



Reciprocal Flight Attendant Cabin Seat Travel Agreement
Domestic, Unlimited Agreement

Effective April 15, 2009 DELTA AIR LINES, INC., ("Delta") and SPIRIT AIRLINES, Inc. ("Spirit") agree to the mutual provision of transportation privileges for flight attendants under the following terms and conditions.

I. ELIGIBILITY & REQUIREMENTS

- A. Any active, current flight attendant of Spirit and Delta Air Lines 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 Delta 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 (St. Thomas and St. Croix) and San Juan on a space available basis. Priority will be given by each Carrier on its own flights to its own employees and all NRSA passengers (retirees, buddy pass holders, ID90, etc.). 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.) Flights operated by Delta Connection or other regional carriers or code share partners of Delta are excluded from this agreement.
- 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. Spirit Airlines flight attendant's requests are processed at the ticket counter or the gate. Flight attendants must check in at any airport ticket office or departure gate a minimum of thirty (30) minutes before scheduled departure of a domestic flight. 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.

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 that are not in uniform must conform to the normal passenger dress code standards.

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. Except as otherwise required or permitted under this agreement, or by function of law, no party to this agreement will disclose this agreement or any details concerning this agreement to any third party, without first obtaining the written permission 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.

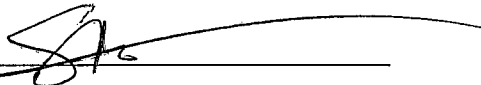
- H. This agreement is the entire agreement between the parties hereto concerning its subject matter and shall supersede any previous agreements, written or oral made between all three parties relating to that subject matter. Any amendment to this agreement must be in writing and signed by an authorized 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 Georgia as though the entire contract were performed in Georgia and without regard to conflict of laws statutes. The Parties further agree that they consent to the jurisdiction of the Courts of Georgia the federal courts located within the State of Georgia 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 to the number indicated below. Notices will be addressed to Sandy Gordon, Vice President, In-Flight Service Operations and Training, 1010 Delta Boulevard 5th Floor, OC-2 Building, Department 013 Atlanta, GA 30320, Facsimilie number: 404.773.2369 and Susan Manfredi, Senior Director Inflight., Spirit Airlines, Inc., 2800 Executive Way Miramar, FL 33025, Facsimilie number : 954.447.8030 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, Delta and Spirit Airlines have caused this agreement to be executed by their authorized representatives.

For: DELTA AIR LINES, INC.

For: SPIRIT AIRLINES, INC.

By: _____

By:  _____

Sandy Gordon
Vice President, In-Flight Service
Operations and Safety

Susan Manfredi
Senior Director Inflight

Date: _____

Date: 4/6/09

Carrier Code: DL

Carrier Code: NK

Phone: 404-714-0824

Phone: 954-628-4836