



## **EJET PILOT BONUS REIMBURSEMENT AGREEMENT**

Name: \_\_\_\_\_ (“Pilot”) is being offered employment with Mesa Airlines, Inc. (“Mesa”) as an airline pilot, contingent on completion of Initial Operating Experience (“IOE”) training as well as all applicable terms of the collective bargaining agreement between Mesa and the Air Line Pilots’ Association (“the Union”). In light of the mutual benefit to the parties of employment with Mesa as a pilot, Mesa and Pilot agree to the following:

1. Should Pilot successfully complete IOE training, Mesa agrees that within twenty-five (25) business days, it will make a lump sum payment to Pilot of \$22,500 (less applicable taxes and withholdings). Your bonus will be reported as income on your Form W-2. This payment will hereafter be referred to in this Agreement as the “initial bonus.”

2. Should the Pilot not upgrade captain due solely to company seniority before starting a fourth (4) year of service then Mesa will pay Pilot \$20,000 (less applicable taxes and withholdings). Payment will be made within twenty-five (25) business days of the Pilot’s third anniversary. For the avoidance of doubt, if Pilot does not bid for, declines or fails to complete upgrade training, is scheduled for upgrade training, or is not otherwise eligible for upgrade then Pilot will no longer be entitled to this, Section 2, payment. The above described period of service will be extended by any period during which Pilot is absent from work on a leave of absence.

3. Pilot agrees that no additional agreement or promise for compensation has been made beyond the terms of this Agreement and the collective bargaining agreement between the Company and the Union.

4. Subject to the exception outlined below in paragraph 6 of this Agreement, **if Pilot resigns or is terminated at any point within two (2) years of having completed IOE training, Pilot will be required to repay some or all of the pre-tax amount of the initial bonus**, as follows: the full amount of the New Hire Pilot Bonus will be due if Pilot resigns or is terminated at any point during the first twelve months following completion of IOE. Beginning on the 13<sup>th</sup> month and continuing through the 24<sup>th</sup> month following completion of IOE that Pilot remains employed by Mesa, repayment of the initial bonus will be forgiven at a rate of 1/12th per month. If, for example, Pilot receives an initial bonus of \$22,500 and voluntarily resigns or is terminated six (6) months after completing IOE training, Pilot would be required to repay all of the \$22,500.00 of the initial bonus. If Pilot remains employed by Mesa for sixteen (16) full months after completing IOE training, then Pilot would be required to repay \$15,000.00 of the initial bonus (i.e., \$22,500 minus 4/12th of \$22,500, or \$7,500.00, equals \$15,000.00). Any repayment that Pilot must make pursuant to the terms of this Agreement must be made within **five (5) business days** of Pilot’s resignation or termination.

5. The above-described 24-month period will be extended by any period during which Pilot is absent from work on a leave of absence. Pilot must be actively employed and working for Mesa for 24 months following completion of IOE training. If, for example, Pilot receives an initial bonus of \$22,500, works for ten (10) months, then is on an approved leave for three (3) months, returns from this approved leave, works for one (1) additional month, and then resigns, Pilot will be credited as having worked eleven (11) months rather than fourteen (14) months for purposes of this Agreement. Pilot's repayment obligation will therefore not be reduced as the service period is within the first twelve (12) months of service.

6. A termination, for purposes of this Agreement, does not include a termination triggered by a furlough.

7. In accepting the initial bonus outlined in this Agreement, Pilot understands and agrees that Mesa has the right to deduct any portion of the initial bonus that Pilot still owes under the terms of this Agreement from Pilot's paycheck(s), including but not limited to deductions resulting in Pilot being paid less than the applicable minimum wage.

8. Pilot understands and agrees that if any required repayment of the initial bonus under the terms of this Agreement is not made within the required 5 business days following Pilot's resignation or termination, Pilot will be responsible for paying all attorney fees and costs incurred by Mesa in enforcing its right to recover monies due to Mesa from Pilot under the terms of this Agreement.

9. Pilot agrees to pay, in addition to all other sums due hereunder, all costs and expenses of collection of this Agreement. This includes Mesa's reasonable attorney's fees, which shall not be less than twenty percent (20%) of the total amount unpaid at the time of collection and a per annum running rate of interest of ten percent (10%) on all money owed under this Agreement.

10. Pilot understands and agrees that this Agreement is not a contract of employment and does not guarantee employment. This Agreement does not alter the nature of Pilot's employment with Mesa. Pilot also understands and agrees that this Agreement supersedes all previous understandings and agreements between the parties, oral or written, except for the collective bargaining agreement between Mesa and the Air Line Pilots Association.

11. In the event that one or more provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement will remain fully operative and in full force and effect, and will not be affected, prejudiced or disturbed in any way.

12. The provisions of this Agreement shall be construed in accordance with and governed by the applicable provisions of Arizona law. Any legal proceedings brought to enforce or otherwise brought in relation to the terms of this Agreement shall be brought before and heard by an Arizona state court.

**PLEASE UNDERSTAND THAT MESA HAS AND WILL CONTINUE TO ENFORCE THIS AGREEMENT. CONSISTENT WITH THE TERMS OF THIS AGREEMENT, MESA EXPECTS REPAYMENT WHEN REQUIRED UNDER**

THE TERMS OF THIS AGREEMENT. MESA WILL SUE IF NECESSARY TO RECOVER MONIES OWED UNDER THIS AGREEMENT.

DO NOT SIGN THIS AGREEMENT UNLESS YOU INTEND TO EITHER REMAIN WITH MESA LONG ENOUGH TO AVOID THIS AGREEMENT'S REPAYMENT OBLIGATION OR, ALTERNATIVELY, UNLESS YOU ARE PREPARED TO MAKE REPAYMENT UPON LEAVING. NOTHING THAT YOU READ ON THE INTERNET (OR ANYWHERE ELSE) OR ARE TOLD BY OTHER PILOTS (OR ANYONE ELSE) CHANGES THE TERMS OF THIS AGREEMENT. WE WILL STRICTLY HOLD YOU TO COMPLETE COMPLIANCE WITH EVERY TERM OF THIS AGREEMENT.

\_\_\_\_\_  
Print Full Name (Pilot)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Pilot)

\_\_\_\_\_  
Authorized Representative - Print Name  
Mesa Airlines

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Mesa Authorized Representative)