RECIPROCAL FLIGHT ATTENDANT CABIN SEAT AGREEMENT

Effective March 15, 2010 Horizon Air (QX) and Great Lakes Aviation (ZK) 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 Horizon Air and Great Lakes Aviation shall be eligible for transportation on the other's aircraft subject to all applicable governmental statutes and regulations and individual carrier procedures and applicable regulations, including all applicable conditions of carriage of each company.
   B. Transportation is available on Horizon Air and Great Lakes Aviation flights and is on a space available basis. Any applicable taxes or fees are the responsibility of the crewmember. Priority will be given to each carrier's employees and first class passengers (employees, guest pass holders, etc.). Thereafter, Horizon Air crewmembers, or Great Lakes Aviation crewmembers, as the case may be, will be available for other airlines that have entered into similar agreements with Horizon Air or Great Lakes Aviation. Flight attendants will be accommodated at a "first come, first served" basis.
   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 boarding crewmember must comply with all directions of the Captain and the Flight Attendant in the cabin.
   D. Flight attendants requesting transportation under this agreement must check in at any airport ticket office or departure gate a minimum of thirty (30) minutes before scheduled departure. Flight attendants will be required to check in again at each stopover or connection 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 all proper and complete uniform requirements. Crewmembers that are not in uniform must conform to the transporting carrier's non-revenue first class dress code standards of conservative casual business dress and grooming.

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. 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.
   B. No party hereto may assign its rights or the privileges of its crewmembers under this agreement without the prior written consent of the other.
   C. 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.
D. 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.

E. 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.

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

G. 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 parties relating to that subject matter. Any amendment to this agreement must be in writing and signed by an authorized representative of each party.

H. 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.

I. 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, Horizon Air and Great Lakes Aviation have caused this agreement to be executed by their authorized representatives.

For: Horizon Air

By: [Signature]
Kristian D. Fleming
Supervisor, inflight Training

Date: 3/11/2010
Carrier Code: QX
Phone: 503.384.4283

For: Great Lakes Aviation

By: [Signature]
Jennifer McClellan
Chief Flight Attendant

Date: 3/11/2010
Carrier Code: ZK
Phone: 303.348.1750
Great Lakes Aviation
Cabin Jump Seat Policy

A. Great Lakes Aviation will provide a “cabin jump seat” to Flight Attendants and In-Flight Management Personnel of any airline who are willing to reciprocate a similar cabin jump seat agreement.

B. Seating is limited to space-available seats in the passenger cabin area only.

C. Cabin jump seats may be provided on any aircraft operated Great Lakes Aviation.

D. Flight Attendants and In-Flight Management must present a current, valid company identification card at the departure gate when requesting privileges of the cabin jump seats.

E. Cabin jump seaters will be boarded at a first come/first serve, space available basis.

F. Cabin jump seaters should arrive at the boarding gate 30 minutes prior to departure time and check in with the gate agent.

G. Any person requesting cabin jump seat privileges must be dressed in appropriate attire for non-revenue travel or in company uniform.

H. The person requesting jump seat privileges must fill out and sign a “Jump Seat Request” form. Upon boarding, the jump seater must present the completed form to the Captain of the flight for his/her authorization.

I. Cabin jump seaters will be assigned the boarding priority code of 10.

J. If a weight restriction exists that requires denied boarding, the standard non-revenue denied boarding policy would be used.

K. Good judgement and common courtesy must prevail when requesting authorization for cabin jump seat privileges.

L. The cabin policy is for Flight Attendants and In-Flight Management personnel only. Spouses and dependents are not eligible.

February 2010