

**Reciprocal Travel Agreement  
International, Unlimited Agreement**

Effective as of June 15, 2016 (the "Effective Date"), American Airlines, Inc. ("American") and Amerijet International, Inc. ("Amerijet") agree to the mutual provision of travel privileges for each Party's (as defined herein) respective Pilots (as defined herein) and Dispatchers (as defined herein) under the following terms and conditions (the "Agreement"). For purposes of this Agreement, American and Amerijet 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. "Dispatcher" means any active dispatcher of a Participating Carrier.
- B. "Participating American Carrier" means and shall include, but shall not be limited to, each of (1) American, and (2) any carrier operating as American Eagle®. In the case of carriers operating as American Eagle®, such carriers shall be identified on Attachment A as Participating American Carriers. Notwithstanding the foregoing, to the extent American begins operating a new carrier of the type described in (2) above, such carrier shall be deemed automatically added to Attachment A and made a part of this Agreement without further action by any Party.
- C. "Participating Carrier" means each Participating American Carrier and Participating Amerijet Carrier.
- D. "Participating Amerijet Carrier" means and shall include, but shall not be limited to, Amerijet. Notwithstanding the foregoing, to the extent Amerijet begins operating a new carrier, such carrier shall be deemed automatically added to Attachment A and made a part of this Agreement without further action by any Party.
- E. "Pilot" means any active pilot of a Participating Carrier.
- F. "Security Incident" means with respect to a Pilot or Dispatcher accepted for Travel by the Participating Carrier providing Travel, any potential, confirmed or threatened act or omission of such Pilot or Dispatcher, as applicable, 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.
- G. "Travel" means travel by (1) any Pilot or Dispatcher of any Participating American Carrier on any Participating Amerijet Carrier's aircraft; or (2) any Pilot or Dispatcher of any Participating Amerijet 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 Pilot or Dispatcher of a Participating American Carrier or of a Participating Amerijet 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 Pilot or Dispatcher for Travel and may deny Travel to any such Pilot or Dispatcher without cause and without the necessity of providing any explanation to such Pilot or Dispatcher or to the Participating Carrier employing such Pilot or Dispatcher with respect to the reason for such refusal; *provided, however*, upon accepting a Pilot or Dispatcher for Travel, each Participating Carrier agrees to abide by all terms and conditions with respect to such Travel as

provided in this Agreement. The Participating Carriers agree that execution of this Agreement in no way obligates any Participating Carrier to accept for Travel Pilots or Dispatchers of the other Participating Carriers. Any Pilot or Dispatcher 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.

- B. Travel is applicable on Participating Carrier flights systemwide. This Agreement shall be applicable only to flights operated by Participating Carriers. All other carriers, including code share partners of American or Amerijet, as applicable, are excluded from this Agreement.
- C. All Travel pursuant to the terms of this Agreement is on a space-available basis. Priority will be given by each Participating Carrier on its own flights to its own employees and non-revenue space-available passengers in accordance with each Participating Carrier's then-current employee travel policies.
- D. If a Participating Carrier accepts a Pilot or Dispatcher for Travel and such Pilot or Dispatcher is (1) from a CASS-approved Participating Carrier, and (2) CASS-approved, such Pilot or Dispatcher may be boarded in cockpit jumpseats on domestic flights. If such Pilot or Dispatcher is (i) from a non-CASS-approved Participating Carrier, or (ii) not CASS-approved, such Pilot or Dispatcher must be boarded in cabin seats only. On international flights, boarding for all such Pilots and Dispatchers is limited to cabin seats only, regardless of the CASS-status of the Participating Carrier, Pilot or Dispatcher. The number of seats assigned to each Participating Carrier's Pilots and Dispatchers is limited only by the number of open cockpit jumpseats and open seats in the economy cabin.
- E. Participating Amerijet Carrier's Pilots and Dispatchers 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 Pilots and Dispatchers requesting Travel under this Agreement must flight list by calling Crew Scheduling at 1-305-704-9650 prior to arriving at any Participating Amerijet Carrier gate. Pilots and Dispatchers requesting Travel pursuant to this Agreement shall be required to check in with the gate agent a minimum of thirty (30) minutes before scheduled departure for ticketing on domestic flights and ninety (90) minutes before scheduled departure for ticketing on international flights. Such Pilots and Dispatchers shall also be required to check in again at each stopover or connecting city, if applicable.
- F. The Parties agree that Travel provided to any Pilot or Dispatcher under this Agreement shall be strictly for personal travel. No Travel provided to any such Pilot or Dispatcher may be for business-related travel, whether related to the Participating Carrier by whom such Pilot or Dispatcher 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 Pilot or Dispatcher 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.
- H. If a Participating Carrier accepts a Pilot or Dispatcher for Travel, such Travel shall be at no-fare; *provided, however*, such Pilot or Dispatcher 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 any Party. Any Party may terminate this Agreement upon thirty (30) days prior written notice to each other Party; *provided, however*, any Party may terminate this Agreement immediately upon written notice to each other Party if such termination is the result of a Security Incident, or 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 Pilot or Dispatcher accepted for Travel by the Participating Carrier providing Travel must produce proper identification upon check-in for his/her flight. All such Pilots and Dispatchers must present a valid Participating Carrier or US Airways, Inc. company ID displaying the word "Crew" or "Dispatcher", as applicable, 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 Pilot or Dispatcher accepted for Travel by a Participating Carrier is required to travel in either complete company uniform or business attire.

### 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

The Participating Carrier employing the Pilot or Dispatcher 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 act or omission of the Pilot or Dispatcher receiving Travel, or of the Participating Carrier employing such Pilot or Dispatcher, in connection with the Travel provided under this Agreement, except to the extent such act or omission is caused by the gross 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 Pilot or Dispatcher receiving Travel within twenty-four (24) hours of such Participating Carrier 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 Pilot or Dispatcher 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.

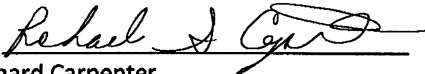
- C. No Participating Carrier may assign its rights or the privileges of its Pilots or Dispatchers under this Agreement without the prior written consent of each of the Parties.
- D. Each Participating Carrier understands and agrees that the privileges granted under this Agreement are granted from one 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 Pilots and Dispatchers.
- E. Travel hereunder is not intended for children or pets.
- F. Except as otherwise specifically provided herein, 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. This Agreement is the entire agreement between the Parties concerning its subject matter and supersedes any previous agreements, written or oral, made between the Parties relating to the subject matter hereof. 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 Pilots or Dispatchers, 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. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREIN AND EXCLUDING THE APPLICATION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS OF 1980. ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT IN THE DISTRICT COURT OF THE STATE OF TEXAS, COUNTY OF TARRANT, OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION, AND EACH PARTY HEREBY SUBMITS, AND IRREVOCABLY WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE, TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH SUIT, ACTION OR PROCEEDING. EACH PARTY HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN EITHER SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- 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 mail, such notices shall be accompanied by facsimile or e-mail. 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 taxes may apply to any Travel received under this Agreement, each Participating Carrier shall be responsible for the payment of taxes applicable to it.

*[Remainder of Page Intentionally Left Blank]*

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

**AMERIJET INTERNATIONAL, INC.**

By:   
Richard Carpenter  
Director of Safety

Carrier Code: M6  
Phone: (954) 608-8804  
Fax: (305) 704-9655  
Email: rcarpenter@amerijet.com

Address for Notices  
Amerijet International, Inc.  
c/o Richard Carpenter  
Director of Safety  
2800 South Andrews Ave.  
Fort Lauderdale, FL 33316

**AMERICAN AIRLINES, INC.**

By:   
Scott Hansen  
Director Flight Administration

Carrier Code: AA  
Phone: (817) 967-5291  
Fax: (817) 967-5031  
Email: Scott.Hansen@aa.com

Address for Notices  
American Airlines, Inc.  
c/o Scott Hansen  
Director Flight Administration  
P. O. Box 619617, MD 823  
DFW Airport, Texas 75261-9617

## ATTACHMENT A

### Participating American Carriers

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

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