

May 21, 2010

Mesa Air Group, Inc.
410 North 44th Street, Suite 700
Phoenix, AZ 85008
ATTENTION: Chairman and CEO

RE: Delta Connection Agreement between Delta Air Lines, Inc., Freedom Airlines, Inc. and Mesa Air Group, Inc. dated as of May 3, 2005 (the "Delta Connection Agreement")

Dear Jonathan:

This will confirm the mutual understanding and agreement between Delta Air Lines, Inc. ("Delta") and Freedom Airlines, Inc. ("Freedom") and its parent company Mesa Air Group, Inc. ("Mesa") as follows:

1. By letter dated March 28, 2008 (the "Termination Letter"), Delta notified Freedom and Mesa that Delta terminated the Delta Connection Agreement, effective immediately. On April 7, 2008, Mesa and Freedom filed a Complaint for Declaratory Judgment, Specific Performance and Injunctive Relief in the United States District Court for the Northern District of Georgia (the "Court") seeking a declaration that no grounds existed for Delta's termination of the Delta Connection Agreement and preliminary and permanent injunctive relief (the "Litigation"). On June 25, 2008, at the end of a preliminary injunction hearing held in May 2008, the Court issued an order granting a preliminary injunction temporarily enjoining Delta from terminating the Delta Connection Agreement. On April 20-23, 2010, the Court held a trial on the merits of the Litigation and on May 17, 2010, the Court concluded that Delta had the right to and did terminate the Delta Connection Agreement on March 28, 2008.
2. In order to provide for an orderly wind-down of Freedom's Delta Connection operations, the parties enter into this temporary agreement effective as of May 17, 2010 pursuant to which Freedom will provide Delta Connection services (this "Temporary Agreement").
3. The terms of this Temporary Agreement shall be the same terms as the Delta Connection Agreement except that this Temporary Agreement shall (a) automatically expire at 11:59 p.m. EDT on August 31, 2010, or 11:59 pm on July 31, 2010 (the "Early Termination") if Freedom and Mesa provide notice on or before June 1, 2010 of the Early Termination and (b) only apply to the numbers of ERJ145 regional jet aircraft and lines set forth on Exhibit "A" attached hereto. Delta shall make all payments due to Mesa at the times, and in the amounts (based on the 2008 rates in effect under Exhibit B to the Delta Connection Agreement, without adjustment), provided for in the Delta Connection Agreement without setoff or recoupment of any amounts that Delta contends are due and were actually or allegedly incurred prior to the effective date of this Temporary Agreement; provided, however, that the payment received by Mesa on May 17, 2010 shall be applied to obligations under this Temporary Agreement, not the Delta Connection Agreement.
4. Each of Mesa and Freedom are debtors and debtors-in-possession under Chapter 11 of the U.S. Bankruptcy Code in cases filed in the United States Bankruptcy Court (the "Bankruptcy Court") for the Southern District of New York, which are being jointly administered under Chapter 11

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Case No. 10-10018 (MG) (the "Bankruptcy Case"). Mesa's obligations under this Temporary Agreement shall be subject to Bankruptcy Court Approval which Mesa shall seek on an expedited basis.

5. THE PARTIES ACKNOWLEDGE THAT THIS TEMPORARY AGREEMENT IS WITHOUT PREJUDICE TO ANY OUTSTANDING RIGHTS OR OBLIGATIONS UNDER THE DELTA CONNECTION AGREEMENT, UNDER APPLICABLE LAW OR OTHERWISE (INCLUDING ANY APPLICABLE APPELLATE RIGHTS). ALL PARTIES HEREBY AGREE NOT TO ASSERT AS A DEFENSE, ARGUMENT OR CLAIM IN ANY PROCEEDINGS THAT ANY PARTY HAS WAIVED OR COMPROMISED ANY RIGHTS, CLAIMS OR DEFENSES UNDER THE DELTA CONNECTION AGREEMENT, APPLICABLE LAW OR OTHERWISE (INCLUDING ANY APPLICABLE APPELLATE RIGHTS) BY VIRTUE OF EXECUTING AND ENTERING INTO THIS TEMPORARY AGREEMENT AND THIS AGREEMENT SHALL NOT BE OFFERED INTO EVIDENCE IN ANY PROCEEDING FOR ANY PURPOSE EXCEPT TO SEEK JUDICIAL APPROVAL OR TO ENFORCE ITS TERMS.

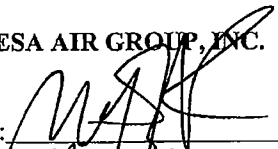
Very Truly Yours,

DELTA AIR LINES, INC.

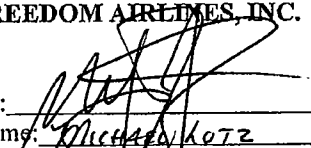
By: 
Name: DON BORNHORST
Title: SVP- DELTA CONNECTION

ACKNOWLEDGED AND AGREED TO:

MESA AIR GROUP, INC.

By: 
Name: MICHAEL LOTZ
Title: PRESIDENT & CFO
Date: 5-21-10

FREEDOM AIRLINES, INC.

By: 
Name: MICHAEL LOTZ
Title: PRESIDENT & CFO
Date: 5-21-10