

November 1, 2008

Tom Higginbotham
 President-Directing
 General Chairperson
 International Association of Machinists and Aerospace Workers

Dear Tom,

This will confirm our understanding reached during concessionary negotiations regarding the changes in the Collective Bargaining Agreement necessary to achieve the required cost savings. The specific changes to the contract are outlined below:

1. Out of Base Parking
 P. 3-15, O, Parking is changed to read:

O. Parking

Parking will be provided in a flight attendant's domicile. ~~At her/his option, a flight attendant will receive a commuting expense payment of \$35 per month in lieu of parking at her/his domicile. A flight attendant may change her/his election one time each year, or upon residence or domicile change. It is the parties' intent that these amounts be non-taxable to the extent permitted by law.~~

2. Crew Meals
 P. 3-15, Q, Crew Meals is changed to read:

Q. Crew Meals

1. Crew meals will be provided ~~in the following circumstances on:~~
 a. Holidays (Thanksgiving and Christmas). ~~And~~
 b. Arrivals at a hub after restaurant hours when the next leg will result in an overnight.

2. ~~Upon request, a flight attendant will be provided passenger meals on those flights when passengers receive meals. Additionally, when flight schedules do not permit a flight attendant to purchase a meal and nutritional needs so require, the flight attendant may call the next arrival station and request that she/he either be provided a meal at her/his expense or the opportunity to purchase a meal.~~

3. ~~Improvements on the above meal terms that are provided to Company pilots also will be provided to flight attendants.~~

2. The Company shall provide a minimum of a liter of bottle water each duty period.

5. ~~The Company will discuss with the Union at its request the type and quality of meals being provided.~~

3. 50% Deadhead Pay

P. 4-24, H. is changed to read:

H. Deadhead Pay

A flight attendant will be credited with ~~full~~ 50% flight time for all deadhead and ferry time.

4. Training Pay

P. 6-57, A, is changed to read:

5 A flight attendant may be required to attend general meetings. Meetings will be scheduled into bid lines whenever possible. In no event will they be scheduled with less than 7 days notice. General meetings which are required will be with compensation as follows:

1. On a day scheduled to fly, a lineholder will receive full pay and credit for the trip(s) missed. On a day not scheduled to fly, a lineholder will receive ~~4~~ 2 hours pay and credit;
2. A flight attendant who does not hold a line will receive ~~4~~ 2 hours pay and credit.

P. 6-58, D, 2, is changed to read:

~~2. A flight attendant who attends recurrent training on a day off will receive 4 hours pay and credit at 150% of her/his hourly rate. A flight attendant who is required to drop trips to attend recurrent training because training was not offered on their days off will be allowed to elect either to be released from duty with no protection, (i.e., her/his pay guarantee will be reduced accordingly) on non-training days where trips were dropped, or to be protected in accordance with the provisions of Section 5. A lineholder who has elected such protection will receive pay and credit for the trip(s) missed, or for the recurrent training plus any credit from reassigned trips, whichever is greater.~~

5. Flex Vacation

P. 8-66, F. Flex Vacation Program is changed to read:

F. Flex Vacation Program

1. A flight attendant may participate in the Flex Program.
2. Vacation days bought under the Flex Program will be paid at the rate of 2:50 per day.
3. A flight attendant may, ~~during the annual benefits enrollment, elect to contribute her/his Flex payments for the following year to her/his 401(k) Savings Plan account in lieu of taking Flex vacation. In addition, she/he may elect to "sell" a week of regular vacation accrued for use in the following year, to be contributed to her/his 401(k) Savings Plan account. The maximum vacation contribution for any year shall be 2 weeks of vacation (one Flex and one regular week). Contributions~~

shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits.

6. Sick Leave

P. 9-68, A. is changed to read:

5 For each month a flight attendant is in pay status, she/he will accrue ~~5~~4 hours sick leave credit and 5 hours of occupational injury leave. This includes time on paid sick or occupational injury (“OI”) leave. If her/his pay status changes during a month, she/he will receive a full month’s accrual only if she/he is in pay status for 16 days or more, or if she/he is on a ½ month leave of absence. The maximum accrual in the sick leave bank is 640 hours, and in the OI bank is 400 hours.

7. Uniforms

P. 103, paragraph under the uniform point chart is deleted.

~~One all weather overcoat or wool overcoat and a roller board and tote bag will be provided by the Company each 3 years of active service after the initial purchase by the flight attendant.~~

8. 401K contribution and match

P. 22-126, E, is changed to read:

E. 401(k) Savings Plan

Flight attendants will be eligible to participate in the Company 401(k) Savings Plan (“the Plan”), pursuant to the terms and conditions of the Plan. Flight attendants will be eligible for the following Company retirement contributions to the Plan:

Company Match

(dollar for dollar)

Completed Years of Service Match

Less than 5	4-2%
5 but <10	5-4.6%
10 years and >	6%

5 year graded vesting

~~Company Retirement Contribution~~

~~*(no employee contribution required)*~~

~~Completed Years of Service Company Contribution~~

Less than 5	1.50%
5 but <10	1.75%
10 but <15	2.00%
15 but <20	2.50%
20 but <25	3.00%
25 and >	3.50%

~~5 year cliff vesting~~

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson

Re: Cost Savings and Verification

Dear Tom,

This letter will confirm our understanding reached during concessionary negotiations regarding cost savings and verification for Company employees. We agreed that the IAM's agreement to cost savings contained in this tentative agreement is contingent upon all ExpressJet Airlines, Inc. work groups participating in cost savings. Provided, however, that the IAM may waive such contingency and agree to execute the Agreement regardless of the participation of other work groups.

We have further agreed that the IAM shall be entitled to a reasonable amount of time (not to exceed three (3) days)), subsequent to other represented work groups' tentatively agreed to dates, for review of the Company's agreements with other work groups. Such three (3) day period shall run concurrent with any ongoing ratification process. Upon request of an IAM official, and subject to confidentiality agreements, the Company will provide information so that it is possible to ensure compliance with the agreements and binding commitments of other work groups. The intent of this request is solely to review the agreements for the purpose of determining that the other union agreements have provided cost savings.

We also agreed that all non-union group employees would be subject to a minimum of 5% reduction in compensation, as well as elimination of the Company's defined contribution to non-union group employees' 401K programs. The Company, upon request, will provide necessary documentation to the IAM for their review to verify that all non-union group employees are participating in cost savings measures.

Finally, we agreed that no Company job classification, including the Board of Directors, will receive compensation, bonuses, or any other thing of value that raises their total income to a level greater than the maximum value of the total compensation package provided for that classification, minus the minimum concessionary reductions of 6.78%, until such time as the IAM's concessions have begun to be eliminated. Flight attendants will receive an immediate snapback to pre concessionary work rules and benefits if there was verification that any other union or non-union employee category's compensation increased above the 6.78% concessionary decrease, without a similar increase to union employees.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson

Re: Benefits for IAM Employees

Dear Tom,

This will confirm our understanding reached during concessionary negotiations regarding benefits for IAM employees. We have agreed that if a concessionary agreement is in effect, the Company will not increase the employee contribution to the medical insurance to more than 25%. We have also agreed that at the Union's request, a representative(s) from the Union will be involved in any discussions relating to changes to the current benefit plans (additions, deletions, or changes). Finally, we have agreed that if all labor groups desire to participate in a new or different benefit program, the Company will consider its adoption.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson

Re: Annual Pre-tax Profit Target

Dear Tom,

The Company will offer a supplemental profit sharing plan that will allow XJT employees to recoup their concessions if the Company attains certain financial targets. The details are outlined below:

1. 50% of every dollar earned above \$30 million annual pre-tax income will be set aside for the employees. XJT profit sharing calculated after this pay-out.
2. Profit sharing pay-out allocated to employees based on base pay earned during the year.
3. Annual Pre-tax profit will be determined following the end of the Company's year-end financial reporting period (calendar year).
4. For the purposes of this letter, annual pre-tax profit will exclude any "special" items. Only profit generated by airline revenues will be considered in determining annual pre-tax profit. "Special" is defined as income generated from the sale of assets or other income not directly related to airline operations.
5. If the annual pre-tax profit target is reached, the applicable percentage will be applied no later than the first pay period after 30 days following the release of financial data in accordance with applicable laws SEC rules and regulations.

This letter expires July 31, 2010, however an employee who remains at ExpressJet through Dec 31, 2010 will receive a prorated portion of the pre-tax profit sharing for the time he was employed with ExpressJet through July 31, 2010.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson
International Association of Machinists and Aerospace Workers

Dear Tom,

This will confirm our understanding reached during concessionary negotiations regarding our request for a seat on the ExpressJet Holdings, Inc. Board of Directors (BOD).

We have agreed that in lieu of being granted a seat on the BOD, the President-Directing General Chairperson or his designee will be provided a briefing using the BOD briefing book on the same day as the BOD meeting by the Company. Other IAM members may be included at the Company's discretion.

Notwithstanding the BOD briefing, if ExpressJet Airlines becomes a private company, and is no longer subject to SEC requirements, the IAM will be granted a non-voting seat on the new private organization's board or other governing body. The selection of this board member will be at the discretion of the IAM.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson
International Association of Machinists and Aerospace Workers

Re: Reorganization Under Bankruptcy

Dear Tom,

This letter will confirm our agreement regarding the commitment of ExpressJet Airlines, Inc. ("ExpressJet" or the "Company") to maintain the tentatively agreed letter of agreement (the "LOA") between ExpressJet and the International Association of Machinists and Aerospace Workers (IAM).

This letter and the commitment it contains will become effective when the LOA has been ratified in accordance with the Union's ratification requirements and fully executed by the Union's signatories.

In consideration of the concessions provided by the LOA, the Company agrees, to the extent and for the period described herein, to forgo certain legal rights that otherwise would be available to the Company in the event that a reorganization case under Chapter 11 of the United States Bankruptcy Code is commenced by or against the Company.

Specifically, ExpressJet commits as follows:

ExpressJet believes that the wage, work rule, and benefit concessions provided by the LOA and the reductions provided by ExpressJet's other employee work groups will be sufficient for it to execute a successful business plan in connection with the negotiations for the tentatively agreed letter of agreement that will allow the Company to survive the difficult economic circumstances existing today. The LOA has been negotiated in good faith by both parties with precisely that objective. Should ExpressJet nevertheless seek relief under Chapter 11 of the Bankruptcy Code, or should another party file a petition for Chapter 11 relief with respect to the Company, in either case, within one (1) year from the effective date hereof, then for the period ending eighteen (18) months from the effective date hereof, ExpressJet will not file or support any motion or application seeking modification or rejection of the LOA pursuant to §1113; provided that, the foregoing restrictions shall not apply if the Company's Board of Directors reasonably determines that (a) the Company's financial condition has materially deteriorated from the financial condition at the time that the Union's LOA was ratified as a result of losses from operations or is reasonably expected to materially deteriorate within the next ninety (90) days, whether because of general economic conditions or otherwise and (b) such material deterioration presents or is reasonably expected to present a reasonable risk that the Company's future liquidity will be materially threatened. However, prior to any such determination by the Company's Board of Directors and the Company's filing any such motion or application or filing or issuing any such notice, the Company agrees to provide the Union with notice of the Board of Directors' scheduled deliberations with respect to such determination. Additionally, in any such

reorganization case, the Company agrees that it will not object to the appointment of an Union representative to the official committee of unsecured creditors (and if the Company is asked by the appropriate party for the Company's views regarding such appointment, then the Company will respond favorably thereto).

Nothing herein shall limit the ability of the Company to seek relief pursuant to §1113(e) if the Company's Board of Directors directs the filing of a motion or application for such relief following its reasonable determination that the Company is entitled to such relief under the standards of §1113(e) (provided that, if the Board of Directors directs such motion or action, it may also authorize any action that is a prerequisite to seeking relief pursuant to §1113(e), but only to the extent, such other action is procedurally required in order to pursue relief pursuant to §1113(e); it being agreed that (i) the Company would not pursue substantive relief under §1113(c) pursuant to this proviso and (ii) to the extent legally effective for such purpose, the Union may at its option waive, in writing a requirement, if any, for the Company to file a motion pursuant to §1113(c) as a prerequisite to seeking relief pursuant to §1113(e)). Prior to a determination of the Board of Directors that the Company is entitled to relief under §1113(e), however, the Company will provide the Union with notice of the Board's scheduled deliberations with respect to such determination, meet promptly with the Union to discuss the reasons for the potential determination and discuss with the Union possible alternatives to such determination and such motion or application.

If, consistent with and as permitted by this letter, the Company files a motion or application for relief under § 1113, nothing herein will (i) relieve the Company from complying with the applicable requirements of the Bankruptcy Code, (ii) prevent the Union from opposing such relief and/or termination, or (iii) otherwise be construed as the consent of the Union to such relief and/or termination.

Each individual executing this waiver letter is doing so only in his or her capacity as a representative of the entity that he or she represents, and not in his or her individual capacity. Accordingly, no director, officer, agent or employee of either party to this waiver letter shall be charged personally or held contractually liable by or to any other party under any term or provision of this waiver letter or because of his or her execution or attempted execution hereof or any alleged or attempted breach hereof.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson

November 1, 2008

Tom Higginbotham
President-Directing
General Chairperson
International Association of Machinists and Aerospace Workers

Subject: IAM National Pension Plan

Dear Tom

This will confirm our recent discussions wherein the parties discussed the IAM National Pension Plan for the represented IAM Flight Attendants. The Company agrees to meet with the appropriate parties prior to the amendable date of the current Collective Bargaining Agreement to explore the IAM Pension Plan and its possible application to the ExpressJet flight attendants.

Sincerely,

Agreed:

John Schrage
Sr. Dir. Labor Relations
ExpressJet Airlines

Tom Higginbotham
President-Directing
General Chairperson