



This AGREEMENT is made this 12th day of August, 2014, by and between PSA Airlines, Inc. ("PSA") and Airline Transport Professionals ("ATP").

WHEREAS PSA, anticipates a periodic need for hiring pilots, and

WHEREAS ATP trains pilots and would like to offer students an anticipated career progression,

THEREFORE, PSA and ATP have mutually agreed to, and hereby enter into, this AGREEMENT, in accordance with the terms and conditions set forth below.

IN CONSIDERATION of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, PSA and ATP agree to the following provisions:

1. **Purpose and Intent.** It is the intent of PSA and ATP to implement this Agreement, which is designed to provide opportunities for potential future employment at PSA for certain pilots completing training at ATP and meeting the qualifications set forth below.
2. **Basic Pilot Qualifications Required.** For a pilot to be qualified for interview and receive a conditional offer of employment under this Agreement, he or she must meet the following required qualifications:
 - a. Successfully complete a Federal Aviation Administration ("FAA") approved Multi-Engine Land and Instrument Rating course [?]at ATP;
 - b. Sign a release form, acceptable to PSA, authorizing PSA to review the pilot's academic, aeronautical, and other ATP and FAA records and;
 - c. Be competitive with and meet the same standards of interview and employment required of other candidates applying for pilot positions with PSA, and;
 - d. Be permitted to be legally employed in the United States as a pilot [and hold a valid US-issued passport].
3. **Qualifications Required After Conditional Offer.** For a pilot who receives a conditional offer of employment under this Agreement, he or she must meet the following additional requirements prior to employment with PSA:

- a. Successfully obtain an FAA-issued Certified Flight Instructor Certificate and complete the Instructor Standardization course at ATP and;
 - b. Hold an FAA First Class Medical Certificate prior to entering a new hire class at PSA, and;
 - c. Be eligible for employment by ATP as an instructor pilot for Private through Multi-Engine Instrument candidates, and;
 - d. Successful Completion of an ATP's Regional Jet Program or ATP-CPT Program
 - e. Maintain an excellent work ethic and obtain letter(s) of recommendation from ATP's senior flight department, and;
 - f. Pass any background checks required by FAA, Department of Transportation, Department of Homeland Security, PSA or any governmental department, administration or agency, and;
 - g. Complete the FAA Airline Transport Certificate (ATP) Multi-engine Land course, and;
 - h. Acquire 1,500 hours total time, and;
 - i. Acquire 250 hours multi-engine time, and;
 - j. Acquire 250 hours as pilot-in-command, and;
 - k. Acquire 100 hours of actual or simulated instrument, and;
 - l. Acquire 100 hours of night time.
4. **PSA Hiring Standards, Requirements, and Qualifications.** Nothing in this Agreement prohibits PSA from establishing, changing, or modifying the basic requirements and qualifications for all pilot applicants. However, PSA agrees not to require ATP graduates to meet qualifications substantially more rigorous than its other applicants, except as stated in the Basic Qualifications in Paragraph 2, and Qualifications Required After Conditional Offer in Paragraph 3 above.
5. **Guaranteed Interview.** PSA agrees to guarantee an interview to any ATP flight training graduate, who meets all of the qualifications set forth in Paragraphs 2 and 4 above, if and when PSA is hiring pilots. Nothing in this Agreement mandates PSA to interview and/or hire pilots at any particular time.

6. **Conditional Offer of Employment.** PSA agrees to hire an ATP pilot, who meets the qualifications set forth in Paragraphs 3 and 4 above, if and when PSA is filling pilot classes. Nothing in this Agreement mandates PSA to hire pilots at any particular time.
7. **PSA and ATP Cooperation.** PSA and ATP mutually understand that success of this Agreement depends on the quality of ATP graduates making application to the Airline Subsidiaries. Therefore:
- a. PSA and ATP agree to cooperate and work closely together to ensure that all candidates selected for and participating in training with the intent of taking advantage of this Agreement, are of the highest quality and consistently demonstrate the work ethic, flying skill, aviation knowledge, professional attitude, demeanor and personal qualifications to perform as a successful crew member.
 - b. ATP agrees to offer PSA full access to pilot profiles on its PilotPool.com recruitment tool at no cost to PSA for the Term or any Renewal Term of this agreement. Using PilotPool.com, ATP agrees to notify PSA of any trainee or pilot candidate who expresses a desire to take advantage of the career opportunities offered by this Agreement and to periodically update PSA of trainee status, including phase of training, academic and flying skills, professional attitude, demeanor and any items or issues deemed necessary by PSA to track the qualification and progress and progress of identified future applicants. ATP agrees to work with PSA pilot recruiters to further refine PilotPool.com features to meet PSA pilot recruiters' needs. PSA agrees to utilize PilotPool.com as the primary means of making initial and periodic contact with the pilot candidates contemplated in this Agreement.
 - c. PSA agrees to inform ATP of its hiring plans, including potential numbers and time-frame for hiring. However, ATP acknowledges that PSA hiring is influenced by a multitude of factors beyond PSA's control and nothing in this Agreement creates an obligation upon PSA to interview and/or hire any particular pilot at any particular time.
 - d. Subject to PSA's advance, written approval, PSA agrees to allow ATP use of its name and logo for the purpose of promoting this Agreement. ATP agrees to allow PSA use of its name and logo for the purpose of promoting this agreement. Both parties retain the right to approve uses of their logos and names.
8. **Term.** The initial term of this Agreement shall be for a period of two (2) years from the date of execution (Initial Term"). Any subsequent extension of this Agreement shall be by mutual consent of PSA and ATP and shall be in writing.

Any subsequent extension of the term of this Agreement shall be called a "Renewal Term."

9. **Termination of Agreement.**

- a. Either party may cancel this Agreement with or without cause prior to expiration of the Initial Term or any Renewal Term by the giving of thirty (30) days advance written notice to the other party. Notice of cancellation shall be by United States mail, postage prepaid, fax or email to the addresses provided in Paragraph 14. Termination shall not relieve either party of responsibilities outlined in this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior or contemporaneous written or oral agreements between PSA and ATP.

11. **Amendment.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

12. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to exercise any right in the event of any subsequent default. In the event of a breach or default hereunder, the non-breaching, non-defaulting party shall give the breaching or defaulting party written notice of such and thirty business days to cure such default prior to exercising any rights hereunder.

14. **Notices.**

- a. All notices required or permitted under this Agreement shall be in writing, and shall be deemed delivered, when delivered by hand, or when deposited in the United States mail, certified mail, postage prepaid, return receipt requested, and address as follows:

PSA Airlines, Inc.
Attn: Vice President – Flight Operations
3400 terminal Dr.
Vandalia, Ohio 45322

(need fax number and email address)

With a copy faxed or emailed to:

Vice President – Shared Services Organization
Fax (717) 948-4730
email: terry.petrin@aa.com

Airline Transport Professionals
Attn: Paul Templeton
P. O. Box 1784
Ponte Vedra, FL 32773
(need fax number and email address)


- b. PSA and ATP agree to promptly notify each other of any changes of name, address or registered agent.

15. **Headings.** The headings used in this Agreement are for convenience only and do no form part of this Agreement and are not intended to interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.
16. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the respective parties, their heirs, executors, administrators, successors in interest and assigns.
17. **Choice of Law.** The parties agree that this Agreement will be governed by and construed in accordance with the laws of the state of New York without regard to conflict of law principles. The parties further agree that they consent to the exclusive jurisdiction of the state or federal courts located in the Borough of Manhattan, New York and waive any claim of lack of jurisdiction or forum non conveniens.
18. **Waiver of Jury Trial.** Each party irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Agreement or any matter arising hereunder.

(Signature page follows)

THEREFORE, PSA and ATP agree to enter, intend to enter, and do hereby enter into this Agreement this 12th day of August, 2014.

FOR PSA AIRLINES, INC.



Dion Flannery
President & CEO

FOR AIRLINE TRANSPORT PROFESSIONALS



Paul Templeton
Director of Airline Relations