

Reciprocal Flight Attendant Cabin Seat Travel Agreement Domestic, Unlimited Agreement

Effective January 25, 2011 Republic Airways Holdings ("Republic") and American Airlines, Inc. ("American") along with American Eagle Airlines, Inc. ("American Eagle") and Executive Airlines, Inc. ("Executive", and together with American and American Eagle, the "American Entities") have agreed to the mutual provision of transportation privileges for flight attendants under the following terms and conditions (the "Agreement").

I. ELIGIBILITY & REQUIREMENTS

- A. Any active, current flight attendant of an American Entity and Republic, Frontier and Chautauqua shall be eligible for transportation on the other's aircraft subject to all applicable governmental statutes and regulations and individual carrier procedures and other applicable regulations, including all applicable conditions of carriage of each company.
- B. Transportation is applicable on Frontier flights operated by Republic, Frontier & Chautauqua and American Entity flights within the continental United States or to/from the U.S., Hawaii and Alaska, or to/from the continental United States and the United States Virgin Islands (San Juan, St. Thomas and St. Croix) and is on a space available basis. Priority will be given by each carrier on its own flights to its own employees and NRSA passengers (retirees, buddy pass holders, ID90 etc.). It is understood that, thereafter, employees of American will have preference on American Eagle and Executive, and employees of American Eagle and Executive will have preference on American Entity airlines. Thereafter, crewmembers from the other carriers and crewmembers from other airlines which have entered into similar agreements with a carrier will be accorded such transportation on a "first come, first served" basis. Any applicable taxes or fees are the responsibility of the crewmember.
- C. Boarding is limited to cabin seats only. The number of seats assigned to other carrier's flight attendants is limited only by the number of open seats in the cabin. The boarded crewmember must comply with all directions of the Captain and the Flight Leader in the cabin.
- D. Republic, Frontier & Chautauqua flight attendants requesting transportation under this Agreement must call AMR's 1-888-WE-FLY-AA (option #3) (888-933-5922) prior to arriving at the gate to flight list. American Entity flight attendants must call 877-302-8804 prior to arriving at the gate to flight list. Flight attendants must check in at any airport ticket office or departure gate a minimum of thirty (30) minutes before scheduled departure. Flight attendants will be required to check in again at each stopover or connecting city.
- E. Transportation provided under this Agreement is solely for travel that is strictly personal in nature. Transportation under this Agreement is not to be used for business related travel of a personal nature, and is not to be used in any way to facilitate a carrier's staffing or crew requirements or any employee's crew related duties, responsibilities, plans, prospects or objectives. Transportation is not intended for children or pets.

II. IDENTIFICATION

Each flight attendant must produce proper identification upon check-in for his/her flight. All crewmembers must present a valid company ID displaying the word "Crew".

III. DRESS CODE

Any crewmember utilizing transportation under this Agreement while in uniform will be expected to conform to proper and complete uniform requirements. Crewmembers not in uniform must conform to the transporting carrier's non-revenue first class travel dress code standards of conservative casual business dress and grooming.

IV. **EMBARGOES**

Each carrier may impose its own embargoes on periods of travel and routings, as it, in its sole discretion, deems necessary. Notice of such embargoes will be sent to the other carrier(s) to distribute the information to its offices.

V. **MISCELLANEOUS**

- A. The carrier receiving service under this Agreement undertakes to release, indemnify, defend, and save harmless the carrier providing service, its directors, officers, employees, and agents from and against all liability, damages, claims, suits, theft, penalties or actions of every name and description, including any and all costs and expenses related thereto, including the defense thereof, reasonable attorneys fees and court costs arising out of or resulting from the act or omission of that carrier receiving services or its employee in connection with the services, except to the extent caused by the gross negligence or willful misconduct of the carrier providing service. The parties acknowledge and agree that to the extent that liabilities arise in connection with the services described in this Agreement, each will hold the other harmless only to the extent of its own negligence.
- B. Neither party will issue a press release, advertisement or public statement concerning the existence of this Agreement, its contents, or the transactions contemplated by it without the express written consent of the other.
- C. No party hereto may assign its rights or the privileges of its crewmembers under this Agreement without the prior written consent of the other.
- D. Each party hereto understands and agrees that the privileges granted under this Agreement are granted from one company to another and confer no personal right or entitlement to any employees of the parties hereto. Each party further agrees to communicate the conditions of this privilege to its crewmembers.
- E. It is agreed that either party hereto will be relieved of its obligations to provide transportation hereunder in the event and to the extent that its performance hereof is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder ("*force majeure*"). It is understood that a carrier may deny transportation based on good faith concerns relating to flight departure schedules or times and insufficient time to process a particular employee's request under this Agreement.
- F. Except as otherwise specifically provided in this Agreement, the parties understand and agree that neither any failure or delay by a party in requiring strict performance or in enforcing any provision of this Agreement, nor any prior waiver or forbearance by a party, shall in any way constitute a precedent or a continuing waiver of any provision of this Agreement.
- G. Any party hereto may terminate this Agreement on thirty (30) days prior written notice to the other.
- H. This Agreement is the entire agreement between the parties hereto concerning its subject matter and shall supersede any previous agreements, written or oral made between all three parties relating to that subject matter. Any amendment to this Agreement must be in writing and signed by an authorized representative of each party.
- I. The Parties agree that this Agreement will be governed by the laws and Common Law of the United States and State of Texas as though the entire contract were performed in Texas and without regard to Texas conflict of laws statutes. The parties further agree that they consent to the jurisdiction of the Courts of Texas or the federal courts located within the State of Texas and waive any claim of lack of jurisdiction or *forum non conveniens*.

- J. Except where specified elsewhere in this Agreement, any and all notices, approvals or demands required or permitted to be given by the parties hereto will be sufficient if made in writing and sent by certified mail, postage prepaid, overnight courier, or delivered by hand. Where sent by mail, such notices will also be sent by facsimile. Notices will be addressed to Ms. Amy Chiappe, Director of Inflight - Contract, 8909 Purdue Rd., Ste 300, Indianapolis, IN 46268 and American Airlines, Inc., c/o Scott Hansen, Director Flight Administration, P. O. Box 619617, MD 843, DFW Airport, Texas and to American Eagle Airlines, Inc., and Executive Airlines, Inc. c/o Captain James Winkley, VP Flight Operations, Box 612527, DFW Airport, TX 75261-2527 or to such other addresses in the United States as either party may specify by notice to the other as provided herein. Notices will be deemed served as of actual receipt.
- K. The parties acknowledge and agree that the mutual provision of the privilege described herein is the consideration under this Agreement, and no additional or other payment will be due under this Agreement.
- L. To the extent that taxes may apply to any service received under this Agreement, each party will be responsible for the payment of taxes applicable to it.

IN WITNESS WHEREOF, Republic Airways Holdings, Inc. and American Airlines, Inc., American Eagle Airlines, Inc. Executive Airlines, Inc. have caused this Agreement to be executed by their authorized representatives.

For: REPUBLIC AIRWAYS HOLDINGS, INC.

For: AMERICAN AIRLINES, INC.

By: Amy Chiappe
 Amy Chiappe
 Director of Inflight - Contract

By: Scott Hansen
 Scott Hansen
 Director Flight Administration

Date: 1/21/11

Date: 11/23/11

Carrier Code: RP, RW/YX, F9

Carrier Code: AA

Phone: 317-484-6068

Phone: 817-967-5291

For: AMERICAN EAGLE AIRLINES, INC. and EXECUTIVE AIRLINES, INC.

By: _____
 James R. Winkley
 VP Flight Operations

Date _____

Phone: 972-425-1955