

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 1)

America West Airlines, Inc.

(Name of Issuer)

Class A Common Stock, \$.01 par value
Class B Common Stock, \$.01 par value
Warrants to Purchase Class B Common Stock

(Title of Class of Securities)

023650 302
023650 203
023650 112

(CUSIP Numbers)

Jeffery A. Smisek
Senior Vice President, General Counsel and Secretary
Continental Airlines, Inc.
2929 Allen Parkway, Suite 2010
Houston, Texas 77019
(212) 834-5000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 17, 1995

(Date of Event which Requires
Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this Schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with the statement [].

SCHEDULE 13D

CUSIP Nos. 023650 302, 023650 203, 023650 112

1 NAME OF REPORTING PERSON
 S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Continental Airlines, Inc.
 74-2099724

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
 (a) [X]
 (b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
 ITEMS 2(d) or 2(e)
 []

6 CITIZENSHIP OR PLACE OF ORGANIZATION

DELAWARE

7 SOLE VOTING POWER

CLASS A COMMON STOCK	325,505
CLASS B COMMON STOCK	2,311,094
WARRANTS	802,860

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY
 EACH

8 SHARED VOTING POWER

CLASS A COMMON STOCK	1,200,000
CLASS B COMMON STOCK	13,601,967
WARRANTS	4,897,538

REPORTING
PERSON
WITH

9		SOLE DISPOSITIVE POWER	
CLASS A COMMON STOCK		325,505	
CLASS B COMMON STOCK		2,311,094	
WARRANTS		802,860	

10		SHARED DISPOSITIVE POWER	
CLASS A COMMON STOCK		1,200,000	
CLASS B COMMON STOCK		13,601,967	
WARRANTS		4,897,538	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

CLASS A COMMON STOCK		1,200,000	
CLASS B COMMON STOCK		13,601,967	
WARRANTS		4,897,538	

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

CLASS A COMMON STOCK		100%	
CLASS B COMMON STOCK		27.8%	
WARRANTS		47.2%	

14 TYPE OF REPORTING PERSON

CO

This Amendment No. 1 (this "Amendment") amends and supplements the Schedule 13D filed on September 6, 1994 (the "Schedule 13D") of Continental Airlines, Inc. ("Continental") with respect to the Class A Common Stock, \$0.01 par value per share (the "Class A Common"), the Class B Common Stock, \$0.01 par value per share (the "Class B Common"), and the Warrants to Purchase Class B Common (the "Warrants") of America West Airlines, Inc., a Delaware corporation (the "Company"). All capitalized terms used in this Amendment and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

ITEM 2. IDENTITY AND BACKGROUND.

Paragraphs 3 through 32 of Item 2 of the Schedule 13D are hereby amended to read in their entirety as follows:

The executive officers of Continental are: Ben Baldanza (Vice President - Pricing and Scheduling), Gordon M. Bethune (President, Chief Executive Officer and Director), Gregory D. Brenneman (Chief Operating Officer and Director), Mark A. Erwin (Senior Vice President - Airport Services), Lawrence W. Kellner (Senior Vice President and Chief Financial Officer), David A. Loeser (Senior Vice President - Human Resources), C.D. McLean (Senior Vice President - Operations), Barry P. Simon (Senior Vice President - Europe) and Jeffery A. Smisek (Senior Vice President, General Counsel and Secretary). The directors of Continental are: Thomas J. Barrack, Jr., Gordon M. Bethune, Gregory D. Brenneman, David Bonderman, Joel H. Cowan, Patrick Foley, Rowland C. Frazee, Hollis L. Harris, Dean C. Kehler, Robert L. Lumpkins, Douglas McCorkindale, David E. Mitchell, O.C., Richard W. Pogue, William S. Price III, Donald L. Sturm, Claude I. Taylor, O.C., Karen Hastie Williams and Charles A. Yamarone, each of whom is a natural person.

Ben Baldanza has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Vice President - Pricing and Scheduling of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Baldanza is a citizen of the United States.

Gordon M. Bethune has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as President, Chief Executive Officer and director of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Bethune is a citizen of the United States.

Gregory D. Brenneman has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Chief Operating Officer and director of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Brenneman is a citizen of the United States.

Mark A. Erwin has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President - Airport Services of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Erwin is a citizen of the United States.

Lawrence W. Kellner has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President and Chief Financial Officer of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Kellner is a citizen of the United States.

David A. Loeser has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President - Human Resources of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Loeser is a citizen of the United States.

C.D. McLean has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President - Operations of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. McLean is a citizen of the United States.

Barry P. Simon has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President - Europe of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Simon is a citizen of the United States.

Jeffery A. Smisek has his principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. His principal occupation is as Senior Vice President, General Counsel and Secretary of Continental, which has its principal business address at 2929 Allen Parkway, Suite 2010, Houston, Texas 77019. Mr. Smisek is a citizen of the United States.

Thomas J. Barrack, Jr., has his principal business address at 1999 Avenue of the Stars, Suite 1200, Los Angeles, California 90067. His principal occupation is as Chief Executive Officer of Colony Capital, Inc. and Colony Advisors, Inc., which have their principal business address at 1999 Avenue of the Stars, Suite 1200, Los Angeles, California 90067. Mr. Barrack is a citizen of the United States.

David Bonderman has his business address at 201 Main Street, Suite 2420, Fort Worth, Texas 76102. Mr. Bonderman's principal occupation is as a Managing Director of Air Partners, L.P. and Texas Pacific Group, which have their business address at 201 Main Street, Suite 2420, Fort Worth, Texas 76102 and 600 California Street, Suite 1850, San Francisco, California 94920, respectively. Mr. Bonderman is a citizen of the United States.

Joel H. Cowan has his principal business address at 781 Marietta Street, Atlanta, Georgia 30318. His principal occupation is as President of Cowan & Associates, which has its business address at 781 Marietta Street, Atlanta, Georgia 30318. Mr. Cowan is a citizen of the United States.

Patrick Foley has his business address at 333 Twin Dolphin Drive, Redwood City, California 94065. His principal occupation is as Chairman of the Board, President and Chief Executive Officer of DHL Airways, Inc., which has its principal business address at 333 Twin Dolphin Drive, Redwood City, California 94065. Mr. Foley is a citizen of the United States.

Rowland C. Frazee, has his business address at Royal Bank of Canada, 1 Place Villa Marie, 3rd Floor, Montreal Quebec Canada H3B 4A7. He is retired. Mr. Frazee is a citizen of Canada.

Hollis L. Harris has his business address at Air Canada Center, Montreal International Airport (Dorval), P.O. Box 14000, Postal Station, Saint-Laurent, Canada H4Y 1H4. His principal occupation is as Chairman of the Board, President and Chief Executive Officer of Air Canada, which has its principal business address at Air Canada Center, Montreal International Airport (Dorval), P.O. Box 14000, Postal Station, Saint-Laurent, Canada H4Y 1H4. Mr. Harris is a citizen of the United States.

Dean C. Kehler has his business address at 1325 Avenue of the Americas, 22nd Floor, New York, New York 10019. His principal occupation is as Managing Director of CIBC Wood Gundy Securities Corp., which has its principal business address at 1325 Avenue of the Americas, 22nd Floor, New York, New York 10019. Mr. Kehler is a citizen of the United States.

Robert L. Lumpkins has his business address at P. O. Box 5724, Minneapolis, Minnesota 55440-5724. His principal occupation is as Senior Vice President, Chief Financial Officer, Vice Chairman and Director of Cargill, Inc., which has its business address at P. O. Box 5724, Minneapolis, Minnesota 55440-5724. Mr. Lumpkins is a citizen of the United States.

Douglas McCorkindale has his principal business address at 1100 Wilson Boulevard, Arlington, Virginia 22234. His principal occupation is as Vice Chairman, Director and Chief Financial and Administrative Officer of Gannett Co., Inc., which has its principal business address at 1100 Wilson Boulevard, Arlington, Virginia 22234. Mr. McCorkindale is a citizen of the United States.

David E. Mitchell, O.C. has his business address at Suite 3900, 421 7th Avenue Southwest, Calgary, Alberta, Canada T2P 4K9. His principal occupation is as Chairman of Alberta Energy Company, Ltd., which has its business address at Suite 3900, 421 7th Avenue Southwest, Calgary, Alberta, Canada T2P 4K9. Mr. Mitchell is a citizen of Canada.

Richard W. Pogue has his business address at 1301 East 9th Street, Suite 1300, Cleveland, Ohio 44114. His principal occupation is with Dix & Eaton, which has its business address at 1301 East 9th Street, Suite 1300, Cleveland, Ohio 44114. Mr. Pogue is a citizen of the United States.

William S. Price III has his business address at 600 California Street, Suite 1850, San Francisco, California 94920. His principal occupation is as a Managing Director of Air Partners, L.P. and Texas Pacific Group, which have their business address at 201 Main Street, Suite 2420, Fort Worth, Texas 76102 and 600 California Street, Suite 1850, San Francisco, California 94920, respectively. Mr. Price is a citizen of the United States.

Donald L. Sturm has his business address at 3033 East 1st Avenue, Denver, Colorado 80206. His principal occupation is as Chairman of the Board and Chief Executive Officer of

Community First Bankshares, Inc., Community First Bancorp, Inc. and Sturm Investment, Inc., which have their principal business address at 3033 East 1st Avenue, Denver, Colorado 80206. Mr. Sturm is a citizen of the United States.

Claude I. Taylor, O.C. has his principal business address at Air Canada Center, Montreal International Airport (Dorval), P.O. Box 14000, Postal Station, Saint-Laurent, Canada H4Y 1H4. His principal occupation is as Chairman Emeritus of Air Canada, which has its business address Montreal International Airport (Dorval), P.O. Box 14000, Postal Station, Saint-Laurent, Canada H4Y 1H4. Mr. Taylor is a citizen of Canada.

Karen Hastie Williams has her business address at 1001 Pennsylvania Avenue, N.W., Suite 1100, Washington, D.C. 20004. Her principal occupation is as Partner of Crowell & Moring, which has its business address at 1001 Pennsylvania Avenue, N.W., Suite 1100, Washington, D.C. 20004. Ms. Williams is a citizen of the United States.

Charles A. Yamarone has his business address at 11766 Wilshire Blvd., Suite 870, Los Angeles, California 90025. His principal occupation is as Executive Vice President and Research Director for Libra Investments, Inc., which has its business address at 11766 Wilshire Blvd., Suite 870, Los Angeles, California 90025. Mr. Yamarone is a citizen of the United States.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Items 5(a) and (b) of the Schedule 13D are hereby amended to read in their entirety as follows:

(a)-(b) At the date hereof, Continental has the sole power to vote and dispose of 325,505 shares of the Class A Common, 1,508,234 shares of the Class B Common, and 802,860 Warrants. The Warrants entitle holders to purchase one share of the Class B Common at a price of \$12.74 per share. The Class A Common held by Continental represents approximately 27.1% of the 1,200,000 shares of Class A Common outstanding as of September 30, 1995, based on information provided by the Company. The Class B Common held by Continental represents approximately 3.4% of the 43,967,378 shares of Class B Common outstanding as of September 30, 1995, based on information provided by the Company. The Warrants held by Continental represent approximately 7.7% of the 10,383,571 Warrants outstanding as of September 30, 1995, based on information provided by the Company. Assuming exercise of the Warrants, the Class B Common and Warrants held by Continental represent approximately 5.2% of the 44,770,238 shares of Class B Common which would be assumed to be outstanding upon such exercise.

As set forth in Item 5(d) and 6, the TPG Parties have certain understandings and agreements regarding the voting and disposition of the securities of the Company held by them with GPA Group plc, an Irish public limited company ("GPA"), Continental and Mesa Airlines, Inc., a New Mexico corporation ("Mesa"). As a result of these agreements and understandings, the TPG Parties together with each of GPA, Continental and Mesa comprise a group within the meaning of Section 13(d)(3) of the Exchange Act, and each may be deemed to beneficially own

the securities of the Company owned by the other. Information concerning the ownership of Class A Common, Class B Common and Warrants by each of the TPG Parties, GPA and Mesa is contained in separate Schedules 13D, as amended, being filed by each of the TPG Parties, GPA and Mesa. In an amendment to its Schedule 13D filed on November 20, 1995, GPA reported that on November 14, 1995 it sold 900,000 shares of Class B Common to Salomon Brothers Inc at a price of \$16.51 per share by means of a block trade on the New York Stock Exchange with a settlement date of November 17, 1995. In the same amendment, GPA reported that it continued to hold 1,384,615 Warrants.

On the basis of information contained in the Schedules 13D filed by the TPG Parties, GPA and Mesa and the amendment to its Schedule 13D filed by GPA, following this sale of Class B Common by GPA, Continental, the TPG Parties, Mesa and GPA, as a group, beneficially own 1,200,000 shares of the Class A Common, 8,704,429 shares of the Class B Common, and 4,897,538 Warrants. The aggregate amount of Class A Common beneficially owned by the group represents 100% of the 1,200,000 shares of Class A Common outstanding as of September 30, 1995, based on information provided by the Company. The aggregate amount of Class B Common beneficially owned by the group represents approximately 19.8% of the 43,967,378 shares of Class B Common outstanding as of September 30, 1995, based on information provided by the Company. The aggregate amount of Warrants beneficially owned by the group represents approximately 47.2% of the 10,383,571 Warrants outstanding as of September 30, 1995, based on information provided by the Company. Assuming exercise of the Warrants, the aggregate amount of Class B Common and Warrants beneficially owned by the group represents approximately 27.8% of the 48,864,916 shares of Class B Common which would be assumed to be outstanding upon such exercise.

Except as described herein, Continental does not have the sole or shared voting power to vote or the sole or shared power to dispose of any shares of Class A Common, Class B Common or any of the Warrants.

To the knowledge of Continental, none of the individuals named in Item 2 has the sole or shared power to vote or the sole or shared power to dispose of any shares of Class A Common, Class B Common or any of the Warrants.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR
RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of the Schedule 13D is hereby amended by adding the following paragraph immediately prior to the final paragraph thereof.

Pursuant to the Stockholders' Agreement and the GPA Voting Agreement, the parties to such agreements have agreed, inter alia, to vote, or recommend the voting of, the shares of Class A Common and Class B Common held by each of them in favor of the election of a director of the Company designated by GPA during the term of such agreements, provided that GPA shall own at least two percent of the voting equity securities of the Company "(on a fully diluted basis)" and provided further that such director designee is reasonably acceptable to

AmWest or its designated assignees. Pursuant to the First Amendment to the Stockholders' Agreement, dated as of September 6, 1994 (filed as Exhibit 1 to this Amendment and incorporated herein by this reference), and the First Amendment to the GPA Voting Agreement, dated as of September 6, 1994 (filed as Exhibit 2 to this Amendment and incorporated herein by this reference), inter alia, the parenthetical term "(on a fully diluted basis)" in each of the agreements has been defined to provide that the percentage of voting equity securities of the Company modified by such term shall be determined (i) as if the 10,384,615 Warrants issued upon consummation of the Plan shall have been exercised for 10,384,615 shares of Class B Common as of the date of such determination and (ii) excluding from such determination any potential dilutive effect of certain warrants, options or rights issued subsequent and related to the confirmation of the Plan.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 -- First Amendment to Stockholders' Agreement

Exhibit 2 -- First Amendment to GPA Voting Agreement

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and accurate.

Dated: November 22, 1995

CONTINENTAL AIRLINES, INC.

By: /s/ Jennifer L. Vogel

Name: Jennifer L. Vogel
Vice President and Assistant
Secretary

FIRST AMENDMENT TO STOCKHOLDERS' AGREEMENT FOR
AMERICA WEST AIRLINES, INC.

THIS FIRST AMENDMENT TO STOCKHOLDERS' AGREEMENT FOR AMERICA WEST AIRLINES, INC. (this "Amendment") is entered into as of this 6th day of September, 1994 by and among Air Partners II, L.P., a Texas limited partnership, TPG Partners, L.P., a Texas limited partnership, TPG Parallel I, L.P., a Texas limited partnership, Continental Airlines, Inc., a Delaware corporation, Mesa Airlines, Inc., a New Mexico corporation, GPA Group plc, a corporation organized under the laws of Ireland ("GPA"), Robert A. Ewert, David T. Obergfell and William A. Franke (collectively, the "Stockholder Representatives"), and America West Airlines, Inc., a Delaware corporation (the "Company").

RECITALS:

WHEREAS, the Amwest Partners, L.P. a Texas limited partnership ("Amwest"), GPA, the Stockholder Representatives and the Company entered into that certain Stockholders' Agreement for America West Airlines, Inc., dated as of the 25th day of August, 1994 (the "Agreement");

WHEREAS, the Agreement set forth certain rights and obligations of the parties as stockholders and "Stockholder Representatives" (as defined therein) of the Company;

WHEREAS, AmWest was dissolved by operation of that certain Termination Agreement dated as of August 25, 1994, by and among its general and limited partners (the "Termination Agreement");

WHEREAS, prior to AmWest's dissolution, by separate letter agreements, each dated August 23, 1994 (the "Assumption Agreements"), Amwest assigned to its limited partners and certain of their Affiliates AmWest's rights and obligations under the Investment Agreement and certain related agreements, and such assignees assumed such rights and obligations pursuant to the Assumption Agreements and certain letter agreements dated August 25, 1994, addressed to the Company and the other parties to the Agreement (the "Letter Agreements");

WHEREAS, AmWest's obligations under the Agreement have been collectively assumed by TPG Partners, L.P., TPG Parallel I, L.P., Air Partners II, L.P., Continental Airlines, Inc., and Mesa Airlines, Inc., and their respective Affiliates in accordance with the Termination Agreement, the Assumption Agreements, and the Letter Agreements;

WHEREAS, it is the intent of the parties that the Stockholder Representatives not be deemed, by virtue of the Agreement, to be acting, in their individual capacities, as a syndicate or group for the purpose of acquiring, holding, or disposing of securities under Section 13(d) of the Securities Exchange Act of 1934, as amended; and

WHEREAS, the parties desire to define the term "(on a fully diluted basis)" as used in the Agreement and correct an incomplete reference in the Agreement to certain of the parties thereto.

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is hereby amended in the following manner:

(a) The following is hereby added to Section 1.0 of the Agreement:

"(on a fully diluted basis)" shall mean that the determination of percentage of voting equity securities modified by such phrase shall be made (i) as if the 10,384,615 warrants to purchase Class B Common issued upon consummation of the Plan shall have been exercised for 10,384,615 shares of Class B Common as of the date that such determination is made, and (ii) excluding from such determination the potential dilutive effect of any warrants, options or rights relating to Class B Common or nonvoting equity securities convertible directly or indirectly into Class B Common issued subsequent and unrelated to the consummation of the Plan (herein, collectively "Post Plan Convertible Securities"). Neither the use of the phrase "(on a fully diluted basis)" nor any determination of percentage of voting equity securities modified by such phrase shall be deemed to limit the Company's ability to issue securities, and subject to clause (ii) of the immediately preceding sentence, any securities so issued (including, without limitation upon exercise of or in exchange for any Post Plan Convertible Security) shall be included for purposes of any calculation of ownership interests provided for in this Agreement.

(b) Clause (I) of Section 2.1(h) is hereby amended and restated to read as follows:

(i) to vote the Common Stock held and controlled by them (other than stock held individually by any

Stockholder Representative) in favor of the removal from the Board, upon notice by the group or entity having the right to designate such director under this Section 2.1 and requesting such removal, of any person or persons designated to the Board by such group or entity, and

2. The parties hereto agree that for purposes of clause (i) of the last sentence of Section 4.3 of the Agreement, TPG Partners, L.P., TPG Parallel I, L.P., Air Partners II, L.P., and Continental will be deemed not to be Affiliates of one another.

3. All capitalized terms used herein that are not defined herein shall be given the meaning given to them in the Agreement.

4. Except as specifically modified by this Amendment, (a) the terms, conditions, and covenants set forth in the Agreement are hereby ratified and confirmed by the parties hereto and are in full force and effect and (b) nothing herein shall in any way alter, impair, or modify the Agreement.

5. This Amendment may be executed by the parties hereto in counterparts and by telecopy, each of which shall be deemed to constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have executed this Agreement as of the date first written above.

AIR PARTNERS II, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

TPG PARTNERS, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

TPG PARALLEL I, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

CONTINENTAL AIRLINES, INC.

By: /s/ Charles T. Goolsbee

Name: Charles T. Goolsbee
Title: EVP Corporate Affairs

MESA AIRLINES, INC.

By: /s/ Larry L. Risley

Name: Larry L. Risley
Title: Chairman, President, CEO

GPA GROUP plc

By: /s/ Michael Walsh

Name: Michael Walsh
Title: Vice President - Legal

/s/ Robert A. Ewert

Robert A. Ewert,
Stockholder Representative

/s/ David T. Obergfell

David T. Obergfell,
Stockholder Representative

/s/ William A. Franke

William A. Franke,
Stockholder Representative

AMERICA WEST AIRLINES, INC.

/s/ William A. Franke

Name:
Title:

FIRST AMENDMENT TO VOTING AGREEMENT

THIS FIRST AMENDMENT TO VOTING AGREEMENT (this "Amendment"), is entered into as of September 6, 1994 by and among Air Partners II, L.P., a Texas limited partnership, TPG Partners, L.P., a Texas limited partnership, TPG Parallel I, L.P., a Texas limited partnership, Continental Airlines, Inc., a Delaware corporation, and GPA Group plc, an Irish public limited company ("GPA").

RECITALS

WHEREAS, Amwest Partners, L.P. a Texas limited partnership ("AmWest"), and GPA entered into that certain Voting Agreement, dated as of August 25, 1994 (the "Voting Agreement");

WHEREAS, AmWest was dissolved by operation of that certain Termination Agreement dated as of August 25, 1994, by and among its general and limited partners (the "Termination Agreement");

WHEREAS, Amwest's obligations under the Agreement have been collectively assumed by TPG Partners, L.P., TPG Parallel I, L.P., Air Partners II, L.P. and Continental Airlines, Inc. and their respective Affiliates in accordance with the Termination Agreement, the Voting Agreement and that certain Letter Agreement dated as of August 25, 1994 delivered pursuant to Section 3(a) of the Voting Agreement; and

WHEREAS, the parties to the Voting Agreement desire to amend the Voting Agreement in order to clarify the meaning of the parenthetical "(on a fully diluted basis)" as used therein.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Voting Agreement is hereby amended by inserting at the end of Section 1 thereof the following new paragraph:

"As used herein, the parenthetical "(on a fully diluted basis)" shall mean that the determination of percentage of voting equity securities modified by such parenthetical shall be made (i) as if the 10,384,615 warrants to purchase shares of Class B common stock of AWA issued upon consummation of the Plan shall have been exercised for 10,384,615 shares of Class B common stock of AWA as of the date that such determination is made, and (ii) excluding from such determination the potential dilutive effect of any

warrants, options or rights relating to Voting Securities or nonvoting equity securities convertible directly or indirectly into Voting Securities issued subsequent and unrelated to the consummation of the Plan (collectively referred to herein as "Post Plan Convertible Securities") Neither the use of the parenthetical "(on a fully diluted basis)" nor any determination of percentage of Voting Securities modified by such parenthetical shall be deemed to limit AWA's ability to issue securities and, subject to the provisions of Clause (ii) of the immediately preceding sentence, any securities so issued (including, without limitation upon exercise of or in exchange for any Post Plan Convertible Security) shall be included for purposes of any calculation of ownership interests provided for in this Agreement.

2. All capitalized terms used herein that are not defined herein shall be given the meaning given to them in the Agreement.

3. Except as specifically modified by this Amendment, (a) the terms, conditions, and covenants set forth in the Agreement are hereby ratified and confirmed by the parties hereto and are in full force and effect and (b) nothing herein shall in any way alter, impair, or modify the Agreement.

4. This Amendment may be executed by the parties hereto in counterparts and by telecopy, each of which shall be deemed to constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, by their respective officers thereunto duly authorized, have executed this Agreement as of the date first written above.

AIR PARTNERS II, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

TPG PARTNERS, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

TPG PARALLEL I, L.P.

By: TPG Genpar, L.P.
By: TPG Advisors, Inc.

By: /s/ Richard P. Schifter

Name:
Title:

CONTINENTAL AIRLINES, INC.

By: /s/ Charles T. Goolsbee

Name: Charles T. Goolsbee
Title: EVP Corporate Affairs

GPA GROUP plc

By: /s/ Michael Walsh

Name: Michael Walsh

Title: Vice President - Legal