2012, the Bankruptcy Court entered an order that established July 16, 2012 at 5:00 p.m. (Eastern Time) as the deadline to file proofs of claim against any Debtor (the "Bar Date"). More information regarding the filing of proofs of claim can be obtained at www.amrcaseinfo.com. Information on that website is not incorporated into or otherwise made a part of this prospectus/proxy statement.

As of April 10, 2013, approximately 13,400 claims totaling about \$290.0 billion have been filed with the Bankruptcy Court against the Debtors. Of those claims, approximately 350 claims aggregating approximately

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\$58 million were filed after the Bar Date. AMR expects new and amended claims to be filed in the future, including claims amended to assign values to claims originally filed with no designated value. AMR has identified, and it expects to continue to identify, many claims that AMR believes should be disallowed by the Bankruptcy Court because they are duplicative, are without merit, are overstated, or for other reasons, including that the claims were filed after the Bar Date. As of April 10, 2013, the Bankruptcy Court has disallowed approximately \$100.2 billion of claims and has not yet ruled on AMR's other objections to claims, the disputed portions of which aggregate to an additional \$16.1 billion. AMR expects to continue to file objections in the future. Because the process of analyzing and objecting to claims is ongoing, the amount of disallowed claims may increase significantly in the future. The Debtors have recorded amounts for claims for which there was sufficient information to estimate the claim.

Differences between amounts scheduled by the Debtors and claims by creditors will be investigated and resolved in connection with the claims resolution process. In light of the expected number of creditors, the claims resolution process may take considerable time to complete. Accordingly, the ultimate number and amount of allowed claims is not presently known, nor can the ultimate recovery with respect to allowed claims be presently ascertained.

Long-Lived Assets

AMR has approximately \$14.3 billion of long-lived assets as of December 31, 2012, including approximately \$13.4 billion related to flight equipment and other fixed assets. In addition to the original cost of these assets, the recorded value of AMR's fixed assets is impacted by a number of estimates made by AMR, including estimated useful lives, salvage values, and AMR's determination as to whether aircraft are temporarily or permanently grounded. In accordance with GAAP, AMR records impairment charges on long-lived assets used in operations when events and circumstances indicate that the assets may be impaired, the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets, and the net book value of the assets exceeds their estimated fair value. In making these determinations, AMR uses certain assumptions, including, but not limited to: (i) estimated fair value of the assets and (ii) estimated future cash flows expected to be generated by the assets, generally evaluated at a fleet level, which are based on additional assumptions such as asset utilization, length of service, and estimated salvage values. A change in AMR's fleet plan has been the primary indicator that has resulted in an impairment charge in the past.

The majority of American's fleet types are depreciated over 30 years. It is possible that the ultimate lives of AMR's aircraft will be significantly different than the current estimate due to unforeseen events in the future that impact AMR's fleet plan, including positive or negative developments in the areas described above. For example, operating the aircraft for a longer period will result in higher maintenance, fuel, and other operating costs than if AMR replaced the aircraft.

In the second quarter of 2011, American entered into agreements with Airbus and Boeing under which it plans to acquire 460 narrowbody aircraft from the Boeing 737 and Airbus A320 families during the period 2013-2022. In connection with these Boeing and Airbus aircraft agreements and AMR's anticipated acceleration of its fleet renewal and replacement plan, AMR recorded an impairment charge in 2011 to write its Boeing 757 aircraft and certain related long-lived assets down to their estimated fair values. For further information regarding the Boeing and Airbus agreements, see Note 17 to the AMR 2012 consolidated financial statements.

International Slots and Route Authorities

AMR performs annual impairment tests on its international Slots and route authorities, which are indefinite life intangible assets and as a result are not amortized. As discussed above, AMR also performs impairment tests when events and circumstances indicate that the assets might be impaired. These tests are primarily based on estimates of discounted future cash flows, using assumptions based on historical results adjusted to reflect AMR's best estimate of future market and operating conditions. The net carrying value of assets not recoverable is reduced to fair value. AMR's estimates of fair value represent its best estimate based on industry trends and reference to market rates and transactions.

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AMR had recorded international Slots and route authorities of \$708 million as of December 31, 2012. AMR estimates the fair value of these assets based on market information and estimated future cash flows. AMR believes its estimates and assumptions are reasonable; however, given the significant uncertainty regarding how open skies agreements will ultimately affect AMR's operations at London Heathrow Airport and Narita International Airport, and other international locations that are evaluating open skies agreements, as well as volatility in the revenue and fuel environment, the actual results could differ from those estimates. See Note 12 to the AMR 2012 consolidated financial statements for additional information regarding the valuation of AMR's routes.

Passenger revenue

Passenger ticket sales are initially recorded as a component of air traffic liability. Revenue derived from ticket sales is recognized at the time service is provided. However, due to various factors, including the industry's pricing structure and interline agreements throughout the industry, certain amounts are recognized in revenue using estimates regarding both the timing of the revenue recognition and the amount of revenue to be recognized, including breakage. These estimates are generally based upon the evaluation of historical trends, including the use of regression analysis and other methods to model the outcome of future events based on AMR's historical experience, and are recognized at the scheduled time of departure. AMR's estimation techniques have been applied consistently from year to year. However, due to changes in AMR's ticket refund policy and changes in the travel profile of customers, historical trends may not be representative of future results.

Frequent Flyer Program

American uses the incremental cost method to account for the portion of its frequent flyer liability incurred when AAdvantage® program members earn mileage credits by flying on American or its regional affiliates.

AMR considers breakage in its incremental cost calculation and recognizes breakage on AAdvantage® program miles sold over the estimated period of usage for sold miles that are ultimately redeemed. AMR calculates its breakage estimate using separate breakage rates for miles earned by flying on American and miles earned through other companies who have purchased AAdvantage® program miles for distribution to their customers, due to differing behavior patterns. Management considers historical patterns of account breakage to be a useful indicator when estimating future breakage. Future program redemption opportunities can significantly alter customer behavior from historical patterns with respect to inactive accounts. Such changes may result in material changes to the frequent flyer liability, as well as recognized revenues from the program.

American includes fuel, food, and passenger insurance costs in the calculation of incremental cost. These estimates are generally updated based upon AMR's 12-month historical average of such costs. American also accrues a frequent flyer liability for the mileage credits expected to be used for travel on participating airlines based on historical usage patterns and contractual rates.

Revenue earned from selling AAdvantage® program miles to other companies is recognized in two components. The first component represents the revenue for air transportation sold and is valued at fair value. This revenue is deferred along with revenue related to expected breakage of sold miles and recognized over the period the mileage is expected to be used, which is currently estimated to be 28 months. The second revenue component, based on the residual method (for contracts in existence prior to January 1, 2011) and representing the marketing services sold, is recognized as related services are provided.

AMR's total liability for future AAdvantage® program award redemptions for free, discounted, or upgraded travel on American, American Eagle, or participating airlines, as well as unrecognized revenue from selling AAdvantage® program miles to other companies, was approximately \$1.7 billion and \$1.6 billion at December 31, 2012 and 2011, respectively (and is recorded as a component of air traffic liability in the consolidated balance sheets), representing 18.4% and 18.7% of AMR's total current liabilities at December 31, 2012 and 2011, respectively.

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The approximate number of free travel awards used for travel on American and American Eagle was 6.0 million one-way travel awards in 2012 and 6.0 million one-way travel awards in 2011 representing approximately 8.6% of passengers boarded in each year. AMR believes displacement of revenue passengers is minimal given AMR's Passenger Load Factors, its ability to manage frequent flyer seat inventory, and the relatively low ratio of free award usage to total passengers boarded.

Changes to the percentage of the amount of revenue deferred, deferred recognition period, percentage of awards expected to be redeemed for travel on participating airlines, breakage or cost per mile estimates could have a significant impact on AMR's revenues or incremental cost accrual in the year of the change as well as in future years.

Stock Compensation

Prior to November 29, 2011, AMR granted awards to employees under its various share based payment plans. AMR utilizes option pricing models or fair value models to estimate the fair value of its awards. Certain awards contain a market performance condition, which is taken into account in estimating the fair value on the date of grant. The fair value of those awards is calculated by multiplying the stock price on the date of grant by the expected payout percentage and the number of shares granted. AMR accounts for these awards over the three-year term of the award based on the grant date fair value, provided adequate shares are available to settle the awards. For awards where adequate shares are not anticipated to be available or that only permit settlement in cash, the fair value is re-measured each reporting period.

The Plan provides that all AMR stock options will be cancelled as part of its emergence from Chapter 11. It is expected that no future awards will be made under existing plans. See Note 10 to the AMR 2012 consolidated financial statements for additional information regarding AMR's share-based compensation.

Pensions and Retiree Medical and Other Benefits

AMR recognizes the funded status (the difference between the fair value of plan assets and the projected benefit obligations) of its pension and post-retirement plans in the consolidated balance sheet with a corresponding adjustment to accumulated other comprehensive income (loss).

AMR's pension and other post-retirement benefit costs and liabilities are calculated using various actuarial assumptions and methodologies. AMR uses certain assumptions including, but not limited to, the selection of: (i) the discount rate, (ii) the expected return on plan assets, (iii) the expected health care cost trend rate, and (iv) starting in 2007, the estimated age of pilot retirement (as discussed below).

These assumptions as of December 31 were:

	2012	2011
Discount rate (cost/liability)	5.20% / 4.20%	5.80% / 5.20%
Expected return on plan assets	8.25%	8.50%
Expected health care cost trend rate:		
Pre-65 individuals		
Initial	7.0%	7.5%
Ultimate	4.5%	4.5%
Post-65 individuals		
Initial	7.0%	7.5%
Ultimate (2010)	4.5%	4.5%
Pilot Retirement Age	63	63

When establishing its discount rate to measure its obligations, AMR matches high quality corporate bonds available in the marketplace whose cash flows approximate its projected benefit disbursements. Lowering the discount rate by 50 basis points as of December 31, 2012 would increase AMR's pension and post-retirement benefits obligations by approximately \$1.2 billion and \$60 million, respectively, and increase estimated 2013 pension and post-retirement benefit expense by \$1 million and \$4 million, respectively.

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The expected return on plan assets is based upon an evaluation of AMR's historical trends and experience taking into account current and expected market conditions and AMR's target asset allocation of 35% longer duration corporate and U.S. government/agency bonds, 27% U.S. value stocks, 19% developed international stocks, 8% emerging markets stocks and bonds, and 11% alternative (private) investments. The expected return on plan assets component of AMR's net periodic benefit cost is calculated based on the fair value of plan assets and AMR's target asset allocation. AMR monitors its actual asset allocation and believes that its long-term asset allocation will continue to approximate its target allocation. AMR's historical annualized ten-year rate of return on plan assets, calculated using a geometric compounding of monthly returns, is approximately 10.4% as of December 31, 2012. Lowering the expected long-term rate of return on plan assets by 50 basis points as of December 31, 2012 would increase estimated 2013 pension expense by approximately \$44 million.

The health care cost trend rate is based upon an evaluation of AMR's historical trends and experience taking into account current and expected market conditions. Increasing the assumed health care cost trend rate by 100 basis points would increase estimated 2013 post-retirement benefits expense by \$15 million.

See Note 11 to the AMR 2012 consolidated financial statements for additional information regarding AMR's retirement benefits.

Income Taxes. AMR generally believes that the positions taken on previously filed income tax returns are more likely than not to be sustained by the taxing authorities. AMR has recorded income tax and related interest liabilities where AMR believes its position may not be sustained or where the full income tax benefit will not be recognized. The effects of potential income tax benefits resulting from AMR's unrecognized tax positions are not reflected in the tax balances of the financial statements. Recognized and unrecognized tax positions are reviewed and adjusted as events occur that affect AMR's judgment about the recognizability of income tax benefits, such as lapsing of applicable statutes of limitations, conclusion of tax audits, release of administrative guidance, or rendering of a court decision affecting a particular tax position. AMR records a deferred tax asset valuation allowance when it is more likely than not that some portion or all of its deferred tax assets will not be realized. AMR considers its historical earnings, trends, and outlook for future years in making this determination. AMR had a deferred tax valuation allowance of \$4.4 billion and \$4.1 billion, respectively, at December 31, 2012 and 2011. See Note 9 to the AMR 2012 consolidated financial statements for additional information.

Derivatives. As required by GAAP, AMR assesses, both at the inception of each hedge and on an ongoing basis, whether the derivatives that are used in its hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. In doing so, AMR uses a regression model to determine the correlation of the change in prices of the commodities used to hedge jet fuel (e.g., NYMEX Heating oil) to the change in the price of jet fuel. AMR also monitors the actual dollar offset of the hedges' market values as compared to hypothetical jet fuel hedges. The fuel hedge contracts are generally deemed to be highly effective if the R-squared is greater than 80% and the dollar offset correlation is within 80% to 125%. AMR discontinues hedge accounting prospectively if it determines that a derivative is no longer expected to be highly effective as a hedge or if it decides to discontinue the hedging relationship. The fair value of AMR's hedging contracts is recorded in current assets or current liabilities in the consolidated balance sheets and is recorded gross of the collateral posted and on a trade basis. As of December 31, 2012, AMR had derivative contracts in an asset position at fair value of \$65 million. A deferred gain of \$15 million was recorded in accumulated other comprehensive income at December 31, 2012 and will be recognized in future periods as contracts settle. See Note 8 to the AMR 2012 consolidated financial statements for additional information.

New Accounting Pronouncements

See Note 2 to the AMR 2012 consolidated financial statements for information regarding new accounting pronouncements.

Table of Contents**AMR'S QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK****Market Risk Sensitive Instruments and Positions**

The risk inherent in AMR's market risk sensitive instruments and positions is the potential loss arising from adverse changes in the price of fuel, foreign currency exchange rates, and interest rates as discussed below. The sensitivity analyses presented do not consider the effects that such adverse changes may have on overall economic activity, nor do they consider additional actions management may take to mitigate AMR's exposure to such changes. Therefore, actual results may differ. AMR does not hold or issue derivative financial instruments for trading purposes. See Note 10 to the AMR unaudited interim condensed consolidated financial statements for the three months ended March 31, 2013 for accounting policies and additional information regarding derivatives.

Aircraft Fuel

AMR's earnings are substantially affected by changes in the price and availability of aircraft fuel. In order to provide a measure of control over price and supply, AMR trades and ships fuel and maintains fuel storage facilities to support its flight operations. AMR also manages the price risk of fuel costs through the use of hedging contracts, which consist primarily of call options, collars (consisting of a purchased call option and a sold put option), and call spreads (consisting of a purchased call option and a sold call option). Heating oil, jet fuel, and crude oil are the primary underlying commodities in the hedge portfolio. Market risk is estimated as a hypothetical 10% increase in the December 31, 2012 and 2011 cost per gallon of fuel. Based on projected 2013 fuel usage, such an increase would result in an increase to aircraft fuel expense of approximately \$718 million in 2013, inclusive of the impact of effective fuel hedge instruments outstanding at December 31, 2012, and assumes AMR's fuel hedging program remains effective. Such an increase would have resulted in an increase to projected Aircraft fuel expense of approximately \$743 million in 2012, inclusive of the impact of fuel hedge instruments outstanding at December 31, 2011.

As of March 31, 2013, AMR had cash flow hedges covering approximately 28% of its estimated remaining 2013 fuel requirements. Comparatively, as of March 31, 2012, AMR had hedged approximately 32% of its estimated remaining 2012 fuel requirements. The consumption hedged for the remainder of 2013 is capped at an average price of approximately \$2.98 per gallon of jet fuel. Seven percent of estimated remaining 2013 fuel requirements is hedged using call spreads with protection capped at an average price of approximately \$3.28 per gallon of jet fuel. Twenty-one percent of estimated remaining 2013 fuel requirements is hedged using collars with an average floor price of approximately \$2.49 per gallon of jet fuel. The capped and floor prices exclude taxes and transportation costs. A deterioration of AMR's financial position could negatively affect AMR's ability to hedge fuel in the future.

Ineffectiveness is inherent in hedging jet fuel with derivative positions based in crude oil or other crude oil related commodities. AMR assesses, both at the inception of each hedge and on an ongoing basis, whether the derivatives that are used in its hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. In doing so, AMR uses a regression model to determine the correlation of the change in prices of the commodities used to hedge jet fuel (*e.g.*, NYMEX Heating oil) to the change in the price of jet fuel. AMR also monitors the actual dollar offset of the hedges' market values as compared to hypothetical jet fuel hedges. The fuel hedge contracts are generally deemed to be highly effective if the R-squared is greater than 80% and the dollar offset correlation is within 80% to 125%. AMR discontinues hedge accounting prospectively if it determines that a derivative is no longer expected to be highly effective as a hedge or if it decides to discontinue the hedging relationship.

Foreign Currency

AMR is exposed to the effect of foreign exchange rate fluctuations on the U.S. dollar value of foreign currency-denominated operating revenues and expenses. AMR's largest exposure comes from the British pound,

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Euro, Canadian dollar, Japanese yen, and various Latin American currencies. AMR does not currently have a foreign currency hedge program related to its foreign currency-denominated ticket sales. A uniform 10% strengthening in the value of the U.S. dollar from December 31, 2012 and 2011 levels relative to each of the currencies in which AMR has foreign currency exposure would result in a decrease in operating income of approximately \$164 million and \$174 million for the years ending December 31, 2012 and 2011, respectively, due to AMR's foreign-denominated revenues exceeding its foreign-denominated expenses. This sensitivity analysis was prepared based upon projected 2012 and 2011 foreign currency-denominated revenues and expenses as of December 31, 2012 and 2011, respectively.

Interest

AMR's earnings are also affected by changes in interest rates due to the impact those changes have on its interest income from cash and short-term investments, and its interest expense from variable-rate debt instruments. AMR's largest exposure with respect to variable rate debt comes from changes in LIBOR. AMR had variable rate debt instruments representing approximately 19% and 19% of its total long-term debt at December 31, 2012 and 2011, respectively. If AMR's interest rates average 10% more in 2012 than they did at December 31, 2012, AMR's interest expense would increase by approximately \$7 million and interest income from cash and short-term investments would increase by approximately \$2 million. In comparison, at December 31, 2011, AMR estimated that if interest rates averaged 10% more in 2011 than they did at December 31, 2011, AMR's interest expense would have increased by approximately \$6 million and interest income from cash and short-term investments would have increased by approximately \$2 million. These amounts are determined by considering the impact of the hypothetical interest rates on AMR's variable rate long-term debt and cash and short-term investment balances at December 31, 2012 and 2011.

Market risk for fixed rate long-term debt is estimated as the potential increase in fair value resulting from a hypothetical 10% decrease in interest rates and amounts to approximately \$196 million and \$305 million as of December 31, 2012 and 2011, respectively. The fair values of AMR's long-term debt were estimated using quoted market prices or discounted future cash flows based on AMR's incremental borrowing rates for similar types of borrowing arrangements.

In accordance with ASC 852, the Debtors record interest expense only to the extent (i) interest will be paid during the Chapter 11 Cases or (ii) it is probable that the Bankruptcy Court will allow a claim in respect of such interest. Interest expense recorded on the consolidated statements of operations totaled \$662 million and \$826 million for the years ended December 31, 2012 and 2011, respectively. Contractual interest expense (including interest expense that is associated with obligations in liabilities subject to compromise) during the years ended December 31, 2012 and 2011 totaled \$745 million and \$833 million, respectively.

Table of Contents**AMR BOARD OF DIRECTORS AND CORPORATE GOVERNANCE INFORMATION****Directors, Executive Officers, and Corporate Governance*****Directors***

Set forth below is a brief biography of each of the current members of AMR's board of directors.

Thomas W. Horton (Age 52). Director since 2011. Mr. Horton was named chairman and chief executive officer of AMR and American in November 2011, and also continues to serve as president of AMR and American. Previously, Mr. Horton served as executive vice president finance and planning and chief financial officer of AMR and American starting in March 2006 upon returning to American from AT&T. He was promoted to president in July 2010. At AT&T, he served as vice chairman and chief financial officer. Mr. Horton initially joined American in 1985 and held a range of senior financial positions with American. From 1998 to 2000, he was vice president responsible for the airline's Europe business, based in London. In January 2000, Mr. Horton became senior vice president and chief financial officer of AMR. Mr. Horton serves on the board of directors of Qualcomm Incorporated. He therefore brings to the board extensive and unique company and industry experience. Since he is responsible for, and familiar with, AMR's day-to-day operations and implementation of AMR's strategy, his insights into AMR's performance and the airline industry are critical to board discussions and AMR's success.

John W. Bachmann (Age 74). Director since 2001. Mr. Bachmann began his career at Edward Jones, one of the world's largest retail brokerage firms, in 1959. He has served in many capacities at the firm, including as its managing partner from 1980 to 2003. He has been senior partner at Edward Jones since January 2004. With his long history at Edward Jones and as its leader for many years, Mr. Bachmann has extensive financial, capital markets, strategic, and executive leadership experience. He is also senior council board member of the U.S. Chamber of Commerce. He previously served as a director of the Monsanto Company and the National Association of Securities Dealers. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. He is a resident of St. Louis, Missouri, one of AMR's important markets. His background and experience make him an effective member of AMR's board of directors and its audit and diversity committees, and a strong chairman of the audit committee.

Stephen M. Bennett (Age 59). Director since 2011. Mr. Bennett has served as chairman of the board (since October 2011) and president and chief executive officer (since July 2012) of Symantec Corporation, one of the world's largest software companies providing security, storage, and systems management solutions. From 2000 until his retirement in December 2007, Mr. Bennett was president and chief executive officer of Intuit, Inc., a provider of innovative business and financial management solutions. Prior to Intuit, Mr. Bennett held several significant leadership positions at General Electric Company for more than 23 years, including executive vice president and member of the board of directors for GE Capital, the financial services subsidiary of General Electric. Mr. Bennett has served as a director of Symantec since 2010 and also serves as a director of Qualcomm Incorporated. Mr. Bennett brings to AMR's board of directors extensive leadership, consumer industry, and technical experience through his former role as chief executive officer of Intuit, executive management positions at General Electric, and service on technology boards. His background and experience make him an effective member of AMR's board of directors.

Armando M. Codina (Age 66). Director since 1995. Since January 1, 2011, Mr. Codina has been the chairman and chief executive officer of Codina Partners, LLC, a real estate investment and development firm based in Coral Gables, Florida. Mr. Codina formed Codina Partners in 2009 and through this entity and its affiliates is engaged in multiple real estate development and investment activities. Previously, he led the growth of Codina Group, a large South Florida-based commercial real estate firm, for 26 years as its founder, chairman, and chief executive officer. In 2006, Codina Group merged with Florida East Coast Industries (FECI) and became FECI's full-service real estate business, Flagler Development Group. He served as Flagler's chairman,

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chief executive officer, and president until September 2008, and as its chairman until December 2010. Prior to founding Codina Group, he served as president of Professional Automated Services, Inc., which provided data processing services to physicians. Mr. Codina's extensive experience in commercial real estate and business provides significant insight into the real estate, business, strategic, and other issues AMR faces. He is also a director of The Home Depot, Inc., and he previously served as a director of Bell South Corporation, General Motors Corporation, Merrill Lynch & Co., Inc. and FECL. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. His deep roots in Florida also provide important perspective of one of AMR's largest and most important markets. His background and experience make him an effective member of AMR's board of directors and its nominating/corporate governance committee, and a strong lead director.

Alberto Ibargüen (Age 69). Director since 2008. Mr. Ibargüen has served as president and chief executive officer of the John S. and James L. Knight Foundation since July 2005. In this role, he has led the foundation's support of journalism and civic advancement in 26 U.S. communities. Previously, Mr. Ibargüen served as chairman of Miami Herald Publishing Co. from 1998 to 2005, a Knight Ridder subsidiary, and as publisher of *The Miami Herald* and of *El Nuevo Herald*. He therefore brings extensive media, philanthropic, strategic, and executive leadership experience to AMR's board of directors. He is a director of PepsiCo, Inc., AOL Inc., and the World Wide Web Foundation (based in Switzerland). He previously served as a director of NCL Corporation Ltd. and on the advisory committee of the Public Company Accounting Oversight Board. He is also a former chairman of the board of the Public Broadcasting Service and the Newseum in Washington, D.C. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. He is a resident of Miami, Florida, one of AMR's largest and most important markets. His background and experience make him an effective member of AMR's board of directors and its audit and diversity committees.

Ann M. Korologos (Age 71). Director since 1990. Mrs. Korologos has held several important posts in the U.S. government, including U.S. Secretary of Labor from 1987 to 1989, and Under Secretary of the U.S. Department of Interior and Assistant Secretary of the Treasury before that. She most recently served as chairman of the board of trustees of RAND Corporation, an international public policy research organization, from April 2004 to April 2009. From September 1989 until May 1990, Mrs. Korologos served as chairman of the President's Commission on Aviation Security and Terrorism. She has served as chairman emeritus of The Aspen Institute since August 2004, where she has served on its board of trustees since 1989. She also was senior adviser for Benedetto, Gartland & Company from 1996 to 2005. With her leadership roles in political, financial, and other fields, Mrs. Korologos brings to AMR's board of directors extensive public policy, financial, strategic, and executive leadership experience. Mrs. Korologos is also a director of Harman International Industries, Incorporated, Host Hotels & Resorts, Inc. (formerly, Host Marriott Corporation), Vulcan Materials Company, Kellogg Company, and Michael Kors Holdings Limited. Her experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. She is also a resident of Washington, D.C., one of AMR's most important markets. Her background and experience make her an effective member of the board and its diversity committee.

Michael A. Miles (Age 73). Director since 2000. Since 1995, Mr. Miles has been a special limited partner and a member of the advisory board of Forstmann Little & Co., a New York-based private equity firm. Previously, he was chairman and chief executive officer of Philip Morris Companies Inc. from 1991 until his retirement in 1994, and he served as chairman and chief executive officer of Kraft Foods, Inc. before that. With roles at these and other companies, he brings extensive business, financial, strategic, and executive leadership experience to AMR's board of directors. Mr. Miles is also a director of Time Warner Inc., and he previously served as a director of Citadel Broadcasting Corporation and Dell Inc. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. He also resides in the Chicago area, one of AMR's largest and most important markets. His background and experience make him an effective member of AMR's board of directors and its compensation committee and a strong chairman of that committee.

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Philip J. Purcell (Age 69). Director since 2000. Mr. Purcell became president and chief operating officer of Dean Witter Discover & Co. in 1982. He became chairman and chief executive officer of Dean Witter Discover in 1986 until it acquired Morgan Stanley Group, Inc. in 1997. He then served as chairman and chief executive officer of Morgan Stanley until he retired in July 2005. Mr. Purcell has been the president of private equity firm Continental Investors, LLC since January 2006. With his leadership roles at major financial services companies and a private equity firm, Mr. Purcell has extensive financial, capital markets, strategic, and executive leadership experience. He also previously served as a director of the NYSE, including as its vice chairman during 1995 and 1996. His experience as a chairman and director of these and other companies provides important insights into corporate governance and board functions. He also resides in the Chicago area, one of AMR's largest and most important markets. His background and experience make him an effective member of AMR's board of directors and its compensation and nominating/corporate governance committees.

Ray M. Robinson (Age 65). Director since 2005. Mr. Robinson started his career at AT&T in 1968, and prior to his retirement in 2003, he held several executive positions, including president of the Southern Region, its largest region, president and chief executive officer of AT&T Tridom, vice president of operations for AT&T Business Customer Care, senior vice president of AT&T Outbound Services, and vice president of AT&T Public Relations. Since 2003, Mr. Robinson has served as chairman of Citizens Trust Bank of Atlanta, Georgia, the largest African American-owned bank in the Southeastern U.S. and the nation's second largest. With his numerous executive leadership positions, Mr. Robinson has extensive technology, banking, communications, strategic, and executive leadership experience. Mr. Robinson is also a director of Aaron's, Inc., Acuity Brands, Inc., Avnet, Inc., and RailAmerica Inc., and he previously served as a director of ChoicePoint Inc. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. He resides in the Atlanta, Georgia area, an important business center, where he has been vice chairman of the East Lake Community Foundation since November 2003. His background and experience make him an effective member of AMR's board of directors and its audit and nominating/corporate governance committees.

Dr. Judith Rodin (Age 68). Director since 1997. Dr. Rodin has served as president of The Rockefeller Foundation since March 2005. The foundation, founded in 1913, supports efforts to combat global social, economic, health, and environmental challenges. From 1994 to 2004, Dr. Rodin led the University of Pennsylvania through a period of significant growth as its president. Before that, at Yale University, she chaired the Department of Psychology, served as dean of the Graduate School of Arts and Sciences and provost, and she was a faculty member for 22 years. As the leader of important philanthropic and higher learning institutions, Dr. Rodin has extensive educational, philanthropic, strategic, and executive leadership experience. Dr. Rodin is also a director of Citigroup Inc. and Comcast Corporation. Her experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. She is a resident of New York City, one of AMR's most important markets. Her background and experience make her an effective member of AMR's board of directors and its compensation committee.

Matthew K. Rose (Age 54). Director since 2004. Mr. Rose has been chairman and chief executive officer of BNSF Railway Company, one of the largest freight rail systems in North America, since 2000. He has also served as the chairman and chief executive officer of its parent, Burlington Northern Santa Fe, LLC (a subsidiary of Berkshire Hathaway Inc.) or its predecessors since 2002, and served as its president until November 2010. Before serving as its chairman, Mr. Rose held several leadership positions there and at its predecessors, including president and chief executive officer from 2000 to 2002, president and chief operating officer from 1999 to 2000, and senior vice president and chief operations officer from 1997 to 1999. As the chairman and chief executive officer of a major transportation company, Mr. Rose brings to AMR's board of directors extensive business, financial, strategic, and executive leadership experience in the transportation industry. He is also a director of AT&T Inc., and he previously served as a director of Centex Corporation. His experience as a director and member of board committees of these and other companies provides important insights into corporate governance and board functions. He lives in the Dallas-Fort Worth area, where AMR's headquarters, principal hub, and largest employee base are located. His background and experience make him an effective member of AMR's board of directors and its compensation committee.

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Roger T. Staubach (Age 71). Director since 2001. Mr. Staubach founded The Staubach Company, a large commercial real estate firm until its merger with Jones Lang LaSalle Incorporated in July 2008. He has served as a director and as executive chairman, Americas, of Jones Lang LaSalle Incorporated since the merger with The Staubach Company. Prior to that, he served as executive chairman of The Staubach Company from July 2007 to July 2008, and chairman and chief executive officer from 1982 to June 2007. A graduate of the U.S. Naval Academy in 1965, Mr. Staubach served four years as an officer in the U.S. Navy, and he played professional football from 1969 to 1979 with the Dallas Cowboys. Through his service as chairman and/or chief executive officer of two large commercial real estate firms, Mr. Staubach has extensive real estate, business, strategic, and executive leadership experience. Mr. Staubach is also a director of Cinemark Holdings, Inc. and Cyrus One, Inc., and he previously served as a director of McLeod USA Incorporated. His experience as a director of these and other companies provides important insights into corporate governance and board functions. He lives in the Dallas-Fort Worth area, where AMR's headquarters, principal hub, and largest employee base are located. His background and experience make him an effective member of AMR's board of directors and the diversity committee, and a strong chairman of that committee.

Executive Officers

Set forth below is a brief biography of each of AMR's current executive officers. Information relating to Mr. Horton, AMR's chairman and chief executive officer, is set forth above under **Directors**.

Daniel P. Garton (Age 56). Mr. Garton was named president and chief executive officer of AMR Eagle in June 2010. He is also an executive vice president of AMR and American. Mr. Garton served as executive vice president - marketing of American from September 2002 to June 2010. He served as executive vice president - customer services of American from January 2000 to September 2002 and senior vice president - customer Services of American from 1998 to January 2000. Prior to that, he served as president of AMR Eagle from 1995 to 1998. Except for two years as senior vice president and chief financial officer of Continental Airlines between 1993 and 1995, he has been with AMR in various management positions since 1984.

Isabella D. Goren (Age 53). Ms. Goren was named senior vice president and chief financial officer of AMR and American in July 2010. She served as senior vice president - customer relationship marketing from March 2006 to July 2010. Prior to that, she served as vice president - interactive marketing and reservations from July 2003 to March 2006, and as vice president - customer services planning from October 1998 to July 2003. She has been with AMR in various management positions since 1986.

Gary F. Kennedy (Age 58). Mr. Kennedy was elected senior vice president and general counsel of AMR and American in January 2003. He is also the chief compliance officer of AMR and American. He served as vice president - corporate real estate of American from 1996 to January 2003. Prior to that, he served as an attorney and in various management positions at American since 1984.

James B. Ream (Age 57). Mr. Ream was named senior vice president of operations of American in January 2012. He previously served as American's senior vice president of maintenance and engineering starting December 2009. Before that, Mr. Ream was president and chief executive officer of ExpressJet Airlines, Inc. beginning in 2001, having been president and chief operating officer of Continental Express Airlines prior to that. He began his airline management career in 1987 as a financial analyst with American.

There are no family relationships among the directors or executive officers of AMR.

Other than the Chapter 11 Cases, none of the directors or executive officers has been a general partner or executive officer of a debtor in, or personally the subject of, a bankruptcy or similar proceeding during the past ten years.

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Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Exchange Act (Section 16(a)) requires AMR's directors, executive officers, and persons who beneficially own more than 10% of a registered class of AMR's equity securities to file statements of beneficial ownership and changes in beneficial ownership of AMR's common stock with the SEC, and to furnish AMR with copies of these statements. Based on AMR's review of these statements and written representations that no other statements were required, AMR believes that its directors and executive officers complied with all these requirements during 2012. Based upon AMR's review of the statements furnished to it, AMR does not have any beneficial owners of more than 10% of its common stock.

Standards of Business Conduct for Employees and Directors

AMR has adopted written Standards of Business Conduct that apply to all of its employees. AMR designed the Standards of Business Conduct to help employees resolve ethical issues in an increasingly complex business environment. The standards apply to all of its employees, including the chief executive officer and president, chief financial officer, general counsel and chief compliance officer, controller, treasurer, corporate secretary, and general auditor. They cover several topics, including conflicts of interest, full, fair, accurate, timely, and understandable disclosure in SEC filings, confidentiality of information, and accountability for adherence to the Standards of Business Conduct, as well as prompt internal reporting of violations and compliance with laws and regulations. A copy of the Standards of Business Conduct is available on the Investor Relations section of AMR's website located at www.aa.com/investorrelations by clicking on the Corporate Governance link.

AMR's board of directors has adopted a Code of Ethics and Conflicts of Interest Policy. It is designed to help the directors recognize and resolve ethical issues and to identify and avoid conflicts of interest. A copy of the Code of Ethics and Conflicts of Interest Policy is available on the Investor Relations section of AMR's website located at www.aa.com/investorrelations by clicking on the Corporate Governance link. AMR may post amendments or waivers of the provisions of the Standards of Business Conduct and the Code of Ethics and Conflicts of Interest Policy for any director or executive officer on this website.

Audit Committee

AMR's board of directors has a standing audit committee. The functions of AMR's audit committee include:

- selecting, retaining, compensating, and overseeing AMR's independent auditors;

- approving in advance the services rendered by, and the fees paid to, AMR's independent auditors;

- monitoring compliance with the Standards of Business Conduct;

- periodically reviewing the organization and structure of AMR's internal audit department;

- reviewing:

- i the scope and results of the annual audit, including AMR's independent auditors' assessment of internal controls;

- i quarterly financial information with representatives of management and the independent auditors;

- i AMR's consolidated financial statements;

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- i the scope of non-audit services provided by AMR's independent auditors;

- i AMR's periodic filings (Forms 10-K and 10-Q) filed with the SEC, including the section entitled "AMR Management's Discussion and Analysis of Financial Condition and Results of Operations";

- i AMR's earnings releases;

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i risk management and safety policies; and

i other aspects of AMR's relationship with its independent auditors, including the independence of its auditors; and

establishing procedures to deal with accounting or auditing complaints or concerns.

The current members of AMR's audit committee are John W. Bachmann (chairman), Alberto Ibarguen, and Ray M. Robinson. AMR's board of directors has concluded that Mr. Bachmann qualifies as an audit committee financial expert under SEC rules. Other committee members may also meet these qualifications. In addition to meeting the independence standards of the NYSE, Mr. Bachmann is financially literate and meets the independence standards established by the SEC. Although AMR's securities were delisted from the NYSE in January 2012, AMR continues to determine the independence of directors under the NYSE listing standards.

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AMR'S COMPENSATION DISCUSSION AND ANALYSIS

This section provides an overview and analysis of the material elements and objectives of AMR's executive compensation program for 2012.

AMR's named executive officers for 2012 were:

Thomas W. Horton, chairman, president, and chief executive officer of AMR and American;

Daniel P. Garton, president and chief executive officer of AMR Eagle and executive vice president of AMR and American;

Isabella D. Goren, senior vice president and chief financial officer of AMR and American;

Gary F. Kennedy, senior vice president, general counsel, and chief compliance officer of AMR and American; and

James B. Ream, senior vice president of operations of American.

Please read this section with the Executive Compensation section that follows.

Executive Summary

On November 29, 2011, AMR and the other Debtors filed voluntary petitions for relief under Chapter 11. Because of the bankruptcy filings, AMR's executive compensation program in fiscal year 2012 varied significantly from the program AMR used in previous years. The information provided below provides a description of AMR's executive compensation processes, programs, and decisions during 2012, but does not in many cases fully take into account the impact of the Chapter 11 Cases, as much of the impact of the Chapter 11 Cases is not yet known.

On February 13, 2013, AMR entered into the Merger Agreement. The execution and delivery of the Merger Agreement has been approved by the Bankruptcy Court; however, certain transactions contemplated thereby are to be effected pursuant to the Plan, which has been filed with and remains subject to confirmation by the Bankruptcy Court in accordance with the requirements of the Bankruptcy Code. The transactions to be effected pursuant to the Plan are subject to consummation, which is subject to other events or conditions, including approval of the Merger by the stockholders of US Airways Group. Actions AMR has taken or plans to take in 2013 pursuant to or in contemplation of the Merger impact some of its executive compensation programs or policies in effect in 2012 and prior years. AMR has briefly described the impact of those actions below where appropriate or possible. For more information, see the section entitled The Merger Agreement beginning on page 113.

Historically, AMR's executive compensation program has been designed to support its business strategy, link pay with performance, promote long-term growth, and align its leaders' decisions with the long-term interests of its stockholders. Due to circumstances relating to AMR's continued restructuring under Chapter 11, during 2012:

AMR did not increase the base salary of any of its named executive officers;

AMR did not grant any stock-based compensation or other long-term incentive awards;

AMR did not make any payments under the financial component of AMR's 2012 Annual Incentive Plan (the AMR 2012 AIP); and

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AMR did not distribute any stock that vested in 2012 under outstanding stock-based awards to its named executive officers. Since AMR was in Chapter 11 for all of 2012, it did not hold an annual meeting of stockholders. AMR therefore did not have an advisory vote on executive compensation in 2012.

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AMR's Compensation Objectives and Philosophy

The principal objectives of AMR's executive compensation program are to:

provide compensation that enables it to attract, motivate, reward, and retain talented leaders;

reward achievement of its goals;

sustain a pay-for-performance approach in which variable or at risk compensation is a substantial portion of each leader's compensation; and

align its compensation programs with the interests of its stockholders and other stakeholders through long-term stock-based incentives.

Due to circumstances relating to the Chapter 11 Cases, in 2012 AMR determined to suspend all stock-based compensation and other long-term incentive compensation programs and freeze the base salaries of its five named executive officers. AMR initially approved the AMR 2012 AIP that included a financial component and an operational component, but AMR later cancelled the AMR 2012 AIP, and no payment was made under the financial component of the AMR 2012 AIP. While AMR and its compensation committee recognized that these actions would lead to further substantial loss of compensation opportunities for its named executive officers, AMR also recognized that, due to their essential role in the restructuring, it would be appropriate to normalize their compensation later in AMR's restructuring subject to any requirements arising in connection with the Chapter 11 Cases. AMR encouraged its named executive officers to continue their employment during its restructuring based on the prospect that their compensation might be appropriately addressed in the near future, but without any assurances as to what that might be.

The Process AMR Uses to Determine Compensation

Since the compensation committee decided not to increase base salaries or grant stock-based compensation or other long-term incentive awards in 2012, AMR did not conduct a formal annual compensation review in 2012 as in prior years. Instead, AMR retained Towers Watson, a consultant with substantial experience with executive compensation practices of airlines and other Debtors during the course of the Chapter 11 Cases, to review its compensation program in the context of the Chapter 11 Cases. During 2012, Towers Watson worked closely with Mr. Horton, as well as AMR's senior vice president of people and other members of AMR's executive compensation team, and updated and supplemented some of the compensation information AMR used in its 2011 annual compensation review.

Also, in connection with Mr. Horton's promotion to chief executive officer and chairman, in January 2012 the compensation committee reviewed his compensation with assistance from its independent consultant, Meridian Compensation Partners (Meridian) and one of AMR's compensation consultants, Deloitte LLP. While the data presented suggested Mr. Horton's compensation was below market, Mr. Horton declined to accept an increase in his compensation.

The Primary Components of AMR's Compensation Program

AMR's executive compensation program has principally consisted of the following components:

base salary;

short-term incentive compensation;

long-term incentive compensation; and

retirement benefits.

In addition, as is customary in the airline industry, AMR provides unlimited personal flight and other perquisites both during and following employment of its named executive officers. AMR describes these further in the tables and footnotes following this Compensation Discussion and Analysis.

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Due to circumstances relating to the continuing Chapter 11 Cases, the compensation of AMR's named executive officers during 2012 did not include any stock-based or long-term incentive compensation, or any meaningful short-term incentive compensation, and their base salaries were not increased to offset the loss of such incentive compensation opportunities. While recognizing the substantial reduction in their total compensation and the potential impact on AMR's ability to retain its key executives, AMR's compensation committee decided not to address the loss of such compensation until greater progress could be made in AMR's restructuring under Chapter 11.

Prior to AMR's Chapter 11 filings, however, it generally allocated compensation to its named executive officers as follows:

Base Salary

AMR's compensation committee continues to believe it is important to provide a secure, consistent amount of cash compensation. Prior to the commencement of the Chapter 11 Cases in 2011, the committee established base salary levels that reflected each officer's position, qualifications, and experience. In 2012, in recognition of AMR's ongoing restructuring efforts, none of the named executive officers received a base salary increase.

Short-Term Incentive Compensation The AMR Annual Incentive Plan

All employees of American, including the named executive officers (other than Mr. Garton), participated in the AMR 2012 AIP. The AMR 2012 AIP pays cash incentives upon the achievement of customer service and financial goals. The customer service component of the AMR 2012 AIP provides for payments of up to \$100 per month for each person if AMR achieves one or more of its customer service targets for any fiscal quarter. AMR's employees (including the named executive officers other than Mr. Garton) can also earn awards annually under the financial component of the AMR 2012 AIP. Under this component, awards are paid as a percentage of base salary, customarily called "bonus," if American has at least a 5% pre-tax earnings margin. The financial component under American's annual incentive plan has not been paid since 2001. AMR's compensation committee determines the percentage of base salary that each named executive officer is eligible to receive. Although the compensation committee initially approved the establishment of the AMR 2012 AIP, it subsequently cancelled the AMR 2012 AIP in its entirety in September 2012, and no payments were made under its financial component. Each eligible employee, including AMR's named executive officers (other than Mr. Garton), earned \$633 under the overall customer service component of the AMR 2012 AIP prior to its termination.

Mr. Garton participated in the AMR Eagle Annual Incentive Plan, which is described in the section entitled "AMR's Compensation Discussion and Analysis Executive Compensation Short-Term and Long-Term Incentives" beginning on page 252.

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The customer service targets are not disclosed as none of the targets are material to an understanding of the compensation paid or payable to AMR's named executive officers, each of whom was eligible to earn a maximum of \$900 with respect to actual achievement of the customer service component of the AMR 2012 AIP. Achievement or lack of achievement of the customer service component would, and will, not have a material impact on the amount paid to AMR's named executive officers. The customer service target under the AMR 2012 AIP was set in a manner as to require significant effort to achieve the target and AMR did not believe, at the time the customer service targets were established, that any target could be attained with average or below average performance.

Long-Term Incentive Compensation Performance Shares, SARs, and Deferred Shares

Long-term incentive compensation has historically been a critical and substantial component of AMR's executive compensation program prior to the commencement of the Chapter 11 Cases. AMR typically designed its long-term incentive compensation to align leaders' compensation to the interests of its stockholders and used long-term incentive compensation as an important retention tool by awarding shares that only vested if the recipient remained with AMR for a period of time. AMR's compensation committee used performance shares, SARs, and deferred shares in an effort to achieve these goals. As stated above, as a result of the Chapter 11 Cases, AMR determined to suspend all stock-based compensation and other long-term incentive compensation programs and, accordingly, AMR's compensation committee did not approve any stock-based compensation in 2012 due to the continuing Chapter 11 Cases and did not approve any long-term incentive compensation for its named executive officers in lieu of stock-based compensation. However, to best preserve the value of AMR's business enterprise in contemplation of completing the Merger and combining the two airlines, with the assistance of Towers Watson, in February 2013 AMR agreed to employee protection, severance, and other compensation programs as part of the Merger Agreement. AMR's compensation committee, together with its consultant, Meridian, reviewed and analyzed the proposed changes to its compensation program. In addition, the proposed changes were shared and discussed with US Airways Group and the UCC (and its compensation consultant) to reach a mutual agreement that was incorporated in the Merger Agreement.

Below is a summary of each equity-based instrument that AMR's compensation committee awarded to AMR's named executive officers prior to the commencement of the Chapter 11 Cases, why AMR's compensation committee chose to pay each type of award, and when and how each type of award vested. As stated above, AMR's compensation committee did not approve any long-term incentive compensation awards in 2012 due to the continuing Chapter 11 Cases, and the information provided below does not take into account the impact of the Chapter 11 Cases on awards made in prior years. In accordance with the Merger Agreement, none of the outstanding equity-based awards will be assumed if the Merger is consummated. The discussion of outstanding equity awards below is qualified in its entirety by the treatment of such awards in the Chapter 11 Cases.

Performance Shares. In 2011 and prior years, AMR's compensation committee used performance shares to reward AMR's named executive officers when AMR's stock performed better than the stock of its primary competitors. Performance shares are contractual rights to receive shares of AMR's common stock at the end of a three-year measurement period. The actual number of performance shares ultimately distributed to the named executive officers was based on AMR's TSR compared to that of its primary competitors over that three-year period. AMR's compensation committee selected the airlines used to determine its relative TSR, based on their market capitalization, revenue, and airline seat capacity and determined the percentages of the original award to be paid based on AMR's relative TSR rank during the measurement period. AMR's compensation committee did not approve any performance share awards in 2012 due to the continuing Chapter 11 Cases.

SARs. In 2011 and prior years, AMR's compensation committee awarded SARs to AMR's named executive officers. AMR's SARs are contractual rights to receive shares of AMR's common stock over a ten-year exercise period. Since they provide compensation only if the market value of AMR's common stock appreciates from the date of grant, SARs would reward AMR's executives for its stock price appreciation during that period. AMR's compensation committee did not approve any SAR awards in 2012 due to the continuing Chapter 11 Cases.

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Deferred Shares. Prior to the Chapter 11 Cases, AMR's compensation committee each year also awarded deferred shares to AMR's named executive officers. Deferred shares are contractual rights to receive shares of AMR's common stock upon the completion of three years of service following the grant date. Since deferred shares are not subject to the achievement of performance objectives, the value of the deferred shares at the time of vesting would depend entirely on the value of AMR's common stock at that time. AMR's compensation committee believed that deferred shares were important for the long-term retention of AMR's named executive officers because they provided a guaranteed award for their continued service through the three-year service period. AMR's compensation committee did not approve any deferred share awards in 2012 due to the continuing Chapter 11 Cases.

Flight Perquisites and Other Benefits

The named executive officers also participate in a variety of health and welfare and other benefits that AMR provides to its U.S.-based employees. AMR's compensation committee believes it is important to provide a limited number of additional perquisites and benefits to AMR's named executive officers to attract and retain them. For example, as is common in the airline industry, AMR provides unlimited personal flight privileges on American and American Eagle in any available class of service. Instead of providing automobile lease payments, club memberships, financial planning fees, and other perquisites other companies often provide to their executives, AMR provides personal allowances to its named executive officers. AMR describes these and other perquisites in footnote (e) to the AMR's Compensation Discussion and Analysis Executive Compensation Fiscal Year 2010, 2011, and 2012 Summary Compensation Table beginning on page 250. No changes were made to the perquisites and benefits offered to AMR's named executive officers in 2012.

Post-Employment and Change in Control Benefits

The information below does not fully take into account the impact of the Chapter 11 Cases.

Following their employment with AMR, AMR's named executive officers are eligible for the post-employment benefits, perquisites, and privileges that AMR generally provides to all of its salaried employees. These include severance, pro-rated incentive compensation and equity distributions, and a limited number of other benefits. AMR also provides other post-employment perquisites to them, such as unlimited personal flight privileges on American and American Eagle in any available class of service. AMR's compensation committee has determined that it is important to provide these post-termination benefits, perquisites, and privileges to AMR's named executive officers to attract and retain them. AMR describes these benefits further in the narrative discussion under the section entitled AMR's Compensation Discussion and Analysis Executive Compensation Post-Employment Compensation beginning on page 260.

AMR's named executive officers also participate in the AMR Retirement Benefit Plan of American Airlines, Inc. for Agents, Management, Specialists, Support Personnel, and Officers (the AMR Retirement Benefit Plan). This is a defined benefit plan that provides compensation to all of AMR's eligible employees during their retirement. As part of the Chapter 11 Cases, all benefits under the AMR Retirement Benefit Plan were frozen for all employees, including AMR's named executive officers, as of October 31, 2012.

AMR also offers eligible employees (including its named executive officers) the AMR SuperSaver Plan, a defined contribution plan, to help them plan for their retirement. Eligible employees who are not accruing additional benefits under the AMR Retirement Benefit Plan are eligible to receive dollar-for-dollar employer matching contributions under the AMR SuperSaver Plan, up to 5.5% of eligible earnings. Mr. Ream is not eligible to receive additional accruals under the AMR Retirement Benefit Plan. Since he returned to American in 2009, he has instead received matching contributions under the AMR SuperSaver Plan. Effective upon the freeze of benefit accruals under the AMR Retirement Benefit Plan on October 31, 2012, AMR began making matching contributions under the AMR SuperSaver Plan to the accounts of the other named executive officers and AMR's other eligible employees, up to 5.5% of eligible earnings.

AMR's named executive officers are also eligible to participate in the AMR Non-Qualified Plan. The AMR Non-Qualified Plan is designed to address limits on benefits AMR can pay or contribute under the AMR

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Retirement Benefit Plan and AMR SuperSaver Plan pursuant to ERISA. Like the AMR Retirement Benefit Plan, as of October 31, 2012, the defined benefits portion of the AMR Non-Qualified Plan was frozen for AMR's named executive officers.

For further details regarding AMR's retirement plans, see the sections entitled AMR's Compensation Discussion and Analysis Executive Compensation 2012 Nonqualified Deferred Compensation Table beginning on page 259 and AMR's Compensation Discussion and Analysis Executive Compensation 2012 Pension Benefits Table beginning on page 256 and the accompanying narrative discussion and footnotes that follow those tables.

Under the terms of AMR's long-term incentive awards granted before the Chapter 11 Cases, outstanding awards vest following a transaction that is considered a change in control under those awards. The AMR Non-Qualified Plan also provides for payments upon a qualifying change in control. The Merger does not constitute a change in control for purposes of these outstanding long-term incentive awards or the AMR Non-Qualified Plan.

Prior to the commencement of the Chapter 11 Cases, AMR also entered into executive termination benefit agreements with its named executive officers for terminations associated with a change in control (the AMR Existing Severance Agreements). AMR's compensation committee believes it is important to provide severance and other benefits following a change in control for several reasons. The airline industry may undergo further consolidation and economic challenges, and these agreements are common in the industry. The AMR Existing Severance Agreements encourage AMR's named executive officers to work for the best interests of the stockholders during a potential change in control by guaranteeing some financial security if their employment is terminated after a change in control. Finally, these agreements help AMR attract senior leaders. The AMR Existing Severance Agreements have a double trigger, meaning that for the benefits to be paid, the change in control must be followed by a termination of the applicable employee's employment. The double trigger is intended to encourage the leader to remain with AMR for a period of time following a change in control to help smooth the transition to new management. The Merger does not constitute a change in control for purposes of the AMR Existing Severance Agreements, and the above description of those agreements does not take into account the impact of the Chapter 11 Cases on these prepetition executory contracts or the waivers described below.

In connection with the Merger and as contemplated by the Merger Agreement, AMR plans to enter into severance agreements with each of its named executive officers (the AMR Merger Severance Agreements). As further described in the subsection entitled Merger Agreement directly below, these agreements will only be effective upon the Closing, and AMR's named executive officers will waive their rights under the AMR Existing Severance Agreements in exchange for their rights under the AMR Merger Severance Agreements.

Merger Agreement

As described above, on February 13, 2013, AMR entered into the Merger Agreement with US Airways Group. Actions AMR has taken or plans to take pursuant to or in connection with the Merger in 2013 impact some of its executive compensation programs or policies in effect in 2012 and prior years. AMR has described the impact below where appropriate.

Because of the nature of any merger transaction of this magnitude, including the necessity for a smooth transition, the employment uncertainty and insecurity faced by AMR's named executive officers, and the critical role each plays in the maintenance and preservation of AMR's enterprise value, the Merger Agreement requires that the following employee compensation and benefit arrangements applicable to AMR's named executive officers be implemented to assure that the Merger will be effected as seamlessly as possible.

In connection with the entry into the Merger Agreement, on February 13, 2013, AMR entered into a letter agreement with Mr. Horton governing his continued service to AAG following the Merger. Pursuant to this letter agreement, Mr. Horton's employment with American will end effective upon the Closing. Effective as of the Closing, Mr. Horton will serve as chairman of the board of AAG until the earlier of (i) one year after the Closing,

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(ii) the day immediately prior to the first annual meeting of stockholders of AAG (which will in no event occur prior to May 1, 2014), and (iii) the election of a new chairman by the affirmative vote of at least 75% of the members of the board of directors (rounded up to the next full director), which must include at least one director who was designated as a director by AMR pursuant to the Merger Agreement. Effective upon the Closing, Mr. Horton will receive a severance payment equal to \$9,937,500 in cash and \$9,937,500 in shares of common stock of AAG. In addition, Mr. Horton will continue to receive lifetime flight and other travel privileges to which he is currently entitled, as well as an office and office support for a period of two years after the Closing. In determining the form and amount of compensation, AMR's board of directors agreed that the amount to be paid is reasonable and appropriate given, among other things, Mr. Horton's long service to AMR, the success of the restructuring, and the value created for AMR's financial stakeholders pursuant to the Merger and restructuring. The letter agreement with Mr. Horton will become binding on AMR upon its approval by the Bankruptcy Court.

The Merger Agreement also requires AMR to provide the following arrangements for the named executive officers (other than Mr. Horton). These arrangements are subject to the occurrence of the Merger and will terminate if the Merger does not occur.

2013 Short-Term Incentive Plan. AMR will reinstate a short term incentive plan for 2013 (the AMR STI). Eighty percent of the AMR STI will be based on 2013 pre-tax profit margin (excluding restructuring expenses, change in control transaction expenses, and other extraordinary items). The target performance objective will be a pre-tax profit margin of two percent, with the minimum performance threshold being a positive pre-tax margin and the maximum performance objective being a pre-tax margin of four percent. The remainder of the AMR STI will be based on one or more operational performance metrics to be determined by AMR's compensation committee. Under the AMR STI, AMR's named executive officers (other than Mr. Horton) will have an opportunity to earn 100% of base salary at target and 200% of base salary at maximum. Between the minimum, target, and maximum objectives, awards will be earned and payable on a straight-line interpolated basis.

2013 Equity Awards. AMR will award long-term incentive awards in the form of stock-settled RSUs, which awards will be granted under the AAG 2013 IAP. The amount to be awarded to AMR's named executive officers is consistent with and not more than the 2013 equity awards granted to the named executive officers of US Airways Group. Under the AAG 2013 IAP, the 2013 Equity Awards will vest in equal amounts in April of 2014, 2015, and 2016. A pro rata amount will vest upon any termination of employment other than a termination of employment for cause or resignation by the executive without good reason.

Alignment Awards. AMR will award additional stock-settled RSUs to its named executive officers (other than Mr. Horton), which awards will be granted under the AAG 2013 IAP in an amount equal to 1.5 times the long-term incentive value awarded AMR's executive vice presidents in 2011. One-third of the AMR Alignment Awards will vest on each of (i) the Closing Date, (ii) 12 months after the Closing Date, and (iii) 24 months after the Closing Date. The AMR Alignment Awards will fully vest on a termination of employment for which the executive becomes entitled to severance under the AMR Merger Severance Agreements, or vest pro rata upon a termination as a result of retirement, death, or disability.

Severance Arrangements. AMR expects to enter into AMR Merger Severance Agreements with each named executive officer (other than Mr. Horton). The agreements will be contingent on the Closing. The AMR Merger Severance Agreements are similar to the terms of the severance agreements covering similarly-situated US Airways Group executives. Under the AMR Merger Severance Agreements, if the executive is terminated without cause or resigns for good reason within two years of the Closing, he or she will be entitled to a severance payment equal to two times the sum of his or her (i) annual base salary, (ii) target short-term incentive award, and (iii) target long-term incentive award under an applicable long-term incentive program in effect on the termination date or a target award that would become payable to a similarly situated US Airways Group employee under an LTIPP. In addition, all of his or her AMR Alignment Awards and a pro rata amount of the 2013 Equity Awards will vest. The

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period of exercisability of any outstanding vested options or SARs will be extended for up to 18 months (but not beyond the original expiration date). Further, if the executive is eligible for continued COBRA medical coverage under AMR's plans, he or she will receive a lump sum payment equal to the cost of two years of such coverage for the executive and his or her covered dependents and, under separate arrangements, the executive will become fully vested in his or her accrued benefits under the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan.

Flight Privileges. Consistent with the treatment of flight privileges for similarly situated executives of US Airways Group, each of AMR's named executive officers will be entitled to continuation of flight privileges he or she currently possesses following the Closing for his or her lifetime.

AMR's compensation committee and board of directors believe the arrangements described above are reasonable and appropriate in the context of the Merger and to preserve the integrity and value of AMR's enterprise in contemplation of the Merger. Further, these arrangements take into account the treatment of similarly-situated executives of US Airways Group to encourage a smooth and orderly integration following the Closing and to maximize value. Meridian, AMR's compensation committee's independent consultant, reviewed the arrangements and concurred. Also, in the Chapter 11 Cases, the UCC, after a thorough review, including by its retained compensation experts, fully supports implementation of these arrangements and also believes they are reasonable and appropriate.

Recoupment Policy

AMR's recoupment policy allows it to recoup compensation paid to AMR's chief executive officer and each of his direct reports if AMR restates its financial statements due to that officer's intentional misconduct. The recoupment policy applies to annual incentive or equity compensation awards to the extent the awards were paid due to metrics impacted by the misstated financial information.

Stock Ownership Guidelines

Effective March 2011, AMR's compensation committee adopted stock ownership guidelines for its chief executive officer, its president, and its executive and senior vice presidents. Due to the Chapter 11 Cases, AMR's compensation committee has suspended compliance with these guidelines.

Consideration of Tax and Accounting Consequences in Determining Compensation

Typically, AMR considers tax and accounting consequences when reviewing compensation awards to its named executive officers. While AMR believes these considerations are important, AMR believes it should balance the tax and accounting considerations against both the need to retain executive talent and AMR's long-term strategies and goals.

Compensation Committee Report

AMR's compensation committee has reviewed and discussed AMR's Compensation Discussion and Analysis contained in this proxy statement/prospectus with AMR's management. Based on such review and discussions, AMR's compensation committee recommended to AMR's board of directors that AMR's Compensation Discussion and Analysis be included in this proxy statement/prospectus.

AMR Compensation Committee

Michael A. Miles, Chairman

Philip J. Purcell

Judith Rodin

Matthew K. Rose

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This report of AMR's compensation committee is not deemed to be soliciting material or to be filed with the SEC or subject to the SEC's proxy rules or the liabilities of Section 18 of the Exchange Act, and the report will not be deemed to be incorporated by reference into any prior or subsequent filing by AMR under the Securities Act or the Exchange Act.

Compensation Committee Interlocks and Insider Participation

Mr. Miles, Mr. Purcell, Dr. Rodin, and Mr. Rose were the members of AMR's compensation committee during 2012. None of the members of the committee was during 2012 or at any other time one of AMR's officers or employees. No executive officer of AMR served or serves on the compensation committee or board of any company that employed or employs any member of AMR's compensation committee or board of directors.

Executive Compensation**Fiscal Year 2010, 2011, and 2012 Summary Compensation Table**

The following table contains information regarding compensation paid to AMR's named executive officers during 2012. The table does not take into account the impact of the Chapter 11 Cases, but some of the potential effects resulting from the Chapter 11 Cases are summarized in the footnotes. Also, the table does not reflect compensation for Mr. Ream in 2010 or 2011 since he was not a named executive officer in those years.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards ^(a) (\$)	Options Awards ^(b) (\$)	Non-Equity Incentive Plan Compensation ^(c) (\$)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ^(d) (\$)	All Other Compensation ^(e) (\$)	Total (\$)
Thomas W. Horton Chairman, President, and Chief Executive Officer, AMR and American	2012	618,135	0	0	0	633	1,092,937	37,458	1,749,163
	2011	618,135	0	2,220,421	441,045	83	871,138	31,978	4,182,800
	2010	618,135	0	1,831,548	661,628	467	553,539	30,305	3,695,621
Isabella D. Goren Senior Vice President and Chief Financial Officer AMR and American	2012	540,385	0	0	0	633	771,956	36,823	1,349,797
	2011	508,007	0	883,694	175,511	83	561,082	31,939	2,160,316
	2010	423,993	0	912,643	329,848	467	316,129	28,571	2,011,650
Gary F. Kennedy Senior Vice President, General Counsel, and Chief Compliance Officer, AMR and American	2012	522,000	0	0	0	633	817,644	37,414	1,377,691
	2011	522,000	0	883,694	175,511	83	682,007	29,894	2,293,189
	2010	502,543	0	912,643	329,848	467	403,457	30,568	2,179,526
Daniel P. Garton President and Chief Executive Officer, AMR Eagle, Executive Vice President, AMR and American	2012	530,478	0	0	0	0	1,112,837	34,282	1,677,597
	2011	530,478	0	1,639,078	308,187	0	892,917	31,708	3,402,368
	2010	530,478	0	1,353,982	458,222	250	535,950	29,208	2,908,090
James B. Ream Senior Vice President of Operations, American	2012	569,800	0	0	0	633	15,060	56,054	641,547

- (a) AMR did not grant any stock awards in 2012 due to the continuing Chapter 11 Cases. The amounts shown for 2011 and 2010 were not actually paid to AMR's named executive officers. As required by the rules of the SEC, the amounts instead represent the aggregate grant date fair value of the performance shares and deferred shares awarded to each of them in 2010 and 2011. The grant date fair value of the performance share and career performance share awards for those years is based on AMR's estimate on the grant date of the probable outcome of meeting the performance conditions of these awards. See note 10 to the consolidated financial statements included in AMR's Annual Report on Form 10-K for the years ended December 31, 2011 and 2012, respectively.

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- for the assumptions AMR used to determine the aggregate grant date fair value of these awards. The aggregate grant date fair values of the 2010/2012 performance share awards assuming AMR meets the highest level (or 175%) of the performance conditions of these awards are: Mr. Horton (\$1,766,274), Ms. Goren (\$880,425), Mr. Garton (\$1,221,230), Mr. Kennedy (\$880,425). The aggregate grant date fair values of the 2011/2013 performance share awards assuming AMR meets the highest level (or 175%) of the performance conditions of these awards are: Mr. Horton (\$1,749,129), Ms. Goren (\$696,082), Mr. Garton (\$1,222,317), Mr. Kennedy (\$696,082). The amounts reported do not include any reduction in the value of the awards for the possibility of forfeiture or as a result of the Chapter 11 Cases.
- (b) AMR did not grant any options or SARs in 2012 due to the continuing Chapter 11 Cases. The amounts shown for 2011 and 2010 were not actually paid to its named executive officers. As required by the rules of the SEC, the amounts instead represent the aggregate grant date fair value of the SARs granted to each of them in 2010 and 2011 determined in accordance with ASC Topic 718. See note 10 to the consolidated financial statements included in AMR's Annual Report on Form 10-K for the years ended December 31, 2011 and 2012, respectively, for the assumptions it used to determine the aggregate grant date fair value of these awards for those years. These amounts do not include any reduction in the value of the awards for the possibility of forfeiture or as a result of the Chapter 11 Cases.
- (c) The amounts shown are payments earned under the customer service component of the 2012 AMR AIP through September 2012, when the AMR 2012 AIP was terminated. AMR made no payments in 2010, 2011, or 2012 under the financial component of the AMR annual incentive plan or the AMR Eagle annual incentive plan because AMR did not meet the minimum performance level required to earn a payout.
- (d) The amounts shown for the officers are the change in the actuarial present value of the accumulated benefit under both the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan from January 1 to December 31 of each year. The present value of the accumulated benefits increased from December 31, 2011 to December 31, 2012 because the discount rate decreased from 5.2% at December 31, 2011 to 4.2% at December 31, 2012. For Mr. Horton, the amounts also include additional years of credited service under the AMR Non-Qualified Plan. There were no above-market or preferential earnings on non-qualified deferred compensation. The change in actuarial present value of the accumulated benefit under both the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan has not been reduced for the possibility that the benefits will not be paid in full as a result of the Chapter 11 Cases in November 2011. The amounts reflect that the benefit accruals under the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan were frozen as of October 31, 2012. The amount shown for Mr. Ream is the change in the actuarial present value of the accumulated benefit under the AMR Retirement Benefit Plan he earned for his seven years of service until he resigned from American in 1994. Mr. Ream does not have a defined benefit in the AMR Non-Qualified Plan.
- (e) The amounts shown include a personal allowance of \$27,000 paid each year to AMR's named executive officers. The amounts also include the estimated aggregate incremental cost to AMR of providing perquisites and other personal benefits to its named executive officers. As is customary in the airline industry, AMR provides them and their spouses or companions and dependent children unlimited personal air travel on American and American Eagle in any available class of service. However, they are required to pay all taxes and fees associated with the air travel. The amounts shown include AMR's estimated aggregate incremental cost for the air travel AMR provided them in 2012, including the estimated cost of incremental fuel, catering, and insurance, but exclude the associated fees and taxes they paid. Amounts in this column also include reimbursement for: (i) the cost of one annual medical exam, (ii) the premium for a term life insurance policy (with a policy amount equal to the base salary of the named executive officer), (iii) a portion of the premium for long-term disability insurance, and (iv) broker fees associated with the exercise of stock options by the named executive officer. Each AMR named executive officer and his or her spouse were also provided an Admirals Club® membership (American's travel clubs located at large U.S. and international airports), and airport parking. Some of them were provided access to events or venues sponsored by AMR or received reduced cost air travel on other airlines, at no incremental cost to AMR. For Mr. Ream, the amounts also include matching contributions AMR made to his AMR SuperSaver Plan account and the defined contribution portion of the AMR Non-Qualified Plan of \$11,250 and \$14,423, respectively.

Table of Contents***Fiscal Year 2012 Grants of Plan-Based Awards Table***

The table below lists each grant or award made in 2012 to AMR's named executive officers under its equity and non-equity incentive plans. AMR did not grant any equity-incentive awards in 2012 to its named executive officers, so the table does not reflect any such awards.

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards ^(a)			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Stock Awards: Number of Shares of Stock or Units	All Other Option Awards: Number of Securities Underlying Options	Exercise or Base Price of Option Awards (\$/Sh)	Grant Date Fair Value of Stock and Option Awards (\$)
		Threshold (\$)	Target (\$)	Maximum (\$)	Threshold (#)	Target (#)	Maximum (#)				
Horton			900	900							
Goren			900	900							
Garton ^(b)			5,305	15,914							
Kennedy			900	900							
Ream			900	900							

- (a) The amounts shown for AMR's named executive officers (other than Mr. Garton) are the target and maximum amounts each could have earned under the overall customer service component of the AMR 2012 AIP prior to its termination. As reported in the Summary Compensation Table, AMR's named executive officers (other than Mr. Garton) earned \$633 under the overall customer service component of the AMR 2012 AIP. The AMR 2012 AIP was terminated in September 2012. There will be no future payout under the AMR 2012 AIP. As president of American Eagle, Dan Garton did not participate in the AMR 2012 AIP.
- (b) The amount shown was not actually paid to Mr. Garton. The amount instead is the payment AMR would have made to Mr. Garton if American Eagle had met the minimum payment level of the AMR Eagle Annual Incentive Plan. Since American Eagle did not meet the threshold for payment under the AMR Eagle Annual Incentive Plan in 2012, no amount was actually paid to Mr. Garton.

Discussion regarding Fiscal Year 2010, 2011 and 2012 Summary Compensation Table and Fiscal Year 2012 Grants of Plan-Based Awards Table

As stated above, on November 29, 2011, the Debtors filed the Chapter 11 Cases. The information provided below does not fully take into account the impact of the Chapter 11 Cases. Due to the Chapter 11 Cases, AMR did not grant any equity-based awards to its named executive officers in 2012, and, in accordance with the terms of the Merger Agreement, AMR will not assume any of the outstanding awards upon emergence from the Chapter 11 Cases.

Short-Term and Long-Term Incentives. As stated above, AMR did not grant any long-term or equity incentive awards to its named executive officers in 2012 due to the continuing Chapter 11 Cases.

AMR's compensation committee approved in January 2012 the AMR 2012 AIP for all eligible employees of American. As president of American Eagle, Mr. Garton did not participate in that plan. The AMR 2012 AIP was a short term non-equity incentive plan that included a financial component and an operational component. In connection with AMR's restructuring efforts, AMR cancelled the AMR 2012 AIP in September 2012. No payment was earned or made under the financial component of the AMR 2012 AIP. A total of \$633 was earned and paid to all of the named executive officers in 2012, based on the achievement of quarterly overall operational results under the overall operational component of the AMR 2012 AIP. Due to its cancellation in September 2012, there are no remaining overall amounts earned or unearned under the AMR 2012 AIP.

Mr. Garton participated in the AMR Eagle Annual Incentive Plan in 2012. No other named executive officer participated in the AMR Eagle Annual Incentive Plan. The AMR Eagle Annual Incentive Plan provides cash payments upon the achievement of pre-tax earnings targets at AMR Eagle. For Mr. Garton, the actual dollar

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amount paid under the AMR Eagle Annual Incentive Plan is capped at a maximum of 3% of base salary. AMR Eagle did not meet the pre-tax earnings targets, so no amounts were paid to him or earned under the plan in 2012.

Employment Agreement with Mr. Horton. To encourage Mr. Horton to return to American in 2006, AMR entered into an employment agreement with him. Under the employment agreement, Mr. Horton was entitled to an annual base salary of no less than \$600,000 and an annual personal allowance of at least \$27,000. His annual target bonus was at least 108% of his salary (this has not been paid in any year since his return). He is also eligible to participate in AMR's benefit programs, including the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan. The agreement granted Mr. Horton additional years of credited service under the AMR Non-Qualified Plan described in 2012 Pension Benefits Table below. It also provided post-employment and change in control benefits described in Post-Employment Compensation and Change In Control. The agreement expired in March 2012.

Assignment Agreement with Mr. Garton. On June 10, 2010, AMR entered into an assignment agreement with Mr. Garton to encourage him to serve as the president and chief executive officer of AMR Eagle and to lead efforts for its possible divestiture. Unless the assignment agreement is terminated, under the agreement he is entitled to total annual compensation substantially similar to his compensation prior to accepting his new position. If AMR divests AMR Eagle and Mr. Garton remains in his current or a comparable position with AMR Eagle, AMR will pay his pro-rated target bonus under the applicable annual incentive plan (if AMR meets the applicable performance criteria). If he was not 55 at the time of a divestiture (and Mr. Garton has since reached age 55), AMR agreed to continue his employment or place him on leave until he reached age 55 (facilitating his retirement from American), or provide the economic equivalent of the retirement and welfare benefits that he would have received had his employment by American continued until he turned age 55. AMR will also provide the same rights in his outstanding equity awards as though he had remained employed by American. The agreement provides that in case AMR has not divested AMR Eagle by June 10, 2012, or if it is divested and either (i) he is not offered a comparable position with AMR Eagle or (ii) he does not continue to work for American, Mr. Garton is entitled to seek re-assignment to American or to receive severance equal to two times his base salary and target annual bonus under the applicable annual incentive plan and COBRA coverage for 18 months. AMR Eagle was not divested by June 10, 2012, and Mr. Garton requested re-assignment to American pursuant to the terms of the assignment agreement. In view of the uncertainty relating to AMR's restructuring under the Chapter 11 Cases, American requested an extension of time to consider Mr. Garton's request for re-assignment during which he continues in his current positions and his rights under the assignment agreement remain in effect.

Table of Contents**Outstanding Equity Awards at 2012 Fiscal Year-End Table**

The following table lists all of the outstanding stock and stock option/SAR awards held on December 31, 2012 by each of AMR's named executive officers. The table also includes, where applicable, the value of these awards based on the closing price of AMR's common stock on December 31, 2012, which was \$0.80. Each award listed in the "Number of Securities Underlying Unexercised Options Unexercisable" column with an expiration date prior to July 24, 2016 is a stock option with a tandem SAR. The other awards listed in this column are SARs. The table does not take into account the impact of the Chapter 11 Cases. In accordance with the terms of the Merger Agreement, AMR will not assume any of the outstanding awards upon emergence from the Chapter 11 Cases.

Name	Option/Stock Appreciation Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$)	Equity Incentive Plan Awards: Number of Unearned Shares, Units, or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units, or Other Rights That Have Not Vested (\$)
Horton	59,200		26.70	03/29/2016	81,100 ^(g)	64,880	151,900 ^(m)	121,520
	38,500		23.21	07/24/2016	34,950 ^(h)	27,960		
	34,800		28.59	07/23/2017	185,550 ^(j)	148,440		
	88,440	22,110 ^(a)	8.20	05/20/2018	85,470 ^(l)	68,376		
	87,510	58,340 ^(b)	4.53	07/20/2019				
	46,520	69,780 ^(c)	7.01	05/19/2020				
	20,040	30,060 ^(d)	7.26	07/26/2020				
	24,300	97,200 ^(e)	6.58	05/18/2021				
Goren	11,200		10.68	07/21/2013	46,150 ^(g)	36,920	60,450 ^(m)	48,360
	16,500		8.88	07/26/2014	11,850 ^(h)	9,480		
	14,000		13.67	07/25/2015	73,850 ^(j)	59,080		
	11,500		26.70	03/29/2016	21,330 ^(k)	17,064		
	21,800		23.21	07/24/2016	42,750 ^(l)	34,200		
	19,800		28.59	07/23/2017				
	50,360	12,590 ^(a)	8.20	05/20/2018				
	49,830	33,220 ^(b)	4.53	07/20/2019				
	26,480	39,720 ^(c)	7.01	05/19/2020				
	6,800	10,200 ^(d)	7.26	07/26/2020				
9,670	38,680 ^(e)	6.58	05/18/2021					
Garton	16,800		10.68	07/21/2013	93,600 ^(g)	74,880	106,150 ^(m)	84,920
	30,000		8.88	07/26/2014	142,950 ^(j)	114,360		
	35,520		13.67	07/25/2015	99,540 ^(k)	79,632		
	38,500		23.21	07/24/2016	59,730 ^(l)	47,784		
	34,800		28.59	07/23/2017				
	88,440	22,110 ^(a)	8.20	05/20/2018				
	87,510	58,340 ^(b)	4.53	07/20/2019				
	46,520	69,780 ^(c)	7.01	05/19/2020				
	16,980	67,920 ^(e)	6.58	05/18/2021				
Kennedy	6,000		3.26	01/27/2013	46,150 ^(g)	36,920	60,450 ^(m)	48,360
	12,800		10.68	07/21/2013	11,850 ^(h)	9,480		
	34,800		8.88	07/26/2014	73,850 ^(j)	59,080		
	23,100		13.67	07/25/2015	42,660 ^(k)	34,128		
	21,800		23.21	07/24/2016	42,750 ^(l)	34,200		
	19,800		28.59	07/23/2017				
	50,360	12,590 ^(a)	8.20	05/20/2018				
	49,830	33,220 ^(b)	4.53	07/20/2019				

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	26,480	39,720 ^(c)	7.01	05/19/2020				
	6,800	10,200 ^(d)	7.26	07/26/2020				
	9,670	38,680 ^(e)	6.58	05/18/2021				
Ream	33,220	49,830 ^(f)	7.72	01/04/2020	46,150 ^(g)	36,920	60,450 ^(m)	48,360
	26,480	39,720 ^(c)	7.01	05/19/2020	64,800 ⁽ⁱ⁾	51,840		
	9,670	38,680 ^(e)	6.58	05/18/2021	73,850 ^(j)	59,080		
					34,020 ^(l)	27,216		

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- (a) Award becomes exercisable on May 20 of 2013.
- (b) Award becomes exercisable in two equal installments on each of July 20 of 2013 and 2014. The number of shares in each installment is: Mr. Horton, 29,170; Ms. Goren, 16,610; Mr. Garton, 29,170; and Mr. Kennedy, 16,610.
- (c) Award becomes exercisable in three equal installments on each of May 19 of 2013, 2014, and 2015. The number of shares in each installment is: Mr. Horton, 23,260; Ms. Goren, 13,240; Mr. Garton, 23,260; Mr. Kennedy, 13,240; and Mr. Ream, 13,240.
- (d) Award becomes exercisable in three installments on each of July 26 of 2013, 2014, and 2015. The number of shares in each installment is: Mr. Horton, 10,020; Ms. Goren, 3,400; and Mr. Kennedy, 3,400.
- (e) Award becomes exercisable in four equal installments on each of May 18 of 2013, 2014, 2015, and 2016. The number of shares in each installment is: Mr. Horton, 24,300; Ms. Goren, 9,670; Mr. Garton, 16,980; Mr. Kennedy, 9,670; and Mr. Ream, 9,670.
- (f) Award becomes exercisable in three installments on each of January 4 of 2013, 2014, and 2015. The number of shares in each installment is 16,610.
- (g) These deferred shares vest on May 19, 2013, generally subject to the recipient's continued employment through that date.
- (h) These deferred shares vest on July 26, 2013, generally subject to the recipient's continued employment through that date.
- (i) These deferred shares vested on January 4, 2013, generally subject to the recipient's continued employment through that date.
- (j) These deferred shares vest on May 18, 2014, generally subject to the recipient's continued employment through that date.
- (k) These career equity shares will vest upon retirement after age 60, or upon a qualifying early retirement under the AMR Retirement Benefit Plan, in each case, generally subject to continued employment through that date. If the named executive officer retires earlier than age 60, there is a 3% reduction in the total number of shares that will vest for each year the officer's retirement date precedes age 60.
- (l) These performance shares were granted under the 2010/2012 Performance Share Plan, with a vesting date of April 17, 2013. Vesting is subject to the satisfaction of the applicable performance criteria and is generally subject to the recipient's continued employment through that date.
- (m) These performance shares were granted under the 2011/2013 Performance Share Plan with a vesting date of April 16, 2014. Vesting is subject to the satisfaction of the applicable performance criteria and is generally subject to the recipient's continued employment through that date. As required by the SEC's disclosure rules, the number of performance shares shown assumes that target levels of performance (100%) will be achieved.

2012 Option Exercises and Stock Vested Table

The following table summarizes stock awards that vested for the named executive officers in 2012. No stock options or SARs were exercised during 2012. The table does not fully take into account the Chapter 11 Cases. While the table reflects that awards vested in 2012 under outstanding awards granted prior to the commencement of the Chapter 11 Cases, AMR did not distribute any stock in settlement of any stock awards to AMR's named executive officers in 2012. In accordance with the terms of the Merger Agreement, AMR will not assume any of the outstanding awards upon emergence from the Chapter 11 Cases.

Name	Option Awards		Stock Awards	
	Number of Shares Acquired On Exercise (#)	Value Realized On Exercise (\$)	Number of Shares Acquired On Vesting ^(a) (#)	Value Realized On Vesting ^(b) (\$)
Horton	0	0	197,620	101,686
Goren	0	0	112,530	57,902
Garton	0	0	215,151	111,152
Kennedy	0	0	112,530	57,902
Ream	0	0	47,730	22,910

- (a) The numbers shown are the number of shares that vested in April 2012 under the 2009/2011 Performance Share Plan and the number of deferred shares that vested in July 2012 under the 2009 deferred share award agreements. As stated above, AMR did not distribute any stock awards to its named executive officers in 2012 due to the Chapter 11 Cases. AMR does not plan to assume any of those awards.

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- (b) Amounts shown are the fair market value of AMR's stock on the date of vesting, multiplied by the number of shares shown in the column entitled "Number of Shares Acquired on Vesting" for the named executive officer. As stated above, AMR did not distribute any stock awards to its named executive officers in 2012 due to the Chapter 11 Cases. AMR does not plan to assume any of those awards.

Discussion regarding 2012 Option Exercises and Stock Vested Table

Under the terms of the 2009/2011 Performance Share Plan, the performance shares awarded in April 2009 referenced in the above table would have vested in April 2012. For the 2009-2011 measurement period, AMR had a 7th place TSR rank under the terms of the 2009/2011 Performance Share Plan, which would result in a vesting of 60% of the shares originally awarded under such plan. Those shares are reflected in the above table. In addition, under the terms of the 2009 deferred shares award agreements, the shares awarded under those agreements in July 2009 vested in July 2012, and those shares are reflected in the above table. While AMR is required to reflect the value of the performance and deferred share awards on the date of vesting in the above table, as stated above, AMR did not distribute any of stock under these awards to AMR's named executive officers due to the Chapter 11 Cases, and AMR does not plan to assume any of those awards.

As reflected in the table, no options or SARs were exercised in 2012 by AMR's named executive officers. The exercise prices of all of their outstanding awards were below AMR's stock price in all of 2012.

2012 Pension Benefits Table

The following table summarizes the present value of the accumulated pension benefits of the named executive officers who participated in the AMR Retirement Benefit Plan and AMR Non-Qualified Plan as of December 31, 2012.

Name	Plan Name	Number of Years of Credited Service (#)	Present Value of Accumulated Benefit ^(a) (\$)	Payments During Last Fiscal Year (\$)
Horton	AMR Retirement Benefit Plan	22.573 ^(b)	1,039,975	0
	AMR Non-Qualified Plan	26.473 ^(b)	4,463,321	0
Goren	AMR Retirement Benefit Plan	25.283	1,122,225	0
	AMR Non-Qualified Plan	25.283	1,795,050	0
Garton	AMR Retirement Benefit Plan	25.286	1,211,372	0
	AMR Non-Qualified Plan	25.286	4,580,898	0
Kennedy	AMR Retirement Benefit Plan	27.465	1,428,605	0
	AMR Non-Qualified Plan	27.465	2,941,038	0
Ream	AMR Retirement Benefit Plan	6.456	74,412	0
	AMR Non-Qualified Plan	0	0	0

- (a) Prior to the commencement of the Chapter 11 Cases, AMR partially funded the benefits under the AMR Non-Qualified Plan into a trust as described in "AMR Non-Qualified Plan" below. Assets in the trust are separate from AMR's operating assets and become payable to the named executive officer only upon normal or early retirement. The amounts listed in this column for the AMR Non-Qualified Plan reflect the present value of the total benefit payable under the AMR Non-Qualified Plan to each of the named executive officers, without any reduction for amounts contributed to the trust. Tax laws treat the contributions made to the trust under the AMR Non-Qualified Plan as taxable income to the named executive officers, requiring them to pay applicable federal, state, and local income taxes. AMR did not reduce the AMR Non-Qualified Plan amounts shown in this column to reflect the contributions to the trust or the tax liabilities since AMR will not know the impact of the tax liabilities until normal or early retirement. AMR, therefore, does not consider such amounts as paid from the AMR Non-Qualified Plan until that time. No contributions to the trust under the AMR Non-Qualified Plan were made in 2012 or at any time after the commencement of the Chapter 11 Cases.

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- (b) As of December 31, 2012, Mr. Horton had 22.573 years of credited service under the AMR Retirement Benefit Plan and 26.473 years of credited service under the AMR Non-Qualified Plan. Mr. Horton left AMR in 2002 and rejoined it in 2006. Under the terms of the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan, Mr. Horton's prior credited service in each plan was reinstated when he rejoined AMR. In addition, under his employment agreement, Mr. Horton had earned an additional 3.9 years of age and service credit under the AMR Non-Qualified Plan with an estimated value of \$1,716,332.

Discussion regarding 2012 Pension Benefits Table

As stated above, AMR and the other Debtors filed voluntary petitions for relief under Chapter 11 on November 29, 2011. The information provided below does not fully take into account the impact of the Chapter 11 Cases.

AMR Retirement Benefit Plan. AMR provides the AMR Retirement Benefit Plan to assist its named executive officers and most of AMR's other salaried employees during their retirement. AMR has similar defined benefit plans for other American employees, including those covered by collectively bargained labor agreements. The AMR Retirement Benefit Plan is only available to employees hired prior to January 1, 2002 who had also completed 1,000 hours of eligible service in one year prior to that date. To vest in the plan's benefits, a participant must also (i) complete at least five years of eligible service, (ii) reach age 65, or (iii) be permanently and totally disabled. After becoming a participant in the AMR Retirement Benefit Plan, each participant earns one year of credited service for each plan year in which at least 1,900 hours of service are completed.

Normal retirement age under the plan is 65. However, participants with at least ten years of retirement eligible service may retire at age 60 and receive unreduced benefits. Participants with at least 15 years of retirement eligible service may retire at age 55, but their benefits are reduced 3% for each year that the participant's age is below age 60. Participants who retire before age 60 with more than ten but less than 15 years of retirement eligible service may receive reduced retirement benefits starting at age 60. These benefits are reduced 3% for each year that the participant's age is below age 65. AMR Retirement Benefit Plan benefits are paid as a monthly annuity and the participant may elect the form of annuity payments. Payment options include single life, joint, and survivor guaranteed period or level income. For the level income payment option, AMR reduces the monthly payments for the receipt of social security benefits.

The AMR Retirement Benefit Plan complies with ERISA and qualifies for an exemption from federal income tax under the Code. As a qualified plan, it is subject to various restrictions under the Code and ERISA that limit the maximum annual benefit payable under the plan. The limit was \$200,000 in 2012. The Code also limits the maximum amount of annual compensation that AMR may take into account under the AMR Retirement Benefit Plan. The limit was \$250,000 in 2012. As described further in *AMR Non-Qualified Plan* below, AMR maintains the AMR Non-Qualified Plan to address these limits on benefit payments to AMR's named executive officers.

AMR determines the benefit payable to all participants (including its named executive officers) under the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan using the four formulas described below. As required by the plans, AMR uses the formula that provides the participant the greatest benefit. For purposes of the table above, AMR therefore assumed that Mr. Horton, Ms. Goren, Mr. Garton, and Mr. Kennedy will each receive benefits under the AMR Retirement Benefit Plan pursuant to the *Final Average Retirement Benefit Formula*, and under the AMR Non-Qualified Plan pursuant to the *Social Security Offset Formula*. Mr. Ream's benefit under the AMR Retirement Benefit Plan was calculated pursuant to the *Career Average Benefit Formula*. Mr. Ream does not have a defined benefit in the AMR Non-Qualified Plan. Each formula is described below.

Final Average Retirement Benefit Formula. Under this formula, a participant's annual benefit at normal retirement will equal the product of (i) 1.667% of his or her final average compensation times (ii) his or her years of credited service. Final average compensation is the average of the participant's

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pensionable pay during the four highest paid consecutive years during the last ten years of employment. Pensionable pay includes regular pay, but excludes bonuses, expenses, and equity-based compensation.

Career Average Benefit Formula. A participant's annual benefit at normal retirement under this formula will equal the sum of the following amounts, determined for each year the participant is a member of the AMR Retirement Benefit Plan: (i) 1.25% times the participant's pensionable pay (as described above) for each year up to \$6,600 and (ii) 2% times the participant's pensionable pay for each such year over \$6,600.

Social Security Offset Formula. A participant's annual benefit at normal retirement under this formula will equal the difference between (i) the product of (a) 2% of the participant's final average compensation (as described above) times (b) the participant's years of credited service, and (ii) the product of (a) 1.5% of the participant's estimated annual Social Security benefit times (b) the participant's years of credited service, up to a maximum of 33.3 years of service.

Minimum Retirement Benefit Formula. Under this formula, a participant's annual benefit at normal retirement will equal the product of (i) 12, times (ii)(a) \$23.50 for participants whose final average compensation (as described above) is less than \$15,000 or (b) \$24.00 for participants whose final average compensation is at least \$15,000, times (iii) the number of years of the participant's credited service.

Benefit accruals under the AMR Retirement Benefit Plan were frozen for all AMR employees, including its named executive officers, as of October 31, 2012. Effective upon the freeze of benefit accruals, those employees received a replacement benefit under the AMR SuperSaver Plan in the form of matching employee contributions up to 5.5% of eligible earnings.

AMR Non-Qualified Plan. The AMR Non-Qualified Plan supplements the AMR Retirement Benefit Plan and the AMR SuperSaver Plan for AMR's named executive officers because their compensation exceeds the maximum recognizable compensation limit allowed under the Code.

The AMR Non-Qualified Plan has two components: (i) a defined benefit component for Mr. Horton, Mr. Garton, Ms. Goren, Mr. Kennedy, and other eligible officers who participated in the AMR Retirement Benefit Plan before it was frozen, and (ii) a defined contribution component for the named executive and other officers who participate in the AMR SuperSaver Plan. Mr. Ream is not entitled to a benefit under the defined benefit component of the AMR Non-Qualified Plan. The defined contribution component is discussed below under "2012 Nonqualified Deferred Compensation Table" and the accompanying narrative.

Under the defined benefit component, eligibility requirements and the formulas used to calculate benefits are generally the same as those under the AMR Retirement Benefit Plan. However, under the AMR Non-Qualified Plan, benefit calculations for the named executive officers also include: (i) the average of the four highest short-term incentive payments made since 1985, (ii) any additional years of credited service that may have been granted to the named executive officer, and (iii) the average of the four highest performance return payments made since 1989.

Performance return payments are dividend equivalent payments AMR made between 1989 and 1999 on outstanding career equity shares. Performance return payments were calculated using: (a) the number of shares granted, (b) the grant price, (c) individual performance, and (d) a rolling three-year return on investment. Income received from long-term incentive compensation payments (such as stock option/SAR exercises, and performance share, deferred share, and career performance share payments) is not used to calculate benefits in the AMR Non-Qualified Plan. In addition, AMR granted additional years of credited service for Mr. Horton and as reflected in the footnotes to the "2012 Pension Benefits Table" above.

Prior to the commencement of the Chapter 11 Cases, benefits payable under the defined benefit component of the AMR Non-Qualified Plan were periodically funded in a trust to give AMR Non-Qualified Plan participants a certainty of payment of their plan benefits that is comparable to that offered by the AMR Retirement Benefit Plan and AMR SuperSaver Plan. Payments to the trust result in taxable income to the participants. As they are

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participants in the AMR Non-Qualified Plan, the 2012 Pension Benefits Table above reflects amounts the named executive officers accrued under the AMR Non-Qualified Plan (whether or not funded under the trust). No contributions to the trust under the Non-Qualified Plan were made in 2012 or at any time following the commencement of the Chapter 11 Cases.

As of December 31, 2012, Mr. Kennedy and Mr. Garton were eligible for early retirement under both the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan, but as described above, their benefits would be reduced 3% for each year their respective retirement age precedes age 60.

As with the AMR Retirement Benefit Plan, all benefit accruals under the defined benefit portion of the AMR Non-Qualified Plan were frozen as of October 31, 2012.

Present Value Calculations. The values of accrued benefits under the AMR Retirement Benefit Plan are determined using a 4.2% interest rate and the sex-distinct RP2000 Mortality Tables projected to 2020. The lump sums payable under the AMR Non-Qualified Plan are calculated using the December 2012 segment rates and the unisex mortality table prescribed by the IRS in the Pension Protection Act of 2006. Retirement benefits for both plans are then discounted to December 31, 2012 using an interest-only discount of 4.2%. At December 31, 2011, the same assumptions were used, except that the lump sums under the AMR Non-Qualified Plan were calculated using December 2011 segment rates and the values of accrued benefits under both plans were calculated using a 5.2% interest rate. The present value is the amount today that, with fixed interest earned over time, will equal the employees' accrued retirement benefit at retirement. The present values generally assume retirement at age 60, which is the age when unreduced benefits may be available. Mr. Horton will be eligible to receive an unreduced AMR Non-Qualified Plan benefit when he reaches age 56.

2012 Nonqualified Deferred Compensation Table

The following table provides information with respect to the nonqualified deferred compensation earned by AMR's named executive officers for 2012.

Name	Executive Contributions in Last Fiscal Year (\$)	Company Contributions in Last Fiscal Year (\$)	Aggregate Earnings in Last Fiscal Year (\$)	Aggregate Withdrawals / Distributions in Last Fiscal Year (\$)	Aggregate Balance at December 31, 2012 (\$)
Horton	0	0	0	0	0
Goren	0	0	0	0	0
Garton	0	0	0	0	0
Kennedy	0	0	0	0	0
Ream	0	14,423 ^(a)	89	0	29,765

(a) This company matching contribution amount is also reflected in the All Other Compensation column of the Fiscal Year 2010, 2011, and 2012 Summary Compensation Table on page 250.

Discussion regarding 2012 Nonqualified Deferred Compensation Table

AMR maintains the AMR SuperSaver Plan, a tax-qualified defined contribution plan, to help its named executive officers and other eligible employees plan for their retirement. All regular full-time and part-time employees on the U.S. payroll are eligible to participate in the AMR SuperSaver Plan. Under that plan, AMR matches eligible employee contributions to the plan dollar-for-dollar, up to 5.5% of eligible earnings. Following the freeze of benefit accruals under the AMR Retirement Benefit Plan on October 31, 2012, AMR began to make these matching contributions to the accounts of all eligible employees (including all of its named executive officers) under the AMR SuperSaver Plan. The AMR SuperSaver Plan allows employees to select the investment options for their distributions from a variety of third-party managed investment funds.

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The AMR Non-Qualified Plan supplements the AMR SuperSaver Plan for AMR's named executive officers because their compensation exceeds the maximum recognizable compensation limit allowed under the Code. After one year of service, an officer is eligible for matching contributions to the defined contribution component of the AMR Non-Qualified Plan. While there is no annual limit on the size of the matching contributions under the AMR Non-Qualified Plan, employee contributions to the AMR Non-Qualified Plan are not permitted. Contributions vest after three years of service, and participants are entitled to a distribution of their accounts upon a separation from AMR. Investment elections for the AMR Non-Qualified Plan mirror the AMR SuperSaver Plan investment options available to all participating employees, and the investment elections by each named executive officer in the AMR SuperSaver Plan are used in the AMR Non-Qualified Plan.

Post-Employment Compensation. This section describes the payments, benefits, and perquisites AMR may provide to its named executive officers following termination of their employment. Except as otherwise stated below, these are in addition to the payments, benefits, and perquisites that AMR generally provides to all of its salaried employees following termination of their employment. The information provided below does not fully take into account the impact of the Chapter 11 Cases.

Retirement. AMR provides retirement benefits to its employees (including its named executive officers) who retire after they reach normal retirement age or meet the requirements for early retirement. As described in Discussion regarding 2012 Pension Benefits Table above, Mr. Kennedy and Mr. Garton are eligible for early retirement under AMR's pension plans, but their benefits would be reduced 3% for each year they retire before age 60.

In addition, upon normal retirement at age 65 or early retirement at age 60 or 55, AMR's long-term incentive plans generally require pro-rata payments of stock awards granted under those plans. Under those plans, Mr. Garton and Mr. Kennedy were eligible for stock awards due to retirement as of December 31, 2012. Since Mr. Horton and Ms. Goren were not age 55 or older as of December 31, 2012, and Mr. Ream was not age 60 as of the date, they were not eligible for any stock award payments as of that date due to retirement. This does not fully take into account the impact of the Chapter 11 Cases.

Upon retirement, AMR will also continue to provide to each named executive officer, his or her spouse or companion, and any dependent children the flight perquisite AMR provided to them during employment. Mr. Kennedy and Mr. Ream vested in this perquisite when they reached age 55, and under a policy AMR discontinued for officers elected after 1996, AMR will provide this perquisite to Mr. Horton and Mr. Garton upon retirement or any other termination of their employment. In January 2011, however, AMR discontinued a policy that would have reimbursed some named executive officers for taxes and fees associated with their flight. The estimated aggregate incremental cost to AMR of providing the air travel perquisites to each named executive officer is listed under their names in the table below under Voluntary Separation. In addition, AMR will provide lifetime Admirals Club memberships to each named executive officer and his or her spouse or companion, at no incremental cost to AMR.

Voluntary Separation and Termination for Cause. In the event that a named executive officer resigns or voluntarily terminates his or her employment (other than a normal or early retirement), or AMR terminates his or her employment for cause, under AMR's equity plans the named executive officer will forfeit all outstanding stock-based awards. For these purposes, for cause means a felony conviction, failure to contest prosecution of a felony, or willful misconduct or dishonesty of a named executive officer that is directly and materially harmful to AMR's business or reputation. In addition, AMR will discontinue his or her salary, perquisites, and benefits, except as provided below. As described above under Retirement, if vested in the AMR Retirement Benefit Plan and AMR Non-Qualified Plan, he or she is also entitled to the benefits under those plans. Mr. Garton and Mr. Kennedy were eligible for benefits under those plans as of December 31, 2012. As stated above, however, this does not fully take into account the impact of the Chapter 11 Cases. Assuming a separation of service as of December 31, 2012, under AMR's plans and policies AMR would also continue to provide Mr. Horton, Mr. Garton, Mr. Kennedy, and Mr. Ream the flight perquisite it provided during their employment.

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Involuntary Termination Other Than for Cause. Under AMR's current practices and policies for all salaried U.S.-based employees, if AMR terminates a named executive officer's employment other than for cause, he or she would receive up to one year's annual salary (based on the officer's years of service with AMR). In addition, under AMR's long-term incentive plans, performance shares, and deferred shares would vest on a pro-rata basis as if the named executive officer had instead retired on the date of termination. The named executive officer would immediately forfeit all unvested stock options and SARs and would have 90 days to exercise vested stock options and SARs. Career equity awards previously awarded would immediately vest (at a rate of 10% per year for each year of service following the date of grant), and would become payable following the separation. This does not fully take into account the impact of the Chapter 11 Cases.

Termination Due to Death or Disability. According to the terms of AMR's long-term incentive plans, upon the death or disability of a named executive officer, all of his or her outstanding performance shares and deferred shares would vest on a pro-rata basis. Their stock options and SARs would continue to be exercisable. All outstanding career equity awards would vest at a rate of 20% per year for each year of service following the date of grant and would become payable. In the event of death, his or her unvested stock options and SARs would immediately vest, and AMR would continue to provide to his or her surviving spouse and dependent children the flight perquisite AMR provided during employment. This does not fully take into account the impact of the commencement of the Chapter 11 Cases.

The following table quantifies the severance payments, long-term incentives, and flight perquisites each named executive officer would have received had there been a termination of his or her employment on December 31, 2012 in the situations described above. As of December 31, 2012, Mr. Kennedy and Mr. Garton were eligible for early retirement. None of the other named executive officers were eligible for retirement as of that date. For further details regarding payments to AMR's named executive officers upon a change in control, please see the section entitled "AMR's Compensation Discussion and Analysis - Change In Control" beginning on page 262. In calculating the amounts in the table, AMR used a stock price of \$0.80 per share, which was the closing price of AMR's common stock on December 31, 2012. The amounts shown have not been reduced for the possibility that the benefits will not be paid in full as a result of the commencement of the Chapter 11 Cases.

Name		Termination				Termination Other Than For Cause (\$)
		Retirement (\$)	Voluntary Separation (\$)	Death (\$)	Disability (\$)	
Horton	Cash Severance Benefits					618,135
	Long-Term Incentives		0	231,814	231,814	309,656
	Pension Benefits ^(a)	0	5,503,296	5,503,296	5,503,296	5,503,296
	Flight Privileges ^(b)	6,540	6,540	6,540	6,540	6,540
	Total	6,540	5,509,836	5,741,650	5,741,650	6,437,627
Goren	Cash Severance Benefits					540,385
	Long-Term Incentives		0	124,804	124,804	124,804
	Pension Benefits ^(a)	0	2,917,275	2,917,275	2,917,275	2,917,275
	Flight Privileges ^(b)	5,789	5,789	6,594	6,594	6,594
	Total	5,789	2,923,064	3,048,673	3,048,673	3,589,058
Garton	Cash Severance Benefits					530,479
	Long-Term Incentives	246,958	0	257,509	257,509	257,509
	Pension Benefits ^(a)	6,541,364	6,541,364	6,541,364	6,541,364	6,541,364
	Flight Privileges ^(b)	6,094	6,094	6,094	6,094	6,094
	Total	6,794,416	6,547,458	6,804,967	6,804,967	7,335,446

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Name		Retirement (\$)	Voluntary Separation (\$)	Death (\$)	Disability (\$)	Termination
						For Cause (\$)
Kennedy	Cash Severance Benefits					522,000
	Long-Term Incentives	139,394	0	141,868	141,868	141,868
	Pension Benefits ^(a)	4,691,311	4,691,311	4,691,311	4,691,311	4,691,311
	Flight Privileges ^(b)	5,851	5,851	5,851	5,851	5,851
	Total	4,836,556	4,697,162	4,839,030	4,839,030	5,361,030
Ream	Cash Severance Benefits	0	0	0	0	438,308
	Long-Term Incentives	0	0	164,040	164,040	164,040
	Pension Benefits ^(a)	0	74,412	74,412	74,412	74,412
	Flight Privileges ^(b)	5,935	5,935	5,935	5,935	5,935
	Total	5,935	80,347	244,387	244,387	682,695

- (a) The amounts for Mr. Horton, Ms. Goren, and Mr. Ream are also reported in the 2012 Pension Benefits Table on page 256 and are paid at retirement age. The amounts for Mr. Garton and Mr. Kennedy are based on early retirement at December 31, 2012.
- (b) These amounts are based on figures that include the estimated average aggregate incremental cost to AMR of providing the flight perquisite described above to its named executive officers generally in 2012. For each named executive officer, AMR estimated these costs by using the average of the estimated annual incremental cost to AMR of providing their air travel for the number of years of the named executive officer's projected life expectancy (according to the mortality tables AMR used to determine the present value of his or her retirement benefits in the 2012 Pension Benefits Table on page 256).

Change In Control

If there is a change in control of AMR, its named executive officers are entitled to benefits under its long-term incentive plans and the AMR Non-Qualified Plan described below. AMR's named executive officers were also entitled to benefits under the AMR Existing Severance Agreements. However, in connection with the Merger Agreement, AMR agreed to enter into AMR Merger Severance Agreements with each of its named executive officers, each of which is subject to and contingent upon the Closing, and each named executive officer will waive his or her rights under the AMR Existing Severance Agreements. The description below pertains to the rights and benefits under the AMR Existing Severance Agreements only as of December 31, 2012. See the section entitled AMR's Compensation Discussion and Analysis The Primary Components of AMR's Compensation Program Merger Agreement beginning on page 247 for a description of the AMR Merger Severance Agreements that AMR will enter into with its named executive officers prior to the Merger. The information provided below does not fully take into account the impact of the Chapter 11 Cases, including statutory limits on the amount of severance pay the named executive officers can receive during the course of the Chapter 11 Cases.

Under the terms of AMR's long-term incentive plans, the AMR Non-Qualified Plan, and the AMR Existing Severance Agreements, a change in control of AMR is deemed to occur if: (i) over a 12-month period, a third party or group acquires beneficial ownership of 30% or more of its common stock, or the members of its board of directors (or their approved successors) no longer constitute a majority of the board; or (ii) its stockholders approve a complete liquidation or dissolution of AMR. Also, a reorganization, merger, or consolidation, or a sale or other disposition of all of AMR's assets, is considered a change in control of AMR unless: (a) AMR's stockholders prior to the transaction hold at least 50% of the voting securities of the successor company, (b) no one person owns more than 30% of the successor company, and (c) the members of its board of directors prior to the transaction constitute at least a majority of the board of the successor company. The event must also meet the change in control requirements of Section 409A of the Code. The Merger does not constitute a change in control for purposes of these plans or agreements.

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Under the terms of AMR's long-term incentive plans and agreements, following a change in control all outstanding stock options and SARs become immediately exercisable, all outstanding career equity and deferred shares vest, and all performance shares vest and will be paid at target levels (or 100%) of the original award. Each named executive officer will also receive a payment under the AMR Non-Qualified Plan equal to the present value of the accrued annual retirement benefit to be paid to him or her under that plan.

As described under the section entitled "AMR's Compensation Discussion and Analysis - The Primary Components of AMR's Compensation Program - Post-Employment and Change in Control Benefits" beginning on page 246, the AMR Existing Severance Agreements had a double trigger. Termination benefits under those agreements were therefore payable to a named executive officer in the event of a change of control only if: (i) within two years following a change in control, AMR (or a successor) terminated the named executive officer's employment for any reason (other than his or her death, disability, felony conviction, or willful misconduct or dishonesty that materially harmed AMR's business or reputation); (ii) within two years following a change in control, the named executive officer terminated his or her employment for good reason; (iii) the named executive officer terminated his or her employment for any reason during the 30 days following the first anniversary of the change in control; or (iv) the named executive officer's employment was terminated following the commencement of change in control discussions and the change of control occurred within 180 days after the termination. Mr. Ream and Ms. Goren were only entitled to the termination benefits described above if his or her employment was terminated under clause (i), (ii), or (iv). For purposes of these agreements, "good reason" included any of the following after the change in control: (a) failure to maintain the executive in a substantially equivalent position; (b) a significant adverse change in the nature or scope of his or her position; (c) a reduction in his or her salary or incentive compensation target, or a reduction of his or her benefits; (d) a change in the executive's employment circumstances, such as a change in responsibilities that hindered the executive's ability to perform his or her duties; (e) the successor company breached the agreement or did not assume AMR's obligations under such agreement; or (f) AMR relocated its headquarters or required the person to relocate more than 50 miles from AMR's current location.

Under the AMR Existing Severance Agreements, if there was a change in control and termination of his or her employment in the situations described above, the named executive officer would have been entitled to the following additional benefits:

AMR would have paid a cash payment of three times (or two times in the case of each of Mr. Horton, Ms. Goren, and Mr. Ream) the sum of his or her annual base salary and the target annual award paid under AMR's incentive compensation plan (or the largest incentive award paid under that plan during the prior three years, if greater);

For three years following the termination of employment (or two years for Ms. Goren and Mr. Ream), AMR would have provided all perquisites and benefits provided to him or her prior to the change in control, including health and welfare, insurance, and other perquisites and benefits described above;

AMR would have provided a one-time reimbursement for relocation expenses and outplacement services;

AMR would have provided the named executive officer, his or her spouse or companion and any dependent children unlimited personal flight privileges on American or American Eagle in any available class of service until age 55 (at age 55, AMR would provide the flight perquisite it would have provided during their employment);

Except for Ms. Goren and Mr. Ream, AMR would have reimbursed the named executive officer for any excise taxes payable under Sections 280G and 4999 of the Code as a result and any federal income, employment, or excise taxes payable on the excise tax reimbursement;

AMR would have treated the named executive officer as fully vested in his or her currently accrued benefits under the AMR Retirement Benefit Plan and the AMR Non-Qualified Plan. AMR would have

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calculated benefits under the plans as though his or her compensation rate equaled the sum of his or her base pay and incentive pay and credited the executive with three additional years of service; and

AMR would have paid the named executive officer's legal fees if there was a disagreement related to the agreement, and it would have established a trust to assure payment.

As stated above, however, the named executive officers will waive their rights under the AMR Existing Severance Agreements, so none of the benefits described above and in the table below will be paid to them. Also, the above benefits description does not fully take into account the impact of the Chapter 11 Cases, including statutory limits on the amount of allowed severance pay.

The following table lists the estimated payments and values that would have been due to each named executive officer serving on that date had a change in control occurred on December 31, 2012 and the named executive officer's employment was terminated on that date. The amounts shown in the following table have not been reduced for the possibility that the benefits would not be paid in full as a result of the Chapter 11 Cases.

Name	Cash Severance (\$)	Value of Stock Option/SARs Vesting (\$)	Value of Non-Performance-Based Stock Awards (\$)	Value of Performance-Based Stock Awards (\$)	Value of Additional Pension Benefits (\$)	Outplacement, Relocation, and Continuing Perquisites and Benefits (\$)	Flight Privileges (\$)	Gross-up Payment for 280G Excise Taxes (\$)	Total Change in Control Benefits (\$)
Horton	2,967,048	0	241,280	235,480	7,364,305	438,107	0	4,085,917	15,332,137
Goren	1,891,348	0	122,544	105,360	3,356,876	383,160	859	0	5,860,147
Garton	3,310,182	0	268,872	164,560	2,299,888	423,486	0	2,345,920	8,812,908
Kennedy	2,740,500	0	139,608	105,360	3,188,500	423,473	0	2,566,211	9,163,652
Ream	1,994,300	0	147,840	93,720	0	342,616	0	0	2,578,476

In the above table, AMR based the stock values on a price of \$0.80 per share, which was the closing price of its common stock on December 31, 2012. The value of the additional pension benefits estimated in the table was determined using the same actuarial assumptions and mortality tables used to determine the present value of retirement benefits shown in the 2012 Pension Benefits Table on page 256. These figures assume all payments are made at the time provided under Section 409A of the Code. For the flight perquisite, since Mr. Horton, Mr. Garton, Mr. Kennedy, and Mr. Ream vested in this perquisite as of December 31, 2012 (regardless of whether a change in control has occurred), the aggregate incremental cost of this perquisite for them is reflected in the table in Post-Employment Compensation above. Since Ms. Goren is not entitled to the flight perquisite under AMR's retirement policies until age 55, this table includes the estimate of the aggregate incremental cost to AMR for the flight perquisite she would receive under the agreement until her 55th birthday. AMR estimated the costs for Ms. Goren by using the average of the estimated annual incremental cost to AMR of providing this flight perquisite to the named executive officers in 2012 for the number of years until she was eligible for the perquisite under AMR's retirement policies.

Director Compensation

As stated above, AMR and the other Debtors filed voluntary petitions for relief under Chapter 11 on November 29, 2011. The information provided below provides a description of AMR's historical compensation process, programs, and decisions prior to the commencement of the Chapter 11 Cases and does not fully take their impact into account. The amounts shown below have not been reduced for the possibility that pension and retirement benefits would not be paid as a result of the Chapter 11 Cases.

AMR's nominating/corporate governance committee reviews annually the overall compensation of the directors in consultation with AMR's board of directors and with the assistance of its management. In doing so, the committee retained Meridian to assist the committee. AMR's board of directors approves any changes to director compensation. There were no changes to AMR's director compensation program in 2012 due to the commencement of the Chapter 11 Cases.

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The following is a description of AMR's director compensation program for 2012. Mr. Horton did not receive any compensation as a director or as chairman of the board because AMR compensated him instead as an employee. AMR describes his compensation in the section entitled "AMR's Compensation Discussion and Analysis Executive Compensation Fiscal Year 2010, 2011, and 2012 Summary Compensation Table" on page 250 and accompanying text.

Elements of Director Compensation

Retainers/Fees. For 2012, the compensation for AMR's non-employee directors included:

an annual retainer of \$20,000 for service on its board;

an additional annual retainer of \$3,000 for service as lead director or for service on one or more of its board's standing committees; and

\$1,000 for participating in a regular or special board or committee meeting (the maximum payment for meeting participation is \$1,000 per day).

Annual Grants of Deferred Units. Each non-employee director is entitled to an annual award of 2,610 deferred units each July under the terms of the AMR 2004 Directors Unit Incentive Plan. However, AMR did not make any such award in 2012 due to the continuing Chapter 11 Cases.

As described below under "Pension and Other Retirement Benefits," non-employee directors elected after May 15, 1996 are not eligible to participate in AMR's director pension plan. Prior to the commencement of the Chapter 11 Cases, AMR instead provided them an additional annual grant of 710 deferred units, which were paid on the same terms as the annual deferred units described above. AMR did not award any such awards in 2012 due to the continuing Chapter 11 Cases.

Other Compensation. Under AMR's prepetition director compensation programs, as is common in the airline industry, each non-employee director and his or her spouse or companion and dependent children also received unlimited complimentary personal air travel on American and American Eagle in any available class of service, and AMR reimbursed them for any related taxes. AMR provided membership in its Admirals Club® airport lounges and all of the benefits and privileges American gives to its best frequent flyers, including class of service upgrade credits, travel assistance, and fee waivers. AMR also reimbursed them for their expenses incurred in attending AMR's meetings. AMR provided other perquisites and personal benefits, which are described in footnote (e) to the "Director Compensation Table For Fiscal Year 2012" below.

Pension and Other Retirement Benefits. Under AMR's prepetition director compensation programs, each non-employee director elected to the board before May 15, 1996 and who serves on the board until age 62 is entitled to a pension benefit of \$20,000 per year. The benefit is paid until the death of the director and the director's spouse. Upon retirement, Mr. Codina and Mrs. Korologos are eligible to receive this benefit, although it is not known if the pension will be impacted by the Chapter 11 Cases.

Under AMR's prepetition programs, each director is also entitled to the Admirals Club® membership, frequent flyer benefits, complimentary air travel, and tax reimbursements described above following the non-employee director's retirement. For each non-employee director who has served on AMR's board of directors for at least ten years and retires at or following age 70, AMR continues to provide the complimentary air travel until the death of the director and his or her spouse. For directors who either do not serve until age 70 or do not serve for at least ten years, AMR continues to provide the complimentary air travel for the number of years the director served on its board of directors. If the Bankruptcy Court approves the Merger Agreement, under the terms of the agreement, at Closing each current non-employee director will be entitled to unlimited complimentary flight privileges until the later of the death of the director or such director's spouse or life partner. Like members of the US Airways Group board of directors, they also would receive 12 round-trip or 24 one-way passes each year for free transportation on American and US Airways that they may distribute to non-eligible family and non-family members.

Table of Contents**Stock Ownership Guidelines**

Effective March 2011, AMR's board of directors adopted stock ownership guidelines for AMR's directors. Due to the Chapter 11 Cases, AMR's board of directors has suspended compliance with these guidelines.

Director Compensation Table for Fiscal Year 2012

The following table contains information regarding compensation paid to AMR's non-employee directors in 2012. The table does not fully take into account the impact of the Chapter 11 Cases.

Name	Fees Earned or Paid in Cash ^(a) (\$)	Stock Awards ^(b) (\$)	Option Awards ^(c) (\$)	Non-Equity Incentive Plan Compensation (\$)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ^(d) (\$)	All Other Compensation ^(e) (\$)	Total (\$)
John W. Bachmann	48,000	0	0	0	0	1644	49,644
Stephen M. Bennett	46,000	0	0	0	0	892	46,892
Armando M. Codina	49,000	0	0	0	39,346	771	89,117
Alberto Ibargüen	46,000	0	0	0	0	1542	47,542
Ann M. Korologos	46,000	0	0	0	32,920	1453	80,373
Michael A. Miles	46,000	0	0	0	0	795	46,795
Philip J. Purcell	48,000	0	0	0	0	686	48,686
Ray M. Robinson	50,000	0	0	0	0	1788	51,788
Judith Rodin	42,000	0	0	0	0	7887	49,887
Matthew K. Rose	47,000	0	0	0	0	419	42,419
Roger T. Staubach	47,000	0	0	0	0	951	47,951

(a) The amounts represent the aggregate dollar amount of all fees the directors earned or were paid in 2012 for service as a director, including annual retainer, committee, meeting, and lead director fees.

(b) As a result of the Chapter 11 Cases, AMR did not grant any stock awards to its directors in 2012.

The chart below reflects the aggregate number of outstanding stock-based compensation awards each director held as of December 31, 2012. The table does not take into account the impact of the commencement of the Chapter 11 Cases.

Name	1994 Directors Stock Incentive Plan Shares (#)	2004 Directors Unit Incentive Plan Units (#)	Directors Fees Deferred Units (#)
Bachmann	4,266	25,373	43,982
Bennett	0	3,320	0
Codina	12,322	19,692	49,839
Ibargüen	0	13,280	25,705
Korologos	13,270	19,692	22,113
Miles	6,399	25,373	22,865
Purcell	8,532	25,373	29,433
Robinson	0	19,920	12,397
Rodin	12,798	25,373	13,692
Rose	0	23,240	17,918
Staubach	4,266	25,373	29,009

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- (c) Prior to 2006, AMR granted directors SARs under the 1999 directors stock appreciation rights plan. As of December 31, 2012, the aggregate number of outstanding SARs each director held was as follows: Mr. Bachmann (2,370), Mr. Bennett (0), Mr. Codina (2,370), Mr. Ibarguen (0), Mrs. Korologos (2,370), Mr. Miles (2,370), Mr. Purcell (2,370), Mr. Robinson (0), Dr. Rodin (2,370), Mr. Rose (0), and Mr. Staubach (2,370). AMR did not grant SARs to any directors in 2012.
- (d) Since Mr. Codina and Mrs. Korologos were elected prior to May 15, 1996, each is entitled to receive a pension benefit of \$20,000 per year from the date of retirement until the later of the death of the director or

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his or her spouse. The present value of their accumulated retirement benefits increased from December 31, 2011 to December 31, 2012 because the discount rate decreased from 5.20% at December 31, 2011 to 4.20% at December 31, 2012. The amounts have not been reduced for the possibility that the benefits will not be paid in full as a result of the Chapter 11 Cases.

- (e) Amounts shown include: (i) the estimated aggregate incremental cost to AMR of the complimentary personal air travel on American and American Eagle that AMR provided to the directors and their respective family members in 2012 and (ii) the dollar value of insurance premiums AMR paid in 2012 for a \$50,000 life insurance policy for the benefit of each director. The amounts also include the following tax reimbursements that AMR paid to its directors in 2012 for complimentary air travel AMR provided them in 2011: Mr. Bachmann (\$93), Mr. Ibarguen (\$180), Mr. Robinson (\$890), and Dr. Rodin (\$5,834). AMR also provided to some of its non-employee directors access to events or venues sponsored by AMR, at no incremental cost.

Compensation Risk Assessment

AMR assessed whether its employee compensation policies and practices create risks that are reasonably likely to have a material adverse impact on it. In doing so, AMR considered that its executive compensation programs were designed with what it believed was an appropriate focus on both its short-term and long-term performance. AMR also considered risk mitigation elements of these programs. For example, its incentive plans were tied to broad measures of its performance that cannot be directly influenced by individual employees, such as pre-tax earnings and stockholder return. Also, AMR's short-term incentive awards were capped, and its long-term awards vested over periods of three to five years. AMR has also adopted a recoupment policy (described in the section entitled "AMR's Compensation Discussion and Analysis - The Primary Components of AMR's Compensation Program - Recoupment Policy" beginning on page 249). The results of that assessment were that AMR's employee compensation policies and practices do not create risks that are reasonably likely to have a material adverse effect on AMR. With the assistance of its consultants, its chief executive officer, and its senior vice president of human resources, AMR discussed the assessment's findings with its compensation committee.

Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**Equity Compensation Plan Information**

	Number of securities to be issued upon exercise of outstanding options, warrants, and rights	Weighted-average exercise price of outstanding options, warrants, and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Equity compensation plans approved by security holders	11,270,062	\$ 8.75	
Equity compensation plans not approved by security holders	12,679,356	\$ 5.55	1,353,521
Total	23,949,418	\$ 7.06	1,353,521

See Note 10 to the AMR 2012 consolidated financial statements for additional information regarding the equity compensation plans included above.

Securities Owned by Directors and Executive Officers of AMR

The following table lists (as of May 10, 2013) the number and percentage of shares of AMR's common stock beneficially owned by its directors, its named executive officers, and its directors and executive officers as a group. The number and percentage of shares of common stock beneficially owned is determined under the rules of the SEC and is not necessarily indicative of beneficial ownership for any other purpose. To AMR's knowledge, and except as indicated in the footnotes to this table, each person named in the table has sole voting

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and investment power with respect to the shares opposite such person's name, and none of the individuals below has pledged any shares of AMR's common stock. The address for each individual listed below is c/o P.O. Box 619616, MD 5675, Dallas/Fort Worth International Airport, TX 75261-9616.

Name	AMR Common Stock ^(a) , (b)(c) (#)	Percent of Class (%)
John W. Bachmann	26,500	*
Stephen M. Bennett	20,000	*
Armando M. Codina	1,000	*
Alberto Ibarguien	9,000	*
Ann M. Korologos	7,800	*
Michael A. Miles	15,000	*
Philip J. Purcell	10,000	*
Ray M. Robinson	3,000	*
Judith Rodin	1,000	*
Matthew K. Rose	1,000	*
Roger T. Staubach	5,000	*
Thomas W. Horton	724,538	*
Isabella D. Goren	421,442	*
Daniel P. Garton	670,724	*
Gary F. Kennedy	415,378	*
James B. Ream	198,510	*
Directors and executive officers as a group (15 persons)	2,529,892	*

* Less than 1%

- (a) This column includes the following shares of common stock that may be acquired under stock options and SARs that are exercisable before May 10, 2013: 399,310 shares for Mr. Horton; 237,940 shares for Ms. Goren; 395,070 shares for Mr. Garton; 261,440 shares for Mr. Kennedy; and 85,980 shares for Mr. Ream.
- (b) See the section entitled "AMR's Compensation Discussion and Analysis - Executive Compensation - Outstanding Equity Awards at 2012 Fiscal Year-End Table" beginning on page 254 for other outstanding equity awards held by AMR's named executive officers that are not included in this table.
- (c) Upon the confirmation of the Plan, directors and officers of AMR who hold equity securities of AMR will have their existing equity securities of AMR eliminated and will otherwise be treated in the same manner as all other equity holders in accordance with the Plan.

Securities Owned by Certain Beneficial Owners

The following table presents information known to AMR about the beneficial ownership of its common stock as of May 10, 2013, by all persons and entities that beneficially own more than 5% of its outstanding common stock based on reports they filed with the SEC. The percentage is based upon the shares of AMR's common stock beneficially owned by each such entity according to those reports and the shares of its common stock outstanding on May 10, 2013.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership (#)	Percent of Class (%)
None		

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Director Independence and Transactions with Related Persons

Director Independence

AMR's board of directors has determined that each director, other than Mr. Horton, is independent as defined by the NYSE listing standards and the AMR board's governance policies. As an employee, Mr. Horton is not considered independent under the NYSE rules and the AMR's board governance policies.

The board of directors of AMR has standing audit, compensation, diversity, and nominating/corporate governance committees. All members of the audit committee are independent under SEC and NYSE rules and the board's governance policies. All members of AMR's compensation, diversity, and nominating/corporate governance committees are also independent under NYSE rules and AMR's board governance policies. Although AMR's securities were delisted from the NYSE, AMR continues to determine the independence of directors under the NYSE listing standards. No member of its audit, compensation, diversity, or nominating/corporate governance committees is a current or former employee or officer of AMR or any of its affiliates. A copy of the governance policies of AMR's board of directors is available on the Investor Relations section of AMR's website located at www.aa.com/investorrelations by clicking on the "Corporate Governance" link.

In making these determinations, AMR's board of directors considered information provided by the directors, information from AMR's records, and advice from counsel.

Transactions with Related Persons

AMR's board of directors has adopted a written policy for the review, approval, or ratification of related party transactions. Under AMR's policy, a related party transaction is defined as a transaction or series of related transactions with AMR totaling \$120,000 or more and in which any of its executive officers, directors, director nominees, persons owning five percent or more of AMR's outstanding common stock, or any of their immediate family members has a direct or indirect material interest. Certain interests and transactions are by their nature not material and are not subject to the policy. AMR's nominating/corporate governance committee considers related party transactions under the policy with the assistance of AMR's general counsel and chief compliance officer or corporate secretary. In doing so, the committee considers: (i) the size of the transaction, including the amount of compensation payable to or receivable by the related party; (ii) the nature of the related party's interest; and (iii) whether the transaction may involve a conflict of interest, among other factors. In 2012, AMR did not report any transactions with related persons.

Principal Accounting Fees and Services

Fees for professional services rendered by AMR's independent auditors in each of the last two fiscal years, in each of the following categories, including related expenses are:

	2012	2011
	<i>(Amounts in thousands)</i>	
Audit Fees	\$ 3,939	\$ 2,551
Audit-Related Fees	1,219	2,445
Tax Fees	77	200
All Other Fees	0	0
Total Fees	\$ 5,235	\$ 5,196

Audit Fees are fees for (i) the audit of AMR's consolidated financial statements; (ii) the audit of internal control over financial reporting; (iii) the review of the interim condensed consolidated financial statements included in quarterly reports; (iv) services that are normally provided by Ernst & Young LLP (Ernst & Young) in connection with statutory and regulatory filings or engagements and attest services, except those not required by statute or regulation; and (v) consultations related to financial accounting and reporting standards.

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Audit-Related Fees are fees for assurance and other services that are reasonably related to the performance of the audit or review of AMR's consolidated financial statements and are not reported under Audit Fees. These services include (i) employee benefit plan audits; (ii) fees for services provided on proposed transactions; (iii) attest services that are not required by statute or regulation; and (iv) consultations related to financial accounting and reporting standards that do not impact the annual audit.

Tax Fees are tax compliance/preparation and other tax services. Tax compliance/preparation consists of fees for professional services related to (i) federal, state, and international tax compliance; (ii) assistance with tax audits and appeals; (iii) expatriate tax services; (iv) assistance related to the impact of mergers, acquisitions, and divestitures on tax return preparation; and (v) miscellaneous tax consulting and planning.

There were no fees for other services not included above.

In selecting Ernst & Young as AMR's independent auditors for the fiscal year ending December 31, 2012, AMR's audit committee considered whether services other than audit and audit-related services provided by Ernst & Young are compatible with the firm's independence.

AMR's audit committee pre-approves all audit and permissible non-audit services provided by Ernst & Young, including audit services, audit-related services, tax services, and other services. Pre-approval is generally provided for up to one year, and any pre-approval is detailed as to the particular service or category of services and includes an anticipated budget. In addition, the committee may also pre-approve particular services on a case-by-case basis. The committee has delegated pre-approval authority to its chairman. Under this delegation, the chairman must report any pre-approval decision by him to the committee. The committee pre-approved all such audit, audit-related, and permissible non-audit services in 2011 and 2012 in accordance with these procedures.

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AMR AUDIT COMMITTEE REPORT

The AMR audit committee reviewed and discussed the AMR 2012 audited consolidated financial statements with AMR's management, AMR's general auditor, and Ernst & Young. No members of AMR's management were present during several of the committee's discussions with Ernst & Young. The committee also met privately with AMR's general auditor several times in 2012.

The committee has also discussed with Ernst & Young the matters required to be discussed with the audit committee under Statement on Auditing Standards No. 61, Communication with Audit Committees, and Rule 2-07 of Regulation S-X, Communication with Audit Committees. The committee has received and reviewed the written disclosures and the letter from Ernst & Young required by the applicable requirements of the Public Company Accounting Oversight Board. The committee discussed with Ernst & Young its independence.

In reliance upon the reviews and discussions noted above, the committee recommended to AMR's board of directors that AMR's audited consolidated financial statements be included in AMR's Annual Report on Form 10-K for the fiscal year ended December 31, 2012.

AMR Audit Committee:

John W. Bachmann, Chairman

Alberto Ibargüen

Ray M. Robinson

This report of AMR's audit committee is not deemed to be soliciting material or to be filed with the SEC or subject to the SEC's proxy rules or the liabilities of Section 18 of the Exchange Act, and the report will not be deemed to be incorporated by reference into any prior or subsequent filing by AMR under the Securities Act or the Exchange Act.

Table of Contents**PART IV US AIRWAYS GROUP ANNUAL MEETING PROPOSALS****PROPOSAL 4: ELECTION OF DIRECTORS**

The US Airways Group board of directors currently consists of eight members. All directors are also directors of US Airways Group's principal operating subsidiary, US Airways.

Upon the recommendation of the corporate governance and nominating committee, US Airways Group's board of directors has nominated Denise M. O'Leary and George M. Philip to serve as directors in Class II. Each nominee is currently a director of US Airways Group.

If re-elected as a director at the 2013 Annual Meeting of Stockholders, each of the nominees would serve a three-year term expiring at the US Airways Group 2016 annual meeting of stockholders and until his or her successor has been duly elected and qualified. If each of these nominees is elected, the board will consist of eight directors divided into three classes as follows: three directors in Class I (terms expiring in 2015), two directors in Class II (terms expiring in 2016), and three directors in Class III (terms expiring in 2014).

If US Airways Group's stockholders adopt the Merger Agreement, upon the Closing, US Airways Group will become a wholly-owned subsidiary of AAG, and the members of US Airways Group's board of directors will be replaced. See the section entitled "The Merger Agreement Post-Merger Governing Documents, Directors and Officers, Corporate Name, and Headquarters" beginning on page 113 for a detailed description of the composition of the AAG board upon the Closing.

Each of the nominees has consented to serve another term as a director, if re-elected. If any of the nominees should be unavailable to serve for any reason (which is not anticipated), the board of directors may designate a substitute nominee or nominees (in which event the persons named on the proxy card will vote the shares represented by all valid proxies for the election of the substitute nominee or nominees), or allow the vacancies to remain open until a suitable candidate or candidates are located.

The US Airways Group board of directors unanimously recommends that the stockholders vote **FOR** the proposal to re-elect Denise M. O'Leary and George M. Philip to serve as directors of US Airways Group in Class II for a three-year term expiring at the US Airways Group 2016 annual meeting of stockholders and until their successors have been duly elected and qualified.

Directors and Director Nominees

The following table lists US Airways Group's director nominees and continuing directors as of May 10, 2013, including their ages, their class and any committees of the US Airways Group board of directors on which they serve.

Name	Age	Class	Committee Service
Denise M. O'Leary	55	II	audit and compensation and human resources committees
George M. Philip	65	II	audit and corporate governance and nominating committees
W. Douglas Parker	51	III	labor committee
Bruce R. Lakefield	69	III	finance and labor committees
William J. Post	62	III	corporate governance and nominating, finance, and labor committees
Matthew J. Hart	61	I	audit, compensation and human resources, and finance committees
Richard C. Kraemer	69	I	audit, compensation and human resources, and corporate governance and nominating committees
Cheryl G. Krongard	57	I	compensation and human resources and finance committees

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Set forth below is certain information as of May 10, 2013 regarding US Airways Group's director nominees and continuing directors, including their qualifications, and principal occupations (which have continued for at least the past five years unless otherwise noted). There are no family relationships among the directors and executive officers.

Director Nominees

The two director nominees are listed below.

Denise M. O'Leary

Ms. O'Leary has been a private investor in early stage companies since 1996. From 1983 until 1996, she was employed at Menlo Ventures, a venture capital firm, first as an associate and then as a general partner. She serves as a director of Medtronic, Inc. and Calpine Corporation. Additionally, she serves on the boards of directors of the Corporation for Supportive Housing and the Denver Foundation and is a member of the boards of trustees of the Bonfils-Stanton Foundation and the University of Denver. Ms. O'Leary served as a director of America West and America West Airlines, Inc. (AWA) from 1998 to 2007 and became a member of the boards of US Airways Group and US Airways in 2005.

The board believes that Ms. O'Leary's financial expertise, her experience in the oversight of risk management, her human resources expertise, her extensive service as a public company director, her success as an investor, and her airline industry expertise gained as a director of America West and US Airways Group make her qualified to serve as a director.

George M. Philip

Mr. Philip retired as president of the University at Albany, State University of New York, on January 2, 2013. From 1971 to 2007 he served in various positions with the New York State Teachers' Retirement System and retired after 13 years as executive director. He also serves as a member of the board of directors of First Niagara Financial Group, Inc., vice chair of the St. Peter's Hospital board of directors, and chair of the Catholic Health East investment committee. Mr. Philip is a member of the Kentucky Teachers' Retirement System Investment Advisory Committee and the board of directors of Fuller Road Management Corporation, a not-for-profit company. In past years, Mr. Philip was director of The Research Foundation at SUNY, president of the executive committee of the National Council on Teacher Retirement, chair of the Council of Institutional Investors, chair of the University at Albany Council, SUNY, a member of the board of Saratoga Performing Arts Center, and a member of the NYSE Pension Managers Advisory Committee and the State Academy of Public Administration. Mr. Philip has served as a director of US Airways Group and US Airways since 2004.

The board believes that Mr. Philip's financial expertise, his corporate governance expertise, his experience in working in and managing large, complex organizations, his experience in the oversight of risk management, his success as an investor, and his airline industry experience gained as a director of US Airways Group make him qualified to serve as a director.

Continuing Directors

The six directors whose terms will continue after the 2013 Annual Meeting of Stockholders and will expire at the 2014 annual meeting of stockholders (Class III) or the 2015 annual meeting of stockholders (Class I) are listed below.

W. Douglas Parker

Mr. Parker has served as chairman of the board and chief executive officer of US Airways Group and US Airways since 2005. Mr. Parker also served as president of US Airways Group and US Airways from 2005 to 2006. Mr. Parker served as chairman of the board and chief executive officer of America West and AWA from

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2001 to 2007 and served as a director of America West and AWA from 1999 to 2007. Mr. Parker joined AWA as senior vice president and chief financial officer in 1995. He was elected president of AWA in 2000 and chief operating officer of AWA in 2000. Mr. Parker served on the board of directors of Pinnacle West Capital Corporation from 2007 until February 2012.

The board believes that Mr. Parker's financial and airline marketing expertise, his human resources and labor relations expertise, his nearly quarter century of experience in the airline industry, his 16 years' experience as a senior airline executive charged with developing and executing America West's and US Airways Group's strategies, his more than ten years of experience as the chairman and chief executive officer of US Airways Group, his mergers and acquisitions experience, and his service as a public company director make him qualified to serve as a director.

Bruce R. Lakefield

Mr. Lakefield served as president and chief executive officer of US Airways Group and US Airways from 2004 to 2005. US Airways Group and US Airways filed for bankruptcy protection under Chapter 11 in September 2004 which case culminated in the Merger of US Airways Group and America West in 2005. After this, Mr. Lakefield served as vice chairman of the board of US Airways Group and US Airways. Mr. Lakefield served as chairman and chief executive officer of Lehman Brothers International from 1995 until 1999. He has served as a senior adviser to the investment policy committee of HGK Asset Management, Inc. from 2000 to 2004. Mr. Lakefield has served as a director of US Airways Group and US Airways since 2003.

The board believes that Mr. Lakefield's financial and financial services sector expertise, his experience as a senior executive working at large, complex organizations, his service as a public company director, his success as an investor, and his airline experience gained as the president and chief executive officer, vice chairman, and a director of US Airways Group make him qualified to serve as a director.

William J. Post

Mr. Post served as chairman of the board of Pinnacle West Capital Corporation, an energy holding company, from 2001, and chief executive officer from 1999, until he retired in April 2009. Mr. Post served as a director of Pinnacle West from 1997 and Arizona Public Service Company, its major subsidiary and an electric utility, from 1994 until May 2010. Mr. Post previously served in other management capacities at Pinnacle West, including as president from 1997 until 2008, as chief executive officer of Arizona Public Service Company from 1998 until 2002 and as its chairman from 2001 until April 2009. Currently, Mr. Post serves as chairman of Swift Transportation Company, a position he has held since January 2011, and as a director of First Solar, Inc. since June 2010. He previously served as member of the board of directors of Phelps Dodge Corporation (now Freeport McMoRan) from 2001 until November 2007. He also holds various positions at certain charitable and educational entities, including as chairman of the Arizona State University board of trustees and its foundation, and as chairman of the Translational Genomics Research Institute. Mr. Post has served as a director of US Airways Group and US Airways since September 2011.

The board believes that Mr. Post's extensive experience operating in a complex and highly regulated environment, as well as his broad business knowledge and strategic perspective, make him qualified to serve as a director.

Matthew J. Hart

Mr. Hart was president and chief operating officer of Hilton Hotels Corporation, a hotel developer and operator, from 2004 until the acquisition of Hilton by the Blackstone Group in 2007. He served as executive vice president and chief financial officer of Hilton from 1996 to 2004. Before joining Hilton in 1996, Mr. Hart was senior vice president and treasurer of The Walt Disney Company from 1995 to 1996, and was executive vice president and chief financial officer for Host Marriott Corp. from 1993 to 1995. He serves on the boards of directors of Great American Group, Inc. and Air Lease Corporation and is a member of the board of directors of

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Heal the Bay, a non-profit organization. Mr. Hart previously served on the board of directors of Kilroy Realty Corporation from 1997 to 2008. Mr. Hart served on the boards of directors of America West and AWA from 2004 to 2005, and was elected to the boards of US Airways Group and US Airways in 2006.

The board believes that Mr. Hart is qualified to serve as a director because of his financial expertise, his risk management experience, his extensive experience as a senior operating and finance executive in developing strategies for large public companies and, in particular, companies in the travel industry, his mergers and acquisitions experience, his service as a public company director, and his airline experience gained as a director of Air Lease, America West, and US Airways Group.

Richard C. Kraemer

Mr. Kraemer is president of Chartwell Capital, Inc., a private investment company. Mr. Kraemer served as a director of America West and AWA from 1992 to 2007. He became a member of the boards of US Airways Group and US Airways in 2005. Mr. Kraemer also serves as a member of the board of directors of Knight Transportation, Inc.

Mr. Kraemer, in his capacity as chairman of the corporate governance and nominating committee, has responsibility for a number of leadership duties customarily held by a lead independent director, including: (i) coordinating agendas for and presiding over regular meetings of the non-management directors of the board; (ii) communicating with Mr. Parker following those executive sessions and facilitating other communications between the board and Mr. Parker; (iii) coordinating the annual evaluation of the board and its committees and communicating the results of those evaluations; (iv) coordinating recommendations by the corporate governance and nominating committee for the assignment of directors to the board's committees; (v) discussing the nomination of each continuing director in advance of the end of that director's term; and (vi) leading the effort to recruit new directors.

The board believes that Mr. Kraemer is qualified to serve as a director because of his financial expertise, his corporate governance, human resources and labor relations expertise, his experience in developing strategy for, and managing, a large public company such as America West, his success as an investor, and his airline experience gained as a director of America West and US Airways Group.

Cheryl G. Krongard

Ms. Krongard retired in 2004 as a senior partner of Apollo Management, L.P. At Apollo, her responsibilities included strategic planning, marketing, sales, and client communications. Ms. Krongard was the chief executive officer of Rothschild Asset Management Inc. from 1994 to 2000. She served as senior managing director for Rothschild North America Inc. from 1994 to 2000. Additionally, she served as a director of Rothschild North America, Rothschild Asset Management, Rothschild Asset Management BV, and Rothschild Realty Inc., and as managing member of Rothschild Recovery Fund L.P. She was elected a lifetime governor of the Iowa State University Foundation in 1997 and has served as chairperson of its investment committee. Ms. Krongard is also a member of the dean's advisory council, Iowa State University College of Business. Ms. Krongard also serves as a director of Legg Mason, Inc. and served as a director of Educate, Inc. (formerly Sylvan Learning) from June 2004 until June 2007. Ms. Krongard has served as a director of US Airways Group and US Airways since 2003.

The board believes that Ms. Krongard is qualified to serve as a director because of her financial and financial services sector expertise, her experience as a senior executive working at large, complex organizations, her service as a public company director, her success as an investor, and her airline experience gained as a director of US Airways Group.

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INFORMATION ABOUT US AIRWAYS GROUP'S BOARD OF DIRECTORS AND CORPORATE

GOVERNANCE

Corporate Governance Guidelines

US Airways Group's board of directors has adopted corporate governance guidelines to facilitate US Airways Group's mission and to set forth general principles and policies by which the board of directors will manage its affairs. The governance guidelines are reviewed annually by the corporate governance and nominating committee. The full text of the governance guidelines is posted on US Airways Group's website at www.usairways.com.

Director Independence

The governance guidelines adopted by US Airways Group contain standards for determining director independence that meet or exceed the existing listing standards adopted by the SEC and the NYSE. The governance guidelines define an independent director as one who:

the board of directors has affirmatively determined not to have a material relationship with US Airways Group (either directly or as a partner, stockholder, or officer of an organization that has a relationship with US Airways Group);

is not a member of US Airways Group's management or a US Airways Group employee and has not been a member of US Airways Group's management or a US Airways Group employee for a minimum of three years;

is not, and in the past three years has not been, affiliated with or employed by a present or former auditor of US Airways Group (or of an affiliate);

is not, and in the past three years has not been, part of an interlocking directorate in which one of US Airways Group's executive officers serves on the compensation committee of another company that concurrently employs the director;

has no immediate family members meeting the descriptions set forth in the above bullets; and

satisfies any additional requirements for independence promulgated from time to time by the NYSE.

The governance guidelines adopted by US Airways Group also note that the board of directors will consider all other relevant facts and circumstances, including issues that may arise as a result of any director compensation (whether direct or indirect), any charitable contributions US Airways Group makes to organizations with which a director is affiliated, and any consulting arrangement between US Airways Group and a director. The corporate governance and nominating committee reports annually to the full board of directors on these matters.

Pursuant to US Airways Group's governance guidelines, the corporate governance and nominating committee and the board of directors undertake an annual review of director independence. Based on the committee's review in 2013, the board of directors affirmatively determined that all of US Airways Group's directors are independent of US Airways Group and US Airways Group's management under the standards set forth in the governance guidelines and under the NYSE listing standards, except for Mr. Parker, US Airways Group's chairman and chief executive officer. All of the members of the audit committee, the compensation and human resources committee, and the corporate governance and nominating committee are independent under the standards set forth in the governance guidelines and under applicable NYSE listing standards.

Board Meetings

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The board of directors conducts its business through meetings of the full board and through committees of the board of directors. The board of directors regularly meets with only non-management directors of the board of directors present. During 2012, US Airways Group's board of directors held 17 meetings. In 2012, each

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incumbent director attended at least 75% of the aggregate number of meetings of the board of directors held during the period for which he or she has been a director and of the committees on which he or she served.

Board Committees

The board of directors currently has five standing committees: the audit committee, the compensation and human resources committee, the corporate governance and nominating committee, the finance committee, and the labor committee.

Audit Committee

The audit committee currently is comprised of four non-employee directors, Messrs. Philip (chair), Hart and Kraemer, and Ms. O Leary. In 2012, the audit committee met ten times. The audit committee oversees US Airways Group's internal accounting function and oversees and reports to the board of directors with respect to other auditing and accounting matters, including the selection of its independent auditors, the scope of annual audits, fees to be paid to its independent auditors, and the performance of its independent auditors. US Airways Group's audit committee is also responsible for reviewing and approving all material transactions with any related party. A copy of the audit committee charter is available on US Airways Group's website at www.usairways.com.

The audit committee meets the NYSE composition requirements, including the requirements dealing with financial literacy and financial sophistication. US Airways Group's board of directors has determined that all members of the committee are independent directors under the current NYSE listing standards, satisfy the independence requirements of Section 10A of the Exchange Act and Rule 10A-3(b)(1), and are independent within the meaning set forth in US Airways Group's governance guidelines. In addition, the board of directors has determined that each member of the committee is an audit committee financial expert as defined by the SEC.

Compensation and Human Resources Committee

The compensation and human resources committee currently is comprised of four non-employee directors, Messrs. Hart (chair) and Kraemer and Ms. Krongard and O Leary. The compensation and human resources committee met six times in 2012. The committee reviews and approves the compensation for US Airways Group's executive officers. The committee also administers the 2008 Plan, the 2011 Plan, and other employee benefit plans. A copy of the compensation and human resources committee charter is available on US Airways Group's website at www.usairways.com.

US Airways Group's board of directors has determined that all members of the compensation and human resources committee are independent within the meaning of NYSE listing standards and US Airways Group's governance guidelines, are non-employee directors as defined by Rule 16b-3 under the Exchange Act, and are outside directors within the meaning of Section 162(m) of the Code and related regulations.

Compensation and Human Resources Committee Process for Executive Compensation. US Airways Group's compensation and human resources committee's charter gives the compensation and human resources committee the authority and responsibility to review and approve US Airways Group's overall compensation strategy and policies, including performance goals for executive officers. The compensation and human resources committee is responsible for reviewing and approving the compensation and other terms of employment of US Airways Group's chief executive officer and for evaluating his performance. The committee is also responsible for reviewing and approving the compensation and other terms of employment of the other executive officers, with input from the chief executive officer. The committee periodically reviews and assesses the performance of US Airways Group's executive officers, with input from individual members of senior management, the full board of directors, and any other appropriate persons. The committee administers US Airways Group's incentive plans and approves awards under those plans, determines the general design of non-

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executive compensation plans, and makes recommendations to the board of directors regarding changes to US Airways Group's executive compensation and benefit plans. The committee is also responsible for oversight of US Airways Group's significant human resources policies, compensation risk management, and succession planning, as well as oversight of US Airways Group's workforce diversity.

The committee has the authority to delegate its duties to subcommittees, but to date has not done so. The committee has delegated a limited amount of its authority to administer, interpret, and amend US Airways Group's general employee benefit plans to US Airways Group's senior-most human resources officer (currently the executive vice president people, communications, and public affairs) and the administration of the 2011 Plan to US Airways Group's chief executive officer, the executive vice president corporate and government affairs, and the executive vice president people, communications, and public affairs in connection with the assignment by persons who are not executive officers of certain awards, but did not delegate the authority to approve changes that would materially change the cost of the plans or any authority regarding US Airways Group's incentive compensation plans.

Early in the calendar year, the committee reviews the annual incentive program results from the prior year, establishes the performance goals for the current year, evaluates US Airways Group's executive officers' individual performance and approves the compensation and human resources committee's report for US Airways Group's proxy statement. The committee has adopted an equity grant policy to standardize the timing, practices, and procedures in granting equity awards. The policy provides that equity grants, other than new hire, promotion, or special purpose grants, will be granted once per year at the second regularly scheduled meeting of the committee or at a special meeting held for this purpose as close in time to the regularly scheduled meeting as possible. Throughout the year, as needed or appropriate, the committee considers merit increases in base salaries for executive officers, authorizes equity grants associated with internal promotions and new hires of all employees, and approves compensation for internal promotions and new hires of officers. The committee also monitors and evaluates US Airways Group's benefit plans and agreements with executive officers and management employees throughout the year and recommends adjustments as needed.

The committee generally receives information from US Airways Group's chief executive officer, US Airways Group's senior-most human resources officer (currently the executive vice president people, communications, and public affairs), and compensation consultants engaged by the committee for its consideration regarding officer compensation. The committee has sole authority to retain and terminate any outside advisers, such as compensation consultants and legal counsel, and to determine their compensation. In 2012, the compensation and human resources committee continued to engage Towers Watson as its independent compensation consultant to assist in administering executive compensation programs. In 2012, the committee asked Towers Watson to review and provide assistance for the 2012 performance metrics of the incentive compensation plan and long-term incentive performance program, as well as counsel in allocating the annual equity grants for 2012. The committee also used Towers Watson's services to assist in analyzing other executive compensation matters and provide briefings from time to time on legislative and regulatory matters concerning or related to executive compensation. The total annual expense for the executive compensation advising services provided by Towers Watson to the committee during 2012 was approximately \$125,000.

In 2012, management engaged Towers Watson to perform other services for US Airways Group that are not part of the executive compensation services provided to the committee. US Airways Group used Towers Watson as its actuary to measure certain obligations for self-insured employee long-term disability, workers compensation claims, and employee post-retirement medical benefits. This was performed on an interim and annual basis for financial reporting purposes. Additionally, US Airways Group used Towers Watson as its actuary to annually measure US Airways Group's obligations related to a defined benefit pension plan covering certain Canadian employees. The total annual expense for this work was approximately \$400,000 in 2012. The committee did not participate in management's decision to engage Towers Watson for these additional services. The committee has assessed whether the services provided by Towers Watson raised any conflicts of interest pursuant to the SEC and NYSE rules, and has concluded that no such conflicts of interest exist.

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Compensation Committee Interlocks and Insider Participation

None of US Airways Group's executive officers or directors serves as a member of the board of directors or compensation committee of any entity that has one or more of its executive officers serving as a member of US Airways Group's board of directors or compensation and human resources committee.

Corporate Governance and Nominating Committee

The corporate governance and nominating committee currently is comprised of three non-employee directors, Messrs. Kraemer (chair), Philip, and Post. The corporate governance and nominating committee met five times in 2012. The committee oversees all aspects of US Airways Group's corporate governance functions on behalf of the board of directors, including (i) identifying individuals qualified to become board members; (ii) recommending to the board of directors the selection of director nominees; (iii) reviewing and assessing US Airways Group's governance guidelines; (iv) taking actions with respect to incumbent directors who fail to receive the required vote for re-election in uncontested elections, including accepting or not accepting previously tendered resignations or requesting that such directors submit resignations; and (v) overseeing the monitoring and evaluation of US Airways Group's corporate governance practices. The committee's role includes oversight of the procedures for compliance with significant applicable legal, ethical, and regulatory requirements that impact corporate governance. A copy of US Airways Group's corporate governance and nominating committee charter is available on US Airways Group's website at www.usairways.com.

The board of directors has determined that all members of the committee are independent within the meaning of NYSE listing standards and US Airways Group's governance guidelines.

Corporate Governance and Nominating Committee Process for Director Compensation. The corporate governance and nominating committee's charter gives the committee the authority and responsibility for reviewing the compensation of US Airways Group's non-employee directors and making recommendations regarding changes to the full board of directors. On an annual basis, the committee reviews director compensation and determines whether adjustments in compensation levels are needed.

The corporate governance and nominating committee generally receives proposals and information from US Airways Group's chief executive officer, outside consultants, and publications in connection with its review of director compensation. The committee has authority to retain and terminate any outside advisers, such as compensation consultants and legal counsel, and to determine their compensation. In 2012, the committee did not engage an outside compensation consultant.

Director Nominees

Each of the two current nominees for director in Class II recommended for election by the stockholders at the 2013 Annual Meeting of Stockholders are current members of the board of directors. The effectiveness of the board of directors and the recruitment of directors are overseen by the corporate governance and nominating committee. In evaluating candidates for director, the committee considers the qualifications described below. Based on the committee's evaluation of each of the current nominees' qualifications and his or her prior performance as a director, the committee determined to recommend the two Class II directors for re-election. The committee received no nominations from stockholders for the 2013 Annual Meeting of Stockholders.

Consistent with its charter, the committee proposes for nomination existing directors and new candidates who have the highest personal and professional integrity, have demonstrated exceptional intelligence and judgment, have proven leadership skills, are committed to US Airways Group's success, and have the ability to work effectively with US Airways Group's chief executive officer and other members of US Airways Group's board of directors. Also, a nominee must possess skills, experience, and expertise appropriate to best serve the long-term financial interests of US Airways Group's stockholders.

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US Airways Group's board of directors currently includes a group of individuals who have demonstrated success and leadership in a variety of fields and endeavors, with a broad diversity of experience, professions, skills, expertise, education, geographic representation, and backgrounds. Importantly, the board of directors includes, and the committee continues to seek, individuals with a diversity of opinions, personal experiences, and perspectives, and the board of directors believes that US Airways Group's board does, and should continue to, be comprised of persons who can contribute experience in public company board service and areas such as strategic planning, leadership of large, complex organizations, mergers and acquisitions, finance, risk management, customer service, consumer marketing, labor relations, human resources, leadership assessment and diversity, safety, investing, information technology, and community service. The committee does not assign specific weights to particular criteria and no particular criterion is necessarily applicable to all prospective nominees.

US Airways Group's corporate governance guidelines specify that it is the board of directors' objective that it be composed of individuals who have, among other things, a diversity of skills, expertise, and perspective appropriate for the business and operation of US Airways Group. The committee believes that the backgrounds and qualifications of US Airways Group's directors provide a significant mix of those experiences, expertise, and abilities. Once a year, the committee evaluates the performance of the board of directors and committees in an effort to facilitate the continuous improvement of the board of directors as well as to assess the specific qualifications, experiences, and perspectives of future director candidates that would be most valuable and impactful to US Airways Group's success.

In accordance with NYSE listing standards, the board of directors ensures that at least a majority of US Airways Group's board is independent under the NYSE definition of independence, and that the members of the board of directors, as a group, maintain the requisite qualifications under NYSE listing standards for populating the audit, compensation and human resources, and corporate governance and nominating committees.

US Airways Group has a classified board of directors. However, US Airways Group has undertaken that, if US Airways Group is an independent public company in 2014, US Airways Group will submit to the 2014 annual meeting of stockholders of US Airways Group a proposal to transition to an unclassified board. Pursuant to the AAG Certificate of Incorporation, AAG's board will not be classified.

Any stockholder wishing to nominate a director candidate should submit in writing the candidate's name, biographical information, and business qualifications, and any other information as required by US Airways Group's amended and restated bylaws, to Richard C. Kraemer, chairman of the corporate governance and nominating committee, US Airways Group, Inc., 111 West Rio Salado Parkway, Tempe, Arizona 85281. All submissions must be accompanied by the written consent of the proposed nominee to be named as a nominee, if nominated by the corporate governance and nominating committee, and to serve as a director, if elected. US Airways Group's amended and restated bylaws require that written recommendations be received by US Airways Group no sooner than 120 days and no later than 90 days prior to the first anniversary of the preceding year's annual meeting of stockholders. For the 2014 annual meeting of stockholders, notice must be delivered no sooner than _____, 2014, and no later than _____, 2014. All qualified submissions are reviewed by the committee at the next appropriate meeting. The committee has a policy of considering candidates who are nominated by stockholders for membership to the board of directors in the same manner as candidates recommended by members of the board of directors.

If the Merger is consummated, there will be no annual meeting of US Airways Group's stockholders in 2014. Instead, AAG will hold an annual meeting of stockholders in 2014, in which case AAG will disclose in a filing with the SEC, such as a current report on Form 8-K, the deadline for submitting stockholder nominations to be considered for inclusion in the proxy statement for AAG's 2014 annual meeting of stockholders. Such nominations must comply with SEC regulations regarding the inclusion of stockholder nominations in AAG's proxy materials. Pursuant to the AAG Bylaws, in order for a stockholder to present a nomination at the AAG 2014 annual meeting of stockholders, other than nominations to be included in AAG's proxy statement as described above, the stockholder must deliver proper notice to AAG's corporate secretary at AAG's principal executive offices not later than the 90th day prior to such annual meeting of stockholders or, if later, the tenth day

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following the day on which public disclosure of the date of such annual meeting of stockholders is first made. Stockholders are advised to review the AAG Bylaws, the form of which is attached to this proxy statement/prospectus as Annex D, because they contain additional requirements with respect to advance notice of stockholder nominees.

The finance committee currently is comprised of four non-employee directors, Messrs. Lakefield (Chair), Hart, and Post, and Ms. Krongard. The finance committee met six times in 2012. The committee assists the board of directors through oversight of US Airways Group's financial affairs and recommends to the board financial policies and courses of action, including operating and capital budgets, to accommodate US Airways Group's goals and operating strategies. A copy of US Airways Group's finance committee charter is available on US Airways Group's website at www.usairways.com.

The labor committee currently is comprised of Messrs. Parker (Chair), Lakefield, and Post. The labor committee met five times in 2012. The committee meets with representatives of US Airways Group's labor organizations to discuss ideas and concerns of the labor organizations. A copy of US Airways Group's labor committee charter is available on US Airways Group's website at www.usairways.com.

Board Leadership and Structure

US Airways Group has combined the roles of chairman of the board of directors and chief executive officer because US Airways Group believes that to be the most advantageous leadership structure for US Airways Group and the structure that strikes the appropriate balance between effective and efficient company leadership and oversight by non-management directors.

The leadership of US Airways Group's board of directors is the responsibility of US Airways Group's chairman of the board and chief executive officer, W. Douglas Parker. In addition, Richard C. Kraemer, in his capacity as chairman of the corporate governance and nominating committee, has responsibility for a number of leadership duties customarily held by a lead independent director, including (i) coordinating agendas for and presiding over regular meetings of the non-management directors of the board of directors; (ii) communicating with Mr. Parker following those executive sessions and facilitating other communications between the board of directors and Mr. Parker; (iii) coordinating the annual evaluation of the board of directors and its committees and communicating the results of those evaluations; (iv) coordinating recommendations by the corporate governance and nominating committee for the assignment of directors to the board's committees; (v) discussing the nomination of each continuing director in advance of the end of that director's term; and (vi) leading the effort to recruit new directors. US Airways Group believes that this leadership structure is in the best interests of US Airways Group and its stockholders.

US Airways Group believes its current board of directors' leadership structure is optimal for US Airways Group because it demonstrates strong and experienced leadership to US Airways Group's stockholders, employees, customers, and other stakeholders, with a single person setting the tone and having primary responsibility for managing US Airways Group's strategy and operations. Mr. Parker brings to US Airways Group a comprehensive knowledge of US Airways Group's business, a unique combination of financial, marketing, human resources, and labor relations expertise and leadership skills, mergers and acquisitions experience, nearly a quarter century of experience in the airline industry, 17 years experience as a senior airline executive charged with developing and executing America West's and US Airways Group's strategies, more than ten years of experience as the chairman and chief executive officer of America West and/or US Airways Group, and prior service as a director of another large public company.

In his position as chief executive officer, Mr. Parker has primary responsibility for the day-to-day operations of US Airways Group and provides consistent leadership on US Airways Group's key strategic objectives. In his role as chairman of the board, he sets the strategic priorities for the board of directors, presides over its meetings, and communicates its recommendations, decisions, and guidance to the other members of senior management. The board of directors believes that the combination of these two roles with Mr. Parker provides consistent

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communication and coordination throughout the organization, is an effective and efficient implementation of corporate strategy, and is important in unifying US Airways Group's employees behind a single vision. In addition, Mr. Parker is the most knowledgeable member of the board of directors regarding US Airways Group's business, challenges, and the risks US Airways Group faces and, in his role as chairman, Mr. Parker is able to most effectively facilitate the board's oversight of those matters.

The board of directors believes US Airways Group's combined leadership structure is appropriately balanced by (i) the independence of all of US Airways Group's directors, other than Mr. Parker, each of whom has significant experience as a director of US Airways Group and working in leadership roles at public companies and other large, complex organizations; (ii) the four principal committees of the board, each of which is chaired by an independent director; and (iii) the role of Mr. Kraemer as chairman of the corporate governance and nominating committee, which includes many of the responsibilities customarily held by a lead independent director.

Board Self-Evaluation

The corporate governance and nominating committee conducts an annual assessment of the performance of the board of directors, including board committees, and provides the results to the full board of directors for discussion. The purpose of the review is to increase the effectiveness of US Airways Group's board of directors as a whole and of each of US Airways Group's committees. The assessment includes evaluation of the board of directors and each committee's contribution as a whole, specific areas in which the board of directors, the committee, and/or management believe better contributions could be made, and overall board of directors and committee composition and makeup.

Code of Ethics

All of US Airways Group's employees, including its principal executive officer, its principal financial and accounting officer, and its directors are required by US Airways Group's Code of Business Conduct and Ethics, or Code of Ethics, to conduct US Airways Group's business in the highest legal and ethical manner. US Airways Group's Code of Ethics meets the requirements of a code of ethics as defined by Item 406 of Regulation S-K and the requirements of a code of business conduct and ethics under NYSE listing standards. The full text of US Airways Group's Code of Ethics is available on US Airways Group's website at www.usairways.com under the links Company info About US Investor relations Corporate governance. US Airways Group will also provide a copy of its Code of Ethics to stockholders, free of charge, upon request to its corporate secretary. US Airways Group intends to post amendments to or waivers from the Code of Ethics as required by applicable SEC and NYSE rules at this location on its website.

US Airways Group's employees are required to report any conduct that they believe in good faith to be an actual or apparent violation of the Code of Ethics. The audit committee has established procedures to receive, retain, and address complaints regarding accounting, internal accounting controls, or auditing matters and to allow for the confidential and anonymous submission by employees of related concerns.

Board of Directors Role in Risk Oversight

US Airways Group's board of directors oversees an enterprise-wide approach to risk management, designed to support the achievement of organizational objectives, including strategic objectives, to improve long-term organizational performance, and to enhance stockholder value. A fundamental part of risk management is not only understanding the risks US Airways Group faces and what steps management is taking to manage those risks, but also understanding what level of risk is appropriate for US Airways Group. Management is responsible for establishing US Airways Group's business strategy, identifying and assessing the related risks, and establishing appropriate risk management practices. US Airways Group's board of directors, either directly or through one or more of its committees, reviews US Airways Group's business strategy and management's assessment of the related risk and discusses with management the appropriate level of risk for US Airways

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Group. US Airways Group has not established a separate risk committee because US Airways Group's board of directors believes that the most significant risks faced by US Airways Group (*e.g.*, general economic conditions, fuel prices, and the industry competitive environment) are most properly addressed by the full board.

The board administers its risk oversight function and meets with management at least five times per year to receive updates with respect to US Airways Group's operations, business strategies, and the monitoring of related risks. In 2012, the board, in its oversight of US Airways Group's risk management process, continued to focus on the risk management processes resulting from US Airways Group's comprehensive risk study prepared in 2011 to help mitigate enterprise risk and to enhance risk management. US Airways Group's executive vice president corporate and government affairs is tasked with coordinating and supporting the board's and the committee's oversight of risk management generally. In respect of certain issues, the board also oversees directly or delegates oversight to board committees, and is supported by other members of senior management, in respect of selected elements of risk:

The board directly oversees the management of several important risks faced by US Airways Group, including risks associated with the day-to-day operation of the airline and the interruption of airline service, airline market perception, revenue production, US Airways Group's information technology systems, political developments and industry regulation, environmental compliance, and labor issues and costs;

US Airways Group's audit committee oversees financial risk exposures, including monitoring the integrity of the financial statements, internal controls over financial reporting, and the independence of the independent auditor of US Airways Group, and meets at least five times per year with US Airways Group's internal auditors, independent auditors, chief financial officer, vice president and controller, and legal advisers. The audit committee receives regular risk and internal controls assessment reports US Airways Group's independent auditors and internal auditors. The audit committee also assists the board of directors in fulfilling its oversight responsibility with respect to legal exposures and compliance with regulatory matters related to the preparation of US Airways Group's financial statements. The audit committee also monitors US Airways Group's whistleblower hot line with respect to financial reporting matters;

US Airways Group's finance committee oversees financial, credit, debt covenant, liquidity, and fuel price risk by working with US Airways Group's finance and treasury functions to evaluate elements of financial risk, monitor debt covenant compliance, and advise on financial strategy, capital structure, long-term liquidity needs, and the implementation of risk mitigation strategies. US Airways Group's chief financial officer and treasurer meet five times per year with US Airways Group's finance committee to discuss and advise on elements of these risks;

US Airways Group's corporate governance and nominating committee oversees governance related risks by working with US Airways Group's chief executive officer, executive vice president corporate and government affairs, and outside counsel to establish corporate governance guidelines applicable to US Airways Group, including recommendations regarding director nominees, the determination of director independence, board leadership structure, and membership on board committees. The corporate governance and nominating committee meets five times per year with those executives to monitor and advise regarding those risks; and

US Airways Group's compensation and human resources committee oversees risk management by participating in the creation of, and approving, compensation structures that create incentives that encourage a level of risk-taking behavior consistent with US Airways Group's business strategy as is further described in the section entitled Risk Assessment with Respect to Compensation Practices below. The compensation and human resources committee also works with US Airways Group's chief executive officer and executive vice president people, communications and public affairs to oversee risks associated with the retention of US Airways Group's most senior executives. The committee meets five times per year with those executives to monitor and advise regarding those risks.

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Risk Assessment with Respect to Compensation Practices

US Airways Group's management and the compensation and human resources committee have reviewed US Airways Group's compensation policies and practices for US Airways Group's employees as they relate to US Airways Group's risk management and, based upon these reviews, US Airways Group believes that any risks arising from such policies and practices are not reasonably likely to have a material adverse effect on US Airways Group in the future. US Airways Group's basis for this conclusion includes that US Airways Group's compensation programs, and especially its executive compensation programs, are designed to include the following features:

Compensation payments are subject to maximums or guidelines as contrasted with purely discretionary pay-out decisions. While US Airways Group's annual cash incentive program and annual equity grants include an individual modifier component, those are subject to maximums and can only be implemented upon approval by the compensation and human resources committee;

Cash bonus and equity compensation plans contain defined, overlapping, and concurrent performance or time based vesting periods which are intended to extend the measurement of pre-defined goals for long-term results versus short-term results;

US Airways Group's incentive compensation plans include a diverse and blended set of pre-established goals and metrics that focus on a variety of areas across US Airways Group, including financial, operational (for employees who are not executive officers), TSR and the achievement of individual goals. In addition, the goals established in US Airways Group's executive compensation programs are not subject to mid-period adjustment. US Airways Group's all-employee incentive compensation program is also not subject to mid-year adjustment;

While US Airways Group's operational goals could drive significant short-term compensation for employees who are not executive officers, these are balanced by other programs that are designed to deliver longer-term compensation. In addition, US Airways Group's achievement of operational goals to the detriment of financial goals is intended to be avoided by more heavily weighting senior (non-executive) compensation to financial goal achievement and equity-linked compensation; executive officers do not have short-term compensation linked to operational goals;

Incentive compensation payments or awards are made at a reasonable period after the end of the performance period, and routinely at the same time each year;

Actual US Airways Group performance results are reviewed and verified by a variety of departments (including finance, human resources, internal audit, and legal) and are also reviewed by US Airways Group's external advisers. These results are reported to the compensation and human resources committee, the audit committee, and the board of directors;

US Airways Group has in place a "claw-back" policy in accordance with the Sarbanes-Oxley Act of 2002, as amended ("SOX"), and plans to further amend that policy to comply with the requirements of the Dodd-Frank Act upon the SEC's completion of the rulemaking process required by the statute;

US Airways Group has in place stock ownership guidelines for members of its board of directors and for US Airways Group's named executive officers;

US Airways Group has in place a policy that prohibits trading activity in US Airways Group's stock by employees deemed improperly risky, including short-term trading, short sales, trading in publicly-traded options, and hedging transactions; and

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There is no individual business unit within US Airways Group that carries a significant portion of US Airways Group's risk profile or that has compensation that is structured differently than other business units within US Airways Group.

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For a discussion of the principles underlying US Airways Group's compensation policies of its executive officers who are named in the US Airways Group Executive Compensation Summary Compensation Table, see the section entitled US Airways Group Compensation Discussion and Analysis beginning on page 299, which is incorporated by reference herein.

Annual Meeting Attendance

All of US Airways Group's directors attended the 2012 annual meeting of stockholders held on June 14, 2012. US Airways Group does not have a policy regarding its directors' attendance at US Airways Group's annual meetings of stockholders.

Communications with the Board and Non-Management Directors

US Airways Group stockholders and other interested parties may communicate directly with any of US Airways Group's senior management, the members of the US Airways Group board of directors, or any chairman of a board committee, including Richard C. Kraemer, the chairman of US Airways Group's corporate governance and nominating committee, by writing directly to those individuals at US Airways Group's principal executive office at 111 West Rio Salado Parkway, Tempe, Arizona 85281. Stockholder communications related to director candidate recommendations should be directed to Mr. Kraemer. In addition, any concerns related to US Airways Group's financial or accounting practices may be communicated directly to George M. Philip, the chairman of the audit committee, at the same address.

Table of Contents**US AIRWAYS GROUP DIRECTOR COMPENSATION**

The table below sets forth information regarding compensation paid to non-employee directors of US Airways Group in 2012. The compensation elements are described in the narrative following the table.

Name^(a)	Fees Earned or Paid in Cash (\$)	Stock Awards (\$)^(b)	All Other Compensation (\$)^(c)	Total (\$)
Herbert M. Baum ^(d)	23,000	0	10,148	33,148
Matthew J. Hart	62,000	60,000	29,360	151,360
Richard C. Kraemer	61,000	60,000	29,481	150,481
Cheryl G. Krongard	47,000	60,000	5,391	112,391
Bruce R. Lakefield	51,000	60,000	10,268	121,268
Denise M. O Leary	50,000	60,000	15,727	125,727
George M. Philip	61,000	60,000	6,076	127,076
William J. Post	42,000	60,000	7,387	109,387

(a) The aggregate number of option awards outstanding at December 31, 2012 for each of the directors was as follows:

Name	Options
Herbert M. Baum	20,625
Matthew J. Hart	7,906
Richard C. Kraemer	20,625
Cheryl G. Krongard	8,250
Bruce R. Lakefield	8,250
Denise M. O Leary	20,625
George M. Philip	8,250
William J. Post	0

- (b) Amounts in this column represent the aggregate grant date fair value, as calculated in accordance with ASC Topic 718, Compensation Stock Compensation, of fully vested share awards granted in 2012. The grant date fair value, as calculated in accordance with ASC Topic 718, of fully vested share awards is equal to the closing price of US Airways Group's common stock on the date of grant.
- (c) Includes the value of flight benefits received in 2012, tax gross-up amounts received in 2012 for flight benefits used in 2011, and insurance premiums paid under the charitable contribution program described below as follows:

Name	Flight Benefits (\$)	Tax Gross-Up (\$)	Insurance Premiums (\$)
Herbert M. Baum ^(d)	2,301	1,607	6,240
Matthew J. Hart	2,883	2,353	24,124
Richard C. Kraemer	8,974	8,491	12,016
Cheryl G. Krongard	2,345	3,046	0
Bruce R. Lakefield	5,466	4,802	0
Denise M. O Leary	4,130	7,631	3,966
George M. Philip	4,475	1,601	0
William J. Post	5,781	1,606	0

(d) Mr. Baum resigned as a member of the board of directors effective June 14, 2012.

Board of Directors Fees

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Non-employee directors of US Airways Group are paid an annual retainer of \$20,000 in cash in four quarterly payments, plus \$1,000 for each board or committee meeting attended in person or by telephone. In addition, non-employee directors who serve as committee chairs, other than the audit committee, receive an additional annual retainer of \$4,000. The audit committee chair receives an additional annual retainer of \$10,000.

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Non-employee directors are also reimbursed for their reasonable out-of-pocket expenses incurred in connection with US Airways Group business. Because he is an employee of US Airways Group, Mr. Parker, the chairman of the board and chief executive officer, receives no directors' fees and does not participate in any other elements of director compensation programs (other than the Directors' Charitable Contribution Program described below).

Equity Compensation Awards

US Airways Group's policy provides that each incumbent non-employee director receives, subject to the discretion of the board, an annual equity award of fully vested shares of common stock following each annual meeting of stockholders, with such shares having an aggregate fair market value on the date of grant of \$60,000, rounded down to the next whole number of shares. The corporate governance and nominating committee believes that by granting shares of US Airways Group's common stock in a fixed dollar amount of equity compensation, and maintaining requirements for ownership of equity by US Airways Group's directors, the equity component of the directors' compensation is consistent with current best practices aligned with the interests of US Airways Group's stockholders and competitive with other airlines and public companies with similar size to allow US Airways Group to most effectively retain and recruit qualified board members.

Flight Benefits

US Airways Group's non-employee directors and their immediate family members, including dependent children, are provided free transportation on US Airways and US Airways Express, along with a gross-up for federal and state income taxes in connection with that travel. Each non-employee director is responsible for reimbursing US Airways for any international taxes and fees US Airways is required to pay related to international travel. Non-employee directors are also granted 12 round-trip or 24 one-way passes each year for free transportation on US Airways and US Airways Express (along with a gross-up of related taxes) that they may distribute to non-eligible family and non-family members, and have access to lounges in various airports.

Upon separation of service, non-employee directors continue to receive the same flight benefits for a period of five years, if they served at least two years on the board, or for their lifetime, if they served at least seven years on the board. As of December 31, 2012, all but one of the non-employee directors was already fully vested in lifetime flight privileges. These post-separation flight benefits, however, do not include a gross-up for related taxes in connection with the travel. In addition, the post-separation flight benefits are suspended as to a former director if, and for such time as, such former director is an employee, director, 10% or more stockholder of, or partner in, or a consultant to, any other airline.

Stock Ownership Guidelines

Each non-employee director who was serving in June 2008 (all current directors other than Mr. Post) is required to retain, until his or her completion of service with the board, a number of shares of common stock equal to at least 50% of the cumulative shares of common stock granted to that director pursuant to the annual equity award granted between June 2008 and September 2010. Similarly, Mr. Post and any other new non-employee director will be required to retain at least 50% of the cumulative shares of common stock granted to that director pursuant to the annual equity award granted in his or her first three years of service.

Directors' Charitable Contribution Program

America West in 1994 established the America West Directors' Charitable Contribution Program under which all directors of America West were invited to participate. This program was discontinued for new directors following the merger between America West and US Airways Group in 2005. Under the Charitable Contribution Program, upon the death of a participant, America West (or its successor) is required to donate \$1 million to one or more qualifying charitable organizations chosen by the participant. All participants serving as directors of America West at the time of the merger became vested in the Charitable Contribution Program, and the

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Charitable Contribution Program may not be terminated with respect to these individuals. Ms. O Leary and Messrs. Baum, Hart, Kraemer, and Parker are participants in the Charitable Contribution Program. The charitable contributions will be substantially funded by life insurance proceeds from policies maintained on the lives of the participants. Under the terms of the Charitable Contribution Program, America West was allowed to place joint life insurance on two directors. The life insurance policies currently in place under the Charitable Contribution Program are structured as joint policies on the lives of two directors and the insurance benefits are payable at the death of the last survivor. Individual directors derive no direct financial benefit from the Charitable Contribution Program because all insurance proceeds are to be paid and all tax deductions for the charitable contributions accrue solely to US Airways Group.

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**SECURITY OWNERSHIP OF CERTAIN US AIRWAYS GROUP BENEFICIAL OWNERS AND
MANAGEMENT**

The following table sets forth information regarding the beneficial ownership of US Airways Group's common stock as of May 10, 2013, by (i) each of US Airways Group's directors and nominees for director, (ii) each of the individuals named in the Summary Compensation Table in this proxy statement/prospectus, and (iii) all of US Airways Group's directors and executive officers as a group, based in each case on information furnished to US Airways Group by these persons. US Airways Group believes that each of the named individuals and each director and executive officer included in the group has sole voting and investment power with regard to the shares shown, except as otherwise noted.

Name of Beneficial Owner and Relationship to Company	Common Stock Beneficially Owned ^(a) Amount and Nature of Beneficial Ownership	Percent of Class
W. Douglas Parker <i>Chairman of the Board and Chief Executive Officer</i>	898,000 ^(b)	*
J. Scott Kirby <i>President</i>	133,332 ^(c)	*
Robert D. Isom, Jr. <i>Executive Vice President and Chief Operating Officer</i>	67,579 ^(d)	*
Stephen L. Johnson <i>Executive Vice President Corporate and Government Affairs</i>	46,139 ^(e)	*
Derek J. Kerr <i>Executive Vice President and Chief Financial Officer</i>	55,708 ^(f)	*
Matthew J. Hart <i>Director</i>	55,533 ^(g)	*
Richard C. Kraemer <i>Director</i>	84,942 ^(h)	*
Cheryl G. Krongard <i>Director</i>	51,827 ⁽ⁱ⁾	*
Bruce R. Lakefield <i>Vice Chairman and Director</i>	51,827 ⁽ⁱ⁾	*
Denise M. O'Leary <i>Director</i>	69,645 ^(k)	*
George M. Philip <i>Director</i>	51,827 ^(l)	*
William J. Post <i>Director</i>	4,807 ^(m)	*
All directors and executive officers as a group (13 persons)	1,621,003 ⁽ⁿ⁾	1.0%

- * Represents less than 1% of the outstanding shares of US Airways Group's common stock.
- (a) Beneficial ownership as reported in the table has been determined in accordance with SEC rules and regulations and includes shares of US Airways Group's common stock that may be issued upon the exercise of stock options that are exercisable within 60 days of May 10, 2013 and RSUs that vest within 60 days of May 10, 2013. Pursuant to SEC rules and regulations, all shares not currently outstanding which are subject to stock options exercisable within 60 days of May 10, 2013 and RSUs that vest within 60 days of May 10, 2013, are deemed to be outstanding for the purpose of computing Percent of Class held by the holder thereof but are not deemed to be outstanding for the purpose of computing the Percent of Class held by any other stockholder. Beneficial ownership as reported in the table above excludes shares of US Airways Group's common stock that may be issued upon the exercise of SARs that are exercisable within 60 days of May 10, 2013. The number of shares that will be received upon exercise of such SARs is not currently determinable and therefore is not included in the table above because each SAR gives the holder the right to receive the excess of the market price of one share of stock at the exercise date over the exercise price, which is not determinable until the date of exercise.
- (b) Includes 588,625 shares held directly and 309,375 shares underlying stock options. Excludes 344,695 unvested RSUs. Excludes the following SARs: (i) 196,000 SARs at an exercise price of \$19.30; (ii) 120,000

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- SARs at an exercise price of \$38.44; (iii) 90,000 SARs at an exercise price of \$45.01; (iv) 196,820 SARs at an exercise price of \$8.84; (v) 275,000 SARs at an exercise price of \$6.70; (vi) 849,000 SARs at an exercise price of \$3.10; (vii) 231,060 SARs at an exercise price of \$7.42; (viii) 160,357 SARs at an exercise price of \$8.14; and (ix) 98,250 SARs at an exercise price of \$7.62.
- (c) Includes 112,707 shares held directly and 20,625 shares underlying stock options. Excludes 241,312 unvested RSUs. Excludes the following SARs: (i) 82,500 SARs at an exercise price of \$19.30; (ii) 18,000 SARs at an exercise price of \$38.44; (iii) 37,500 SARs at an exercise price of \$46.11; (iv) 31,500 SARs at an exercise price of \$45.01; (v) 70,881 SARs at an exercise price of \$8.84; (vi) 95,753 SARs at an exercise price of \$6.70; (vii) 237,919 SARs at an exercise price of \$3.10; (viii) 126,025 SARs at an exercise price of \$7.42; (ix) 112,262 SARs at an exercise price of \$8.14; and (x) 68,782 SARs at an exercise price of \$7.62.
- (d) Includes 67,579 shares held directly. Excludes 137,161 unvested RSUs. Excludes the following SARs: (i) 70,000 SARs at an exercise price of \$31.14; (ii) 101,630 SARs at an exercise price of \$8.84; (iii) 143,855 SARs at an exercise price of \$6.70; (iv) 292,000 SARs at an exercise price of \$3.10; (v) 63,809 SARs at an exercise price of \$8.14; and (vi) 39,096 SARs at an exercise price of \$7.62.
- (e) Includes 46,139 shares held directly. Excludes 137,161 unvested RSUs. Excludes the following SARs: (i) 175,000 SARs at an exercise price of \$2.80; (ii) 275,000 SARs at an exercise price of \$3.10; (iii) 63,809 SARs at an exercise price of \$8.14; and (iv) 39,096 SARs at an exercise price of \$7.62.
- (f) Includes 55,708 shares held directly. Excludes 137,161 unvested RSUs. Excludes the following SARs: (i) 51,500 SARs at an exercise price of \$19.30; (ii) 12,500 SARs at an exercise price of \$38.44; (iii) 12,500 SARs at an exercise price of \$45.01; (iv) 26,020 SARs at an exercise price of \$8.84; (v) 51,020 SARs at an exercise price of \$6.70; (vi) 25,000 SARs at an exercise price of \$7.65; (vii) 292,000 SARs at an exercise price of \$3.10; (viii) 63,809 SARs at an exercise price of \$8.14; and (ix) 39,096 SARs at an exercise price of \$7.62.
- (g) Includes 45,077 shares held directly, 2,550 shares held indirectly for the benefit of Mr. Hart's children, and 7,906 shares underlying stock options.
- (h) Includes 62,442 shares held directly, 6,000 shares held indirectly for the benefit of Chartwell Investments, LLLP, and 16,500 shares underlying stock options.
- (i) Includes 43,577 shares held directly and 8,250 shares underlying stock options.
- (j) Includes 43,577 shares held directly and 8,250 shares underlying stock options.
- (k) Includes 53,145 shares held directly and 16,500 shares underlying stock options.
- (l) Includes 43,577 shares held directly and 8,250 shares underlying stock options.
- (m) Includes 4,807 shares held directly.
- (n) Includes 1,216,797 shares held directly, 2,550 shares held indirectly for the benefit of a director's children, 6,000 shares held indirectly for the benefit of Chartwell Investments, LLLP, and 395,656 shares underlying stock options held by US Airways Group's executive officers and directors as a group. Excludes 1,134,651 shares underlying unvested RSUs and 5,293,960 SARs.

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The following table sets forth information regarding the beneficial ownership of US Airways Group's common stock as of May 10, 2013 for each person known to US Airways Group to be the beneficial owner of more than 5% of US Airways Group's outstanding common stock.

Name of Beneficial Owner and Relationship to Company	Common Stock Beneficially Owned	
	Amount and Nature of Beneficial Ownership	Percent of Class
FMR, LLC		
82 Devonshire Street		
Boston, MA 02109	16,857,109 ^(a)	10.3%
Appaloosa Management L.P.		
51 John F. Kennedy Parkway		
Short Hills, NJ 07078	12,069,029 ^(b)	7.4%
Whitebox Advisors, LLC		
3033 Excelsior Boulevard, Suite 300		
Minneapolis, MN 55416	11,807,340 ^(c)	7.2%
The Vanguard Group		
100 Vanguard Boulevard		
Malvern, PA 19355	10,931,725 ^(d)	6.7%
BlackRock, Inc.		
40 East 52 nd Street		
New York, NY 10022	9,778,094 ^(e)	6.0%
Wellington Management Company, LLP		
280 Congress Street		
Boston, MA 02210	9,030,353 ^(f)	5.5%
Caxton International Limited		
Maples Corporate Services (BVI) Ltd.		
Kingston Chambers		
P.O. Box 173		
Road Town, Tortola B.V.I.	8,762,849 ^(g)	5.4%

(a) The amount shown and the following information are derived solely from Amendment No. 11 to the Schedule 13G filed by FMR, LLC (FMR), reporting beneficial ownership as of December 31, 2012. According to the amended Schedule 13G, FMR has sole dispositive

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power over 16,857,109 shares and sole voting power over 2,300 shares of US Airways Group's common stock. Fidelity Management & Research Company (Fidelity), 82 Devonshire Street, Boston, Massachusetts 02109, a wholly-owned subsidiary of FMR and an investment adviser registered under Section 203 of the Investment Advisers Act of 1940, is the beneficial owner of 16,857,109 shares of US Airways Group's common stock as a result of acting as investment adviser to various investment companies (the Funds). Each of Edward C. Johnson 3d (Chairman of FMR), FMR (through its control of Fidelity), and the Funds has sole power to dispose of the 16,857,109 shares owned by the Funds. Members of Mr. Johnson's family may be deemed to form a controlling group with respect to FMR. Neither FMR nor Mr. Johnson has the sole power to vote or direct the voting of the shares owned directly by the Fidelity Funds, which power resides with the Funds' Boards of Trustees.

- (b) The amount shown and the following information is derived solely from the Schedule 13G filed by Appaloosa Investment Limited Partnership (AILP), Palomino Fund Ltd. (Palomino), Thoroughbred Fund L.P. (TFLP), Thoroughbred Master Ltd. (TML), Appaloosa Management L.P. (AML), Appaloosa Partners Inc. (API), and David A. Tepper (collectively, the Appaloosa Entities), reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G, AILP is the beneficial owner of 3,725,004 shares of US Airways Group's common stock and has shared voting power and dispositive power over 3,725,004 shares of US Airways Group's common stock. Palomino is the beneficial owner of 5,656,864 shares of US Airways Group's common stock and has shared voting power and dispositive power over 5,656,864 shares of US Airways Group's common stock. TFLP is the beneficial owner of 1,306,230 shares of US Airways

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- Group's common stock and has shared voting power and dispositive power over 1,306,230 shares of US Airways Group's common stock. TML is the beneficial owner of 1,308,931 shares of US Airways Group's common stock and has shared voting power and dispositive power over 1,308,931 shares of US Airways Group's common stock. Each of AMLP, API, and Mr. Tepper is the beneficial owner of 12,069,029 shares of US Airways Group's common stock and has shared voting power over 12,069,029 shares and shared dispositive power over 12,069,029 shares of US Airways Group's common stock. Mr. Tepper is the sole stockholder and the President of API. API is the general partner of, and Mr. Tepper owns a majority of the limited partnership interest in, AMLP. AMLP is the general partner of AILP and TFLP, and acts as investment adviser to Palomino and TML.
- (c) The amount shown and the following information is derived solely from the Schedule 13G filed by Whitebox Advisors, LLC (WA), Whitebox Multi-Strategy Advisors, LLC (WMSA), Whitebox Multi-Strategy Partners, L.P. (WMSP), Whitebox Multi-Strategy Fund, L.P. (WMSFLP), Whitebox Multi-Strategy Fund, Ltd. (WMSFLTD), Whitebox Concentrated Convertible Arbitrage Advisors, LLC (WCCAA), Whitebox Concentrated Convertible Arbitrage Partners, L.P. (WCCAP), Whitebox Concentrated Convertible Arbitrage Fund, L.P. (WCCAFLP), Whitebox Concentrated Convertible Arbitrage Fund, Ltd. (WCCAFLTD), Pandora Select Advisors, LLC (PSA), Pandora Select Partners, L.P. (PSP), Pandora Select Fund, L.P. (PSFLP), Pandora Select Fund, Ltd. (PSFLTD), Whitebox Long Short Equity Fund (WLSEF), and HFR RVA Combined Master Trust (HFR) (collectively, the Whitebox Entities), reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G/A, WA, in its capacity as investment adviser to its client, is the beneficial owner of 11,807,340 shares of US Airways Group's common stock and has shared voting power and dispositive power over 11,807,340 shares of US Airways Group's common stock. Each of WMSA, WMSP, WMSFLP, and WMSFLTD is the beneficial owner of 4,499,107 shares of US Airways Group's common stock and has shared voting power and dispositive power over 4,499,107 shares of US Airways Group's common stock. Each of WCCAA, WCCAP, WCCAFLP, and WCCAFLTD is the beneficial owner of 5,114,661 shares of US Airways Group's common stock and has shared voting power over 5,114,661 shares and shared dispositive power over 5,114,661 shares of US Airways Group's common stock. Each of PSA, PSP, PSFLP and PSFLTD is the beneficial owner of 1,771,773 shares of US Airways Group's common stock and has shared voting power and dispositive power over 1,771,773 shares of US Airways Group's common stock. WLSEF is the beneficial owner of 11,101 shares of US Airways Group's common stock and has shared voting power and dispositive power over 11,101 shares of US Airways Group's common stock. HFR is deemed to beneficially own 410,698 shares of US Airways Group's common stock as a result of its ownership of debt securities convertible into shares of US Airways Group's common stock. As a result of the relationship described in the Schedule 13G filed by the Whitebox Entities, each of WA, WMSA, WMSFLP, WMSFLTD, WCCAA, WCCAFLP, WCCAFLTD, PSA, PSFLP, and PSFLTD may be deemed to possess indirect beneficial ownership of the shares of US Airways Group's common stock owned by each of WMSP, WLSEF, WCCAP, PSP, and HFR. The Whitebox Entities may be deemed to constitute a group within the meaning of Rule 13d-5(b)(1) under the Exchange Act. Each of WA, WMSA, WMSFLP, WMSFLTD, WCCAA, WCCAFLP, WCCAFLTD, PSA, PSFLP, and PSFLTD disclaims indirect beneficial ownership of the shares of US Airways Group's stock except to the extent of its pecuniary interest in such shares. The address of the business office of WA, WMSA, WMSFLP, WCCAA, WCCAFLP, WLSEF, PSA, and PSFLP is 3033 Excelsior Boulevard, Suite 300, Minneapolis, MN 55416. The address of the business office of WMSP, WMSFLTD, WCCAP, WCCAFLTD, PSP, and PSFLTD is Appleby Corporate Services (BVI) Limited, Jayla Place, P.O. Box 3190, Road Town, Tortola, British Virgin Islands. The address of the business office of HFR is HFR RVA Combined Master Trust, 65 Front Street, Hamilton, HM 11, Bermuda.
- (d) The amount shown and the following information is derived solely from the Schedule 13G filed by The Vanguard Group, reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G, Vanguard, in its capacity as investment adviser, has sole voting power over 225,421 shares, sole dispositive power over 10,707,904 shares, and shared dispositive power over 223,821 shares of US Airways Group's common stock. Vanguard Fiduciary Trust Company (VFTC), a wholly-owned subsidiary of The Vanguard Group is the beneficial owner of 223,821 shares of US Airways Group's common stock as a result of VFTC serving as an investment manager of collective trust accounts. Vanguard Investments Australia, Ltd. (VIA),

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- a wholly-owned subsidiary of The Vanguard Group is the beneficial owner of 1,600 shares of the outstanding shares of US Airways Group's common stock as a result of VIA serving as investment manager of Australian investment offerings.
- (e) The amount shown and the following information is derived solely from the Schedule 13G/A filed by BlackRock, Inc., reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G/A, BlackRock, in its capacity as a parent holding company or control person, has sole voting power over 9,778,094 shares and sole dispositive power over 9,778,094 shares of US Airways Group's common stock. The following subsidiaries acquired the shares being reported on the Schedule 13G by BlackRock, none of which owns 5% or greater of the outstanding shares of US Airways Group's common stock: BlackRock Advisors, LLC, BlackRock Financial Management, Inc., BlackRock Investment Management, LLC, BlackRock Life Limited, BlackRock Asset Management Australia Limited, BlackRock Asset Management Canada Limited, BlackRock Advisors (UK) Limited, BlackRock Fund Advisors, BlackRock International Limited, BlackRock Institutional Trust Company, N.A., and BlackRock Japan Co. Ltd.
- (f) The amount shown and the following information is derived solely from the Schedule 13G filed by Wellington Management Company, LLP, reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G, Wellington Management, in its capacity as investment adviser, has shared voting power over 6,783,848 shares and shared dispositive power over 9,030,353 shares of US Airways Group's common stock. These shares of common stock are owned of record by clients of Wellington Management. Those clients have the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, such shares.
- (g) The amount shown and the following information is derived solely from the Schedule 13G filed by Caxton International Limited (Caxton International), Caxton Associates LP (Caxton Associates), Andrew E. Law, Timothy A. Tacchi, and TT International, reporting beneficial ownership as of December 31, 2012. According to the Schedule 13G, Caxton International, in its capacity as investment adviser, has shared voting power over 8,762,849 shares and shared dispositive power over 8,762,849 shares of US Airways Group's common stock. Each of Caxton Associates, trading adviser to Caxton International, and Mr. Law, chairman and chief executive officer of Caxton Associates, could be deemed to beneficially own 8,762,849 shares of US Airways Group's common stock by reason of their voting and dispositive power with respect to Caxton International and each has shared voting power over 8,762,849 shares and shared dispositive power over 8,762,849 shares of US Airways Group's common stock. Each of Mr. Tacchi, Senior General Partner of TT International, and TT International could be deemed to beneficially own 1,292,672 shares of US Airways Group's common stock by reason of their voting and dispositive power with respect to Caxton International and 772,241 shares of US Airways Group's common stock by reason of their voting and dispositive power with respect to certain assets of other clients of TT International and each has shared voting power over 2,064,913 shares and shared dispositive power over 2,064,913 shares of US Airways Group's common stock.

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The audit committee of US Airways Group's board of directors, in accordance with its charter and authority delegated to it by the board of directors, has appointed the firm of KPMG LLP to serve as US Airways Group's independent registered public accounting firm for the fiscal year ending December 31, 2013, and the US Airways Group board of directors has directed that such appointment be submitted to US Airways Group's stockholders for ratification at the 2013 Annual Meeting of Stockholders. KPMG LLP has served as US Airways Group's independent auditors for more than 17 years. US Airways Group's audit committee considers KPMG LLP to be well qualified. If the stockholders do not ratify the appointment of KPMG LLP, the audit committee will reconsider the appointment.

A representative of KPMG LLP will be present at the 2013 Annual Meeting of Stockholders and will have an opportunity to make a statement if he or she desires to do so. The representative will also be available to respond to appropriate questions from stockholders.

The audit committee of the board of directors of US Airways Group and the board of directors of US Airways Group unanimously recommend that the stockholders vote **FOR** the proposal to ratify the appointment of KPMG LLP as US Airways Group's independent registered public accounting firm.

Independent Registered Public Accounting Firm Fees

The following table presents fees for professional services rendered by KPMG LLP for the audits of the financial statements of US Airways Group and its subsidiaries as of and for the fiscal years ended December 31, 2012 and 2011, as well as fees for other services rendered by KPMG LLP during these periods.

	Fiscal 2012	Fiscal 2011
Audit Fees	\$ 2,190,000	\$ 2,169,700
Audit-Related Fees	371,900	428,100
Tax Fees	34,700	22,400
All Other Fees		
Total	\$ 2,596,600	\$ 2,620,200

Audit Fees for the fiscal years ended December 31, 2012 and 2011 were for professional services rendered for the audits of the annual financial statements included in US Airways Group's annual report on Form 10-K (including fees for the audits of internal control over financial reporting as required by Section 404 of SOX), quarterly review of the financial statements included in US Airways Group's quarterly reports on Form 10-Q and services rendered in connection with SEC filings.

Audit-Related Fees for the fiscal years ended December 31, 2012 and 2011 were for statutory audits, services rendered in connection with securities offerings and other SEC filings, significant auditing work on transactions and consultations concerning financial accounting and reporting standards.

Tax Fees for the fiscal years ended December 31, 2012 and 2011 were for U.S. and international tax compliance.

There were no fees that fall into the classification of All Other Fees for the fiscal years ended December 31, 2012 and 2011.

Audit Committee Disclosure

The audit committee of the US Airways Group board of directors has determined that the rendering of the permitted non-audit services during the 2012 fiscal year by KPMG LLP is compatible with maintaining the independent registered accounting firm's independence.

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Policy on Audit Committee Pre-Approval

The audit committee of the US Airways Group board of directors is responsible for appointing, setting compensation for, and overseeing the work of the independent registered public accounting firm. The audit committee has adopted policies and procedures for the pre-approval of audit and non-audit services rendered by US Airways Group's independent registered public accounting firm. The policy generally pre-approves certain specified services in the defined categories of audit services, audit-related services, tax services and permitted non-audit services up to specified amounts, and sets requirements for specific case-by-case pre-approval of discrete projects. Pre-approval may be given as part of the audit committee's approval of the scope of the engagement of US Airways Group's independent registered public accounting firm or on an individual basis. The chair of the audit committee has been delegated the authority by the audit committee to pre-approve the engagement of the independent auditors when the entire audit committee is unable to do so, but any pre-approval decisions must be presented to the full audit committee at its next scheduled meeting. The audit committee has delegated US Airways Group's vice president and controller to monitor the performance of all services provided by the independent auditor and to determine whether these services are in compliance with the pre-approval policy. The vice president and controller is required to report the results of his monitoring to the audit committee on a periodic basis. The policy prohibits retention of the independent registered public accounting firm to perform prohibited non-audit functions as defined in Section 201 of SOX or the rules of the SEC, and also considers whether the proposed services are compatible with the independence of the independent registered public accounting firm. All non-audit services provided by KPMG LLP during fiscal years 2012 and 2011 were pre-approved in accordance with the pre-approval policy described above.

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US AIRWAYS GROUP AUDIT COMMITTEE REPORT

The audit committee of the US Airways Group board of directors has reviewed and discussed with US Airways Group's management US Airways Group's audited consolidated financial statements for the fiscal year ended December 31, 2012.

The audit committee has discussed with KPMG LLP, US Airways Group's independent registered public accounting firm for the fiscal year ending December 31, 2012, the matters required to be discussed with the audit committee under Statement on Auditing Standards No. 61, Communication with Audit Committees, and Rule 2-07 of Regulation S-X, Communication with Audit Committees.

The audit committee has received the written disclosures and the letter from KPMG LLP regarding its independence as required by applicable requirements of the Public Company Accounting Oversight Board regarding the independent auditor's communications with the audit committee that might bear on the firm's independence, and has discussed with KPMG LLP its independence and has considered the compatibility of the non-audit services provided by KPMG LLP with respect to maintenance of that independence.

In reliance on the reviews and discussions referred to above, the audit committee recommended to the board of directors of US Airways Group, and the board of directors of US Airways Group has approved, that the audited consolidated financial statements of US Airways Group for the fiscal year ended December 31, 2012 be included in US Airways Group's Annual Report on Form 10-K for the year ended December 31, 2012, for filing with the SEC.

Respectfully submitted,

US Airways Group Audit Committee

George M. Philip (Chair)

Matthew J. Hart

Richard C. Kraemer

Denise M. O'Leary

This report of the audit committee of US Airways Group's board of directors is not deemed to be soliciting material or to be filed with the SEC or subject to the SEC's proxy rules or the liabilities of Section 18 of the Exchange Act, and the report will not be deemed to be incorporated by reference into any prior or subsequent filing by US Airways Group under the Securities Act or the Exchange Act.

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PROPOSAL 6: US AIRWAYS GROUP SAY-ON-PAY ADVISORY VOTE

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 enables US Airways Group's stockholders to vote to approve, on a non-binding, advisory basis, the compensation of its named executive officers as disclosed in this proxy statement/prospectus pursuant to the compensation disclosure rules of the SEC.

The compensation and human resources committee and the board of directors of US Airways Group believe that the compensation practices of US Airways Group align its executive compensation structure with stockholders' interests and current market practices. US Airways Group's compensation strategy is designed to provide a total compensation package that will not only attract and retain high-caliber executive officers and employees, but will also align employee contributions with corporate objectives and stockholder interests. US Airways Group's compensation programs are designed to be flexible and complementary and to collectively meet its compensation objectives.

Highlights of US Airways Group's compensation program include:

a commitment to pay-for-performance with a substantial portion of each named executive officer's compensation being at-risk and subject to important financial performance measures aligned with stockholder interests. US Airways Group makes a significant portion of its executives' compensation variable, at risk, and tied directly to measurable performance. Consistent with this focus, the largest portion of the executives' compensation is in the form of performance-based annual cash and long-term equity incentives;

a compensation package that focuses on both short and long-term goals, encouraging executives to focus on the success of US Airways Group both during the immediate fiscal year and for the future;

consistent with US Airways Group's focus on maintaining a cost advantage versus its principal competitors, compensation that is targeted below that of the other large network airlines. For instance, for 2012, total direct compensation for its chief executive officer, as reported in the US Airways Group Executive Compensation Summary Compensation Table beginning on page 315, was the lowest of, and 53% below the average for, the other large network airlines (using 2011 proxy compensation data reported in 2012 for Delta Air Lines and United Airlines);

a continued commitment to good compensation governance practices where compensation packages are consistent with market practice and are reasonable in light of US Airways Group's and each individual officer's performance, as well as good disclosure practices; and

clawback provisions for all incentive compensation paid to the named executive officers and stock ownership guidelines that further align its named executive officers' long-term interests with those of its stockholders.

Stockholders are urged to read the section entitled "US Airways Group Compensation Discussion and Analysis" beginning on page 299 for more information about US Airways Group's compensation practices, which reflect its compensation philosophy.

US Airways Group is asking its stockholders to indicate their support for US Airways Group's named executive officer compensation as described in this proxy statement/prospectus pursuant to the compensation disclosure rules of the SEC. This proposal, commonly known as a say-on-pay proposal, gives stockholders the opportunity to express their views on the named executive officers' compensation. This vote is not intended to address any specific item of compensation, but rather the overall compensation of US Airways Group's executive officers and the philosophy, policies, and practices of US Airways Group described in this proxy statement/prospectus. Accordingly, US Airways Group is asking its stockholders to vote **FOR** the following resolution at the 2013 Annual Meeting of Stockholders:

RESOLVED, that US Airways Group's stockholders approve, on a non-binding, advisory basis, the compensation of US Airways Group's named executive officers pursuant to the compensation disclosure

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rules of the SEC as described in the US Airways Group Compensation Discussion and Analysis section, the compensation tables, narrative discussion, and any related material disclosed in US Airways Group's proxy statement/prospectus for the 2013 Annual Meeting of Stockholders.

The say-on-pay vote is advisory, and therefore not binding on US Airways Group, the compensation and human resources committee, or its board of directors. US Airways Group's board of directors and compensation and human resources committee value the opinions of US Airways Group's stockholders and will consider the outcome of this advisory vote when making future decisions about executive compensation.

The US Airways Group board of directors has adopted a policy providing for an annual say-on-pay advisory vote. Unless the US Airways Group board of directors modifies its policy on the frequency of future say-on-pay advisory votes or the Merger is completed, the next say-on-pay advisory vote will be held at the 2014 annual meeting of stockholders of US Airways Group.

The US Airways Group board of directors unanimously recommends that the stockholders vote **FOR** the approval of the compensation of the US Airways Group named executive officers.

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US AIRWAYS GROUP COMPENSATION DISCUSSION AND ANALYSIS

General

This section discusses the principles underlying the compensation policies of the executive officers of US Airways Group who are named in the US Airways Group Executive Compensation Summary Compensation Table beginning on page 315. The named executive officers for 2012 are W. Douglas Parker, chairman of the board and chief executive officer; J. Scott Kirby, president; Robert D. Isom, Jr., executive vice president and chief operating officer; Stephen L. Johnson, executive vice president corporate and government affairs; and Derek J. Kerr, executive vice president and chief financial officer.

The compensation strategy of US Airways Group is designed to provide a total compensation package that will not only attract and retain high-caliber executive officers and employees, but one that will also align employee contributions with the corporate objectives and stockholder interests. The compensation programs of US Airways Group are designed to be flexible and complementary and to collectively meet the compensation objectives discussed below.

Outstanding 2012 Results

2012 was an outstanding year for US Airways Group strategically, financially and operationally, and for its 32,000 employees, customers, and stockholders. US Airways Group achieved the following results:

Following extensive work during 2012, in February 2013, US Airways Group reached agreement with AMR regarding the Merger. The Merger will create a premier global airline that will have the scale, breadth, and capabilities to compete more effectively and profitably in the global marketplace.

Full year 2012 net profit excluding net special items of a record \$537 million, or \$2.79 per diluted share. This is a 384% improvement over the 2011 net profit of \$111 million excluding net special items, or \$0.68 per diluted share. On a GAAP basis, US Airways Group reported a record net profit of \$637 million, or \$3.28 per diluted share, for 2012, up 797% over the 2011 net profit of \$71 million, or \$0.44 per diluted share.

Full year 2012 total revenues of a record \$13.8 billion, up 5.9% versus 2011.

\$19 million in operational performance payouts and \$61 million in profit share payouts to US Airways Group employees as a result of consistently excellent operating and customer service results including new monthly baggage performance records for 12 consecutive months since December 2011, three first place DOT baggage handling rankings in 2012 and three first place DOT on-time performance rankings among the large network hub-and-spoke airlines.

During 2012 and through the beginning of 2013, US Airways Group agreed to and ratified four new CBAs with unions representing US Airways Group employees and entered into contingent labor agreements with the three unions representing AMR's employees.

US Airways Group's stock price increased from \$5.07 to \$13.50 during 2012, reflecting a one-year TSR of 166%. The stock appreciation also yielded a three-year TSR of 179%. Following year end, US Airways Group's stock price has continued to rise, closing at \$16.14 per share on April 12, 2013.

For a reconciliation of the non-GAAP net profit metric discussed above to GAAP financial measures, see pages 41-42 of the Annual Report on Form 10-K filed on February 20, 2013 by US Airways Group.

Executive Compensation and Cost Advantage

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Consistent with the focus on maintaining a cost advantage versus its principal competitors, in 2012 US Airways Group paid total compensation to the named executive officers that was well below that of the other large network airlines. For instance, for 2012, total direct compensation for the chief executive officer, as reported in the US

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Airways Group Executive Compensation Summary Compensation Table beginning on page 315, was the lowest of, and 53% below the average for, the other large network airlines (using 2011 proxy compensation data reported in 2012 for Delta Air Lines and United Airlines).

Continued Commitment to Pay-for-Performance

US Airways Group believes that a significant portion of its executives' compensation should be variable, at risk, and tied directly to measurable performance. Consistent with this focus, the largest portion of the executives' compensation is in the form of variable cash and long-term equity incentives. For 2012, 90% of the chief executive officer's total compensation was variable (pay elements other than fixed base pay) and dependent on company results. For the other named executive officers, on average, 87% of their 2012 compensation was comprised of variable pay. Of the variable amount, 70% (or 61% of total compensation) was tied to increasing long-term stockholder value by directly linking compensation to TSR or increased share price. This compensation is in the form of long-term cash compensation that will be earned, if at all, subject to US Airways Group's TSR relative to that of other airlines, or is in the form of stock-based compensation that is subject to vesting over time. As a result, the compensation ultimately realized by the named executive officers will be significantly determined by the financial performance, and the performance of the stock, of US Airways Group and, therefore, very significantly aligned with the interests of US Airways Group's stockholders.

Strong 2012 Performance Resulted in Higher Cash Incentive Compensation

The cash incentive compensation received by the named executive officers for their service during 2012 was largely driven by US Airways Group's strong 2012 financial performance. US Airways Group 2012 AIP payments to the named executive officers were at maximum because payouts under that program were determined based on pre-established pre-tax income goals that were fully realized at above the maximum level. For 2012, US Airways Group achieved \$635 million in pre-tax income excluding special items and profit sharing and annual incentive programs, significantly exceeding the maximum pre-tax income goal of \$400 million under the US Airways Group 2012 AIP. As a result, the named executive officers received bonus payouts under the program at 200% of target, which is capped at 200% of base pay. Also, maximum payouts were made under the 2010-2012 cash-based LTIPP, which provides a cash incentive tied to the ranking of US Airways Group for relative TSR over rolling three-year performance cycles as measured against a pre-defined competitive peer group. For the cycle ended December 31, 2012, the TSR of US Airways Group ranked number one out of the ten airlines resulting in payouts made under this program at 200% of base salary for the chief executive officer, 200% of base salary for the president and 175% of base salary for the executive vice presidents.

Continued Commitment to Good Compensation Governance

US Airways Group maintains several policies to ensure that its compensation policies are consistent with good governance standards. These include:

ensuring named executive officers will not be entitled to guaranteed, non-performance-based bonuses;

ensuring perquisites and other personal benefits do not constitute a significant portion of a named executive officer's compensation and are consistent with customary senior executive benefits within the airline industry;

a policy against entering into agreements with any current or future named executive officer that provides for home loss buyout relocation benefits; and

a policy against entering into new agreements with any named executive officer that contains tax gross-up provisions with respect to payments contingent upon a change in control (subject to certain exceptions applicable to newly-hired executives).

In addition, unlike several of the airline competitors, US Airways Group does not offer any defined benefit pension arrangement or nonqualified deferred compensation plans or arrangements to any of its named executive officers. US Airways Group discourages excessive risk-taking and prohibits executive officers from hedging its

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stock. Also, to further align compensation programs with leading practices, US Airways Group's board of directors has implemented clawback provisions for all incentive compensation paid to the named executive officers, including payouts under the cash incentive programs and all equity awards, and has implemented stock ownership guidelines that further align the named executive officers' long-term interests with those of US Airways Group's stockholders. Consistent with leading practices and US Airways Group's policy to do so annually, early in 2013, management conducted a comprehensive compensation risk assessment process, discussed the process and results with outside counsel and the compensation and human resources committee's compensation consultant, and reported to the committee that, in management's opinion, the compensation programs of US Airways Group do not create excessive risk-taking incentives that could have a material adverse effect on US Airways Group.

2012 Stockholder Approval of US Airways Group's Executive Compensation

At the 2012 annual meeting of stockholders, US Airways Group's stockholders voted, in non-binding advisory votes, to approve the compensation of the named executive officers (with an approval representing over 81% of the shares represented in person or by proxy at the meeting and entitled to vote). US Airways Group's compensation and human resources committee reviewed the result of the stockholders advisory vote on executive compensation and in light of the approval by a substantial majority of stockholders, did not implement changes to the executive compensation programs as a result of the vote. The committee will continue to endeavor to ensure that management's interests are aligned with those of stockholders and support long-term value creation.

Total Realized Compensation

The Total Realized Compensation Table below shows the compensation actually realized by the named executive officers in each of the last three years. This information is not intended as, nor should it be considered as, a substitute for the Summary Compensation Table on page 315, which is required by SEC regulations. The primary difference between the two tables arises from the accounting value attributed to equity awards at grant in the Summary Compensation Table while the Total Realized Compensation Table below shows the cash value actually realized by an executive officer exercising equity awards or having equity awards vest in a given year.

Total Realized Compensation Table

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards ^(a) (\$)	Option Awards ^(a) (\$)	Non-	All Other	Total Realized Compensation (\$)	Total Compensation as Reported in SCT ^(c) (\$)	Difference
						Equity Incentive Plan Compensation ^(b) (\$)				Compensation and Reported Compensation (\$)
W. Douglas Parker	2012	550,000	0	524,208	0	2,200,000	47,821	3,322,029	5,491,616	(2,169,587)
<i>Chairman of the Board and</i>	2011	550,000	0	136,242	0	466,813	63,915	1,216,970	3,824,762	(2,607,792)
<i>Chief Executive Officer</i>	2010	550,000	0	185,489	0	987,800	100,762	1,824,051	2,757,981	(933,930)
J. Scott Kirby	2012	535,604	0	366,987	0	2,164,236	26,879	3,093,706	4,612,574	(1,518,868)
<i>President</i>	2011	519,415	0	94,510	0	392,347	24,002	1,030,274	2,856,791	(1,826,517)
	2010	510,000	0	129,044	0	775,200	30,772	1,445,016	2,092,579	(647,563)
Robert D. Isom, Jr.	2012	472,592	0	208,600	0	1,790,269	49,502	2,520,963	3,384,280	(863,317)
<i>Executive Vice President</i>	2011	458,308	0	70,372	0	314,717	34,372	877,769	1,899,304	(1,021,535)
<i>and Chief Operating Officer</i>	2010	450,000	0	181,187	1,222,020	684,000	42,991	2,580,198	1,754,480	825,718
Stephen L. Johnson	2012	446,337	0	208,600	0	1,690,809	24,762	2,370,508	3,233,825	(863,317)
<i>Executive Vice President</i>	2011	432,846	0	0	0	297,232	34,476	764,554	1,856,461	(1,091,907)
<i>Corporate & Gov't Affairs</i>	2010	425,000	0	0	0	1,150,688	35,919	1,611,607	2,189,096	(577,489)

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Derek J. Kerr	2012	420,081	0	229,831	0	1,591,350	28,341	2,269,603	3,111,689	(842,086)
<i>Executive Vice President</i>	2011	407,385	0	50,779	0	319,748	26,951	804,863	1,845,991	(1,041,128)
<i>and Chief Financial Officer</i>	2010	388,750	0	42,475	1,259,980	608,000	28,700	2,327,905	1,602,939	724,966

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- (a) Total realized compensation represents the value realized from the exercise of SARs and the vesting of RSUs (as reflected in the Option Exercises and Stock Vested table on page 318).
- (b) Consists of payments under the annual incentive program and under the LTIPP as a result of the performance of US Airways Group.
- (c) Reflects total compensation as reported in the section entitled US Airways Group Executive Compensation Summary Compensation Table beginning on page 315, in accordance with SEC regulations.

Determination of Compensation***Role of the Compensation and Human Resources Committee in Compensation Decisions***

The compensation and human resources committee of US Airways Group administers the compensation program for all officers, including the named executive officers. The committee is comprised of four independent directors, each of whom is a non-employee director under Rule 16b-3 of the Exchange Act and an outside director for purposes of Section 162(m) of the Code. The committee's overarching goal is to create executive compensation programs that align management and stockholder interests over the long-term and that allow US Airways Group to recruit and retain a highly capable management team. The committee considers management input on its executive compensation programs but relies on its outside consultant, Towers Watson, for perspective and leading practice guidance. Towers Watson also provides leading practice data for the airline industry and Fortune 500 companies generally.

Some of the elements US Airways Group considers when designing compensation policies include attrition, diversity, and executive development needs. Management also will from time to time bring matters to the attention of the committee that might require alterations to compensation policies, especially when they have identified specific areas that require additional executive talent or unique executive skills that US Airways Group may not currently have in place.

Use of Compensation Consultants

The compensation and human resources committee has worked since 2007 with Towers Watson as its independent compensation consultant to assist in administering the executive compensation program. Since that time, Towers Watson has provided compensation counsel and helped establish performance metrics for the annual and long-term incentive programs.

Towers Watson assists US Airways Group by comparing specific elements of its compensation programs to other airlines, including American, Delta Air Lines, Southwest Airlines, and United Airlines, as well as to other broader market data covering companies of similar size (generally between \$10 billion and \$15 billion in revenue). It is relevant to review compensation programs at other airlines because US Airways Group competes with them for executive talent, as well as to review broader market data as its executives' skills are transferable to other industries. The compensation and human resources committee has sole authority with regard to the decision to retain Towers Watson and, while Towers Watson interacts with management from time to time in order to best coordinate with and deliver services to the committee, Towers Watson ultimately reports directly to the committee with respect to its executive compensation consulting advice. The total annual expense for the executive compensation advising services provided by Towers Watson to the committee during 2012 was approximately \$125,000.

Management also engages Towers Watson to perform actuarial and benefit valuation services for US Airways Group that are not part of the executive compensation services provided to the committee. US Airways Group uses Towers Watson as its actuary to measure certain obligations for self-insured employee long-term disability, workers compensation claims, and employee post-retirement medical benefits for financial reporting purposes. Additionally, US Airways Group uses Towers Watson as its actuary to measure US Airways Group's obligations related to a defined benefit pension plan covering certain Canadian employees. The total annual expense for this work during 2012 was approximately \$400,000. To further strengthen the independence of the work being performed for the committee and for US Airways Group there is separation between the personnel at

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Towers Watson that provide both of these services. The work conducted for management is generally provided by personnel at Towers Watson's Calgary and Philadelphia offices while the services provided to the committee are provided by personnel in their Chicago and Los Angeles offices. The compensation and human resources committee has assessed whether the services provided by Towers Watson raised any conflicts of interest pursuant to the SEC and NYSE rules, and has concluded that no such conflicts of interest exist.

Compensation Policies and Objectives

The compensation programs of US Airways Group should motivate the management team to maximize stockholder value over time without creating unnecessary or excessive risk-taking that would have a material adverse effect on it. US Airways Group attempts to accomplish this by creating compensation programs that are designed to:

attract and retain high-quality, results-oriented leaders from within and outside of the airline industry;

align the interests of the leadership team and stockholders through stock-based compensation, subject to vesting over time, as well as annual and long-term performance incentive awards;

motivate the achievement of strategic, operational, and financial goals that are consistent with stockholder interests;

increase variable compensation as management responsibilities increase; and

provide a total compensation package that recognizes both individual and corporate performance.

The philosophy of US Airways Group centers on creating a total compensation program that is competitive with the airline industry and general industry, but one that recognizes the smaller size, scope, and breadth (and the consequent weaker profitability) of the network of US Airways Group versus other network peer airlines. US Airways Group maintains total direct compensation levels for its chief executive officer and the named executive officers that are below the network peers, which include American, Delta Air Lines, and United Airlines, but that do not fall so behind those airlines that US Airways Group risks key executive attrition. Some of the data US Airways Group considered during its discussions on retention focused on total direct compensation and how that amount compares to executive compensation at the network peers. For 2012, total direct compensation for US Airways Group's chief executive officer, as reported in the section entitled "US Airways Group Executive Compensation Summary Compensation Table" beginning on page 315, was the lowest of, and 53% below the average for, the other large network airlines (using 2011 proxy compensation data reported in 2012 for Delta Air Lines and United Airlines).

Executive Compensation Mix with an Emphasis on Performance-Based Pay

US Airways Group's executive compensation structure includes fixed and performance-based pay. Specifically, the executive compensation consists of:

a base salary paid in cash;

an annual incentive program paid in cash;

a long-term incentive performance program paid in cash but calculated based on the relative performance of US Airways Group's share price over a three-year period;

stock-based compensation that is subject to vesting over time; and

other employee benefits that the compensation and human resources committee has determined to be prevalent in the airline industry. The overarching goal is to align executive and stockholder interests, so the executive compensation programs emphasize pay for performance (such that compensation is paid only if US Airways Group meets pre-determined performance targets) and equity-based compensation tied to the stock performance of US Airways

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Group. For 2012, 90% of the chief executive officer's total compensation was variable (pay elements other than fixed base pay) and dependent on company results. Of the variable amount, 70% (or 61% of total compensation) was tied to increasing long-term stockholder value by directly linking compensation to TSR or increased share price.

Salaries, annual incentive at target, and long-term incentives at target are each designed to provide on a combined basis a level of total cash compensation that ensures US Airways Group is competitive with other major airlines and reflects the relative responsibilities of its executives.

Base Salary

Base salaries provide fixed compensation that focuses on rewarding an executive's scope of responsibility, competence, and performance. When setting base salaries, US Airways Group considers the following:

the executive's level of responsibility, experience, and officer status;

the range of salaries for the particular level of executive in relation to that of the chief executive officer;

levels of market salaries among general industry and aviation industry; and

the evaluation of the executive's performance over time.

While the goal is to establish competitive base salaries, US Airways Group is more focused on establishing a culture where creating value for its stockholders is always at the forefront of its leadership team's decision-making. Over time, US Airways Group has reduced the emphasis on fixed compensation by establishing competitive base salaries that allow US Airways Group to recruit from other network airlines and general industry, but that also establish a heavier weighting towards pay-for-performance components.

This year, each of the named executive officers, other than the chief executive officer, received merit-based increases of 3% of their base salaries. This increase was comparable to percentage increases received by the other non-unionized work groups in 2012. At his own request, the chief executive officer continues to receive a base salary that has remained the same since he first took his position in September 2001. That base salary is \$550,000. The base salaries earned by all of the named executive officers during 2012 are set forth in the US Airways Group Executive Compensation Summary Compensation Table on page 315.

Annual Incentive Program

The executive officers and other key salaried employees have the opportunity to earn annual cash incentive awards under an annual incentive program if annual corporate goals are achieved and individual performance is consistent with predetermined performance criteria. Annual incentives also provide US Airways Group with a retention tool as employees in most cases generally must remain employed through the payment date in order to receive payment of any potential annual incentive program awards.

The US Airways Group 2012 AIP used pre-established financial and operational goals to drive results. In designing the performance criteria for the US Airways Group 2012 AIP, the compensation and human resources committee focused on establishing incentives designed to continue driving improved operational and financial performance so that, over the long-term, US Airways Group's share price would ultimately reflect these positive results. For 2012, for the named executive officers, payouts under the US Airways Group 2012 AIP were tied solely to the achievement of pre-established financial goals.

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The committee established a corporate financial performance goal for the US Airways Group 2012 AIP of pre-tax income excluding special items and profit sharing and annual incentive programs. For 2012, the threshold, target, and maximum performance levels for the financial metrics, as well as the corresponding annual incentive funding level, weighted in the manner described above, were as follows:

Financial Metric

	2012 Pre-tax Income Excluding Special Items and Profit Sharing and Annual Incentive Programs		Funding Level (100% of Total)
Threshold		\$0	0%
Target	\$	200,000,000	100%
Maximum	\$	400,000,000	200%

Any performance falling between threshold, target, and maximum levels would result in a pro rata adjustment of funding level based on straight-line interpolation. Also in January 2012, the committee, after engaging in a review of compensation programs utilized by the network peer airlines and the airline industry in general, established the following target payout levels for the US Airways Group 2012 AIP. In addition, bonuses were capped at 200% of base salary.

Named Executive Officer	2012 Target Payout Level
	as a Percentage of Base Salary
W. Douglas Parker	125%
J. Scott Kirby	110%
Robert D. Isom, Jr.	100%
Derek J. Kerr	100%
Stephen L. Johnson	100%

Annual Incentive Program Results

As a result of the increase in profitability in 2012, US Airways Group achieved pre-tax income (as adjusted for special items and profit sharing and annual incentive programs) of \$635 million, resulting in achievement of the pre-tax income goal at above the maximum level.

Performance Goal	2012 Target Performance Goal	Actual Performance	Funding Level (% of target)
2012 Pre-tax Income Excluding Special Items and Profit Sharing and Annual Incentive Programs ^(a)	\$ 200,000,000	\$ 635,000,000	200%

(a) Represents income before income taxes for the year ended December 31, 2012 excluding special items (as detailed in the Current Report on Form 8-K filed by US Airways Group on January 23, 2013) and profit sharing and annual incentive programs.

Based on the funding level as described above, and subject to the discretion of the committee, each named executive officer was entitled to and received the maximum bonus capped at 200% of base salary.

US Airways Group's 2013 annual incentive program is substantially similar to the US Airways Group 2012 AIP, except that the financial target and maximum pre-tax income levels have been increased.

Long-Term Incentive Performance Program

US Airways Group has a cash-based long-term incentive performance program to focus the management team's efforts on stockholder return over a multi-year period. This program motivates executives to achieve long-term strategic goals consistent with stockholder interests and aligns

the interests of management and stockholders by tying payment directly to the stock price performance of US Airways Group relative to that of other airlines, a

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measure which represents tangible returns for stockholders. In addition, long-term incentives provide a valuable retention tool, as employees in most cases must remain employed through the payment date, generally three years after grant, in order to receive payment of their long-term incentive program awards. In limited cases, there are exceptions for termination of employment due to retirement, death, or disability, as described under the section entitled US Airways Group Executive Compensation Potential Payments upon Termination or Change in Control beginning on page 319.

The LTIPP provides a cash incentive if US Airways Group achieves a minimum threshold ranking for relative TSR, over rolling three-year performance cycles. The relative performance is ranked over the three-year period against a pre-defined group of airlines. At the end of each performance cycle, the amount of TSR, as calculated based on the price appreciation of the common stock of US Airways Group and the amount of any dividends paid during the performance cycle, is compared against the TSR of these airlines. The price appreciation component of TSR for each company is calculated by taking the average of the daily closing prices over the three-month period before the measurement date. The compensation and human resources committee chose TSR as measured over a multi-year period as the performance measure for the LTIPP because it is a measure commonly used in the airline industry. Establishing multi-year cycles makes the program effective on a long-term basis because it accommodates the highly volatile and cyclical nature of US Airways Group's industry. Measuring TSR in relation to other airlines also encourages management to not only drive returns for stockholders but also to outperform the other U.S.-based airlines. The LTIPPs for awards beginning in 2011 are comprised of cash awards granted under the 2008 Plan. For performance periods commencing in 2012 and 2013, cash awards will be granted under the 2011 Plan.

At the beginning of each LTIPP cycle, incentive awards are set as a percentage of base salary, with higher percentages payable for higher level executives. This structure was designed to further the compensation goal of increasing the relative amount of compensation at risk as management responsibilities increase, and by making a higher proportion of the total compensation for higher level executives contingent upon achieving stated long-term corporate goals. The committee assigns a threshold, target, and maximum performance goal. A certain percentage of base salary is paid upon achieving each goal, and straight-line interpolation is applied to determine payouts for performance that falls between threshold and target and between target and maximum. Payment is generally made in cash within 60 days after the end of the performance cycle, but in no event later than March 15th following the year in which the performance cycle ends. The committee does not have discretion to increase or decrease the awards once a performance cycle has begun. However, the committee may discretionarily determine special performance cycles other than the usual three-year periods beginning each January 1, if it deems that action appropriate.

Table of Contents**Cycle Ended December 31, 2012**

In early 2010, the compensation and human resources committee established a three-year performance cycle commencing on January 1, 2010 and ending on December 31, 2012, and, with the assistance and advice of Watson Wyatt, the committee established TSR rankings in comparison to the following publicly traded airlines: AirTran Airways, Alaska Airlines, American, Continental Airlines, Delta Air Lines, Hawaiian Airlines, JetBlue Airways, Southwest Airlines, and United Airlines. These companies were chosen at the start of the cycle because at that time they reflected reasonable choices for potential investor capital. The committee also set target payout levels for the 2010-2012 performance cycle, which would have been achieved at a TSR rank of five out of the ten airlines at 125% of base salary at the chief executive officer level, 115% of base salary at the president level, and 100% of base salary at the executive vice president level, as shown in the chart below. US Airways Group's TSR for the cycle ended December 31, 2012 ranked number one among the peer airlines resulting in maximum payments under this program for those results, as shown below.

TSR Relative Rank	Payout as a % of Base Salary		
	CEO	President	EVP
1-2 of 10 (Maximum)	200%	200%	175%
3 of 10	175%	172%	150%
4 of 10	150%	143%	125%
5 of 10 (Target)	125%	115%	100%
6 of 10	90%	82%	72%
7 of 10 (Threshold)	54%	49%	43%
8-10 of 10	0%	0%	0%

Current Cycles

In 2012 there were two other cycles running under the LTIPP. The first cycle began January 1, 2011 and ends December 31, 2013, the second began January 1, 2012 and ends December 31, 2014. For the cycle that began January 1, 2011 and ends December 31, 2013, US Airways Group's TSR will be compared to the following eight airlines: AirTran Airways, Alaska Airlines, American, Delta Air Lines, Hawaiian Airlines, JetBlue Airways, Southwest Airlines, and United Airlines. For the cycle that began January 1, 2012 and ends December 31, 2014, US Airways Group's TSR will be compared to the following nine airlines: Alaska Airlines, American, Delta Air Lines, Hawaiian Airlines, JetBlue Airways, Republic, Spirit Airlines, Southwest Airlines, and United Airlines. To the extent one or more of these companies are no longer publicly traded due to industry consolidation (as was the case for Continental Airlines and AirTran Airways), then the TSR for that company is calculated by using a fixed exchange ratio equal to the ratio at which stock of the surviving company was exchanged at the time of consolidation (for example, Continental Airlines' TSR is calculated using an exchange ratio of 1.05 to give effect to the change in the TSR in connection with the merger with United Airlines).

The following chart provides payment levels for the performance cycle beginning January 1, 2011 through December 31, 2013:

TSR Relative Rank	Payout as a % of Base Salary		
	CEO	President	EVP
1-2 of 9 (Maximum)	200%	200%	175%
3 of 9	175%	172%	150%
4 of 9	150%	143%	125%
5 of 9 (Target)	125%	115%	100%
6 of 9	82%	75%	65%
7 of 9 (Threshold)	38%	35%	30%
8-9 of 9	0%	0%	0%

Although executives are generally required to remain employed through the payment date in order to receive payment of an LTIPP, there are exceptions for termination of employment due to retirement, death, or disability, as described under the section entitled US Airways Group Executive Compensation Potential Payments upon Termination or Change in Control beginning on page 319.

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Stock-Based Compensation

A fourth component of the compensation programs consists of stock-based compensation subject to vesting over time. US Airways Group makes annual awards of stock-based compensation to focus key employees on US Airways Group's performance over time and to further link the interests of recipients and stockholders. The compensation and human resources committee believes that stock-based awards, coupled with vesting requirements, provide an appropriate incentive to employees to meet the long-term goal of maximizing stockholder value. US Airways Group's insider trading policy prohibits executive officers from hedging the economic risk of security ownership, and its stock ownership guidelines help further align its compensation policies with stockholder interests.

The compensation and human resources committee determines the number of awards to be granted to an individual based upon a variety of factors, including:

level of responsibility and job classification level;

job performance;

retention value; and

the results of compensation analyses described earlier in this proxy statement/prospectus.

The equity grants generally consist of RSUs and SARs. These grants historically have been made under the 2005 Plan and the 2008 Plan and, commencing in 2012, were made under the 2011 Plan. All three plans are long-term compensation plans that provide for the award of ISOs, NSOs, SARs, stock purchase awards, stock incentive awards, stock unit awards, and other forms of equity compensation (including performance-based stock awards), as well as performance-based cash awards, to executives and other key salaried employees.

Vesting requirements are designed to increase retention and create incentives for the achievement of long-term strategic goals, as well as provide an incentive to create stockholder value over time since the full benefit of the SARs cannot be realized unless stock appreciation occurs over a number of years. In recent years, equity awards have been granted subject to a three-year vesting period. RSUs serve as a complementary retention tool to SARs and stock options, and may provide for dividend equivalents if so determined by the committee. While US Airways Group does not currently declare dividends, providing for dividend equivalents if and when dividends are declared better aligns the executive's incentives with those of stockholders, who receive the actual dividend payment.

In April 2007, the committee adopted an equity grant policy to standardize the timing, practices, and procedures in granting equity awards. The policy provides that equity grants, other than new hire, promotion, or special purpose grants, will be granted once per year at the second regularly scheduled meeting of the committee or at a special meeting held for this purpose as close in time to the regularly scheduled meeting as practicable. Grants of equity compensation may also be affected by employment agreement provisions. Mr. Parker's employment agreement provides that Mr. Parker will be granted equity-based awards commensurate with his status as the most senior executive officer, at the times when equity grants are made to other senior executive officers as a group. The committee also establishes the target of equity value to be granted each year to level of responsibility and job classification. For 2012, this included the objective of providing approximately \$2,694,000 of equity-based compensation to the chief executive officer.

Because US Airways Group's base salary structure is low relative to its peer network airlines and to other industries, its target incentive opportunity and target cash long-term incentive performance program opportunity (both of which are driven by multiples of base salary) are lower than the network peers and other industries. In April 2011, as part of US Airways Group's continued focus on performance-based compensation and after considering the total compensation of executives at peer network airlines, US Airways Group determined to increase the amount of at-risk compensation for its executives to levels more in line with its network peers by increased equity grant opportunities.

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Similar to 2011, 2012 equity grants were in the form of a value mix of 50/50 SARs and RSUs. US Airways Group considered general industry data in reaching this mix as well as the mix typically granted in the airline industry. For 2012, total direct compensation for US Airways Group's chief executive officer, as reported in the US Airways Group Executive Compensation Summary Compensation Table beginning on page 315, was 53% below the average for the other large network airlines (using 2011 proxy compensation data reported in 2012 for Delta Air Lines and United Airlines). Please see the US Airways Group Executive Compensation Grants of Plan-Based Awards in 2012 table on page 316 for a description of the grants awarded to the named executive officers during 2012.

Other Benefits and Perquisites

US Airways Group maintains broad-based employee benefit plans in which all employees, including the named executive officers, participate, such as group life and health insurance plans and a 401(k) plan. These benefits are provided as part of the basic conditions of employment that US Airways Group offers to all employees.

Flight Benefits

As is standard airline industry practice, US Airways Group provides certain flight benefits to its employees. Free flights on its airline are available to all employees, although positive space travel benefits are provided to the named executive officers and other senior employees, and US Airways Group covers the income tax liabilities related to those enhanced flight benefits. US Airways Group believes that such enhanced flight benefits for the named executive officers are consistent with airline industry practice and are critical for the retention of the most senior employees. By providing positive space travel without tax consequences to its executives, US Airways Group is able to offer a unique and highly valued benefit at a low cost. This benefit also encourages executives to travel on the airline frequently, and while doing so, meet and listen to employees, solicit feedback from employees and customers, and audit aircraft appearance and quality, and monitor operational performance throughout the domestic and international route system.

The flight benefits provided to executive officers include unlimited reserved travel in any class of service, for the executive and his or her immediate family, including eligible dependent children, for personal purposes. The executive officer and his or her immediate family, including eligible dependent children, also have access to travel lounges at various airports. The executive officer's parents may also travel in any class of service if space is available, subject to a service fee and payment of any applicable security fees and international taxes. The executives are also eligible for 12 free round-trip passes or 24 free one-way passes each year for reserved travel for non-eligible family members and friends, and US Airways Group covers the income tax liability related to these flight benefits. The executive officers are required to pay any international fees and taxes, if applicable.

Other Enhanced Benefits to Named Executive Officers

US Airways Group also provides certain of its executives, including the named executive officers, with other enhanced benefits and perquisites in order to provide convenience and support services that allow them to more fully focus attention on carrying out their responsibilities to US Airways Group's stockholders. In addition, these benefits and perquisites are common in the airline industry and consequently are necessary for US Airways Group to be competitive in recruiting and retaining talented executives. The incremental cost to US Airways Group of the benefits is not material.

Executive officers receive life insurance and long-term disability benefits that are at an enhanced level compared to what is provided for other employees. US Airways Group also makes additional cash payments to certain named executive officers to cover their income tax liabilities associated with taxable life insurance benefits. These are grandfathered benefits for three of five named executive officers; US Airways Group does not offer this benefit to other named executive officers nor does US Airways Group have plans to offer this benefit to newly hired named executive officers. US Airways Group also offers executives perquisites in the form of

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financial advisory services and executive physicals. Each year, US Airways Group will reimburse up to \$4,500 for senior vice presidents or higher level officers to receive personal tax planning, estate planning, and retirement planning services from a certified financial planner, certified public accountant, or attorney. US Airways Group also pays the full cost of executive physicals and up to \$2,500 of additional diagnostic tests elected by the executive. Executives also have the opportunity to use tickets that US Airways Group receives pursuant to marketing agreements with sports franchises and sky boxes at various athletic stadiums for personal use at no cost to the executive.

Parker Enhanced Benefits

As required under Mr. Parker's employment agreement as last amended and restated in 2007, US Airways Group presently pays monthly dues and assessments for one club membership. In addition, Mr. Parker is a participant in the America West Directors' Charitable Contribution Program, under which US Airways Group pays annual premiums on a joint life insurance policy. Under the program established by America West in 1994, a \$1 million death benefit will be donated to one or more qualifying charitable organizations chosen by Mr. Parker. For a more detailed description of the charitable contribution program, see the narrative above under the Director Compensation table.

For additional information on any individual benefits provided to the named executive officers on an individual basis, see the section entitled "US Airways Group Executive Compensation - Summary Compensation Table" beginning on page 315 and the section entitled "US Airways Group Executive Compensation - Employment and Other Executive Agreements" beginning on page 318.

Severance Arrangements

Change in control and severance benefits are essential for US Airways Group to fulfill its objective of attracting and retaining key managerial talent. As such, US Airways Group has entered into executive change in control agreements with the named executive officers and has entered into an employment agreement with Mr. Parker that provides for severance payments upon qualifying terminations. These agreements were adopted to reinforce and encourage the continued attention and dedication of members of management to their assigned duties without the distraction arising from the possibility of a change in control, and to enable and encourage management to focus their attention on obtaining the best possible outcome for stockholders without being influenced by their personal concerns regarding the possible impact of various transactions on the security of their jobs and benefits. In addition to providing severance benefits to any participant who incurs a termination of employment under certain circumstances following a change in control, Mr. Parker's agreement provides for severance benefits in the event of termination other than for misconduct or termination by Mr. Parker for good reason under circumstances not involving a change in control. Under the agreements, in the event of a change in control or a qualifying termination, eligible executives may be entitled to receive a multiple of their salary, equity award acceleration, lifetime flight privileges, and certain other benefits as more fully described in the section entitled "US Airways Group Executive Compensation - Potential Payments upon Termination or Change in Control" beginning on page 319.

In connection with the Merger, each US Airways Group named executive officer has agreed to waive his or her rights under such agreement to accelerated vesting of US Airways Group stock options, RSUs, and/or SARs, in each case, solely as a result of the Closing, and instead has agreed to a right to "double trigger" accelerated vesting of such equity awards upon a qualifying termination in connection with the Closing.

Table of Contents**Continuing Focus on Leading Practices*****Stock Ownership Guidelines***

US Airways Group has a stock ownership policy for the named executive officers. Executives are required to hold a number of shares of stock equal to the lesser of either (i) a fixed number of shares or (ii) a number of shares with a total value equal to a designated multiple of their base salary, as set forth in the table below. Ownership is determined based on the combined value of the following executive holdings: (a) shares owned outright or in a trust for their benefit; (b) shares held in benefit plans; and (c) restricted stock or RSUs subject to time-vesting. Executives have five years from the date of implementation of the policy or the time of appointment or promotion to comply with the ownership policy. The compensation and human resources committee will annually review the executive officers' stock ownership status and the timeline for compliance. Under the policy, executives who are not in compliance with the stock ownership levels must hold after-tax post-exercise shares upon any stock option exercise or vesting of RSUs until compliance with their respective stock ownership level is reached.

Stock Ownership Guidelines

Position/Levels	Multiple of	
	Base Salary	Fixed Shares or Units
Chief Executive Officer	5X	400,000
President	2X	133,333
Executive Vice President	1X	50,000

Clawback Policy

US Airways Group has a clawback policy that applies to all named executive officers and covers all compensation under the cash incentive programs and all equity awards. The policy applies in the event US Airways Group's financial statements are restated as a result of material non-compliance with financial reporting rules and provides the board with broad discretion as to what actions may be taken based on circumstances leading to the restatement, including recovery of incentive-based compensation received by an executive officer during the three-year period preceding the restatement in excess of what the executive officer would have been paid under the restatement. The compensation and human resources committee is monitoring regulatory developments with respect to compensation recoupment policies and will recommend to the board any changes to the current policy that are necessary or appropriate in light of guidance issued by the SEC.

Tax and Accounting Considerations

Section 162(m) of the Code generally disallows a tax deduction to public companies for compensation in excess of \$1.0 million paid to the chief executive officer or the next three most highly compensated executive officers (other than the chief financial officer). Performance-based compensation arrangements may qualify for an exemption from the deduction limit if they satisfy various requirements under Section 162(m) of the Code. The compensation and human resources committee considers the impact of this rule when developing and implementing executive compensation programs and attempts to structure the programs to comply with these requirements. However, the committee believes that it is important to preserve flexibility in designing compensation programs and in some cases has adopted compensation components that do not meet the requirements of Section 162(m) of the Code. While SARs granted under the 2011 Plan, and previously under the 2008 Plan and the 2005 Plan and LTIPP awards are intended to qualify as performance-based (as defined in the Code), amounts paid under the other compensation programs may not qualify.

The committee also considers the manner in which compensation is treated for accounting purposes when developing and implementing executive compensation programs. In particular, the committee considers the accounting treatment of alternative forms of stock-based compensation under ASC Topic 718 when approving awards of stock-based compensation.

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US AIRWAYS GROUP COMPENSATION AND HUMAN RESOURCES COMMITTEE REPORT

The US Airways Group compensation and human resources committee has reviewed and discussed with US Airways Group management the US Airways Group Compensation Discussion and Analysis included in this proxy statement/prospectus. Based on this review and discussion, the compensation and human resources committee recommended to the board of directors of US Airways Group that the Compensation Discussion and Analysis be included in this proxy statement/prospectus.

Respectfully submitted,

US Airways Group Compensation and Human Resources

Committee

Matthew J. Hart (Chair)

Richard C. Kraemer

Cheryl G. Krongard

Denise M. O'Leary

This report of the compensation and human resources committee of the US Airways Group's board of directors is not deemed to be soliciting material or to be filed with the SEC or subject to the SEC's proxy rules or the liabilities of Section 18 of the Exchange Act, and the report will not be deemed to be incorporated by reference into any prior or subsequent filing by US Airways Group under the Securities Act or the Exchange Act.

Table of Contents**US AIRWAYS GROUP EXECUTIVE OFFICERS**

The following table lists US Airways Group's executive officers as of May 10, 2013, including their ages and principal occupations. Each of the executive officers is also an executive officer of US Airways Group's principal operating subsidiary, US Airways.

Name	Age	Title
W. Douglas Parker	51	Chairman of the Board and Chief Executive Officer
J. Scott Kirby	45	President
Elise R. Eberwein	47	Executive Vice President People, Communications, and Public Affairs
Robert D. Isom, Jr.	49	Executive Vice President and Chief Operating Officer
Stephen L. Johnson	56	Executive Vice President Corporate and Government Affairs
Derek J. Kerr	48	Executive Vice President and Chief Financial Officer

Set forth below is certain information as of May 10, 2013 regarding US Airways Group's executive officers.

See the section entitled "Proposal 4: Election of Directors" beginning on page 272 for similar information regarding W. Douglas Parker as of May 10, 2013.

J. Scott Kirby

Mr. Kirby joined AWA as senior director schedules and planning in 1995. In 1997, Mr. Kirby was elected to the position of vice president planning, and in 1998 he was elected to the position of vice president revenue management. In 2000, he was elected to the position of senior vice president e-business and technology of AWA. He was elected as executive vice president sales and marketing of AWA in 2001. Mr. Kirby served as executive vice president sales and marketing of US Airways Group in 2005 until his promotion to President in 2006.

Elise R. Eberwein

Ms. Eberwein joined AWA in 2003 as vice president corporate communications. From September 2005 through October 2005, Ms. Eberwein served as vice president corporate communications of US Airways Group. She served as senior vice president corporate communications from 2005 to 2006, when she was appointed as senior vice president people, communication, and culture. In 2009, Ms. Eberwein was appointed as executive vice president people and communications, and in 2010, Ms. Eberwein assumed the public affairs responsibilities. Prior to joining AWA, Ms. Eberwein held various communications positions for three other airlines, including Frontier Airlines, where she served as vice president communications from 2000 until she joined AWA. Ms. Eberwein began her career at Trans World Airlines, where she served in various positions, including director of communication support services, sales promotion manager, in-flight services new hire supervisor, flight service manager, and flight attendant.

Robert D. Isom

Mr. Isom joined AWA as senior director financial planning and analysis in 1995. He was elected to vice president operations planning for AWA in 1997. In 2000, Mr. Isom was elected to the position of vice president revenue management. Mr. Isom left AWA in 2000 to serve as vice president finance for Northwest Airlines, Inc. In 2001, he was appointed vice president international for Northwest Airlines, and in 2003 he was appointed senior vice president ground operations and customer service. Mr. Isom left Northwest Airlines in 2005 to serve as chief operating officer of Residential Capital, LLC, a real estate finance company. He was appointed chief restructuring officer of GMAC LLC, a financial services company, in 2006. In 2007, Mr. Isom was elected executive vice president and chief operating officer of US Airways Group.

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Stephen L. Johnson

Between 1995 and 2003, Mr. Johnson held a variety of positions with America West and AWA, including senior vice president corporate affairs and executive vice president corporate. From 2003 to 2009, Mr. Johnson was a partner at Indigo Partners LLC, a private equity firm, which specializes in acquisitions and strategic investments in the airline, aircraft finance, and aerospace industries. In March 2009, Mr. Johnson was appointed executive vice president corporate of US Airways Group. In 2010, Mr. Johnson's responsibilities were expanded to include government affairs.

Derek J. Kerr

Mr. Kerr joined AWA as senior director financial planning in 1996. He was elected to the position of vice president financial planning and analysis in 1998. In 2002, Mr. Kerr was elected senior vice president financial planning and analysis. He was elected senior vice president and chief financial officer of AWA and America West in 2002. Beginning in 2005, he served as senior vice president and chief financial officer of US Airways Group. In 2009, Mr. Kerr was appointed as executive vice president and chief financial officer. In 2010, Mr. Kerr's responsibilities were expanded to include information technology.

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US AIRWAYS GROUP EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth compensation earned by US Airways Group named executive officers in the years ended December 31, 2012, 2011, and 2010.

Name and Principal Position	Year	Salary (\$)	Stock Awards \$(a)	Option Awards \$(b)
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