



RECIPROCAL SPACE AVAILABLE CABIN SEAT AGREEMENT

SPIRIT AIRLINES (NK) and EXPRESSJET AIRLINES (XE) (flown as ExpressJet Airlines, not as Continental Express or Delta Connection) agree to a reciprocal interchange of space available cabin seats for current qualified Flight Attendants of the two companies. This agreement is subject to the following restrictions:

- Flight Attendants of Spirit are prohibited from occupying the actual jumpseat aboard ExpressJet aircraft.
- Flight Attendants of ExpressJet are prohibited from occupying the actual jumpseat aboard Spirit aircraft.
- Transportation is contingent upon availability and/or load restrictions.
- Transportation is limited to commuting to/from an assigned base or for pleasure travel and will not be used for the purpose of conducting company business.
- User agrees to leave the aircraft on any stop when requested to do so by a company representative.
- If traveling to an international destination, user will carry passport, VISA or any other documents necessary to satisfy customs, immigration, public health or security at each point of entry.
- User agrees to be responsible for paying any and all international departure taxes and fees.
- User declares that they are not prohibited by any law or government regulation from receiving free transportation.
- User must be in business attire or company uniform.
- User must be on active working Flight Attendant status, and may not be a trainee, be furloughed or a contract employee.
- User must complete an ACM (Additional Crew Member) pass at least one (1) hour prior to scheduled departure. These can be obtained at the ticket counter or gate. Signed copies will be given to the Gate Agent and to the Captain prior to boarding.
- User must provide a current, unexpired, company photo identification card.
- User agrees to assume all risk related to accident or injury, including personal injury or death, or loss or damage to property, and agrees that Spirit Airlines, Inc. will not be held liable for any such injury, death, loss or damage whether caused by Spirit Airlines, Inc. or its agents.
- Users will be boarded, beginning with the first non-revenue rider to have checked in, with priority being given to Spirit Airlines personnel on Spirit flights and ExpressJet employees on ExpressJet flights.
- Luggage is not to be checked in 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.
- Users will observe strict professional conduct and decorum at all times.
- The Captain will have final authority on the approval of any and all non-revenue riders.

Space available cabin seat travel is a "discretionary courtesy," and is subject to all applicable F.A.R.s, Company regulations and permission from the Captain. Spirit Airlines and ExpressJet Airlines reserve the right to cancel the agreement at any time. Changes and alterations must be approved and agreed upon by an authorized representative of each carrier.

Flight schedules are available at www.spiritair.com and www.expressjet.com. This agreement will become effective on the first day of the month following the month it is signed by representatives of both companies.

Accepted for Spirit Airlines, Inc.:

Robert Love
Robert Love
Sr. Manager of Inflight

Date: 8/22/07

Accepted for ExpressJet Airlines:

John Schrage
John Schrage
Sr Director, Labor Relations

Date: 8/22/07

Please retain one (1) copy of this signed agreement for your records and return one (1) copy to:

Spirit Airlines, Inc.
Director of Inflight
2800 Executive Way
Miramar, FL 33026
954-447-8030 Fax