Effective November 3, 2009, Republic Airways Holdings (RAH) (including Chautauqua Airlines, Frontier Airlines, Lynx Aviation, Republic Airlines and Shuttle America) and Compass Airlines __________________ agree to the mutual provision of transportation privileges for flight attendants under the following terms and conditions. This agreement will supersede any other agreement that any of the applicable parties have had together previously.

ELIGIBILITY

Any active, current flight attendant (not trainee, contract, or furloughed) of Republic Airways Holdings (RAH) or Compass Airlines __________________ shall be eligible for transportation on the other carrier’s aircraft subject to all applicable government regulations, individual carrier procedures including all applicable conditions of carriage of each company, and other regulations.

Transportation is applicable on all flights and is contingent on space availability and/or load restrictions on a segment by segment basis for flights operated as Midwest Airlines/Midwest Connect and Frontier Airlines/Lynx Aviation.

Flights operated by Chautauqua Airlines, Republic Airlines, and/or Shuttle America, on behalf of any partner other than those listed above is excluded from this agreement.

Priority will be given by each carrier for its own employees which represent the carrier flown and all NRSA passengers (buddy pass, ID90, etc). Thereafter, crewmembers of other airlines that have entered into this or similar agreements with Republic Airways Holdings (RAH) will be accorded transportation on a “first come, first served” basis.

Each flight attendant must produce proper identification upon check-in: a valid company photo ID displaying the word “CREW”.

PROCEDURE

Flight attendants requesting transportation under this agreement must check in at the carrier’s departure gate a minimum of thirty (30) minutes before scheduled departure of a domestic flight and seventy-five (75) minutes before the departure of an international flight.

Boarding is limited to cabin seats only. The number of seats assigned to the other carrier’s flight attendants is limited only by the number of open seats in the cabin. The boarded crewmember should introduce him/herself to the Captain and must comply with all directions of the Captain and the forward flight attendant in the cabin.
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 and is not to be used in any way to facilitate a carrier’s staffing or crew requirements.

Any crewmember utilizing transportation under this agreement while in uniform will be expected to conform to proper and complete uniform requirements. Crewmembers that are not in uniform must conform to dress code standards of conservative casual business dress and grooming.

Strict professional conduct must be observed at all times. No one utilizing the Cabin Seat Travel Agreement is allowed to consume alcoholic beverages.

To the extent that taxes may apply to any service received under this agreement, the flight attendant seeking transportation will be responsible for the payment of taxes applicable to it.

**OTHER STIPULATIONS**

The carrier receiving service under this agreement releases the carrier providing service from all liability, damages, or claims 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.

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. There is no compensation or re-accommodation provided in the case of failure to be boarded, of being bumped enroute, or of lost luggage.

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. No party may assign its right or the privileges of its crewmembers without the prior written consent of the other. Each party further agrees to communicate the conditions of this privilege to its crewmembers.

The parties acknowledge and agree that the reciprocal privileges described herein are sufficient consideration under this agreement, and no additional or other payment will be due under this agreement.

Any party hereto may terminate this Agreement on thirty (30) days prior to written notice to the other.

Any amendment to this agreement must be in writing and signed by an authorized representative of each party.
IN WITNESS WHEREOF, Republic Airways Holdings (RAH) (including Chautauqua Airlines, Frontier Airlines, Lynx Aviation, Republic Airlines and Shuttle America) and Compass Airlines have caused this agreement to be executed by their authorized representatives.

For: Republic Airways
Amy Chiappe
Director, Cabin Services

By: Amy Chiappe
Date: 10.21.09
Carrier Code: RW,RP,SA,F9,L4,YX
Phone: 317-484-6068

For: Compass Airlines
Nicole Amendola
Manager, Inflight

By: N.Amendola
Date: 11.17.09
Carrier Code: CP
Phone: 703-631-1810

Retain one copy of this signed agreement for your records and return one signed copy to the address below.
Republic Airways Holdings, 8909 Purdue Rd. Suite 300, Indianapolis, IN 46268. Phone: 317-484-6068 or Fax 317-484-4568 c/o Amy Chiappe.
Q&A regarding Republic Airways Holdings (RAH) Reciprocal Cabin Seat Travel Agreement

1. What is a Reciprocal Cabin Seat Travel Agreement?
   It is an arrangement allowing Republic Airways Holdings and Other Airline Flight Attendants to travel in what would be empty cabin seats free of charge on each other’s aircraft.

2. How do I sign up for a seat on a flight?
   a. Frontier/Lynx: Eligible travelers may call 877-302-8804 and advise the agent that you are traveling non-revenue under a Cabin Seat Agreement, or you may see a gate or ticket agent at any one of our stations to list in person on the day of departure. If you list ahead, be sure to advise the gate agent that you are listed. Once you arrive at the airport, you can obtain an Additional Crew Member Form (ACM) from the gate. Please fill out the form and return it to the gate agent to complete the check-in process.
   b. Midwest/Midwest Connect: The Flight Attendant will only be able to ride in the cabin seat on Midwest walk-up basis (preferably at the ticket counter). The CSR will create a listing for the Flight Attendant upon check-in and will provide the Flight Attendant with the ACM form. The Flight Attendant must check-in with the CSR at least 30 minutes prior to scheduled departure and will be issued.

3. Who is eligible to travel under the Reciprocal Cabin Seat Agreement?
   Only active Flight Attendants are qualified to travel under this Agreement (no trainee, retired, or inactive Flight Attendant).

4. Can I utilize the Cabin Seat Travel Agreement while on leave?
   No, you must be an active, qualified Flight Attendant to travel.

5. What is my boarding priority when traveling on the Cabin Seat Travel Agreement?
   The accommodation for Flight Attendants is unlimited, provided a passenger seat is available. Cabin seat travelers are boarded on a first-come, first-served basis (based upon check-in time) after all other revenue passengers have boarded and non-revenue pass travelers have been cleared.

6. Do I have to wear my badge when traveling under this Agreement?
   No. You would have to have your valid company ID with a “CREW” designator in order to travel but you would not necessarily display it on your outer wear once onboard the aircraft.

7. Is there a dress code when utilizing the Reciprocal Cabin Seat Agreement?
   Yes, business casual attire is required when utilizing the Agreement. You may not wear flip flops, denim, t-shirts, etc. while traveling under this agreement. Full uniform compliance will also be allowed for travel.

8. What are the procedures an Other Airline Airways Flight Attendant should follow to travel utilizing the Cabin Seat Travel Agreement?
   Flight Attendants should check-in with the gate agent no sooner than four hours prior and no later than 30 minutes prior to scheduled departure for domestic travels and 75 minutes prior at the ticket counter for international.
The Flight Attendant must present a current, unexpired, company photo identification card which displays “CREW” or indicates their position as a Flight Attendant.

Compliance with approved carry-on baggage program applies. Luggage is not to be checked at the ticket counter as boarding is not assured. If luggage does not fit in available carry-on space, luggage may be checked at the gate.

After all revenue customers are processed, standby processing begins. Please wait for gate agent to call your name and issue a boarding pass to board the aircraft.

Conduct while onboard must reflect a professional business-like attitude in accordance with all standard passenger regulations (seat belts, carry-on bags, safety information signs, etc.)

9. May I consume alcoholic beverages when utilizing the Cabin Seat Travel Agreement?
   No.

10. Are there blackout dates that apply to the Cabin Seat Travel Agreement?
    No. However, RAH reserves the right to impose an embargo prohibiting travel on certain dates or routings at any time.

11. Does this Cabin Seat Travel Agreement cover all flights systemwide?
    No. The cabin seat agreement is between carriers by which RAH either has agreements with and/or control of the seats.
    Specifically, this agreement is for:
    - Frontier Airlines/ Lynx Aviation
    - Midwest Airlines/ Midwest Connect operated by Frontier, Republic Airlines & Chautauqua Airlines

    Carriers from this agreement does NOT include the following:
    - Chautauqua Airlines, Republic Airlines, and/or Shuttle America on behalf of any partner other than those listed above.

12. Is an Other Airline Flight Attendant required to pay international taxes for non-domestic flights?
    Yes. International flights to Mexico, Costa Rica and Canada require international taxes to be paid at the ticket counter or the customer service counter on the concourse.

13. Are “lap” children eligible to travel under this Agreement?
    No, infants or “lap” children may not be accommodated under this Agreement.

14. Are cabin pets allowed to travel under this Agreement?
    No, cabin pets cannot travel under this Agreement.