

SETTLEMENT AGREEMENT AND RELEASES

This Settlement Agreement and Releases, together with its Exhibits (the "Settlement Agreement") is entered into as of this 29th day of March, 2013, by and between American Airlines, Inc. ("American"), on the one hand, and Orbitz Worldwide, LLC ("Orbitz"), on the other hand. American and Orbitz are each independently referred to herein as a "Party" and, together, as the "Parties."

I. RECITALS

WHEREAS, on April 12, 2011, American filed suit against Travelport Limited and Travelport, LP (together, "Travelport") and against Orbitz in the United States District Court for the Northern District of Texas, Fort Worth Division (the "Court") in the matter styled *American Airlines, Inc. v. Sabre, Inc., et al.*, Case Number 4:11-cv-00244-Y (the "Federal Action");

WHEREAS, on June 1, 2011, American amended its complaint in the Federal Action to include defendants Sabre, Inc., Sabre Holdings Corporation, and Sabre Travel International Ltd. (collectively, "Sabre");

WHEREAS, in the Federal Action, American alleges, among other things, claims against Sabre, Travelport, and Orbitz for conspiracy and antitrust violations based on Sections 1 and 2 of the Sherman Act, 15 U.S.C. §§ 1-2;

WHEREAS, on November 29, 2011, AMR Corporation and its affiliated debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, as amended (the "Bankruptcy Case") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, to avoid the costs and expenses associated with the Federal Action between the Parties, the Parties desire to fully compromise and settle the Federal Action solely as between the Parties and all of the disputes and controversies arising from or related to the Federal Action between the Parties, including, but not limited to, all claims, counterclaims, or third-party claims asserted, or that could have been asserted, by one Party against the other Party in any forum, including any claims for attorneys' fees, interest, or costs that have been or could have been asserted by the Parties, as set forth in this Settlement Agreement;

WHEREAS, the Parties intend that the full terms and conditions of their compromise and settlement be set forth in this Settlement Agreement;

WHEREAS, the Parties wish to fully and finally resolve the Federal Action as between them without acknowledgment of fault or liability;

WHEREAS, the Parties do not intend for this Settlement Agreement to release, compromise, or in any way affect any claims or defenses American has or may have, whether known or unknown, against Travelport or Sabre, regardless of whether such claims or defenses are asserted in the Federal Action;

NOW, THEREFORE, in consideration of the recitals, covenants, releases, and agreements contained in this Settlement Agreement, and for other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties hereby agree as follows:

II. TERMS

1. Release and Covenant Not to Sue.

- 1.1. Upon the Effective Date (defined in Paragraph 12 below), American, on behalf of itself and its parents, subsidiaries, affiliates, members, managers, shareholders, former shareholders, employees, partners, officers, directors, agents, insurers, and legal counsel (collectively, the "American Releasing Parties"), hereby releases, discharges, and acquits Orbitz, together with any past, present, and future members, officers, directors, partners, principals, agents, insurers, servants, employees, administrators, executors, trustees, attorneys, related or affiliated corporate and/or partnership entities, including corporations, limited liability companies, general and/or limited partnerships, parents, and subsidiaries, and all of their past, present, and future employees, officers, shareholders, members, managers, directors, agents, insurers and legal counsel, except as provided herein (collectively, the "Orbitz Released Parties") from the Federal Action and any and all claims, debts, damages, demands, rights, liabilities, suits, matters, issues and causes of action of every nature and description whatsoever arising from a common nucleus of operative fact that could have been asserted in the Federal Action, whether or not concealed or hidden, known or unknown, existing or accruing as of the Effective Date, including all claims for attorneys' fees or other legal expenses (the "American Released Claims"). Notwithstanding anything to the contrary herein, the Orbitz Released Parties shall not include Sabre, Travelport, or any of their past, present, or future members, officers, directors, partners, principals, agents, insurers, servants, employees, administrators, executors, trustees, attorneys, parents, subsidiaries, representatives of any kind, or any person or entity who may have the right to defend or assert claims against American by, through, or under Sabre or Travelport (collectively, the "Carved-Out Defendants").
- 1.2. Upon the Effective Date (defined in Paragraph 12 below), Orbitz, on behalf of itself and its parents, subsidiaries, affiliates, members, managers, shareholders, former shareholders, employees, partners, officers, directors, agents, insurers, and legal counsel, but excluding Travelport (collectively, the "Orbitz Releasing Parties"), hereby releases, discharges, and acquits American, together with any past, present, and future members, officers, directors, partners, principals, agents, insurers, servants, employees, administrators, executors, trustees, attorneys, related or affiliated corporate and/or partnership entities, including corporations, limited liability companies, general and/or limited partnerships, parents, and subsidiaries, and all of their past, present, and future employees, officers, shareholders, members, managers, directors, agents, insurers and legal counsel (collectively, the "American Released Parties") from any and all claims, debts, damages, demands, rights, liabilities, suits, matters, issues and causes of action of every nature and description whatsoever

arising from a common nucleus of operative fact that could have been asserted in the Federal Action, whether or not concealed or hidden, known or unknown, existing or accruing as of the Effective Date, including all claims for attorneys' fees or other legal expenses (the "Orbitz Released Claims").

- 1.3. With respect to any and all claims encompassed by subsection 1.1 and 1.2 above that any Releasor does not know or suspect to exist in his, her, or its favor at the time of giving the release in this Settlement Agreement that if known by him, her, or it, might have affected his, her, or its settlement and release in this Settlement Agreement, each Releasor shall expressly waive or be deemed to have waived and by operation of the Bankruptcy Court Order (as defined below) shall have waived the provisions, rights, and benefits of California Civil Code §1542, to the extent it applies (and any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, that is similar, comparable, or equivalent in effect to California Civil Code §1542), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

- 1.4. American has provided Orbitz with what it represents to be section 3.6 of the Galileo Content Amendment dated as of March 7, 2013 between American and Travelport, L.P. and Travelport Global Distribution System B.V., and what it represents to be section 3.6 of the Worldspan Content Amendment dated as of March 7, 2013 between American and Travelport, LP. Based on those representations, and its review of section 3.6 of the agreements, Orbitz covenants not to bring any suit or claim against any of the American Released Parties with respect to section 3.6 of the Galileo Content Amendment dated as of March 7, 2013 between American and Travelport, L.P. and Travelport Global Distribution System B.V., or section 3.6 of the Worldspan Content Amendment dated as of March 7, 2013 between American and Travelport, LP.

2. Dismissal of the Federal Action. Within three business days of the date this Settlement Agreement is executed (the "Execution Date"), the Parties shall jointly notify the Court that they have reached a settlement of the claims asserted by American against Orbitz subject only to the occurrence of the Effective Date and request that the Court stay all further proceedings as between the Parties until the occurrence of the Effective Date (as defined in Paragraph 12). Upon the occurrence of the Effective Date, American shall seek to dismiss Orbitz from the Federal Action with prejudice by filing an agreed motion substantially in the form of Exhibit A to this Settlement Agreement.
3. Carved-Out Defendants. Nothing in this Settlement Agreement shall affect the rights of American or the American Releasing Parties from pursuing or asserting any and all past, present, or future claims, defenses, debts, damages, demands, rights, liabilities, suits, matters, issues, or causes of action of every nature and description, whether or not related to or

asserted in the Federal Action, known or unknown, or concealed or hidden, against the Carved-Out Defendants.

4. Covenants, Representations, and Warranties.

4.1. American Covenants, Representations, and Warranties.

4.1.1. American is a Delaware corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. American and certain of its affiliates are debtors in possession under chapter 11 of the Bankruptcy Code, and American's entry into this Settlement Agreement and the delivery of the releases set forth herein is subject to Bankruptcy Court approval. Subject only to the receipt of Bankruptcy Court approval, American has all necessary power and authority to execute, deliver, and perform its obligations under this Settlement Agreement as contemplated by its applicable governing documents (the "American Governing Documents").

4.1.2. Subject to the occurrence of the Effective Date, the execution, delivery, and performance of this Settlement Agreement (a) are within American's powers, (b) have been duly authorized by all necessary action on its behalf and all necessary consents or approvals have been obtained and are in full force and effect and (c) do not conflict with or violate any of the terms and conditions of (i) the American Governing Documents, (ii) any applicable law, or (iii) any contracts to which it is a party.

4.2. Orbitz Covenants, Representations, and Warranties.

4.2.1. Orbitz is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation. It has all necessary power and authority to execute, deliver and perform its obligations under this Settlement Agreement as contemplated by its applicable governing documents (the "Orbitz's Governing Documents").

4.2.2. The execution, delivery and performance of this Settlement Agreement (a) are within its powers, (b) have been duly authorized by all necessary action on its behalf and all necessary consents or approvals have been obtained and are in full force and effect and (c) do not violate any of the terms and conditions of (i) the Orbitz's Governing Documents, (ii) any applicable law, or (iii) any contracts to which it is a party.

5. Litigation and Attorneys' Fees, Expenses, and Costs. The Parties agree that each Party shall be solely responsible for its own respective Federal Action costs and fees, attorneys' fees, expenses, and all other costs incurred in connection with the Federal Action and this Settlement Agreement.

6. Acknowledgement of Mutual Compromise and Valuable Consideration. The Parties hereby acknowledge and agree that the exchange set forth in this Settlement Agreement reflects a

mutual compromise and constitutes an exchange of valuable consideration. Each Party agrees that such exchange is a material inducement to entering into this Settlement Agreement.

7. Confidentiality.

- 7.1. The Parties acknowledge that the Settlement Agreement and its terms constitute sensitive, confidential business information ("Confidential Information"). Accordingly, the Parties agree to the following restrictions on the use and disclosure of Confidential Information:
- 7.2. Confidential Information shall not be disclosed by the Parties or by anyone acting on their behalf, except that the Parties may disclose such information (i) to their attorneys, tax advisors, insurance carriers, and auditors, who have a need to know such information; provided that the Party disclosing such Confidential Information shall inform the recipient of the confidential nature of such information, and the restrictions on the use and disclosure of such information; (ii) in connection with any required filing with the Securities and Exchange Commission which, in the judgment of such Party's or its counsel, requires the disclosure of such information, (iii) in response to a court order or compulsory process from any Governmental Authority or any request from the DOJ, or (iv) as otherwise required by applicable law, in the judgment of such Party's counsel.
- 7.3. In addition to the exceptions in Section 7.2, American may disclose this Settlement Agreement any amendments thereto, the terms and conditions of any of the foregoing, and any other Confidential Information, as follows: (a) to (i) the Unsecured Creditors Committee and its advisors, (ii) Milbank, Tweed, Hadley & McCloy and Houlihan, Lokey as advisors to the Ad Hoc Committee of Bondholders, and (iii) Kramer, Levin and The Seabury Group, as advisors to Bank of New York Mellon, Trustee, and (iv) the fee examiner in the Bankruptcy Case, such disclosure being subject to the terms of existing confidentiality agreements with each of the foregoing, and (b) American may disclose and may file the foregoing in connection with obtaining the Bankruptcy Court Order subject to the provisions of Paragraph 12 of this Settlement Agreement.
- 7.4. In the case of a subpoena or court order seeking or purporting to require access to Confidential Information, the Settlement Agreement, or information about its terms (a "Disclosure Request"), the Party receiving the Disclosure Request (the "Receiving Party") agrees, to the extent permitted by law, to notify the other Party and their counsel promptly upon receipt of the Disclosure Request and to provide counsel with a copy thereof. The Receiving Party agrees to use its reasonable efforts, as permitted by applicable law, to cooperate with the other Party in any reasonable efforts by such Party to prevent or limit the disclosure of Confidential Information (such as obtaining a protective order, stay of disclosure, or other available remedy), unless doing so would expose such Party to any liability or legal sanction. The foregoing requirements of this Paragraph do not apply to any requests for access to this Settlement Agreement from the DOJ.

8. Joint Public Announcement; No Other Public Comment. Upon execution of this Settlement Agreement, American and Orbitz will promptly make a joint public announcement in the form attached as Exhibit B. Neither Party may make any additional public announcement or public disclosure to any third party regarding the existence or nature of the discussions hereunder, the Settlement, the Settlement Agreement, or any other matters contemplated herein, unless the other Party has given its specific prior written consent to such public announcement or public disclosure, or except as provided by this Settlement Agreement.
9. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given:
- (a) when personally delivered;
 - (b) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first Business Day thereafter, if transmitted by facsimile or telecopier with confirmation of receipt;
 - (c) on the third Business day following mailing by certified mail, return receipt requested, postage prepaid; or
 - (d) on the next Business Day following delivery to an overnight courier;

If to American, delivered to:

American Airlines, Inc.,
4333 Amon Carter Boulevard, MD5675
Fort Worth, Texas 76155
Attention: Gary Kennedy, Senior Vice President and General Counsel

with a courtesy copy (*which does not constitute notice*) delivered to:

Weil, Gotshal & Manges LLP
Attention: Richard Rothman, Esq.
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Email: richard.rothman@weil.com

If to Orbitz, delivered to:

Orbitz Worldwide, LLC
500 West Madison Avenue, Suite 1000
Chicago, Illinois 60606
Attention: Jim Rogers, Senior Vice President & General Counsel,
and Craig Sonnenschein, Assistant General Counsel

with a courtesy copy (*which does not constitute notice*) delivered to:

Latham & Watkins LLP
505 Montgomery St., Ste. 2000
San Francisco, CA 94111
Attention: Christopher S. Yates, Esq.
Telephone: (415) 395-8157
Fax: (415) 395-8095
Email: chris.yates@lw.com

10. No Admission of Fault or Liability. Neither the execution and delivery of this Settlement Agreement, nor compliance with its terms, shall constitute an admission of any fault or liability on the part of either Party, or its respective agents, directors, attorneys, employees, or representatives of any kind. Neither Party to this Settlement Agreement admits fault or liability of any sort and, in fact, each Party expressly denies fault and liability.
11. Consultation with Attorneys. The Parties understand and acknowledge that they have each retained independent counsel to represent the Party in connection with its consideration of this Settlement Agreement. The Parties represent and warrant that each of them has undertaken its own investigation of the facts and is relying solely upon its own knowledge and the advice of its counsel. The Parties further represent and warrant to each other that they have each consulted with independent counsel and other advisors with respect to the preparation, negotiation, and execution of this Settlement Agreement to the extent they deemed such consultation necessary or appropriate, and have been provided with a reasonable period of time to consider and execute this Settlement Agreement. The Parties, therefore, stipulate and agree that this Settlement Agreement shall not be construed against any Party as the drafter thereof. All provisions of this Settlement Agreement have been negotiated by the Parties at arms' length, and no Party shall be deemed the scrivener of this Settlement Agreement. The Parties agree and direct that the rule of contract construction providing that ambiguous contract terms should be interpreted against the drafting party shall not apply nor be applied to this Settlement Agreement. The representations and warranties contained in this Paragraph shall survive the execution of this Settlement Agreement.
12. Effective Date and Bankruptcy Court Approval. This Settlement Agreement is subject to the approval of the Bankruptcy Court. This Settlement Agreement shall not become effective unless and until an order is entered by the Bankruptcy Court approving this Settlement Agreement and authorizing American's entry into and performance thereunder (the "Bankruptcy Court Order") and such Bankruptcy Court Order has become final and is no longer subject to review, whether by appeal, a motion for rehearing or reconsideration, or petition for certiorari (the "Effective Date"). Promptly after execution of this Settlement Agreement, American shall move the Bankruptcy Court and seek entry of the Bankruptcy

Court Order, and American shall use its best efforts to obtain entry of such Bankruptcy Court Order promptly.

13. Entire Agreement and Integration Clause. This Settlement Agreement constitutes the entire agreement of the Parties, superseding all prior agreements and understandings as to their respective subject matters, notwithstanding any oral representations or statements to the contrary. Each Party specifically disclaims any reliance on any prior understandings and representations.
14. Terms and Negotiation of Agreement. The Parties agree that the terms and negotiation of this Settlement Agreement shall not be used in any litigation among the Parties, provided that a Party may use such terms in any litigation enforcing its rights hereunder.
15. Legality of Agreements. The Parties agree that they will not contest the legality of this Settlement Agreement.
16. Survival of Representations. Except as expressly set forth herein, all representations, warranties, agreements, covenants, and obligations herein are material, shall be deemed to have been relied upon by the other Parties, and shall survive the date of the Bankruptcy Court Order.
17. Severability. If any provision hereof is invalid or unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue in order to carry out the intentions of the Parties hereto as nearly as may be possible.
18. Specific Performance. It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Settlement Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach.
19. Amendments in Writing. This Settlement Agreement may only be amended or modified by a written instrument that has been executed by the Party sought to be charged with such amendment, modification, or waiver. No waiver of any breach of this Settlement Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Settlement Agreement.
20. No Waiver. The failure by any of the Parties to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Settlement Agreement, or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right thereafter to enforce each and every term and condition of this Settlement Agreement.
21. Multiple Counterparts. This Settlement Agreement may be signed in multiple counterparts and, when each Party has signed a counterpart hereof, each such counterpart shall be a binding and enforceable agreement as if an original.

22. Facsimile Signatures. This Settlement Agreement may be executed by facsimile or electronically transmitted signatures, and such facsimile or electronically transmitted signatures will be deemed to be valid as an original signature whether or not confirmed by delivering the original signatures in person, by courier or by mail, although it is the Parties' intentions to deliver original signatures after delivery of facsimile or electronically transmitted signatures.
23. Captions. The captions of this Settlement Agreement are for convenience only and are not a part of this Settlement Agreement and do not in any way limit or amplify the terms and provisions of this Settlement Agreement and shall have no effect on its interpretation.
24. GOVERNING LAW. THIS SETTLEMENT AGREEMENT SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS, EXCEPT THAT ANY PROVISIONS OF TEXAS LAW SUGGESTING OR REQUIRING THE APPLICATION OF ANOTHER STATE'S LAW SHALL BE DISREGARDED. THE PARTIES FURTHER AGREE AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN TARRANT COUNTY, TEXAS FOR THE PURPOSE OF ENFORCING AND RESOLVING ANY DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT.

THE UNDERSIGNED HAVE CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASES OF CLAIMS, KNOW THE CONTENTS THEREOF, FULLY UNDERSTAND IT, AND SIGN THE SAME AS ITS OWN FREE ACT.

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement to be executed by their duly authorized representatives.

ORBITZ WORLDWIDE, LLC

BY: 

NAME: Jim Rogers

TITLE: Senior Vice President and General Counsel

DATE: 29 March 2013

AMERICAN AIRLINES, INC.

BY: 

NAME: Derek DeCross

TITLE: Vice President, Global Sales

DATE: 3/29/2013