

**Reciprocal Flight Attendant Cabin Seat Travel Agreement
Domestic, Unlimited Agreement**

Effective as of September 15, 2016 (the "Effective Date"), American Airlines, Inc. ("American") and United Airlines, Inc. ("United"), agree to the mutual provision of travel privileges for each Party's (as defined herein) respective Flight Attendants (as defined herein) under the following terms and conditions (this "Agreement"). For purposes of this Agreement, American and United are referred to collectively as the "Parties" and each individually as a "Party".

I. DEFINITIONS

As used in this Agreement, the defined terms have the following meanings. Other terms defined herein have the meanings so given them.

- A. "Flight Attendant" means any active flight attendant of a Participating American Carrier or of a Participating United Carrier.
- B. "Participating American Carrier" means and shall include, but shall not be limited to, each of (1) American, and (2) any of the following carriers operating as American Eagle®: (i) Envoy Air Inc.; (ii) PSA Airlines, Inc.; (iii) Piedmont Airlines, Inc., and (iv) any third party carrier operating as American Eagle® under contract with American, pursuant to which such carrier is deemed to be a Participating American Carrier under this Agreement for all purposes of this Agreement, as identified on Attachment A to this Agreement, which list may be updated by American from time to time upon thirty (30) days prior written notice to United.
- C. "Participating Carrier" means each Participating American Carrier and Participating United Carrier.
- D. "Participating United Carrier" means and shall include, but shall not be limited to, each of (1) United, and (2) any third party carrier operating as United Express® under contract with United, pursuant to which such carrier is deemed to be a Participating United Carrier under this Agreement for all purposes of this Agreement, as identified on Attachment A to this Agreement, which list may be updated by United from time to time upon thirty (30) days prior written notice to American.
- E. "Security Incident" means with respect to a Flight Attendant accepted for Travel by the Participating Carrier providing Travel, any confirmed or threatened act or omission of such Flight Attendant relating to the safety of the aircraft, crew or passengers of the applicable flight, or the safety of the aircraft, crew or passengers of any future flight, which may consist of, but shall not be limited to, disruptive or suspicious behavior, unlawful conduct, or physical abuse.
- F. "Travel" means travel by (1) any Flight Attendant of any Participating American Carrier on any Participating United Carrier's aircraft; or (2) any Flight Attendant of any Participating United Carrier on any Participating American Carrier's aircraft, each as pursuant to this Agreement.

II. ELIGIBILITY & REQUIREMENTS

- A. Subject to Section II.B. hereof, any Flight Attendant of a Participating American Carrier or of a Participating United Carrier is eligible for Travel, subject to: (1) all applicable governmental laws, rules, and regulations, and (2) individual Participating Carrier procedures, including, but not limited to, all applicable conditions of carriage of each Participating Carrier. Notwithstanding the foregoing or anything contained herein to the contrary, no Participating Carrier shall be obligated to accept any Flight Attendant for Travel and may deny Travel to any such Flight Attendant without cause and without the necessity of providing any explanation to such Flight Attendant or to the Participating Carrier employing such Flight Attendant with respect to the reason for such

refusal; *provided, however*, upon accepting a Flight Attendant for Travel, each Participating Carrier agrees to abide by all terms and conditions with respect to such Travel as provided in this Agreement. Any Flight Attendant accepted for Travel by a Participating Carrier providing Travel must comply with (1) all directions of the captain and the lead flight attendant in the cabin for such flight, and (2) all applicable federal laws, rules, and regulations. For the avoidance of doubt, it is understood that a Participating Carrier may deny transportation based on good faith concerns including but not limited to those relating to flight departure schedules or times and insufficient time to process a particular employee's request under this Agreement.

- B.** Travel is applicable on Participating Carrier flights within the fifty (50) United States. This Agreement shall be applicable only to flights operated by Participating Carriers. All other carriers, including code share partners of American or United, as applicable, are excluded from this Agreement.
- C.** All Travel pursuant to the terms of this Agreement is on a space-available basis. Subject to each Party's flight guidelines, boarding priority will be given to Participating Carrier Flight Attendants on such Participating Carrier flights in accordance with each Participating Carrier's then-current employee travel policies. It is understood that, thereafter, (1) Flight Attendants of Participating American Carriers will have boarding priority on other Participating American Carrier flights, and (2) Flight Attendants of Participating United Carriers will have boarding priority on other Participating United Carrier flights. Thereafter, Flight Attendants of any Participating Carrier shall be accorded Travel on a "first come, first served" basis with all other Participating Carriers.
- D.** Boarding for Flight Attendants is limited to economy cabin seats only. The number of seats assigned to each Participating Carrier's Flight Attendants is limited only by the number of open seats in the economy cabin.
- E.** Participating United Carrier Flight Attendants requesting Travel under this Agreement must flight list using the website <https://www.myidtravel.com/myidlisting/> prior to arriving at any Participating American Carrier gate. Participating American Carrier Flight Attendants requesting Travel under this Agreement must flight list using the website <https://ifc.id90.com> prior to arriving at any Participating United Carrier gate. Flight Attendants of a Participating Carrier requesting Travel pursuant to this Agreement shall be required to check in a minimum of thirty (30) minutes before scheduled departure. Seat assignments are issued at each stopover or connecting city, if available, prior to each departure, and Flight Attendants shall be required to check in at each stopover or connecting city, if applicable.
- F.** The Parties agree that Travel provided to any Flight Attendant under this Agreement shall be strictly for personal travel. No Travel provided to any such Flight Attendant may be for business-related travel, whether related to the Participating Carrier by whom such Flight Attendant is employed or otherwise, and is not to be used in any way to facilitate a Participating Carrier's staffing or crew requirements or any employee's crew-related duties, responsibilities, plans, prospects or objectives. For purposes of this Agreement the terms "business" and "personal" have the meanings assigned in the employee travel policies of the Party by whom the Flight Attendant accepted for Travel under this Agreement is employed.
- G.** The Parties acknowledge that during the term of this Agreement, each Participating Carrier reserves the right to modify any and all of its employee travel policies, including but not limited to, provisions related to travel priority, dress code, listing requirements and baggage allowances. Notwithstanding the foregoing, in the event any such modification materially and adversely affects this Agreement, the Parties agree that any such modification shall be deemed a termination of this Agreement.
- H.** If a Participating Carrier accepts a Flight Attendant for Travel, such Travel shall be at no-fare; *provided, however*, such Flight Attendant shall be responsible for any and all taxes or fees

associated with such Travel, including, but not limited to, governmental, airport or other third-party fees.

III. TERM

This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either Party pursuant to the provisions of this Agreement. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party; *provided, however*, either Party may terminate this Agreement immediately upon written notice to the other Party if such termination is based on a security or operational risk to such Participating Carrier, as determined in the sole discretion of such Participating Carrier.

IV. IDENTIFICATION

Each Flight Attendant accepted for Travel by the Participating Carrier providing Travel must produce proper identification upon check-in for his/her flight. All such Flight Attendants must present a valid Participating Carrier company ID displaying the word "Crew", and may also be required to provide an additional government-issued photo ID if requested by such Participating Carrier providing Travel in its sole discretion.

V. DRESS CODE

Any Flight Attendant utilizing transportation under this Agreement while in uniform will be expected to conform to proper and complete uniform requirements. Flight Attendants not in uniform must conform to the employee personal travel dress code standards of the Participating Carrier providing Travel, as provided at www.flyzed.info/aa with respect to any Participating American Carrier, and at www.flyzed.info/ua with respect to any Participating United Carrier.

VI. EMBARGOES

Each Participating Carrier may impose its own embargoes, restrictions, limitations, and prohibitions on periods of travel and routings, as such Participating Carrier, in its sole discretion, deems necessary. Notice of such embargoes shall be provided to the other Participating Carriers to distribute to its offices.

VII. INDEMNIFICATION

As a condition to becoming a Participating American Carrier or a Participating United Carrier hereunder, the particular Participating American Carrier or Participating United Carrier, as the case may be, employing the Flight Attendant receiving Travel under this Agreement undertakes to release, indemnify, defend and hold harmless the Participating Carrier providing Travel, 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 negligent acts or omissions of the Flight Attendant receiving Travel, or arising out of or resulting from the negligent acts or omissions of the Participating Carrier employing such Flight Attendant, in connection with the Travel provided under this Agreement, except to the extent any such act or omission is caused solely by the negligence or willful misconduct of the Participating Carrier providing Travel or its employees.

VIII. MISCELLANEOUS

A. The Participating Carrier providing Travel agrees to provide written notice to the Participating Carrier employing the Flight Attendant receiving Travel as soon as commercially practicable of the pass travel management group of such Participating Carrier providing Travel discovering or otherwise learning of a Security Incident. Following any Security Incident, such Participating Carrier shall consult in good faith with the Participating Carrier employing the Flight Attendant

receiving Travel regarding necessary and reasonable activities of each such Participating Carrier designed to remedy such Security Incident and minimize any penalties, fines or potential liability to either Participating Carrier.

- B.** Except as otherwise required or permitted under this Agreement, or by function of law, no Participating Carrier shall disclose this Agreement or any details concerning this Agreement to any third-party, without first obtaining the written permission of each of the Parties. No Participating Carrier shall issue a press release, advertisement or public statement concerning the existence of this Agreement, its contents, or the transactions contemplated hereunder without the express written consent of each of the Parties.
- C.** No Participating Carrier may assign its rights or the privileges of its Flight Attendants under this Agreement without the prior written consent of each of the Parties.
- D.** Each Participating Carrier understands and agrees that the privileges granted under this Agreement are granted from one Participating Carrier to another and confer no personal right or entitlement to any employees of the Participating Carriers. Each Participating Carrier further agrees to communicate the conditions of these privileges to its Flight Attendants.
- E.** Travel hereunder is not intended to include lap children or pets.
- F.** Except as otherwise specifically provided herein, the Parties understand and agree that neither: (1) any failure or delay by a Party in requiring strict performance or in enforcing any provision of this Agreement; nor (2) 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.** This Agreement is the entire agreement among the Parties concerning its subject matter and supersedes any previous agreements, written or oral, made among the Parties relating to the subject matter hereof, including, but not limited to, the Reciprocal Flight Attendant Cabin Seat Travel Agreement (Domestic, Unlimited Agreement) dated January 5, 2009, by and between United and American. Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.
- H.** Notwithstanding anything contained herein to the foregoing, the Parties acknowledge and agree that to the extent any Participating Carrier has entered into a travel agreement with any carrier not a Party to this Agreement for the provision of travel privileges that would otherwise be afforded pursuant to this Agreement for such Participating Carrier's Flight Attendants, for liability purposes, including indemnification obligations, such carrier travel shall be deemed to be provided pursuant to, and governed by, the terms and conditions of such travel agreement, and the terms and conditions of this Agreement shall be deemed inapplicable with respect thereto.
- I.** THE PARTIES AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS THOUGH THE ENTIRE CONTRACT WERE PERFORMED IN NEW YORK AND WITHOUT REGARD TO NEW YORK CONFLICT OF LAWS STATUTES. THE PARTIES FURTHER AGREE THAT THEY CONSENT TO THE JURISDICTION OF THE COURTS OF NEW YORK OR THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK 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 shall be sufficient if made in writing and sent by e-mail, certified mail, postage prepaid, overnight courier, or delivered by hand. Where sent by e-mail, such notices shall include an acknowledgment of receipt and be accompanied by a hardcopy sent via U.S. mail or similar courier service. Notices shall be addressed to the addresses found by each Party's signature or to such other addresses as each Party may specify by like notice. Notices shall be deemed served as of actual receipt.

- K.** The Parties acknowledge and agree that the mutual provision of the privileges described herein is the consideration under this Agreement, and no additional or other payment shall be due under this Agreement.
- L.** To the extent that any income or similar taxes may apply to any service received under this Agreement, each Party will be responsible for the payment of such taxes applicable to it.

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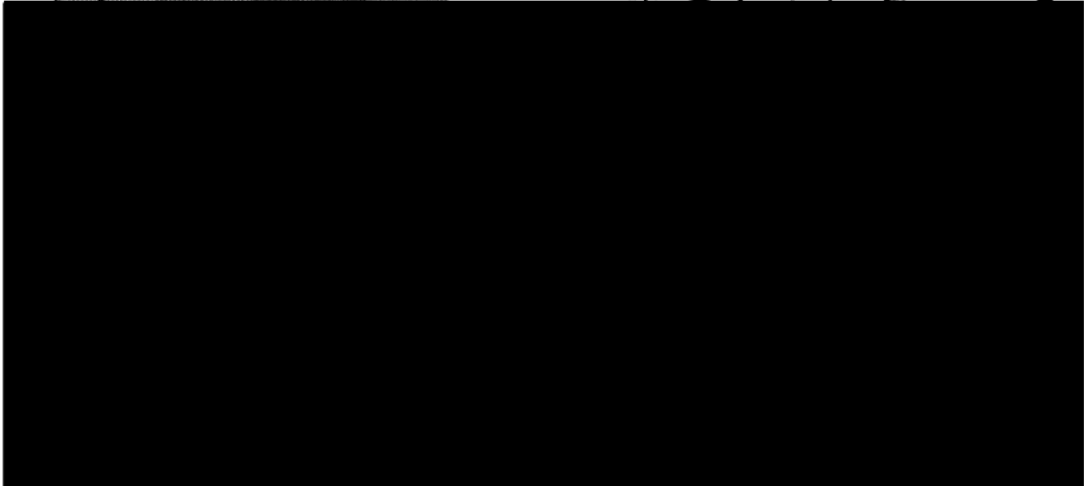
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

UNITED AIRLINES, INC.

By: *Sam Desob*

AMERICAN AIRLINES, INC.

By: *John Roman*



ATTACHMENT A

Participating United Carriers

The following are Participating United Carriers that operate as United Express®:

- Champlain Enterprises, Inc., operating as CommutAir
- ExpressJet Airlines, Inc.
- GoJet Airlines LLC
- Mesa Airlines, Inc.
- Republic Airlines, Inc.
- Shuttle America Corporation
- SkyWest Airlines, Inc.
- Trans States Airlines, Inc.

Participating American Carriers

The following are Participating American Carriers that operate as American Eagle®:

- Air Wisconsin Airlines Corporation
- Compass Airlines, LLC
- ExpressJet Airlines, Inc.
- Mesa Airlines, Inc.
- Republic Airlines, Inc.
- SkyWest Airlines, Inc.
- Trans States Airlines, Inc.