RECIPIROCAL FLIGHT ATTENDANT CABIN SEAT AGREEMENT

Effective June 15, 2010 Horizon Air (QX) and Hawaiian Airlines (HA) 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 Hawaiian Airlines 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 Horizon Air and Hawaiian Airlines flights and is on a space available basis. (Any applicable taxes or fees are the responsibility of the crewmember). Priority will be given by each carrier on its own flights to its own employees and all NRSA passengers (retirees, guest pass holders, ID90, etc). Thereafter, Horizon Air crewmembers, or Hawaiian Airlines crewmembers, as the case may be, along with crewmembers from other airlines that have entered into similar agreements with Horizon Air or Hawaiian Airlines will be accorded such transportation on 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 boarded 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 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 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 Hawaiian Airlines have caused this agreement to be executed by their authorized representatives.

For: Horizon Air

By: [Signature]
Kristian D. Fleming
Manager, Inflight Training & Compliance

Date: 6/4/10
Carrier Code: OX
Phone: 503.384.4283

For: Hawaiian Airlines

By: [Signature]
Nahoku Ahlo
Senior Director, In-Flight Services

Date: 6/4/10
Carrier Code: HA
Phone: 808.835.3222
General Guidelines for Reciprocal Hawaiian Airlines Cabin Seat Program

Hawaiian Airlines is pleased to extend this reciprocal cabin seat agreement for flight attendants. The following procedures are set to make this process as smooth as possible.

1. There is no pre-flight listing. All transactions take place at the airport.

2. Flight attendants requesting transportation under this agreement should check in with the Hawaiian Airlines gate agent no sooner than two hours prior and no later than 30 minutes prior to scheduled departure.

3. If you are connecting from another flight, you may check-in at the gate if you have carry-on luggage only. Otherwise, you must stop at the ticket counter to check your luggage and obtain a security document. You must then proceed through security to the gate to complete the check-in process. Compliance with the approved carry-on baggage program applies.

4. Upon check-in, you must produce a valid company ID displaying the word “CREW” or “FA” and an expiration date. At the gate, a Customer Service Agent will complete a Cabin Seat Form for you.

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

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

7. While you must have your valid company ID with a “CREW” or “FA” designator to sign-up as a Cabin Seat Reciprocal Agreement rider, you do not need to display it on your outer wear once onboard the aircraft.

8. Flight Attendants using the Reciprocal Cabin Seat Agreement may not consume any alcoholic beverages onboard.

9. This agreement does not cover children, pets or family members. Flight attendants must be of active status to take advantage of the agreement. If you are on sick, maternity, medical, or military leave, you are not eligible to travel under this agreement.

10. Transportation is applicable on all Hawaiian Airlines domestic flights (US), on a space-available basis. (Any applicable taxes or fees are the responsibility of the crewmember.) Priority will be given to Hawaiian Airlines employees and all NRSA passengers (retirees, buddy pass holders, ID90, etc.). Thereafter, crewmembers from other airlines that have entered into similar agreements with Hawaiian Airlines will be seated on a “first come, first served” basis.
11. 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. Flight attendants with a scheduled deadhead on Hawaiian Airlines are deemed to be traveling on airline business and therefore not eligible to take a flight using the reciprocal cabin seat program as the program is designed for leisure travel only.

12. Flight Schedules can be found on www.hawaiianair.com. To check flight loads, please call 1-888-899-9875 between 3:00am – 9:30pm Hawaii Standard Time.

Any crewmember utilizing transportation under this agreement will be expected to conform to proper and complete dress code requirement which is of conservative casual dress and grooming. Clothing and shoes should be consistent with a business casual look and should not be outlandish, torn, faded, or garish. Sandals are appropriate footwear.

**Acceptable attire**
Although not all-inclusive, the following list of articles—provided they are clean, well-maintained and in good taste—may be worn by Cabin Seat Agreement Riders:
- “Business casual” city/walking shorts worn with a coordinated shirt, blouse, sweater, or jacket
- Clean, pressed, and well-maintained denim or colored jeans (no holes, tears, slashes, or patches)
- Clean, well-maintained and coordinated sweatshirts/T-shirts, etc.

**Unacceptable attire**
Although not all-inclusive, the following items are not acceptable attire for Cabin Seat Agreement Riders:
- Tank tops, outfits with offensive or sexually oriented inscriptions or messages
- Low-cut, skimpy, revealing clothing; short shorts or gym shorts
- Torn, ragged, slashed jeans or slacks; exposed midriff or halter tops
- Bare feet, beach, or swimwear
- Uniforms