

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2024

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___ to ___

Commission File Number: 001-40304



Frontier Group Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

46-3681866

(I.R.S. Employer
Identification No.)

4545 Airport Way
Denver , CO 80239
(720) 374-4550

(Address of principal executive offices, including zip code, and Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	ULCC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The registrant had 225,372,311 shares of common stock, \$0.001 par value per share, outstanding as of October 25, 2024.

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Cautionary Statement Regarding Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q should be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based on our current expectations and beliefs with respect to certain current and future events and anticipated financial and operating performance. Words such as "may," "might," "will," "should," "could," "would," "expect," "intends," "plan," "anticipate," "believe," "estimate," "project," "targets," "predict," "potential" and similar expressions are intended to identify forward-looking statements. Additionally, forward-looking statements include statements that do not relate solely to historical facts, such as statements which identify uncertainties or trends, discuss the possible future effects of current known trends or uncertainties, or which indicate that the future effects of known trends or uncertainties cannot be predicted, guaranteed or assured. You should read the following discussion and analysis of our financial condition and results of operations together with our unaudited condensed consolidated financial statements and related notes included elsewhere in this Quarterly Report on Form 10-Q, as well as our audited consolidated financial statements and related notes as disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, as filed with the Securities and Exchange Commission (the "SEC") on February 20, 2024 (the "2023 Annual Report"). This discussion contains forward-looking statements based upon current plans, expectations and beliefs involving risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including those set forth in Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations," Part II, Item 1A, "Risk Factors" and other factors set forth in other parts of this Quarterly Report on Form 10-Q, as well as those risks and uncertainties set forth from time to time under the sections captioned "Risk Factors" in our reports and other documents filed with the SEC, including our 2023 Annual Report. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

PART I – FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Balance Sheets
(unaudited, in millions, except share data)

	September 30, 2024	December 31, 2023
Assets		
Cash and cash equivalents	\$ 576	\$ 609
Accounts receivable, net	147	93
Supplies, net	76	79
Other current assets	111	90
Total current assets	910	871
Property and equipment, net	367	309
Operating lease right-of-use assets	3,723	2,964
Pre-delivery deposits for flight equipment	390	407
Aircraft maintenance deposits	—	84
Intangible assets, net	27	28
Other assets	409	330
Total assets	\$ 5,826	\$ 4,993
Liabilities and stockholders' equity		
Accounts payable	\$ 128	\$ 134
Air traffic liability	292	253
Frequent flyer liability	12	10
Current maturities of long-term debt, net	190	251
Current maturities of operating leases	632	549
Other current liabilities	470	461
Total current liabilities	1,724	1,658
Long-term debt, net	279	219
Long-term operating leases	3,126	2,440
Long-term frequent flyer liability	34	35
Other long-term liabilities	114	134
Total liabilities	5,277	4,486
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Common stock, \$ 0.001 par value per share, with 224,518,145 and 222,998,790 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively	—	—
Additional paid-in capital	414	403
Retained earnings	142	111
Accumulated other comprehensive income (loss)	(7)	(7)
Total stockholders' equity	549	507
Total liabilities and stockholders' equity	\$ 5,826	\$ 4,993

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Statements of Operations
(unaudited, in millions, except per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Operating revenues:				
Passenger	\$ 910	\$ 862	\$ 2,705	\$ 2,637
Other	25	21	68	61
Total operating revenues	935	883	2,773	2,698
Operating expenses:				
Aircraft fuel	261	291	812	827
Salaries, wages and benefits	236	221	713	635
Aircraft rent	177	150	483	429
Station operations	164	133	464	381
Maintenance, materials and repairs	53	48	144	145
Sales and marketing	46	41	133	125
Depreciation and amortization	19	13	53	36
Other operating	(40)	40	(42)	120
Total operating expenses	916	937	2,760	2,698
Operating income (loss)	19	(54)	13	—
Other income (expense):				
Interest expense	(10)	(8)	(27)	(21)
Capitalized interest	8	7	24	19
Interest income and other	10	10	25	28
Total other income (expense)	8	9	22	26
Income (loss) before income taxes	27	(45)	35	26
Income tax expense (benefit)	1	(13)	4	—
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Earnings (loss) per share:				
Basic	\$ 0.11	\$ (0.14)	\$ 0.14	\$ 0.12
Diluted	\$ 0.11	\$ (0.14)	\$ 0.14	\$ 0.12

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Statements of Comprehensive Income (Loss)
(unaudited, in millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Unrealized gains (losses) and amortization from cash flow hedges, net of adjustment for deferred tax benefit/(expense) of less than \$ 1 and less than \$(1) for the three and nine months ended September 30, 2024, respectively, and \$(1) and less than \$(1) for the three and nine months ended September 30, 2023, respectively. (Note 4)	—	4	—	—
Other comprehensive income (loss)	—	4	—	—
Comprehensive income (loss)	\$ 26	\$ (28)	\$ 31	\$ 26

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Statements of Cash Flows
(unaudited, in millions)

	Nine Months Ended September 30,	
	2024	2023
Cash flows from operating activities:		
Net income	\$ 31	26
Deferred income taxes	3	—
Depreciation and amortization	53	36
Gains recognized on sale-leaseback transactions	(218)	(97)
Stock-based compensation	12	10
Loss on extinguishment of debt	1	—
Amortization of cash flow hedges, net of tax	—	1
Changes in operating assets and liabilities:		
Accounts receivable, net	(53)	12
Supplies and other current assets	4	(18)
Aircraft maintenance deposits	82	(13)
Other long-term assets	(142)	(132)
Accounts payable	2	24
Air traffic liability	39	(6)
Other liabilities	17	(50)
Cash used in operating activities	(169)	(207)
Cash flows from investing activities:		
Capital expenditures	(62)	(37)
Re-delivery deposits for flight equipment, net of refunds	17	(52)
Other	(1)	(2)
Cash used in investing activities	(46)	(91)
Cash flows from financing activities:		
Proceeds from issuance of debt, net of issuance costs	418	141
Principal repayments on debt	(420)	(84)
Proceeds from sale-leaseback transactions	185	124
Proceeds from the exercise of stock options	1	1
Tax withholdings on share-based awards	(2)	(5)
Cash provided by financing activities	182	177
Net decrease in cash, cash equivalents and restricted cash	(33)	(121)
Cash, cash equivalents and restricted cash, beginning of period	609	761
Cash, cash equivalents and restricted cash, end of period	\$ 576	640

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Statements of Stockholders' Equity
(unaudited, in millions, except share data)

	Common Stock		Additional	Retained	Accumulated other	
	Shares	Amount	paid-in	earnings	comprehensive income	Total
			capital		(loss)	
Balance at December 31, 2022	217,875,890	\$ —	\$ 393	\$ 122	\$ (6)	\$ 509
Net income (loss)	—	—	—	(13)	—	(13)
Shares issued in connection with vesting of restricted stock units	976,916	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(402,814)	—	(5)	—	—	(5)
Unrealized loss from cash flows hedges, net of tax	—	—	—	—	(7)	(7)
Stock option exercises	53,862	—	—	—	—	—
Stock-based compensation	—	—	4	—	—	4
Balance at March 31, 2023	218,503,854	\$ —	\$ 392	\$ 109	\$ (13)	\$ 488
Net income (loss)	—	—	—	71	—	71
Shares issued in connection with vesting of restricted stock units	185,358	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(15,080)	—	—	—	—	—
Amortization of cash flow hedges, net of tax	—	—	—	—	1	1
Unrealized gain from cash flows hedges, net of tax	—	—	—	—	2	2
Stock option exercises	2,003,261	—	1	—	—	1
Stock-based compensation	—	—	3	—	—	3
Balance at June 30, 2023	220,677,393	\$ —	\$ 396	\$ 180	\$ (10)	\$ 566
Net income (loss)	—	—	—	(32)	—	(32)
Shares issued in connection with vesting of restricted stock units	28,204	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(9,724)	—	—	—	—	—
Unrealized gain from cash flows hedges, net of tax	—	—	—	—	4	4
Stock option exercises	358,414	—	—	—	—	—
Stock-based compensation	—	—	3	—	—	3
Balance at September 30, 2023	221,054,287	\$ —	\$ 399	\$ 148	\$ (6)	\$ 541

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Condensed Consolidated Statements of Stockholders' Equity (Continued)
(unaudited, in millions, except share data)

	Common Stock		Additional paid-in capital	Retained earnings	Accumulated other comprehensive income (loss)	Total
	Shares	Amount				
Balance at December 31, 2023	222,998,790	\$ —	\$ 403	\$ 111	\$ (7)	\$ 50
Net income (loss)	—	—	—	(26)	—	(26)
Shares issued in connection with vesting of restricted stock units	741,546	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(252,094)	—	(2)	—	—	(2)
Stock option exercises	398,062	—	1	—	—	—
Stock-based compensation	—	—	4	—	—	—
Balance at March 31, 2024	223,886,304	\$ —	\$ 406	\$ 85	\$ (7)	\$ 48
Net income (loss)	—	—	—	31	—	31
Shares issued in connection with vesting of restricted stock units	248,979	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(23,772)	—	—	—	—	—
Stock option exercises	360,155	—	—	—	—	—
Stock-based compensation	—	—	5	—	—	—
Balance at June 30, 2024	224,471,666	\$ —	\$ 411	\$ 116	\$ (7)	\$ 52
Net income (loss)	—	—	—	26	—	26
Shares issued in connection with vesting of restricted stock units	67,373	—	—	—	—	—
Shares withheld to cover employee taxes on vested restricted stock units	(20,894)	—	—	—	—	—
Stock-based compensation	—	—	3	—	—	—
Balance at September 30, 2024	224,518,145	\$ —	\$ 414	\$ 142	\$ (7)	\$ 54

See Notes to Condensed Consolidated Financial Statements

FRONTIER GROUP HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. Summary of Significant Accounting Policies

Basis of Presentation

The condensed consolidated financial statements have been prepared in accordance with the generally accepted accounting principles in the United States ("GAAP") and include the accounts of Frontier Group Holdings, Inc. ("FGHI" or the "Company") and its wholly-owned direct and indirect subsidiaries, including Frontier Airlines Holdings, Inc. ("FAH") and Frontier Airlines, Inc. ("Frontier"). All wholly-owned subsidiaries are consolidated, with all intercompany transactions and balances being eliminated.

The Company is an ultra low-cost, low-fare airline headquartered in Denver, Colorado that offers flights throughout the United States and to select international destinations in the Americas, serving approximately 100 airports.

The Company is managed as a single business unit that provides air transportation for passengers. Management has concluded there is only one reportable segment.

The accompanying condensed consolidated financial statements include the accounts of the Company and reflect all normal recurring adjustments which management believes are necessary to fairly present the financial position, results of operations and cash flows of the Company for the respective periods presented. Certain information and footnote disclosures normally included in the annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for Form 10-Q. These unaudited interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, which was filed with the SEC on February 20, 2024 (the "2023 Annual Report").

The interim results reflected in the unaudited condensed consolidated financial statements are not necessarily indicative of the results that may be expected for other interim periods or for the full year. The air transportation business is subject to significant seasonal fluctuations and is volatile and highly affected by economic cycles and trends.

Reclassifications

A reclassification of previously reported amounts has been made to conform to the current year's presentation in the Company's condensed consolidated statements of operations. The reclassification relates to the removal of transaction and merger-related costs and the reclassification of these costs into other operating expenses. This reclassification did not impact previously reported amounts on the Company's condensed consolidated balance sheets, condensed consolidated statements of comprehensive income (loss), condensed consolidated statements of cash flows or condensed consolidated statements of stockholders' equity.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could differ from those estimates.

FRONTIER GROUP HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements (Continued)
(unaudited)

2. Revenue Recognition

As of September 30, 2024 and December 31, 2023, the Company's air traffic liability balance was \$ 294 million and \$ 259 million, respectively, which includes amounts classified within other long-term liabilities on the Company's condensed consolidated balance sheets. During the nine months ended September 30, 2024, 92 % of the air traffic liability as of December 31, 2023 was recognized as passenger revenue within the Company's condensed consolidated statements of operations. Of the air traffic liability balances as of September 30, 2024 and December 31, 2023, \$ 40 million and \$ 60 million, respectively, was related to unearned membership fees.

During the three and nine months ended September 30, 2024 and 2023, the Company recognized \$ 7 million, \$ 25 million, \$ 16 million and \$ 36 million, respectively, of revenue related to expected and actual expiration of customer rights to book future travel in passenger revenues within the Company's condensed consolidated statements of operations.

Operating revenues are comprised of passenger revenues, which includes fare and non-fare passenger revenues, and other revenues. Disaggregated operating revenues are as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Passenger revenues:				
Fare	\$ 342	\$ 302	\$ 1,021	\$ 966
Non-fare passenger revenues:				
Service fees	266	244	748	706
Baggage	213	211	650	664
Seat selection	64	65	195	211
Other	25	40	91	90
Total non-fare passenger revenue	568	560	1,684	1,671
Total passenger revenues	910	862	2,705	2,637
Other revenues	25	21	68	61
Total operating revenues	\$ 935	\$ 883	\$ 2,773	\$ 2,698

The Company is managed as a single business unit that provides air transportation for passengers. Operating revenues by principal geographic region, as defined by the U.S. Department of Transportation (the "DOT"), are as follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Domestic	\$ 890	\$ 818	\$ 2,596	\$ 2,476
Latin America	45	65	177	222
Total operating revenues	\$ 935	\$ 883	\$ 2,773	\$ 2,698

The Company attributes operating revenues by geographic region based upon the origin and destination of each passenger flight segment. The Company's tangible assets consist primarily of flight equipment, which are mobile across geographic markets. Accordingly, assets are not allocated to specific geographic regions.

Frequent Flyer Program

The Company's *FRONTIER Miles* program provides frequent flyer travel awards to program members based on accumulated miles. Miles are generally accumulated as a result of travel, purchases using the co-branded credit card and purchases from other participating partners. The Company defers revenue for miles earned by passengers under

FRONTIER GROUP HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements (Continued)
(unaudited)

its *FRONTIER Miles* program based on the equivalent ticket value a passenger receives by redeeming miles for a ticket rather than paying cash.

The Company has a credit card affinity agreement, as amended from time to time, with its credit card partner, Barclays Bank Delaware ("Barclays"), through 2029, which provides for joint marketing, grants certain benefits to co-branded credit cardholders ("Cardholders") and allows Barclays to market using the Company's customer database. Cardholders earn miles under the *FRONTIER Miles* program and the Company sells miles at agreed-upon rates to Barclays and earns fees from Barclays for the acquisition, retention and use of the co-branded credit card by consumers.

3. Other Current Assets

Other current assets consist of the following (in millions):

	September 30, 2024	December 31, 2023
Supplier incentives	\$ 67	\$ 50
Prepaid expenses	19	21
Forgivable loans	17	13
Income tax and other taxes receivable	3	3
Other	5	3
Total other current assets	\$ 111	\$ 90

4. Financial Derivative Instruments and Risk Management

The Company may be exposed to interest rate risk through aircraft and spare engine lease contracts for the time period between agreement of terms and commencement of the lease, when portions of rental payments can be adjusted and become fixed based on the swap rate. As part of its risk management program, from time to time the Company enters into contracts in order to limit the exposure to fluctuations in interest rates. During each of the three and nine months ended September 30, 2024 and 2023, the Company did not enter into any swaps and, therefore, paid no upfront premiums for options. As of September 30, 2024, the Company had no interest rate hedges outstanding.

Assets associated with the Company's derivative instruments are presented on a gross basis and include upfront premiums paid. These assets are recorded as a component of other current assets on the Company's condensed consolidated balance sheets. There were no assets outstanding as of September 30, 2024 and December 31, 2023, respectively.

The following table summarizes the effect of interest rate derivative instruments reflected in rent expense within the Company's condensed consolidated statements of operations (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Derivatives designated as cash flow hedges				
Amortization of cash flow hedge gains (losses), net of tax	\$ —	\$ —	\$ —	\$ (1)

FRONTIER GROUP HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements (Continued)
(unaudited)

The following table presents the net of tax impact of the overall effectiveness of derivative instruments designated as cash flow hedging instruments within the Company's condensed consolidated statements of comprehensive income (loss) (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Derivatives designated as cash flow hedges				
Amortization of cash flow hedges, net of tax	\$ —	\$ —	\$ —	\$ 1
Interest rate derivative contract gains (losses), net of tax	—	4	—	(1)
Total	\$ —	\$ 4	\$ —	\$ —

As of September 30, 2024, \$ 7 million was included in accumulated other comprehensive income (loss) related to interest rate hedging instruments that is expected to be reclassified into aircraft rent within the Company's condensed consolidated statements of operations over the aircraft or engine lease term.

5. Other Current Liabilities

Other current liabilities consist of the following (in millions):

	September 30, 2024	December 31, 2023
Passenger and other taxes and fees payable	\$ 143	\$ 125
Salaries, wages and benefits	107	107
Station obligations	71	69
Aircraft maintenance	63	76
Leased aircraft return costs	24	1
Fuel liabilities	19	35
Other current liabilities	43	48
Total other current liabilities	\$ 470	\$ 461

6. Debt

The Company's debt obligations are as follows (in millions):

	September 30, 2024	December 31, 2023
Secured debt:		
Pre-delivery credit facilities ^(a)	\$ 296	\$ 312
Building notes ^(b)	12	16
Revolving loan facility ^(c)	—	—
Unsecured debt:		
Affinity card advance purchase of miles ^(d)	100	80
PSP promissory notes ^(e)	66	66
Total debt	474	474
Less: current maturities of long-term debt, net	(190)	(251)
Less: total debt acquisition costs and other discounts, net	(5)	(4)
Long-term debt, net	\$ 279	\$ 219

(a) The Company has multiple pre-delivery credit facilities which consists of the PDP Financing Facility, the Second PDP Financing Facility and the Third PDP Financing Facility (all as defined below) for the financing of pre-delivery deposit payments ("PDPs") for its A320neo

FRONTIER GROUP HOLDINGS, INC.
Notes to Condensed Consolidated Financial Statements (Continued)
(unaudited)

family aircraft purchase agreement (together, the "Pre-delivery Credit Facilities"). Each of the Pre-delivery Credit Facilities is collateralized by the Company's purchase agreement for the associated A320neo family aircraft deliveries through the term of the respective facilities. Total commitments (drawn or undrawn) under the Pre-delivery Credit Facilities are \$ 478 million. See Note 9 for the Company's commitment schedule regarding its A320neo family orderbook.

The Company, through an affiliate, entered into a PDP facility in December 2014 (as amended from time to time, the "PDP Financing Facility") for the financing of certain aircraft PDPs. In September 2024, the PDP Financing Facility was amended and the total available capacity of the PDP Financing Facility was reduced from \$ 365 million to \$ 135 million. The facility consists of separate loans for each PDP aircraft. Interest is paid every 90 days based on the Secured Overnight Financing Rate ("SOFR") plus a margin for each separate loan. Each separate loan matures upon the earlier of (i) delivery of that aircraft to the Company by Airbus, (ii) the date one month following the last day of the scheduled delivery month of such aircraft and (iii) if there is a delay in delivery of aircraft, depending on the cause of the delivery delay, up to six months following the last day of the scheduled delivery month of such aircraft. The PDP Financing Facility will be repaid periodically according to the preceding sentence, with the facility maturing in December 2026.

In September 2024, the Company, through an affiliate, entered into a PDP facility (the "Second PDP Financing Facility") with a lender not otherwise party to the PDP Financing Facility or Third PDP Financing Facility in connection with the financing of PDPs for certain aircraft deliveries not associated with either the PDP Financing Facility or the Third PDP Financing Facility. Interest is paid quarterly based on SOFR plus an applicable margin. Additionally, the Second PDP Financing Facility requires a commitment fee based on the level of the outstanding loan amounts compared to the committed amount. The Second PDP Financing Facility will be repaid when the facility matures in September 2027.

In September 2024, the Company entered into a PDP facility (the "Third PDP Financing Facility") with a lender not otherwise party to the PDP Financing Facility or Second PDP Financing Facility in connection with the financing of PDPs for certain aircraft deliveries not associated with either the PDP Financing Facility or the Second PDP Financing Facility. The Third PDP Financing Facility requires commitment fees to be paid, on a quarterly basis, on each individual aircraft delivery once PDP funding begins, based on the reference amount for that aircraft at a fixed annual rate of the two-year U.S. Treasury Rate plus an applicable margin. The facility consists of separate loans for each PDP aircraft. Each separate loan matures upon the delivery of that aircraft to the Company. The Third PDP Financing Facility will be repaid periodically as covered aircraft are delivered, with the facility maturing in August 2026.

- (b) Represents notes with a commercial bank related to the Company's headquarters. In June 2024, the Company's previous note related to its headquarters reached maturity and a final payment of \$ 16 million was made to cover all unpaid principal, accrued unpaid interest and other amounts due. Subsequent to this final payment, the Company entered into a \$ 6 million note with a different commercial bank maturing in June 2031 and then entered into a second agreement in September 2024 with the same lender to fund an additional \$ 6 million bringing the total indebtedness to \$ 12 million, with the second \$ 6 million note maturing in September 2031. The Company is required to make regular monthly payments on principal and unpaid interest. Interest on the new notes will accrue on the unpaid principal balance at a fixed annual rate of the seven-year U.S. Treasury Rate plus an applicable margin. On the maturity date, one final balloon payment will be made to cover all unpaid principal, accrued unpaid interest and any other amounts due.
- (c) In September 2024, the Company entered into a revolving line of credit available for general corporate purposes (the "Revolving Loan Facility"). The Revolving Loan Facility was undrawn at closing and provided \$ 205 million of commitments secured by the Company's loyalty programs and brand-related assets. The Revolving Loan Facility will bear interest at a rate of SOFR plus an applicable margin, payable in quarterly installments, on any outstanding balance as well as a quarterly commitment fee at an applicable margin on the undrawn amounts. The Revolving Loan Facility matures in September 2027.
- (d) The Company entered into an agreement with Barclays in 2003 which, as amended, provides for joint marketing, grants certain benefits to Cardholders and allows Barclays to market using the Company's customer database, through 2029. Cardholders earn miles under the *FRONTIER Miles* program and the Company sells miles at agreed-upon rates to Barclays and earns fees from Barclays for the acquisition, retention and use of the co-branded credit card by Cardholders. In addition, Barclays will pre-purchase miles if the Company so requests and meets certain conditions precedent. The pre-purchased miles facility amount available to the Company is to be reset on January 15 of each calendar year through, and including, January 15, 2028, based on the aggregate amount of fees payable by Barclays to the Company on a calendar year basis and subject to certain other conditions, up to an aggregate maximum facility amount of \$ 200 million. The Company pays interest on a monthly basis, which is based on a one-month Effective Federal Funds Rate ("EFFR") plus a margin. Beginning December 2028, the facility is scheduled to be repaid in 12 equal monthly installments.
- (e) As a result of the Company's participation in the payroll support programs offered by the U.S. Department of the Treasury (the "Treasury"), the Company obtained a series of 10-year, low-interest loans from the Treasury (collectively, the "PSP Promissory Notes") that are due between 2030 and 2031. The PSP Promissory Notes include an annual interest rate of 1.00 % for the first five years and the SOFR plus 2.00 % in the final five years, with bi-annual interest payments. The loans can be prepaid at par at any time without incurring a penalty.

In connection with the term loan facility entered into with the Treasury on September 28, 2020, which was repaid in full on February 2, 2022, and the PSP Promissory Notes, the Company issued warrants to purchase 3,117,940 shares of FGHI common stock at a weighted-average price of \$ 6.95 per share. These warrants will expire between May 2025 and June 2026. No warrants have been exercised as of September 30, 2024.

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As of September 30, 2024, the Company had no outstanding borrowing under the Revolving Loan Facility as the entirety of the \$ 205 million was undrawn.

Cash payments for interest related to debt were \$ 25 million and \$ 20 million for the nine months ended September 30, 2024 and 2023, respectively.

The Company has caused standby letters of credit and surety bonds to be issued to various airport authorities and vendors that are collateralized by a portion of the Company's property and equipment and, as of September 30, 2024 and December 31, 2023, the Company did not have any outstanding letters of credit that were drawn upon.

As of September 30, 2024, future maturities of debt are payable as follows (in millions):

	Total
Remainder of 2024	\$ 64
2025	208
2026	24
2027	—
2028	9
Thereafter	169
Total debt principal payments	\$ 474

The Company continues to monitor covenant compliance with various parties, including, but not limited to, its lenders and credit card processors, and as of September 30, 2024, the Company was in compliance with all of its covenants.

7. Operating Leases

Aircraft

As of September 30, 2024, the Company leased 153 aircraft with remaining terms ranging from 5 months to 12 years, all of which are under operating leases and are included within operating lease right-of-use assets and operating lease liabilities on the Company's condensed consolidated balance sheets. In addition, as of September 30, 2024, the Company leased 30 spare engines which are all under operating leases, with the remaining term ranging from one month to 12 years. As of September 30, 2024, the lease rates for six of the engines depended on variable usage-based metrics and, as such, these leases were not recorded on the Company's condensed consolidated balance sheets as operating lease right-of-use assets or as operating lease liabilities.

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During the three and nine months ended September 30, 2024 and 2023, the Company completed sale-leaseback transactions with third-party lessors for 5, 17, 3 and 7 new Airbus A320neo family aircraft, respectively. The Company did not enter into any direct leases during the three and nine months ended September 30, 2024 and entered into five and ten direct leases for new Airbus A320neo family aircraft during the three and nine months ended September 30, 2023, respectively. Additionally, the Company completed sale-leaseback transactions for one and three engines during both the three and nine months ended September 30, 2024 and 2023, respectively. All of the leases from the sale-leaseback transactions are accounted for as operating leases. The Company recognized sale-leaseback gain transactions of \$ 70 million, \$ 218 million, \$ 40 million and \$ 97 million during the three and nine months ended September 30, 2024 and 2023, respectively, which are included as a component of other operating expenses within the Company's condensed consolidated statements of operations.

Aircraft Rent Expense and Maintenance Obligations

During the three and nine months ended September 30, 2024 and 2023, aircraft rent expense was \$ 177 million, \$ 483 million, \$ 150 million and \$ 429 million, respectively. Aircraft rent expense includes supplemental rent, which is made up of maintenance-related reserves and probable lease return condition obligations. Supplemental rent expense (benefit) for maintenance-related reserves was less than \$ 1 million, \$(7) million, less than \$ 1 million and \$(2) million for the three and nine months ended September 30, 2024 and 2023. The portion of supplemental rent expense related to probable lease return condition obligations was \$ 14 million, \$ 28 million, \$ 13 million and \$ 37 million for the three and nine months ended September 30, 2024 and 2023, respectively. As of September 30, 2024 and December 31, 2023, the Company's total leased aircraft return cost liability was \$ 39 million and \$ 26 million, respectively, which are reflected in other current liabilities and other long-term liabilities on the Company's condensed consolidated balance sheets.

During the nine months ended September 30, 2024, the Company reached an agreement with one of its aircraft lessors which eliminated requirements to pay maintenance reserves held as collateral in advance of the Company's required performance of major maintenance activities on its aircraft leases. As a result of the agreement, the lessor disbursed back to the Company previously paid aircraft maintenance deposits of approximately \$ 104 million, resulting in the Company no longer having any aircraft maintenance deposits with any of its lessors as of September 30, 2024.

During the nine months ended September 30, 2024, the Company extended the term for certain aircraft operating leases that were slated to expire between 2025 and 2027. For the nine months ended September 30, 2024, the Company recorded a benefit of \$ 14 million to aircraft rent in the Company's condensed consolidated statements of operations related to previously accrued lease return costs that were variable in nature and associated with the anticipated utilization and condition of the airframes and engines at the original return date. Given the extension of these aircraft operating leases, such variable return costs are no longer probable of occurring.

During the nine months ended September 30, 2023, the Company extended the term for certain aircraft operating leases that were slated to expire in the fourth quarter of 2023. For the nine months ended September 30, 2023, the Company recorded an \$ 18 million benefit to aircraft rent in the Company's condensed consolidated statement of operations related to previously accrued lease return costs that were variable in nature and associated with the anticipated utilization and condition of the airframes and engines at the original return date. Given the extension of these aircraft operating leases, such variable return costs are no longer probable of occurring.

Airport Facilities

The Company's facility leases are primarily for space at approximately 100 airports, primarily in the United States. These leases are classified as operating leases and reflect the use of airport terminals, ticket counters, office space and maintenance facilities. Generally, this space is leased from government agencies that control the use of the airport. The majority of these leases are short-term in nature and renew on an evergreen basis. For these leases, the contractual term is used as the lease term. As of September 30, 2024, the remaining lease terms vary from one

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month to 10 years. At the majority of the U.S. airports, the lease rates depend on airport operating costs or use of the facilities and are reset at least annually, and because of the variable nature of the rates, these leases are not recorded on the Company's condensed consolidated balance sheets as right-of-use assets and lease liabilities.

Other Ground Property and Equipment

The Company leases certain other assets such as flight training equipment, building space, and various other equipment. Certain of the Company's leases for other assets are deemed to contain fixed rental payments and, as such, are classified as operating leases and are recorded on the Company's condensed consolidated balance sheets as a right-of-use asset and liability. The remaining lease terms ranged from one month to seven years as of September 30, 2024.

Lease Costs

The table below presents certain information related to lease costs for operating leases during the three and nine months ended September 30, 2024 and 2023 (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Operating lease cost ^(a)	\$ 167	\$ 138	\$ 469	\$ 396
Variable lease cost ^(a)	100	85	273	229
Total lease costs	\$ 267	\$ 223	\$ 742	\$ 625

(a) Expenses are included within aircraft rent, station operations, maintenance, materials and repairs and other operating within the Company's condensed consolidated statements of operations.

During the three and nine months ended September 30, 2024 and 2023, the Company acquired, through new or modified operating leases, operating lease assets totaling \$ 232 million, \$ 1,058 million, \$ 283 million and \$ 621 million, respectively, which are included in operating lease right-of-use assets on the Company's condensed consolidated balance sheets. During the three and nine months ended September 30, 2024 and 2023, the Company paid cash of \$ 156 million, \$ 458 million, \$ 137 million and \$ 394 million, respectively, for amounts included in the measurement of lease liabilities.

8. Stock-Based Compensation

During the three and nine months ended September 30, 2024 and 2023, the Company recognized \$ 3 million, \$ 12 million, \$ 3 million and \$ 10 million, respectively, in stock-based compensation expense, which is included as a component of salaries, wages and benefits within the Company's condensed consolidated statements of operations.

Stock Options and Restricted Stock Units

There were no stock options granted during the nine months ended September 30, 2024. During the nine months ended September 30, 2024, 758,217 vested stock options were exercised with a weighted-average exercise price of \$ 1.25 per share. As of September 30, 2024, the weighted-average exercise price of outstanding stock options was \$ 5.26 per share.

During the nine months ended September 30, 2024, 1,700,690 restricted stock units were issued with a weighted-average grant date fair value of \$ 5.23 per share. During the nine months ended September 30, 2024, 1,057,898 restricted stock units vested, of which 296,760 restricted stock units were withheld to cover employees' tax withholding obligations, with a weighted-average grant date fair value of \$ 11.42 and \$ 12.21 per share, respectively.

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Stockholders' Equity

As of September 30, 2024 and December 31, 2023, the Company had authorized common stock (voting), common stock (non-voting) and preferred stock of 750,000,000 , 150,000,000 and 10,000,000 shares, respectively, of which only common stock (voting) were issued and outstanding. All classes of equity have a par value of \$ 0.001 per share.

9. Commitments and Contingencies

Flight Equipment Commitments

As of September 30, 2024, the Company's firm aircraft and engine purchase orders consisted of the following:

	A320neo	A321neo	Total Aircraft ^(a)	Engines
Year Ending				
Remainder of 2024	—	6	6	—
2025	8	13	21	4
2026	7	15	22	4
2027	8	26	34	3
2028	4	30	34	2
Thereafter	—	76	76	—
Total	27	166	193	13

(a) While the schedule presented reflects the contractual delivery dates as of September 30, 2024, the Company has recently experienced delays in the deliveries of Airbus aircraft which may persist in future periods.

The Company is party to certain aircraft purchase agreements with Airbus (as amended from time to time, the "Airbus Purchase Agreements") pursuant to which, as of September 30, 2024, the Company had commitments to purchase an aggregate of 27 A320neo and 166 A321neo aircraft, with deliveries expected through 2031 per the latest delivery schedule.

The Airbus Purchase Agreements also provide for, among other things, varying purchase incentives for each aircraft type (e.g., A320neo versus A321neo), which are allocated proportionally by aircraft type over the remaining aircraft to be delivered so that each aircraft's capitalized cost upon induction would be equal. Therefore, as cash paid for deliveries is greater than the capitalized cost due to the allocation of these purchase incentives, a deferred purchase incentive is recognized, which will ultimately be offset by future deliveries of aircraft with lower cash payments than their associated capitalized cost. As of September 30, 2024 and December 31, 2023, the Company had \$ 91 million and \$ 78 million, respectively, of deferred purchase incentives recognized within other assets on the Company's condensed consolidated balance sheets.

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As of September 30, 2024, purchase commitments for these aircraft and engines, including estimated amounts for contractual price escalations and PDPs, consisted of the following (in millions):

	Total
Year Ending	
Remainder of 2024	\$ 360
2025	1,280
2026	1,329
2027	2,055
2028	2,111
Thereafter	4,808
Total	\$ 11,943

Litigation and Other Contingencies

The Company is subject to commercial litigation claims and to administrative and regulatory proceedings and reviews that may be asserted or maintained from time to time. During 2023, the DOT sent the Company a request for information to assist in its investigation into whether the Company cared for its customers as required by law during Winter Storm Elliott, which caused significant operational disruptions and spanned from December 21, 2022 to January 2, 2023, including providing adequate customer service assistance, prompt flight status notifications, and proper and timely refunds. The Company is fully cooperating with the DOT request.

The Company regularly evaluates the status of such matters to assess whether a loss is probable and reasonably estimable in determining whether an accrual is appropriate. Furthermore, in determining whether disclosure is appropriate, the Company evaluates each matter to assess if there is at least a reasonable possibility that a loss or additional losses may have been incurred and whether an estimate of possible loss or range of loss can be made.

The ultimate outcome of legal actions is unpredictable and can be subject to significant uncertainties, and it is difficult to determine whether any loss is probable or even possible. Additionally, it is also difficult to estimate the amount of loss and there may be matters for which a loss is probable or reasonably possible but not currently estimable. Thus, actual losses may be in excess of any recorded liability or the range of reasonably possible loss. The Company believes the ultimate outcome of any potential lawsuits, proceedings and reviews will likely not, individually or in the aggregate, have a material adverse effect on its condensed consolidated financial position, liquidity or results of operations and that the Company's current accruals cover matters where loss is deemed probable and can be reasonably estimated.

In situations where the Company may be a plaintiff and receives, or expects to receive, a favorable ruling related to litigation, the Company follows the accounting standards codification guidance for gain contingencies. The Company does not recognize a gain contingency within its condensed consolidated financial statements prior to the settlement of the underlying events or contingencies associated with the gain contingency. As a result, the consideration related to a gain contingency is recorded in the Company's condensed consolidated financial statements during the period in which all underlying events or contingencies are resolved and the gain is realized. During the three months ended September 30, 2024, the Company agreed to settlement with a former aircraft lessor regarding a breach of contract for \$ 40 million in damages. The settlement amount is final and may not be appealed further by either party. For the three months ended September 30, 2024, the \$ 40 million was recognized within other operating expenses on the Company's condensed consolidated statements of operations. As of September 30, 2024, \$ 40 million was included as a component of accounts receivable on the Company's condensed consolidated balance sheets and final cash proceeds were received in October 2024.

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Employees

The Company has seven union-represented employee groups that together represented approximately 87 % of all employees as of September 30, 2024. The table below sets forth the Company's employee groups and status of the collective bargaining agreements as of September 30, 2024:

Employee Group	Representative	Amendable Date ^(a)	Percentage of Workforce
			September 30, 2024
Pilots	Air Line Pilots Association (ALPA)	January 2024 ^(b)	26 %
Flight Attendants	Association of Flight Attendants (AFA-CWA)	May 2024 ^(c)	52 %
Aircraft Technicians	International Brotherhood of Teamsters (IBT)	May 2025	6 %
Aircraft Appearance Agents	IBT	October 2023 ^(d)	1 %
Dispatchers	Transport Workers Union (TWU)	August 2028	1 %
Material Specialists	IBT	March 2022 ^(d)	1 %
Maintenance Controllers	IBT	October 2023 ^(d)	< 1 %

(a) Subject to standard early opener provisions.

(b) ALPA filed for mediation through the National Mediation Board in January 2024, and the parties are meeting regularly as part of the mediation process.

(c) In November 2023, AFA-CWA exercised their contractual right to open negotiations early. Negotiations are currently ongoing.

(d) The Company's collective bargaining agreements with its aircraft appearance agents, material specialists, and maintenance controllers, each represented by IBT, were still amendable as of September 30, 2024, and pursuant to the Railway Labor Act the parties continue to be bound by the existing agreements as negotiations continue.

The Company is self-insured for health care claims, subject to a stop-loss policy, for eligible participating employees and qualified dependent medical and dental claims, subject to deductibles and limitations. The Company's liabilities for claims incurred but not reported are determined based on an estimate of the ultimate aggregate liability for claims incurred. The estimate is calculated from actual claim rates and adjusted periodically as necessary. The Company had accrued \$ 6 million and \$ 5 million for health care claims estimated to be incurred but not yet paid, as of September 30, 2024 and December 31, 2023, respectively, which are included as a component of other current liabilities on the Company's condensed consolidated balance sheets.

General Indemnifications

The Company has various leases with respect to real property as well as various agreements among airlines relating to fuel consortia or fuel farms at airports. Under some of these contracts, the Company is party to joint and several liability regarding environmental damages. Under others, where the Company is a member of an LLC or other entity that contracts directly with the airport operator, liabilities are borne through the fuel consortia structure.

The Company's aircraft, services, equipment lease and sale and financing agreements typically contain provisions requiring the Company, as the lessee, obligor or recipient of services, to indemnify the other parties to those agreements, including certain of those parties' related persons, against virtually any liabilities that might arise from the use or operation of the aircraft or such other equipment. The Company believes that its insurance would cover most of its exposure to liabilities and related indemnities associated with the commercial real estate leases and aircraft, services, equipment lease and sale and financing agreements described above.

Certain of the Company's aircraft and other financing transactions include provisions that require payments to preserve an expected economic return to the lenders if that economic return is diminished due to certain changes in law or regulations. In certain of these financing transactions and other agreements, the Company also bears the risk of certain changes in tax laws that would subject payments to non-U.S. entities to withholding taxes.

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Certain of these indemnities survive the length of the related financing or lease. The Company cannot reasonably estimate the potential future payments under the indemnities and related provisions described above because it cannot predict (i) when and under what circumstances these provisions may be triggered, and (ii) the amount that would be payable if the provisions were triggered because the amounts would be based on facts and circumstances existing at such time.

10. Earnings (Loss) per Share

Basic and diluted earnings (loss) per share are computed pursuant to the two-class method. Under the two-class method, the Company attributes net income to common stock and other participating rights (including those with vested share-based awards). Basic earnings per share is calculated by taking net income, less earnings allocated to participating rights, divided by the basic weighted-average common stock outstanding. Loss per share is calculated by taking net loss divided by basic weighted-average common stock outstanding as participating rights do not share in losses. In accordance with the two-class method, diluted earnings per share is calculated using the more dilutive impact of the treasury-stock method or from reducing net income for the earnings allocated to participating rights.

The following table sets forth the computation of earnings (loss) per share on a basic and diluted basis pursuant to the two-class method for the periods indicated (in millions, except for share and per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Basic:				
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Less: net income attributable to participating rights	—	—	—	—
Net income (loss) attributable to common stockholders	\$ 26	\$ (32)	\$ 31	\$ 26
Weighted-average common shares outstanding, basic	224,484,159	220,837,983	224,044,697	219,483,736
Earnings (loss) per share, basic	\$ 0.11	\$ (0.14)	\$ 0.14	\$ 0.12
Diluted:				
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Less: net income attributable to participating rights	—	—	—	—
Net income (loss) attributable to common stockholders	\$ 26	\$ (32)	\$ 31	\$ 26
Weighted-average common shares outstanding, basic	224,484,159	220,837,983	224,044,697	219,483,736
Effect of dilutive potential common shares	1,232,093	—	2,071,009	1,155,147
Weighted-average common shares outstanding, diluted	225,716,252	220,837,983	226,115,706	220,638,883
Earnings (loss) per share, diluted	\$ 0.11	\$ (0.14)	\$ 0.14	\$ 0.12

Approximately 7,729,362 and 5,229,528 shares were excluded from the computation of diluted weighted-average shares for the three and nine months ended September 30, 2024, respectively, due to anti-dilutive effects. Approximately 2,128,892 shares were excluded from the computation of diluted weighted-average shares for the nine months ended September 30, 2023. Due to the net loss incurred during the three months ended September 30, 2023, diluted weighted-average shares outstanding are equal to basic weighted-average shares outstanding because the effect of all equity awards is anti-dilutive.

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11. Income Taxes

The Company's provision for income taxes during interim reporting periods has historically been calculated by applying an estimate of the annual effective tax rate for the full fiscal year to pretax income (loss) excluding unusual or infrequently occurring discrete items for the reporting period. When a reliable estimate cannot be made, the Company computes the interim provision based on the actual effective tax rate for the year-to-date period by applying the discrete method. The Company determined that given small changes in estimated ordinary income would result in significant variation in the estimated annual effective tax rate for the current year and the resulting uncertainty of the impact on the valuation allowance, the discrete method represents the best estimate of the actual effective tax rate and the Company has calculated its effective tax using the discrete method for the three and nine months ended September 30, 2024. The Company's effective tax rate for the three and nine months ended September 30, 2024 was an expense of 3.7 % and 11.4 %, respectively, on pre-tax income. The Company's effective tax rate for the three and nine months ended September 30, 2023 was a benefit of 28.9 % and a rate of 0 % on pre-tax loss and income, respectively. The effective tax rate for the three and nine months ended September 30, 2024 was lower than the statutory rate primarily due to a decrease in the Company's valuation allowance relating to U.S. federal and state net operating losses, partially offset by the non-deductibility of certain executive compensation and other employee benefits. The Company's effective tax rate for the three months ended September 30, 2023 was higher than the statutory rate primarily due to the loss before taxes for the quarter coupled with the tax benefits associated with the Company's stock-based compensation arrangements. The effective tax rate for the nine months ended September 30, 2023 was lower than the statutory rate primarily due to tax benefits associated with the Company's stock-based compensation arrangements.

The Company accounts for income taxes using the asset and liability method. Deferred income taxes are recognized for the tax consequences of temporary differences between the tax and financial statement reporting bases of assets and liabilities. Quarterly, the Company assesses whether it is more likely than not that sufficient taxable income will be generated to realize deferred income tax assets, and a valuation allowance is recorded when it is more likely than not that some portion, or all, of the Company's deferred tax assets, will not be realized. The Company considers sources of taxable income from prior period carryback periods, future reversals of existing taxable temporary differences, tax planning strategies and future projected taxable income when assessing the future realization of deferred tax assets.

In assessing the sources of taxable income and the need for a valuation allowance, the Company considers all available positive and negative evidence, which includes a recent history of cumulative losses. As of September 30, 2024, the Company remains in a historical three-year cumulative loss position, which is significant objective negative evidence in considering whether deferred tax assets are realizable. Such objective negative evidence outweighs other subjective positive evidence, such as the projection of future taxable income. As a result, as of September 30, 2024, the Company has a valuation allowance of \$ 29 million against its deferred tax assets for U.S. federal and state net operating loss carryforwards, which includes reductions in the Company's valuation allowance of \$ 6 million and \$ 8 million, respectively, recorded during the three and nine months ended September 30, 2024.

12. Fair Value Measurements

Under ASC 820, *Fair Value Measurements and Disclosures*, disclosures relating to how fair value is determined for assets and liabilities are required, and a hierarchy for which these assets and liabilities must be grouped is established, based on significant levels of inputs, as follows:

Level 1—Quoted prices in active markets for identical assets or liabilities.

Level 2—Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

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Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company utilizes several valuation techniques in order to assess the fair value of its financial assets and liabilities.

Cash, Cash Equivalents and Restricted Cash

Cash, cash equivalents and restricted cash are comprised of liquid money market funds, time deposits and cash, and are categorized as Level 1 instruments. The Company maintains cash with various high-quality financial institutions and holds restricted cash to secure medical claims paid. Cash, cash equivalents and restricted cash are carried at cost, which management believes approximates fair value. As of September 30, 2024 and December 31, 2023, the Company had less than \$ 1 million of restricted cash.

Debt

The estimated fair value of the Company's debt agreements has been determined to be Level 3 measurement, as certain inputs used to determine the fair value of these agreements are unobservable. The Company utilizes a discounted cash flow method to estimate the fair value of the Level 3 debt.

The carrying amounts and estimated fair values of the Company's debt are as follows (in millions):

	September 30, 2024		December 31, 2023	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Secured debt:				
Pre-delivery credit facilities	\$ 296	\$ 299	\$ 312	\$ 316
Building notes	12	12	16	16
Unsecured debt:				
Affinity card advance purchase of miles	100	94	80	76
PSP promissory notes	66	59	66	57
Total debt	\$ 474	\$ 464	\$ 474	\$ 465

The tables below present disclosures about the fair value of assets and liabilities measured at fair value on a recurring basis on the Company's condensed consolidated balance sheets (in millions):

		Fair Value Measurements as of September 30, 2024			
Description	Balance Sheet Classification	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	Cash and cash equivalents	\$ 576	\$ 576	\$ —	\$ —

		Fair Value Measurements as of December 31, 2023			
Description	Balance Sheet Classification	Total	Level 1	Level 2	Level 3
Cash and cash equivalents	Cash and cash equivalents	\$ 609	\$ 609	\$ —	\$ —

The Company had no transfers of assets or liabilities between fair value hierarchy levels between December 31, 2023 and September 30, 2024.

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13. Related Parties

Management Services

Indigo Partners LLC ("Indigo Partners") managed an investment fund, Indigo Frontier Holdings Company, LLC ("Indigo Frontier"), that was the controlling stockholder of the Company until April 2024, when Indigo Frontier distributed all of its shares held to its members on a pro rata basis, in-kind and without consideration. Certain affiliates of Indigo Partners continue to be substantial stockholders of the Company. Indigo Partners continues to provide management services to the Company, for which the Company is assessed a quarterly fee. The Company recorded less than \$ 1 million for each of the three months ended September 30, 2024 and 2023 and \$ 1 million for each of the nine months ended September 30, 2024 and 2023 for these fees, which are included as other operating expenses within the Company's condensed consolidated statements of operations.

Codeshare Arrangement

The Company entered into a codeshare agreement with Controladora Vuela Compañía de Aviación, S.A.B. de C.V. (an airline based in Mexico doing business as "Volaris") during 2018. Two of the Company's directors are members of the board of directors of Volaris and one is an honorary director.

In August 2018, the Company and Volaris began operating scheduled codeshare flights. Each party bears its own costs and expenses of performance under the codeshare agreement. The codeshare agreement is subject to automatic renewals and may be terminated by either party at any time upon the satisfaction of certain conditions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and the related notes included elsewhere in this Quarterly Report on Form 10-Q, as well as Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Part II, Item 8. "Financial Statements and Supplementary Data" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023, which was filed with the SEC on February 20, 2024 (the "2023 Annual Report").

Recent Developments

Financing - In September 2024, we entered into a series of transactions to provide a revolving line of credit, available for general purposes, as well as increased our overall capacity for financing facilities to fund aircraft PDPs. The Revolving Loan Facility provided \$205 million of committed funding. We also amended the PDP Financing Facility and entered into the Second PDP Financing Facility and Third PDP Financing Facility, resulting in an overall increase to our Pre-delivery Credit Facilities from \$365 million to \$478 million. Lastly, we entered into an additional loan facility related to our headquarters building to fund an additional \$6 million, bringing the financed total outstanding balance to \$12 million.

Fleet - We continue to experience delays in the deliveries of Airbus aircraft, which may persist in future periods. During the three months ended September 30, 2024, we amended our Airbus Purchase Agreements which amended our aircraft delivery schedule. This amendment deferred previously scheduled firm aircraft delivery dates from 2025 through 2028 to later years, as well as converted certain A320neo aircraft into A321neo aircraft. Please refer to "Notes to Condensed Consolidated Financial Statement — 9. Commitments and Contingencies" for the amended delivery schedule.

Pratt & Whitney - Since 2022, we have begun to introduce aircraft into our fleet that use the Pratt & Whitney PW1100 Geared Turbo Fan ("GTF") engine, and we have selected this engine for most of our planned future deliveries. During 2023, Pratt & Whitney announced the requirement, mandated by the FAA, for removal of certain engines for inspection due to a possible condition in the powdered metal used to manufacture certain engine parts. This will require accelerated inspection of the PW1100G engine, which we use for certain of our A320neo family aircraft. While this has not impacted our operations through September 30, 2024, these additional inspection and/or maintenance obligations could result in lengthy turnaround times to perform these inspections including any resulting repairs or other modifications that may be identified. This inspection program may have an adverse impact on our operations, particularly if we are required to temporarily take aircraft out of service. We continue to assess the impact on our future capacity plans and we are in communication with Pratt & Whitney regarding compensation related to this matter.

Legal - During the three months ended September 30, 2024, we agreed to settle a claim against a former aircraft lessor regarding a breach of contract, pursuant to which we received \$40 million in damages. The settlement amount is final and may not be appealed by either party. For the three months ended September 30, 2024, the \$40 million was recognized within other operating expenses on our condensed consolidated statements of operations. As of September 30, 2024, \$40 million was included as a component of accounts receivable on our condensed consolidated balance sheets, and final cash proceeds were received in October 2024.

Labor - We are currently in negotiations with the unions which represent our pilots and flight attendants regarding their next labor contract.

Product - During the year, we launched BizFare, a new, cost-effective program for companies that includes benefits like a free carry-on, priority boarding, and Premium seating, with no fees for changes, cancellations, and same day standby. We also introduced UpFront Plus, offering extra legroom and a guaranteed empty middle seat in the first two rows for enhanced comfort and space. Further, The New Frontier introduced clear, upfront pricing and

new options that include certain benefits like no change fees, bags, seat assignments, and more, along with expanded customer benefits and support.

Overview

The following table provides select financial and operational information for the three and nine months ended September 30, 2024 and 2023, respectively (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Total operating revenues	\$ 935	\$ 883	\$ 2,773	\$ 2,698
Total operating expenses	\$ 916	\$ 937	\$ 2,760	\$ 2,698
Income (loss) before income taxes	\$ 27	\$ (45)	\$ 35	\$ 26
Available seat miles ("ASMs")	10,075	9,697	30,073	27,809

Revenues

Total operating revenues for the three months ended September 30, 2024 totaled \$935 million, an increase of 6% compared to the three months ended September 30, 2023. This was primarily due to the 4% increase in capacity, as measured by ASMs, as well as a 2% increase in revenue per available seat mile ("RASM"). The increase in RASM is driven by 15% higher enplanements partially offset by 8% lower total revenue per passenger on a 14% decrease in average stage length as compared to the corresponding prior year period.

Total operating revenues for the nine months ended September 30, 2024 totaled \$2,773 million, an increase of 3% compared to the nine months ended September 30, 2023. This was primarily due to the 8% increase in capacity, as measured by ASMs, partially offset by a 5% decrease in RASM driven by an 8% decline in total revenue per passenger, as compared to the corresponding prior year period.

Operating Expenses

Total operating expenses during the three months ended September 30, 2024 decreased to \$916 million, resulting in a cost per available seat mile ("CASM") of 9.10¢, a decrease of 6% compared to the three months ended September 30, 2023. Fuel expense was 10% lower, as compared to the corresponding prior year period. The \$30 million decrease in fuel expense for the three months ended September 30, 2024, as compared to the corresponding prior year period, was primarily driven by the 13% decrease in fuel cost per gallon, partially offset by the 4% increase in fuel gallons consumed, as a result of our 4% capacity increase.

Our non-fuel expenses increased by 1% during the three months ended September 30, 2024, as compared to the corresponding prior year period, driven primarily by higher capacity and larger fleet size and the resulting increase in operations during the same period. This movement was partially offset by an increase in sale-leaseback gains and a legal settlement, as compared to the three months ended September 30, 2023. CASM (excluding fuel), a non-GAAP measure, decreased by 2% to 6.51¢ on a 4% increase in capacity for the three months ended September 30, 2024, as compared to the corresponding prior year period. This decrease was primarily due to the increase in sale-leaseback gains and a legal settlement. This movement was partially offset by increases in stations costs due to a lower stage length on higher departures and higher aircraft rent expense due to increases to the fleet size.

Adjusted (non-GAAP) CASM (excluding fuel) increased from 6.66¢ for the three months ended September 30, 2023 to 6.89¢ for the three months ended September 30, 2024. For the three months ended September 30, 2024, this excludes the impact of \$38 million relating to the legal settlement. There were no adjustments for the three months ended September 30, 2023.

Total operating expenses during the nine months ended September 30, 2024 totaled \$2,760 million, resulting in a CASM of 9.18¢, a decrease of 5% compared to the nine months ended September 30, 2023. Fuel expense was

\$15 million lower, as compared to the corresponding prior year period. This 2% decrease in fuel expense for the nine months ended September 30, 2024, as compared to the corresponding prior year period, was primarily driven by the 8% decrease in fuel cost per gallon, partially offset by the 7% increase in fuel gallons consumed, as a result of our 8% capacity increase.

Our non-fuel expenses increased by 4% during the nine months ended September 30, 2024, as compared to the corresponding prior year period, driven primarily by higher capacity and larger fleet size and the resulting increase in operations during the same period, partially offset by an increase in sale-leaseback gains and a legal settlement. CASM (excluding fuel) decreased by 4% to 6.48¢ on an 8% increase in capacity for the nine months ended September 30, 2024, as compared to 6.73¢ in the corresponding period year period. This decrease was primarily due to the increase in sale-leaseback gains and a legal settlement, partially offset by higher station and crew costs due to a lower stage length on higher departures, and aircraft rent expense due to increases to the fleet size.

Adjusted CASM (excluding fuel) decreased from \$6.72 for the nine months ended September 30, 2023 to \$6.60 for the nine months ended September 30, 2024. For the nine months ended September 30, 2024, this excludes the impact of the \$38 million relating to the legal settlement, and for the nine months ended September 30, 2023, this excludes the impact of \$1 million in net transaction and merger-related costs.

Net Income (Loss)

We generated net income of \$26 million during the three months ended September 30, 2024, compared to a net loss of \$32 million for the three months ended September 30, 2023. Considering these aforementioned non-GAAP adjustments and related tax impacts, as well as the write-off of \$1 million in unamortized deferred financing costs for the current year period, our adjusted (non-GAAP) net loss was \$11 million for the three months ended September 30, 2024, as compared to an adjusted net loss of \$32 million for the three months ended September 30, 2023.

We generated net income of \$31 million during the nine months ended September 30, 2024, compared to net income of \$26 million for the nine months ended September 30, 2023. Considering these aforementioned non-GAAP adjustments and related tax impacts, as well as the \$5 million valuation allowance and the write-off of \$1 million in unamortized deferred financing costs for the current year period, our adjusted net loss was \$1 million for the nine months ended September 30, 2024, as compared to an adjusted net income of \$27 million for nine months ended September 30, 2023.

For the reconciliation to the corresponding GAAP measures of the aforementioned non-GAAP adjusted measures, see "Results of Operations—Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest" and "Results of Operations — Reconciliation of Net Income (Loss) to Adjusted Net Income (Loss), Pre-Tax Income (Loss) to Adjusted Pre-Tax Income (Loss), and Net Income (Loss) to EBITDA, EBITDAR, Adjusted EBITDA, and Adjusted EBITDAR".

As of September 30, 2024, our total available liquidity was \$576 million, made up of cash and cash equivalents, and we have \$205 million of funds available to be drawn under our revolving loan facility.

Results of Operations

Three Months Ended September 30, 2024 Compared to Three Months Ended September 30, 2023

Operating Revenues

	Three Months Ended September 30,			
	2024	2023	Change	
Operating revenues (\$ in millions):				
Passenger	\$ 910	\$ 862	\$ 48	6 %
Other	25	21	4	19 %
Total operating revenues	\$ 935	\$ 883	\$ 52	6 %
Operating statistics:				
ASMs (millions)	10,075	9,697	378	4 %
Revenue passenger miles ("RPMs") (millions)	7,855	7,755	100	1 %
Average stage length (miles)	856	996	(140)	(14)%
Load factor	78.0 %	80.0 %	(2.0) pts	N/A
RASM (¢)	9.28	9.10	0.18	2 %
Total ancillary revenue per passenger (\$)	67.13	75.54	(8.41)	(11)%
Total revenue per passenger (\$)	105.83	114.71	(8.88)	(8)%
Passengers (thousands)	8,834	7,697	1,137	15 %

Total operating revenue increased \$52 million, or 6%, during the three months ended September 30, 2024 as compared to the three months ended September 30, 2023, primarily driven by 4% capacity growth, as measured by ASMs, and a 2% increase in RASM. The increase in RASM is driven by the 15% higher enplanements partially offset by an 8% decline in total revenue per passenger and a 2-point reduction in load factor on a 14% decrease in average stage length. The lower total revenue per passenger was the result of lower ancillary revenue per passenger. The increase in capacity was driven by the 17% increase in average aircraft in service during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, partially offset by a 10% decrease in aircraft utilization as compared to the corresponding prior year period.

Operating Expenses

	Three Months Ended September 30,				Cost per ASM		
	2024	2023	Change		2024	2023	Change
Operating expenses (\$ in millions): ^(a)							
Aircraft fuel	\$ 261	\$ 291	\$ (30)	(10)%	2.59 ¢	3.00 ¢	(14) %
Salaries, wages and benefits	236	221	15	7 %	2.34	2.28	3 %
Aircraft rent	177	150	27	18 %	1.76	1.55	14 %
Station operations	164	133	31	23 %	1.63	1.37	19 %
Maintenance, materials and repairs	53	48	5	10 %	0.53	0.49	8 %
Sales and marketing	46	41	5	12 %	0.46	0.42	10 %
Depreciation and amortization	19	13	6	46 %	0.19	0.13	46 %
Other operating	(40)	40	(80)	N/M	(0.40)	0.42	N/M
Total operating expenses	\$ 916	\$ 937	\$ (21)	(2)%	9.10 ¢	9.66 ¢	(6) %

Operating statistics:

ASMs (millions)	10,075	9,697	378	4 %
Average stage length (miles)	856	996	(140)	(14)%
Passengers (thousands)	8,834	7,697	1,137	15 %
Departures	56,725	48,627	8,098	17 %
CASM (excluding fuel) (¢) ^(b)	6.51	6.66	(0.15)	(2)%
Adjusted CASM (excluding fuel) (¢) ^(b)	6.89	6.66	0.23	3 %
Fuel cost per gallon (\$)	2.67	3.08	(0.41)	(13)%
Fuel gallons consumed (thousands)	97,767	94,459	3,308	4 %

N/M = Not meaningful

(a) Cost per ASM figures may not recalculate due to rounding.

(b) This metric is not calculated in accordance with GAAP. For the reconciliation to the corresponding GAAP measures of the aforementioned non-GAAP adjusted measures, see "Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest".

Aircraft Fuel. Aircraft fuel expense decreased by \$30 million, or 10%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023. The decrease was primarily due to the 13% decrease in fuel cost per gallon, partially offset by the 4% increase in fuel gallons consumed, driven by higher capacity.

Salaries, Wages and Benefits. Salaries, wages and benefits expense increased by \$15 million, or 7%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023. The increase was primarily due to higher crew costs, driven primarily by elevated credit hours on higher capacity and other benefit costs, as well as an increase in headcount of salaried support staff, as compared to the corresponding prior year period.

Aircraft Rent. Aircraft rent expense increased by \$27 million, or 18%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, primarily due to a 17% larger fleet.

Station Operations. Station operations expense increased by \$31 million, or 23%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, primarily due to increased airport operations as a result of the 17% increase in departures and 15% increase in passengers partially offset by increased benefits from airport revenue and cost sharing arrangements.

Maintenance, Materials and Repairs. Maintenance, materials and repair expense increased by \$5 million, or 10%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023. This increase was primarily due to the 17% increase in average aircraft in service, which resulted in higher aircraft maintenance costs, partially offset by lower contract labor costs.

Sales and Marketing. Sales and marketing expense increased by \$5 million, or 12%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, primarily due to the increase in credit card and third-party distribution channel fees as a result of a 6% increase in revenue. The following table presents our distribution channel mix:

Distribution Channel	Three Months Ended September 30,				Change	
	2024		2023			
Our website, mobile app and other direct channels	71	%	72	%	(1)	pts
Third-party channels	29	%	28	%	1	pts

Depreciation and Amortization. Depreciation and amortization expense increased by \$6 million, or 46%, during the three months ended September 30, 2024, as compared to the three months ended September 30, 2023, primarily due to an increase in capitalized maintenance depreciation due to our growing fleet.

Other Operating. Other operating resulted in a net gain of \$40 million during the three months ended September 30, 2024, compared to an expense of \$40 million during the three months ended September 30, 2023. This movement was primarily driven by a legal settlement gain of \$40 million and the increase in sale-leaseback gains, as a result of five aircraft inductions subject to sale-leaseback transactions in the current period, compared to three aircraft induction subject to sale-leaseback transactions in the corresponding prior year period.

Other Income (Expense). Other income decreased by \$1 million, or 11%, during the three months ended September 30, 2024, as compared the three months ended September 30, 2023. The decrease was primarily due to the \$1 million loss on extinguishment of debt from the write-off of unamortized deferred financing cost related to the PDP Financing Facility.

Income Taxes. Our effective tax rate for the three months ended September 30, 2024 was an expense of 3.7% on pre-tax income, compared to a benefit of 28.9% on a pre-tax loss for the three months ended September 30, 2023. The primary difference between the effective tax rate and the federal statutory rate is related to a decrease in our valuation allowance relating to federal and state net operating losses. Please refer to “Notes to Condensed Consolidated Financial Statements—11. Income Taxes” for additional information.

Results of Operations

Nine Months Ended September 30, 2024 Compared to Nine Months Ended September 30, 2023

Operating Revenues

	Nine Months Ended September 30,			
	2024	2023	Change	
Operating revenues (\$ in millions):				
Passenger	\$ 2,705	\$ 2,637	\$ 68	3 %
Other	68	61	7	11 %
Total operating revenues	<u>\$ 2,773</u>	<u>\$ 2,698</u>	<u>\$ 75</u>	3 %
Operating statistics:				
ASMs (millions)	30,073	27,809	2,264	8 %
RPMs (millions)	22,962	22,981	(19)	— %
Average stage length (miles)	901	1,028	(127)	(12)%
Load factor	76.4%	82.6%	(6.2) pts	N/A
RASM (¢)	9.22	9.70	(0.48)	(5)%
Total ancillary revenue per passenger (\$)	70.81	78.31	(7.50)	(10)%
Total revenue per passenger (\$)	112.07	121.96	(9.89)	(8)%
Passengers (thousands)	24,738	22,119	2,619	12 %

Total operating revenue increased \$75 million, or 3%, during the nine months ended September 30, 2024 compared to the nine months ended September 30, 2023. While capacity grew by 8%, as measured by ASMs, revenue was unfavorably impacted by a 5% decline in RASM due to the 8% decline in total revenue per passenger as well as a 6-point reduction in load factor, partially offset by a reduction in stage length of 12% on a 12% increase in passengers. The increase in capacity was driven by the 16% increase in average aircraft in service during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023, partially offset by a 7% decrease in average daily aircraft utilization to 10.6 hours per day compared to 11.4 hours per day for the corresponding prior year period.

Operating Expenses

	Nine Months Ended September 30,				Cost per ASM		
	2024	2023	Change		2024	2023	Change
Operating expenses (\$ in millions): ^(a)							
Aircraft fuel	\$ 812	\$ 827	\$ (15)	(2)%	2.70 ¢	2.97 ¢	(9) %
Salaries, wages and benefits	713	635	78	12 %	2.37	2.28	4 %
Aircraft rent	483	429	54	13 %	1.61	1.54	5 %
Station operations	464	381	83	22 %	1.54	1.37	12 %
Maintenance, materials and repairs	144	145	(1)	(1)%	0.48	0.52	(8) %
Sales and marketing	133	125	8	6 %	0.44	0.45	(2) %
Depreciation and amortization	53	36	17	47 %	0.18	0.13	38 %
Other operating	(42)	120	(162)	N/M	(0.14)	0.44	N/M
Total operating expenses	\$ 2,760	\$ 2,698	\$ 62	2 %	9.18 ¢	9.70 ¢	(5) %
Operating statistics:							
ASMs (millions)	30,073	27,809	2,264	8 %			
Average stage length (miles)	901	1,028	(127)	(12)%			
Passengers (thousands)	24,738	22,119	2,619	12 %			
Departures	162,567	136,747	25,820	19 %			
CASM (excluding fuel) (¢) ^(b)	6.48	6.73	(0.25)	(4)%			
Adjusted CASM (excluding fuel) (¢) ^(b)	6.60	6.72	(0.12)	(2)%			
Fuel cost per gallon (\$)	2.81	3.07	(0.26)	(8)%			
Fuel gallons consumed (thousands)	289,114	269,425	19,689	7 %			

N/M = Not meaningful

(a) Cost per ASM figures may not recalculate due to rounding.

(b) This metric is not calculated in accordance with GAAP. For the reconciliation to the corresponding GAAP measures of the aforementioned non-GAAP adjusted measures, see "Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest".

Aircraft Fuel. Aircraft fuel expense decreased by \$15 million, or 2%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023. The decrease was primarily due to the 8% decrease in fuel cost per gallon, partially offset by the 7% increase in fuel gallons consumed, driven by higher capacity.

Salaries, Wages and Benefits. Salaries, wages and benefits expense increased by \$78 million, or 12%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023. The increase was due to higher crew costs, driven primarily by elevated credit hours on higher capacity and other benefit costs, as well as an increased headcount of salaried support staff, as compared to the corresponding prior year period.

Aircraft Rent. Aircraft rent expense increased by \$54 million, or 13%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023, primarily due to a larger fleet, partially offset by a decrease in aircraft lease return costs.

Station Operations. Station operations expense increased by \$83 million, or 22%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023, primarily due to increased airport operations as a result of the 19% increase in departures and 12% increase in passengers partially offset by increased benefits from airport revenue and cost sharing arrangements.

Maintenance, Materials and Repairs. Maintenance, materials and repair expense decreased by \$1 million, or 1%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023. This decrease was primarily due to lower contract labor, partially offset by a 16% increase in average aircraft in service, which resulted in higher aircraft repair and maintenance costs.

Sales and Marketing. Sales and marketing expense increased by \$8 million, or 6%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023, primarily due to an increase in customer reservation system fees and increase in paid media advertising. The following table presents our distribution channel mix:

Distribution Channel	Nine Months Ended September 30,				Change	
	2024		2023			
Our website, mobile app and other direct channels	71	%	71	%	—	pts
Third-party channels	29	%	29	%	—	pts

Depreciation and Amortization. Depreciation and amortization expense increased by \$17 million, or 47%, during the nine months ended September 30, 2024, as compared to the nine months ended September 30, 2023, primarily due to an increase in capitalized maintenance depreciation due to our growing fleet.

Other Operating. Other operating resulted in a net gain of \$42 million during the nine months ended September 30, 2024, compared to an expense of \$120 million during the nine months ended September 30, 2023. This movement was primarily driven by a legal settlement gain of \$40 million and the increase in sale-leaseback gains, as a result of 17 aircraft inductions subject to sale-leaseback transactions in the current period, compared to seven aircraft inductions subject to sale-leaseback transactions in the corresponding prior year period.

Other Income (Expense). Other income decreased by \$4 million, or 15%, during the nine months ended September 30, 2024, as compared the nine months ended September 30, 2023. The decrease was primarily due to lower interest income from lower balances in interest-bearing cash accounts and the \$1 million loss on extinguishment of debt from the write-off of unamortized deferred financing cost related to the PDP Financing Facility.

Income Taxes. Our effective tax rate for the nine months ended September 30, 2024 was an expense of 11.4%, compared to an expense of 0% for the nine months ended September 30, 2023, on pre-tax income for both periods. The primary difference between the effective tax rate and the federal statutory rate for the nine months ended September 30, 2024 is related to a decrease in our valuation allowance relating to federal and state net operating losses, partially offset by the impact of non-deductibility of certain executive compensation and other employee benefits. Please refer to “Notes to Condensed Consolidated Financial Statements—11. Income Taxes” for additional information.

Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest

	Three Months Ended September 30,			
	2024		2023	
	(\$ in millions)	Per ASM (¢)	(\$ in millions)	Per ASM (¢)
Non-GAAP financial data:^(a)				
CASM		9.10		9.66
Aircraft fuel	(261)	(2.59)	(291)	(3.00)
CASM (excluding fuel)^(b)		6.51		6.66
Legal settlement ^(c)	38	0.38	—	—
Adjusted CASM (excluding fuel)^(b)		6.89		6.66
Aircraft fuel	261	2.59	291	3.00
Adjusted CASM^(d)		9.48		9.66
Net interest expense (income)	(8)	(0.08)	(9)	(0.10)
Write-off of deferred financing costs ^(e)	(1)	(0.01)	—	—
Adjusted CASM + net interest^(f)		9.39		9.56
CASM		9.10		9.66
Net interest expense (income)	(8)	(0.08)	(9)	(0.10)
CASM + net interest^(f)		9.02		9.56

(a) Cost per ASM figures may not recalculate due to rounding.

(b) CASM (excluding fuel) and Adjusted CASM (excluding fuel) are included as supplemental disclosures because we believe that excluding aircraft fuel is useful to investors as it provides an additional measure of management's performance excluding the effects of a significant cost item over which management has limited influence. The price of fuel, over which we have limited control, impacts the comparability of period-to-period financial performance, and excluding the price of fuel allows management an additional tool to understand and analyze our non-fuel costs and core operating performance, and increases comparability with other airlines that also provide a similar metric. CASM (excluding fuel) and Adjusted CASM (excluding fuel) are not determined in accordance with GAAP and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

(c) We reached a legal settlement with a former lessor for breach of contract for a total of \$40 million (please refer to "Notes to Condensed Consolidated Financial Statement — 9. Commitments and Contingencies" for additional information). \$38 million of the settlement represents a one-time reimbursement of damages incurred and \$2 million relates to the reimbursement of previously recorded legal expenses.

(d) Adjusted CASM is included as supplemental disclosure because we believe it is a useful metric to properly compare our cost management and performance to other peers, as derivations of Adjusted CASM are well-recognized performance measurements in the airline industry that are frequently used by our management, as well as by investors, securities analysts and other interested parties in comparing the operating performance of companies in the airline industry. Additionally, we believe this metric is useful because it removes certain items that may not be indicative of base operating performance or future results. Adjusted CASM is not determined in accordance with GAAP, may not be comparable across all carriers and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

(e) In September 2024, we reduced the capacity of the PDP Financing Facility from \$365 million to \$135 million. The downsize of the facility resulted in a one-time write-off of \$1 million in unamortized deferred financing costs. This amount is a component of interest expense within the condensed consolidated statements of operations.

(f) Adjusted CASM including net interest and CASM including net interest are included as supplemental disclosures because we believe they are useful metrics to properly compare our cost management and performance to other peers that may have different capital structures and financing strategies, particularly as it relates to financing primary operating assets such as aircraft and engines. Additionally, we believe these metrics are useful because they remove certain items that may not be indicative of base operating performance or future results. Adjusted CASM including net interest and CASM including net interest are not determined in accordance with GAAP, may not be comparable across all carriers and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest

	Nine Months Ended September 30,			
	2024		2023	
	(\$ in millions)	Per ASM (¢)	(\$ in millions)	Per ASM (¢)
Non-GAAP financial data: ^(a)				
CASM		9.18		9.70
Aircraft fuel	(812)	(2.70)	(827)	(2.97)
CASM (excluding fuel) ^(b)		6.48		6.73
Legal settlement ^(c)	38	0.12	—	—
Transaction and merger-related costs ^(d)	—	—	(1)	(0.01)
Adjusted CASM (excluding fuel) ^(b)		6.60		6.72
Aircraft fuel	812	2.70	827	2.98
Adjusted CASM ^(e)		9.30		9.70
Net interest expense (income)	(22)	(0.08)	(26)	(0.10)
Write-off of deferred financing costs ^(f)	(1)	0.01	—	—
Adjusted CASM + net interest ^(g)		9.23		9.60
CASM		9.18		9.70
Net interest expense (income)	(22)	(0.08)	(26)	(0.09)
CASM + net interest ^(g)		9.10		9.61

(a) Cost per ASM figures may not recalculate due to rounding.

(b) CASM (excluding fuel) and Adjusted CASM (excluding fuel) are included as supplemental disclosures because we believe that excluding aircraft fuel is useful to investors as it provides an additional measure of management's performance excluding the effects of a significant cost item over which management has limited influence. The price of fuel, over which we have limited control, impacts the comparability of period-to-period financial performance, and excluding the price of fuel allows management an additional tool to understand and analyze our non-fuel costs and core operating performance, and increases comparability with other airlines that also provide a similar metric. CASM (excluding fuel) and Adjusted CASM (excluding fuel) are not determined in accordance with GAAP and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

(c) We reached a legal settlement with a former lessor for breach of contract for a total of \$40 million (please refer to "Notes to Condensed Consolidated Financial Statement — 9. Commitments and Contingencies" for additional information). \$38 million of the settlement represents a one-time reimbursement of damages incurred and \$2 million relates to the reimbursement of previously recorded legal expenses.

(d) Represents \$1 million in employee retention costs incurred in connection with the terminated merger with Spirit Airlines, Inc., for the nine months ended September 30, 2023.

(e) Adjusted CASM is included as supplemental disclosure because we believe it is a useful metric to properly compare our cost management and performance to other peers, as derivations of Adjusted CASM are well-recognized performance measurements in the airline industry that are frequently used by our management, as well as by investors, securities analysts and other interested parties in comparing the operating performance of companies in the airline industry. Additionally, we believe this metric is useful because it removes certain items that may not be indicative of base operating performance or future results. Adjusted CASM is not determined in accordance with GAAP, may not be comparable across all carriers and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

(f) In September 2024, we reduced the capacity of the PDP Financing Facility from \$365 million to \$135 million. The downsize of the facility resulted in a one-time write-off of \$1 million in unamortized deferred financing costs. This amount is a component of interest expense within the condensed consolidated statements of operations.

- (g) Adjusted CASM including net interest and CASM including net interest are included as supplemental disclosures because we believe they are useful metrics to properly compare our cost management and performance to other peers that may have different capital structures and financing strategies, particularly as it relates to financing primary operating assets such as aircraft and engines. Additionally, we believe these metrics are useful because they remove certain items that may not be indicative of base operating performance or future results. Adjusted CASM including net interest and CASM including net interest are not determined in accordance with GAAP, may not be comparable across all carriers and should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP.

Reconciliation of Net Income (Loss) to Adjusted Net Income (Loss), Pre-Tax Income (Loss) to Adjusted Pre-Tax Income (Loss), and Net Income (Loss) to EBITDA, EBITDAR, Adjusted EBITDA, and Adjusted EBITDAR

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024		2023		2024		2023	
	(in millions)				(in millions)			
Non-GAAP financial data (unaudited):								
Adjusted pre-tax income (loss) ^(a)	\$	(10)	\$	(45)	\$	(2)	\$	27
Adjusted net income (loss) ^(a)	\$	(11)	\$	(32)	\$	(1)	\$	27
EBITDA ^(a)	\$	38	\$	(41)	\$	66	\$	36
EBITDAR ^(b)	\$	215	\$	109	\$	549	\$	465
Adjusted EBITDA ^(a)	\$	—	\$	(41)	\$	28	\$	37
Adjusted EBITDAR ^(b)	\$	177	\$	109	\$	511	\$	466

- (a) Adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA are included as supplemental disclosures because we believe they are useful indicators of our operating performance. Derivations of pre-tax income (loss), net income (loss) and EBITDA are well-recognized performance measurements in the airline industry that are frequently used by our management, as well as by investors, securities analysts and other interested parties in comparing the operating performance of companies in our industry.

Adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA have limitations as analytical tools. Some of the limitations applicable to these measures include: adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA do not reflect the impact of certain cash charges resulting from matters we consider not to be indicative of our ongoing operations; adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA do not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments; EBITDA and adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs; EBITDA, and adjusted EBITDA do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our indebtedness or possible cash requirements related to our warrants; although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA and adjusted EBITDA do not reflect any cash requirements for such replacements; and other companies in our industry may calculate adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA differently than we do, limiting their usefulness as comparative measures. Because of these limitations, adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA should not be considered in isolation from or as a substitute for performance measures calculated in accordance with GAAP. In addition, because derivations of adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA are not determined in accordance with GAAP, such measures are susceptible to varying calculations and not all companies calculate the measures in the same manner. As a result, derivations of pre-tax income (loss), net income (loss) and EBITDA, including adjusted pre-tax income (loss), adjusted net income (loss) and adjusted EBITDA, as presented may not be directly comparable to similarly titled measures presented by other companies.

For the foregoing reasons, each of adjusted pre-tax income (loss), adjusted net income (loss), EBITDA and adjusted EBITDA has significant limitations which affect its use as an indicator of our profitability. Accordingly, you are cautioned not to place undue reliance on this information.

- (b) EBITDAR and adjusted EBITDAR are included as a supplemental disclosure because we believe them to be useful solely as valuation metrics for airlines as their calculations isolate the effects of financing in general, the accounting effects of capital spending and acquisitions (primarily aircraft, which may be acquired directly, directly subject to acquisition debt, by capital lease or by operating lease, each of which is presented differently for accounting purposes), and income taxes, which may vary significantly between periods and for different airlines for reasons unrelated to the underlying value of a particular airline. However, EBITDAR and adjusted EBITDAR are not determined in accordance with GAAP, are susceptible to varying calculations and not all companies calculate the measure in the same manner. As a result, EBITDAR and adjusted EBITDAR, as presented, may not be directly comparable to similarly titled measures presented by other companies. In addition, EBITDAR and adjusted EBITDAR should not be viewed as a measure of overall performance since they exclude aircraft rent, which is a normal, recurring cash operating expense that is necessary to operate our business. Accordingly, you are cautioned not to place undue reliance on this information.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
	(in millions)		(in millions)	
Adjusted net income (loss) reconciliation (unaudited):				
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Non-GAAP Adjustments ^(a) :				
Legal settlement	(38)	—	(38)	—
Transaction and merger-related costs	—	—	—	1
Write-off of deferred financing costs due to paydown of loan	1	—	1	—
Pre-tax impact	(37)	—	(37)	1
Tax benefit (expense), related to non-GAAP adjustments	—	—	—	—
Valuation allowance ^(b)	—	—	5	—
Net income (loss) impact	\$ (37)	\$ —	\$ (32)	\$ 1
Adjusted net income (loss)	\$ (11)	\$ (32)	\$ (1)	\$ 27
Adjusted pre-tax income (loss) reconciliation (unaudited):				
Income (loss) before income taxes	\$ 27	\$ (45)	\$ 35	\$ 26
Pre-tax impact	(37)	—	(37)	1
Adjusted pre-tax income (loss)	\$ (10)	\$ (45)	\$ (2)	\$ 27
EBITDA, EBITDAR, Adjusted EBITDA and Adjusted EBITDAR reconciliation (unaudited):				
Net income (loss)	\$ 26	\$ (32)	\$ 31	\$ 26
Plus (minus):				
Interest expense	10	8	27	21
Capitalized interest	(8)	(7)	(24)	(19)
Interest income and other	(10)	(10)	(25)	(28)
Income tax expense (benefit)	1	(13)	4	—
Depreciation and amortization	19	13	53	36
EBITDA	38	(41)	66	36
Plus: Aircraft rent	177	150	483	429
EBITDAR	\$ 215	\$ 109	\$ 549	\$ 465
EBITDA	\$ 38	\$ (41)	\$ 66	\$ 36
Plus (minus) ^(a)				
Legal settlement	(38)	—	(38)	—
Transaction and merger-related costs	—	—	—	1
Adjusted EBITDA	—	(41)	28	37
Plus: Aircraft rent	177	150	483	429
Adjusted EBITDAR	\$ 177	\$ 109	\$ 511	\$ 466

(a) See "Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest" above for discussion on adjusting items.

(b) During the nine months ended September 30, 2024, we recorded a \$5 million non-cash valuation allowance against our U.S. federal and state net operating loss deferred tax assets, which largely do not expire, mainly as a result of being in a three-year historical cumulative pre-tax loss position and due to the loss generated during the three months ended March 31, 2024, which has no impact on cash taxes and is not reflective of our effective tax rate for deductible net operating losses generated or actual cash tax obligations created. Please refer to "Notes to Condensed Consolidated Financial Statements—11. Income Taxes" for additional information.

Comparative Operating Statistics

The following table sets forth our operating statistics for the three and nine months ended September 30, 2024 and 2023. These operating statistics are provided because they are commonly used in the airline industry and, as such, allow readers to compare our performance against our results for the corresponding prior year period, as well as against the performance of our peers.

	Three Months Ended September 30,				Nine Months Ended September 30,							
	2024		2023		Change		2024		2023		Change	
Operating statistics (unaudited) ^(a)												
Available seat miles ("ASMs") (millions)	10,075		9,697		4	%	30,073		27,809		8	%
Departures	56,725		48,627		17	%	162,567		136,747		19	%
Average stage length (miles)	856		996		(14)	%	901		1,028		(12)	%
Block hours	140,348		133,305		5	%	419,911		385,129		9	%
Average aircraft in service	150		128		17	%	144		124		16	%
Aircraft – end of period	153		134		14	%	153		134		14	%
Average daily aircraft utilization (hours)	10.2		11.3		(10)	%	10.6		11.4		(7)	%
Passengers (thousands)	8,834		7,697		15	%	24,738		22,119		12	%
Average seats per departure	206		200		3	%	204		198		3	%
Revenue passenger miles ("RPMs") (millions)	7,855		7,755		1	%	22,962		22,981		—	%
Load Factor	78.0	%	80.0	%	(2.0)	pts	76.4	%	82.6	%	(6.2)	pts
Fare revenue per passenger (\$)	38.70		39.17		(1)	%	41.26		43.65		(5)	%
Non-fare passenger revenue per passenger (\$)	64.38		72.77		(12)	%	68.09		75.57		(10)	%
Other revenue per passenger (\$)	2.75		2.77		(1)	%	2.72		2.74		(1)	%
Total ancillary revenue per passenger (\$)	67.13		75.54		(11)	%	70.81		78.31		(10)	%
Total revenue per passenger (\$)	105.83		114.71		(8)	%	112.07		121.96		(8)	%
Total revenue per available seat mile ("RASM") (¢)	9.28		9.10		2	%	9.22		9.70		(5)	%
Cost per available seat mile ("CASM") (¢)	9.10		9.66		(6)	%	9.18		9.70		(5)	%
CASM (excluding fuel) (¢) ^(b)	6.51		6.66		(2)	%	6.48		6.73		(4)	%
CASM + net interest (¢) ^(b)	9.02		9.56		(6)	%	9.10		9.61		(5)	%
Adjusted CASM (¢) ^(b)	9.48		9.66		(2)	%	9.30		9.70		(4)	%
Adjusted CASM (excluding fuel) (¢) ^(b)	6.89		6.66		3	%	6.60		6.72		(2)	%
Adjusted CASM (excluding fuel), stage-length adjusted to 1,000 miles (¢) ^{(b)(c)}	6.37		6.65		(4)	%	6.27		6.81		(8)	%
Adjusted CASM + net interest (¢) ^(b)	9.39		9.56		(2)	%	9.23		9.60		(4)	%
Fuel cost per gallon (\$)	2.67		3.08		(13)	%	2.81		3.07		(8)	%
Fuel gallons consumed (thousands)	97,767		94,459		4	%	289,114		269,425		7	%
Full-time equivalent employees	8,011		6,959		15	%	8,011		6,959		15	%

(a) Figures may not recalculate due to rounding. See "Glossary of Airline Terms" for definitions of terms used in this table.

(b) These metrics are not calculated in accordance with GAAP. For the reconciliation to corresponding GAAP measures, see "Results of Operations—Reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest."

(c) Stage-length adjusted to 1,000 miles: Adjusted CASM (excluding fuel) * Square root (stage length / 1,000).

Liquidity and Capital Resources

Overview

As of September 30, 2024, our total available liquidity was \$576 million, made up of cash and cash equivalents, and we have \$205 million of funds available to be drawn under our Revolving Loan Facility. We had \$469 million of total debt, net, of which \$190 million is short-term and consists primarily of amounts outstanding under our Pre-delivery Credit Facilities. Our total debt, net is comprised of \$296 million outstanding under our Pre-delivery Credit Facilities, \$100 million outstanding under our pre-purchased miles facility with Barclays Bank Delaware ("Barclays"), \$66 million in 10-year, low-interest loans from the U.S. Department of the Treasury (the "Treasury," and such loans, the "PSP Promissory Notes") and \$12 million in secured indebtedness for our headquarters building, partially offset by \$5 million in deferred debt acquisition costs.

In September 2024, we entered into a series of transactions designed to provide us with a revolving line of credit available for general corporate purposes as well as increased capacity for financing facilities intended to fund aircraft PDPs. The new pre-delivery credit facilities, which consist of the Second PDP Financing Facility and the Third PDP Financing Facility, in addition to the pre-existing PDP Financing Facility, increased overall borrowing capacity from \$365 million to \$478 million. We also entered into the Revolving Loan Facility, which provided \$205 million of commitments secured by our loyalty program and brand-related assets which was undrawn as of September 30, 2024.

During the nine months ended September 30, 2024, we increased our borrowings under the Barclays agreement by an additional \$20 million. Additionally, during the nine months ended September 30, 2024, we repaid the remaining outstanding balance, inclusive of any unpaid principal, interest and other amounts related to our previous headquarters note and subsequent to the payoff of the headquarters note, we entered into multiple loan agreements in the total amount of \$12 million with a different lender secured by our headquarters. Please refer to "Notes to Condensed Consolidated Financial Statements—6. Debt" for additional information.

In connection with the PSP Promissory Notes and the term loan facility entered into with the Treasury on September 28, 2020, which was repaid in full on February 2, 2022, we issued warrants to purchase 3,117,940 shares of our common stock at a weighted-average price of \$6.95 per share. We have the intent and ability to settle the warrants issued in common shares and we have classified the warrant liability to additional paid-in-capital on our condensed consolidated balance sheet. These warrants will expire between May 2025 and June 2026. No warrants have been exercised as of September 30, 2024.

We continue to monitor our covenant compliance with various parties, including, but not limited to, our lenders and credit card processors. As of the date of this report, we are in compliance with all of our covenants.

The following table presents the major indicators of our financial condition and liquidity as of:

	September 30, 2024		December 31, 2023		
	(\$ in millions)				
Cash and cash equivalents	\$	576	\$	609	
Total current assets, excluding cash and cash equivalents	\$	334	\$	262	
Total current liabilities, excluding current maturities of long-term debt, net and operating leases	\$	902	\$	858	
Current maturities of long-term debt, net	\$	190	\$	251	
Long-term debt, net	\$	279	\$	219	
Stockholders' equity	\$	549	\$	507	
Debt to capital ratio		46	%	48	%
Debt to capital ratio, including operating lease obligations		89	%	87	%

Use of Cash and Future Obligations

We expect to meet our cash requirements for the next twelve months through use of our available cash and cash equivalents, our Pre-delivery Credit Facilities, and cash flows from operating activities. We expect to meet our long-term cash requirements with cash flows from operating and financing activities, including, but not limited to, potential future borrowings under the Pre-delivery Credit Facilities, our undrawn Revolving Loan Facility and/or potential issuances of debt or equity. The Revolving Loan Facility also permits us to enter into additional indebtedness secured by our loyalty program and brand-related assets, to the extent such indebtedness is pari passu to that of the Revolving Loan Facility. Our primary uses of cash are for working capital, aircraft PDPs, debt repayments and capital expenditures.

Our single largest capital commitment relates to the acquisition of aircraft. As of September 30, 2024, we operated all of our 153 aircraft under operating leases. PDPs relating to future deliveries under our agreement with Airbus are required at various times prior to each aircraft's delivery date. As of September 30, 2024, our Pre-delivery Credit Facilities, which allow us to draw up to an aggregate of \$478 million, had \$296 million outstanding. As of September 30, 2024, we had \$390 million of PDPs held by Airbus which have been partially financed by our Pre-delivery Credit Facilities.

As of September 30, 2024, we had a firm obligation to purchase 193 A320neo family aircraft and 13 additional spare engines to be delivered by 2031. Of our aircraft commitments, 23 had committed operating leases for deliveries occurring between 2024 and 2026, and 12 were subject to non-binding letters of intent to provide operating lease financing for 2024 and 2025 deliveries. We intend to evaluate financing options for the remaining aircraft.

During the nine months ended September 30, 2024, we reached an agreement with one of our aircraft lessors which eliminated requirements to pay maintenance reserves held as collateral in advance of our required performance of major maintenance activities on its aircraft leases. As a result of the agreement, the lessor disbursed back to us previously paid aircraft maintenance deposits of approximately \$104 million, resulting in us no longer having any aircraft maintenance deposits with any of our lessors as of September 30, 2024.

The following table summarizes current and long-term material cash requirements as of September 30, 2024, which we expect to fund primarily with operating and financing cash flows (in millions):

	Material Cash Requirements						
	Remainder of 2024	2025	2026	2027	2028	Thereafter	Total
Debt obligations ^(a)	\$ 64	\$ 208	\$ 24	\$ —	\$ 9	\$ 169	\$ 474
Interest commitments ^(b)	8	21	13	12	9	9	72
Operating lease obligations ^(c)	164	650	623	594	518	2,402	4,951
Flight equipment purchase obligations ^(d)	360	1,280	1,329	2,055	2,111	4,808	11,943
Total	\$ 596	\$ 2,159	\$ 1,989	\$ 2,661	\$ 2,647	\$ 7,388	\$ 17,440

(a) Includes principal commitments only associated with our Pre-delivery Credit Facilities with borrowings as of September 30, 2024 pertaining to aircraft with deliveries through 2027 and certain deliveries in 2028, our affinity card unsecured debt due through 2029, our building notes through September 2031 and the PSP Promissory Notes due through 2031. See "Notes to Condensed Consolidated Financial Statements — 6. Debt".

(b) Represents interest and commitment fees on debt obligations and our undrawn Revolving Loan Facility.

(c) Represents gross cash payments related to our operating lease obligations that are not subject to discount as compared to the obligations measured on our condensed consolidated balance sheets. See "Notes to Condensed Consolidated Financial Statements — 7. Operating Leases".

(d) Represents purchase commitments for aircraft and engines. See "Notes to Condensed Consolidated Financial Statements — 9. Commitments and Contingencies".

Cash Flows

The following table presents information regarding our cash flows in the nine months ended September 30, 2024 and 2023 (in millions):

	Nine Months Ended September 30,	
	2024	2023
Net cash used in operating activities	\$ (169)	\$ (207)
Net cash used in investing activities	(46)	(91)
Net cash provided by financing activities	182	177
Net decrease in cash, cash equivalents and restricted cash	(33)	(121)
Cash, cash equivalents and restricted cash at beginning of period	609	761
Cash, cash equivalents and restricted cash at end of period	\$ 576	\$ 640

Operating Activities

During the nine months ended September 30, 2024, net cash used in operating activities totaled \$169 million, which was driven by non-cash adjustments of \$149 million and \$51 million of outflows from changes in operating assets and liabilities, partially offset by \$31 million of net income.

The \$51 million of outflows from changes in operating assets and liabilities included:

- \$142 million in increases in other long-term assets primarily driven by increases in prepaid maintenance, capitalized maintenance and supplier incentives; and
- \$53 million in increases in accounts receivable primarily from a legal settlement; partially offset by
- \$82 million in decreases in our capitalized aircraft maintenance deposits;
- \$39 million in increases in our air traffic liability primarily driven by increased bookings, partially offset by lower fares on bookings;
- \$17 million in increases in other liabilities driven primarily by leased aircraft return accruals and passenger taxes payable;
- \$4 million in decreases in supplies and other current assets; and
- \$2 million in increases in accounts payable.

Our net income of \$31 million was also adjusted by the following non-cash items to arrive at cash used in operating activities:

- \$218 million in gains recognized on sale-leaseback transactions; partially offset by
- \$53 million in depreciation and amortization;
- \$12 million in stock-based compensation expense;
- \$3 million in deferred income tax expense; and
- \$1 million loss on extinguishment of debt.

During the nine months ended September 30, 2023, net cash used in operating activities totaled \$207 million, which was driven by \$183 million of outflows from changes in operating assets and liabilities and non-cash adjustments totaling \$50 million, partially offset by \$26 million of net income.

The \$183 million of outflows from changes in operating assets and liabilities included:

- \$132 million in increases in other long-term assets driven by increases in capitalized maintenance, prepaid maintenance, prepaid bonuses and capitalized interest;
- \$50 million in decreases in other liabilities driven primarily by leased aircraft return payments;
- \$18 million in increases in supplies and other current assets;
- \$13 million in increases in aircraft maintenance deposits; and

- \$6 million in decreases in our air traffic liability; partially offset by
- \$24 million in increases in accounts payable; and
- \$12 million in decreases in accounts receivable due to the collection of station receivables.

Our net income of \$26 million was also adjusted by the following non-cash items to arrive at cash used in operating activities:

- \$97 million in gains recognized on sale-leaseback transactions; partially offset by
- \$36 million in depreciation and amortization;
- \$10 million in stock-based compensation expense; and
- \$1 million in amortization of cash flow hedges, net of tax.

Investing Activities

During the nine months ended September 30, 2024, net cash used in investing activities totaled \$46 million, driven by:

- \$62 million in cash outflows for capital expenditures; and
- \$1 million in cash outflows relating to other investing activity; partially offset by
- \$17 million in net proceeds for PDP activity.

During the nine months ended September 30, 2023, net cash used in investing activities totaled \$91 million, driven by:

- \$52 million in net outflows for PDP activity;
- \$37 million in cash outflows for capital expenditures; and
- \$2 million in cash outflows relating to other investing activity.

Financing Activities

During the nine months ended September 30, 2024, net cash provided by financing activities was \$182 million, driven by:

- \$418 million in cash proceeds from debt issuances, consisting of \$386 million of net borrowings on our Pre-delivery Credit Facilities, \$12 million in new borrowing on our building note and \$20 million in draws on our Barclays facility;
- \$185 million in net proceeds received from sale-leaseback transactions; and
- \$1 million in proceeds from the exercise of stock options; partially offset by
- \$420 million in cash outflows from principal repayments on debt, which includes \$404 million on our Pre-delivery Credit Facilities and \$16 million on our prior building note that reached maturity; and
- \$2 million in cash outflows for payments related to tax withholdings of share-based awards.

During the nine months ended September 30, 2023, net cash provided by financing activities was \$177 million, primarily driven by:

- \$124 million in net proceeds received from sale-leaseback transactions; and
- \$141 million in cash proceeds from debt issuances, consisting of \$132 million drawn on our PDP Financing Facility, net of issuance costs, and \$9 million in draws on our Barclays facility; partially offset by
- \$84 million in cash outflows from principal repayments on our PDP Financing Facility and our headquarters building; and
- \$5 million in cash outflows for payments related to tax withholdings of share-based awards.

As of September 30, 2024, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future material effect on our results of operations, financial condition or cash flows.

Critical Accounting Policies and Estimates

There have been no material changes in our critical accounting policies and estimates during the nine months ended September 30, 2024. For information regarding our critical accounting policies and estimates, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" included in Part II, Item 7 of our 2023 Annual Report.

Recently Adopted Accounting Pronouncements

See "Notes to Consolidated Financial Statements —1. Summary of Significant Accounting Policies" included in Part II, Item 8 of our 2023 Annual Report for a discussion of recent accounting pronouncements.

GLOSSARY OF AIRLINE TERMS

Set forth below is a glossary of industry terms:

"A320neo family" means, collectively, the Airbus series of single-aisle aircraft that feature the new engine option, including the A320neo and A321neo aircraft.

"Adjusted CASM" is a non-GAAP measure and means operating expenses, excluding special items, divided by ASMs. For a discussion of such special items and a reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations."

"Adjusted CASM including net interest" or "Adjusted CASM + net interest" is a non-GAAP measure and means the sum of Adjusted CASM and net interest expense (income) excluding special items divided by ASMs. For a discussion of such special items and a reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations."

"Adjusted CASM (excluding fuel)" is a non-GAAP measure and means operating expenses less aircraft fuel expense, excluding special items, divided by ASMs. For a discussion of such special items and a reconciliation of CASM to CASM (excluding fuel), Adjusted CASM (excluding fuel), Adjusted CASM, Adjusted CASM including net interest and CASM including net interest, please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations."

"Air traffic liability" means the value of tickets, unearned membership fees and other related fees sold in advance of travel.

"Ancillary revenue" means the sum of non-fare passenger revenue and other revenue.

"Available seat miles" or "ASMs" means seats (empty or full) multiplied by miles the seats are flown.

"Average aircraft in service" means the average number of aircraft used in flight operations, as calculated on a daily basis.

"Average daily aircraft utilization" means block hours divided by number of days in the period divided by average aircraft in service.

"Average stage length" means the average number of miles flown per flight segment.

"Block hours" means the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination.

"CASM" or "unit costs" means operating expenses divided by ASMs.

"CASM (excluding fuel)" is a non-GAAP measure and means operating expenses less aircraft fuel expense, divided by ASMs.

"CASM including net interest" or "CASM + net interest" is a non-GAAP measure and means the sum of CASM and net interest expense (income) divided by ASMs.

"DOT" means the United States Department of Transportation.

"Fare revenue" consists of base fares for air travel, including miles redeemed under our frequent flyer program, unused and expired passenger credits, other redeemed or expired travel credits and revenue derived from charter flights.

"Fare revenue per passenger" means fare revenue divided by passengers.

"Load factor" means the percentage of aircraft seat miles actually occupied on a flight (RPMs divided by ASMs).

"Net interest expenses (income)" means interest expense, capitalized interest, interest income and other.

"Non-fare passenger revenue" consists of fees related to certain ancillary items such as baggage, service fees, seat selection, and other passenger-related revenue that is not included as part of base fares for travel.

"Non-fare passenger revenue per passenger" means non-fare passenger revenue divided by passengers.

"Other revenue" consists primarily of services not directly related to providing transportation, such as the advertising, marketing and brand elements of the *FRONTIER Miles* affinity credit card program and commissions revenue from the sale of items such as rental cars and hotels.

"Other revenue per passenger" means other revenue divided by passengers.

"Passengers" means the total number of passengers flown on all flight segments.

"Passenger revenue" consists of fare revenue and non-fare passenger revenue.

"PDP" means pre-delivery deposit payments, which are payments required by aircraft manufacturers in advance of delivery of the aircraft.

"RASM" or "unit revenue" means total revenue divided by ASMs.

"Revenue passenger miles" or "RPMs" means the number of miles flown by passengers.

"Total ancillary revenue per passenger" means ancillary revenue divided by passengers.

"Total revenue per passenger" means the sum of fare revenue, non-fare passenger revenue, and other revenue (collectively, "Total Revenue") divided by passengers.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

We are subject to market risks in the ordinary course of our business. These risks include commodity price risk, with respect to aircraft fuel, as well as interest rate risk, specifically with respect to our floating rate obligations and aircraft lease contracts. The adverse effects of changes in these markets could pose a potential loss as discussed below. The sensitivity analysis provided does not consider the effects that such adverse changes may have on overall economic activity, nor does it consider additional actions we may take to mitigate our exposure to such changes. Actual results may differ.

Aircraft Fuel. Our results of operations can vary materially due to changes in the price and availability of aircraft fuel and are also impacted by the number of aircraft in use and the number of flights we operate. Aircraft fuel represented approximately 28% and 29% of total operating expenses for the three and nine months ended September 30, 2024, respectively, and 31% of total operating expenses for each of the three and nine months ended September 30, 2023. Unexpected changes in the pricing of aircraft fuel or a shortage or disruption in the supply could have a material adverse effect on our business, results of operations and financial condition. Based on our fuel consumption for the 12 months ended September 30, 2024, a hypothetical 10% increase in the average price per gallon of aircraft fuel would have increased aircraft fuel expense by approximately \$112 million.

Interest Rates. We are subject to market risk associated with changing interest rates, due to Secured Overnight Financing Rate ("SOFR") based interest rates on our PDP Financing Facility, Second PDP Financing Facility and Revolving Loan Facility, which remains undrawn as of September 30, 2024, as well as Effective Federal Funds Rate ("EFFR") based interest rates on our affinity card advance purchase of miles with Barclays. During the nine months ended September 30, 2024, as applied to our average debt balances, a hypothetical increase of 100 basis points in average annual interest rates on our variable-rate debt would have increased the annual interest expense by \$3 million.

We are also exposed to interest rate risk through aircraft lease contracts for the time period between agreement of terms and commencement of the lease, where portions of the rental payments are adjusted and become fixed based on swap rates. As part of our risk management program, we have historically entered into contracts in order to limit the exposure to fluctuations in interest rates. During each of the three and nine months ended September 30, 2024 and 2023, we did not enter into any swaps and, therefore, paid no upfront premiums for interest rate hedges. As of September 30, 2024, we had no interest rate hedges outstanding.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2024. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, refers to the controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive officer and principal financial officer concluded that, as of September 30, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

During the three months ended September 30, 2024, there were no changes in our internal control over financial reporting that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we have been and will continue to be subject to commercial litigation claims and to administrative and regulatory proceedings and reviews that may be asserted or maintained. We believe the ultimate outcome of such lawsuits, proceedings and reviews is not reasonably likely, individually or in the aggregate, to have a material adverse effect on our business, results of operations and financial condition.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Item 1A “Risk Factors” contained in our 2023 Annual Report, other than the risk factors disclosed in Item 1A “Risk Factors” contained in our Quarterly Report for the quarter ended March 31, 2024. Investors are urged to review all such risk factors carefully.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Issuer Purchases of Equity Securities

We do not have a share repurchase program and no shares were repurchased during the third quarter of 2024.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the fiscal quarter ended September 30, 2024, none of our directors or officers adopted , modified or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any other “non-Rule 10b5-1 trading arrangement” except as follows:

On August 14, 2024 , Barry Biffle , our Chief Executive Officer and a member of our board of directors , adopted a Rule 10b5-1(c) trading arrangement intended to satisfy the affirmative defense of Rule 10b5-1(c) for the sale of up to 2,164,580 shares of our common stock until August 8, 2025 .

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File Number	Date	Number	
3.1	Amended and Restated Certificate of Incorporation of Frontier Group Holdings, Inc.	8-K	001-40304	4/6/2021	3.1	
3.2	Amended and Restated Bylaws of Frontier Group Holdings, Inc.	8-K	001-40304	7/25/2024	3.1	
4.1	Form of Common Stock Certificate.	S-1	333-254004	3/8/2021	4.2	
4.2	Form of Common Stock Warrant	10-Q	001-40304	8/8/2024	4.2	
10.1(a)†	Credit Agreement, dated as of September 26, 2024, by and among Vertical Horizons JSA Limited, as borrower, JSA International U.S. Holdings, LLC, as lender and administrative agent, and Bank of Utah, not in its individual capacity but solely as security trustee.					X
10.1(b)†	Step-In Agreement, dated as of September 26, 2024, by and between Frontier Group Holdings, Inc., as guarantor, Frontier Airlines, Inc., as original buyer, Vertical Horizons JSA Limited, as buyer, JSA International U.S. Holdings, LLC, as financier, and Airbus S.A.S.					X
10.2(a)†	Tenth Amended and Restated Credit Agreement, dated as of September 26, 2024, by and among Vertical Horizons, Ltd., as borrower, each lender identified on Schedule I thereto, and Bank of Utah, not in its individual capacity but solely as security trustee and facility agent.					X
10.2(b)†	Amended and Restated Step-In Agreement, dated as of September 26, 2024, by and among Vertical Horizons, Ltd., as buyer, Bank of Utah, not in its individual capacity but solely as security trustee, and Airbus S.A.S.					X
10.3†	Revolving Loan and Guaranty Agreement, dated as of September 26, 2024, by and among Frontier Brand Intellectual Property, Ltd. and Frontier Loyalty Programs, Ltd., as borrowers, Frontier Airlines, Inc., Frontier Group Holdings, Inc., Frontier Airlines Holdings, Inc., Frontier Finance 1, Ltd., Frontier Finance 2, Ltd. and the other guarantors from time to time party thereto, as guarantors, Citibank, N.A., as administrative agent and collateral agent, and the lenders party thereto.					X
10.4(a)†	Third Amendment to the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of September 6, 2024, by and between Barclays Bank Delaware and Frontier Airlines, Inc.					X
10.4(b)†	Fourth Amendment to the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement, dated as of September 26, 2024, by and between Barclays Bank Delaware and Frontier Airlines, Inc.					X
10.5(a)†	Amendment No. 18 to Airbus A320 Family Aircraft Purchase Agreement, dated as of July 31, 2024, by and between Airbus S.A.S. and Frontier Airlines, Inc.					X
10.5(b)†	Amendment No. 19 to Airbus A320 Family Aircraft Purchase Agreement, dated as of September 25, 2024, by and between Airbus S.A.S. and Frontier Airlines, Inc.					X

31.1	<u>Certification of the Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>	X
31.2	<u>Certification of the Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>	X
32.1*	<u>Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	X
32.2*	<u>Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>	X
101.INS	Inline XBRL Instance Document – The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document.	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document.	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101).	X

* The certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Quarterly Report on Form 10-Q and are not deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall they be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, irrespective of any general incorporation language contained in such filing.

† Certain portions of this document that constitute confidential information have been redacted in accordance with Regulation S-K, Item 601(b)(10).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FRONTIER GROUP HOLDINGS, INC.

Date: October 29, 2024

By: /s/ Mark C. Mitchell

Mark C. Mitchell

Senior Vice President and Chief Financial Officer (Duly Authorized Officer
and Principal Financial Officer)

CERTIFICATION

I, Barry L. Biffle, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Frontier Group Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2024

/s/ Barry L. Biffle

Barry L. Biffle

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION

I, Mark C. Mitchell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Frontier Group Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 29, 2024

/s/ Mark C. Mitchell

Mark C. Mitchell

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

Certification of Chief Executive Officer Pursuant to 18 U.S.C. § 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Frontier Group Holdings, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (1) The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2024

/s/ Barry L. Biffle

Barry L. Biffle

Chief Executive Officer

(Principal Executive Officer)

Certification of Chief Financial Officer Pursuant to 18 U.S.C. § 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Frontier Group Holdings, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (1) The Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2024 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 29, 2024

/s/ Mark C. Mitchell

Mark C. Mitchell

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.1(a)

EXECUTION VERSION

DATED AS OF SEPTEMBER 26, 2024

VERTICAL HORIZONS JSA LIMITED,
AS BORROWER,

JSA INTERNATIONAL U.S. HOLDINGS, LLC,
AS LENDER,

JSA INTERNATIONAL U.S. HOLDINGS, LLC,
AS ADMINISTRATIVE AGENT,

AND

BANK OF UTAH,
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY
AS SECURITY TRUSTEE

CREDIT AGREEMENT
IN RESPECT OF THE PDP FINANCING OF
*** AIRBUS AIRCRAFT

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Clause

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Exhibit A Funding Notice

Exhibit B Loan Assignment Agreement

Exhibit C Form of Step-In Agreement

Exhibit D-1 Form of US Tax Compliance Certificate (For Foreign Lenders That Are Not Partnerships For US Federal Income Tax Purposes)

Exhibit D-2 Form of US Tax Compliance Certificate (For Non-US Participants That Are Not Partnerships For US Federal Income Tax Purposes)

Exhibit D-3 Form of US Tax Compliance Certificate (For Non-US Participants That Are Partnerships For US Federal Income Tax Purposes)

Exhibit D-4 Form of US Tax Compliance Certificate (For Foreign Lenders That Are Partnerships For US Federal Income Tax Purposes)

Exhibit E Form of Loan Certificate

Exhibit F Form of Compliance Certificate

Exhibit G Form of Notice of Aircraft Schedule Amendment

Schedule I Amended And Restated Aircraft Schedule

THIS CREDIT AGREEMENT dated as of September 26, 2024 (this "**Agreement**") is among

- (1) VERTICAL HORIZONS JSA LIMITED, an exempted company incorporated with limited liability under the laws of the Cayman Islands whose registered office is at the offices of Walkers Fiduciary Limited, 190 Elgin Avenue, Grand Cayman KY1-9008, Cayman Islands (the "**Borrower**");
- (2) JSA INTERNATIONAL U.S. HOLDINGS, LLC (the "**Initial Lender**", along with any permitted assigns after the date hereof, the "**Lenders**");
- (3) JSA INTERNATIONAL U.S. HOLDINGS, LLC, as the Administrative Agent acting on behalf of the Lenders (the "**Administrative Agent**"); and
- (4) BANK OF UTAH, not in its individual capacity but solely as Security Trustee acting on behalf of the Administrative Agent and the Lenders.

WHEREAS, following the execution and delivery of this Agreement, the Borrower, the Security Trustee and the Administrative Agent shall enter into that certain Mortgage and Security Agreement on or around the date hereof (the "**Mortgage**") pursuant to which the Borrower agrees, among other things, that Loan Certificates issued hereunder and all other obligations to the Lenders and/or any Agent hereunder or under any other Operative Document will be secured by the mortgage and security interest granted by the Borrower in favor of the Security Trustee with respect to the Aircraft Pool;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. CERTAIN DEFINITIONS

- 1.1 Except as otherwise defined in this Agreement, including its annexes, schedules and exhibits, terms used herein in capitalized form shall have the meanings attributed thereto in Annex A.
- 1.2 Unless the context otherwise requires, any reference herein to any of the Operative Documents refers to such document as it may be modified, amended or supplemented from time to time in accordance with its terms and the terms of each other agreement restricting the modification, amendment or supplement thereof.
- 1.3 The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate, Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will

be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. LOANS; BORROWING DATES; CLOSING PROCEDURE

- 2.1 Subject to the terms and conditions of this Agreement, including the satisfaction of the conditions precedent in Clauses 4.1 and 4.2, as applicable, the Lenders agree to make a secured loan to the Borrower (each, a "**Loan**") on (i) the Effective Date (the "**Initial Borrowing Date**"), in the amount of \$130,000,000 (the "**Initial Loan**"), and (ii) a date to be specified by the Borrower pursuant to Clause 2.3(a) which shall be prior to the [***] anniversary of the Effective Date, in the amount of \$20,000,000 (each, a "**Borrowing Date**"). Except as provided in Clauses 5.13 and 5.14, each Loan shall be a SOFR Loan; provided that any Loan that is deemed to be an ABR Loan as provided herein shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.
- 2.2 If any Lender shall default in its obligation to make the amount of its Commitment available pursuant to Clause 2.1, [***]. Without limiting the above, if the Administrative Agent disburses the amount of the Lender's Loan without first having received funds from a defaulting Lender, then such defaulting Lender hereby agrees to indemnify the Administrative Agent against any loss it may incur as a result of such failure to fund by such defaulting Lender.
- 2.3 As more particularly specified in Clause 5.2, the Borrower shall upon request execute and deliver to each Lender a Loan Certificate to evidence such Lender's Loan. Each Loan shall be evidenced by this Agreement, any Loan Certificate with respect thereto, and notations made from time to time by the Lenders in its books and records, including computer records. The Lenders shall record in their books and records, including computer records, the principal amount of the Loans owing to them from time to time. Absent evidence to the contrary, the Lender's books and records shall constitute presumptive evidence of the accuracy of the information contained therein. Failure by any Lender to make any such notation or record shall not affect the obligations of the Borrower to such Lender with respect to the repayment of its Loans.

- (a) The Borrower agrees to give the Administrative Agent written notice in respect of any Loans (the **Funding Notice**"), [***], or such shorter period as may be acceptable to the Administrative Agent, prior to each Borrowing Date, such notice to be received by the Administrative Agent prior to [***], and which shall be in substantially the form of Exhibit A. On the Initial Borrowing Date, the Lenders shall make Loans relating to certain Aircraft for which Advances were paid by or on behalf of the Borrower prior to the Initial Borrowing Date in the amounts equal to the applicable Financed Amounts. The proceeds of such Loans shall be paid to the Borrower; provided, however, that the Borrower shall have paid all Advances relating to any such Aircraft that were due and payable prior to the Initial Borrowing Date, and the Borrower shall remain responsible (and shall not be reimbursed from the proceeds of the Initial Loan) for the Advances in an amount equal to the Equity Contributions applicable as of the Initial Borrowing Date for each such Aircraft.
- (b) In the event that any Loan shall not be consummated in accordance with the terms hereof on the Effective Date or the Borrowing Date specified in a Funding Notice, the Lenders and the Borrower shall cooperate with each other to arrange a mutually acceptable postponement of such date (the "**Delayed Borrowing Date**"). [***].

2.4 On the Initial Borrowing Date, subject to the satisfaction of the conditions precedent set forth in Clause 4.1, the Initial Lender, through or on behalf of the Administrative Agent, agrees to transfer the amount of the Initial Loan under this Agreement to such account as the Borrower shall direct the Administrative Agent in writing to reimburse Borrower for a portion of previously funded Purchase Price Installments. On each other Borrowing Date for each subsequent Loan specified in the Funding Notice referred to in Clause 2.3, subject to the terms and conditions of this Agreement, the Lenders, through or on behalf of the Administrative Agent, agree to transfer the applicable Loan amount by wiring such amounts to the account or accounts specified in the applicable Funding Notice. The Borrower agrees that the actual transfer of the proceeds of Loans to the bank designated by the Borrower shall constitute conclusive evidence that the Loans were made.

2.5 Prior to the Scheduled Delivery Date of each Aircraft, subject to Clause 3.5, the Borrower shall use commercially reasonable efforts to satisfy the Substitution Requirement with respect to such Aircraft or otherwise reallocate Loans with respect to such Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool; provided, that, the Borrower shall not replace any Removed Aircraft (as defined below) with, or reallocate Loans to future pre-delivery payments with respect to, any Aircraft carrying Engines manufactured by CFM International, Inc. prior to the CFM Allocation Date. Subject to satisfaction of the Substitution Requirement, the Borrower will be permitted at any time to remove a particular Aircraft described in the Aircraft Schedule (a "**Removed Aircraft**") and replace it with an aircraft from the Assigned Aircraft Schedule (the "**Substituted Aircraft**"); provided, that the Borrower will be permitted to remove a

particular Aircraft described in the Aircraft Schedule without replacing such Aircraft by (i) providing applicable Cash Collateral in accordance with Clause 2.6 or (ii) depositing funds in the Restricted Account in accordance with Clause 2.7. Notwithstanding anything to the contrary set forth herein, (a) the Aircraft Pool at any given time shall not exceed [***] Aircraft and (b) no more than [***] Aircraft shall be financed hereunder at any given time. Any update to the Aircraft Schedule pursuant to this Clause 2.5, shall be effective for all purposes hereunder on the earlier of (x) the Delivery Date of the Removed Aircraft and (y) such earlier date as may be specified by the Borrower in writing.

- 2.6 In the event the Borrower does not substitute a Removed Aircraft in accordance with Clause 2.5 or otherwise allocate Loans with respect to a Removed Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool, the Borrower shall, subject to Clause 2.7, within [***] following the Delivery Date of such Removed Aircraft, deposit in an Eligible Account (the "**Cash Collateral Account**"), cash in an amount equal to the aggregate amount of all Loans made in respect of the Removed Aircraft (the "**Cash Collateral**"); provided, that, in the alternative, the Administrative Agent may require the Borrower to deposit such amount in a Restricted Account pursuant to Clause 2.7. Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of the Security Trustee elsewhere in this Agreement or under Law or pursuant to any Operative Document, the Security Trustee may immediately or at any time thereafter, without notice to the Borrower, use, enforce, apply and/or retain all or part of the Cash Collateral in or towards the payment or discharge of any matured obligation owed by the Borrower under this Agreement or any other Operative Documents, in such order as the Majority Lenders shall direct.
- 2.7 In the event the Borrower does not substitute an Aircraft in accordance with Clause 2.5 or otherwise allocate Loans with respect to a Removed Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool, in each case, within [***] following the Delivery Date of such Removed Aircraft, the Borrower shall promptly, and in any event, within [***] following receipt of written request from the Administrative Agent, deposit in a restricted deposit account in the sole dominion and control of the Administrative Agent (the "**Restricted Account**"), cash in an amount equal to the amount of Cash Collateral that would have been required to be deposited pursuant to Clause 2.6 (the "**Restricted Funds**"). The amount of any Restricted Funds shall be deemed a prepayment of the Loans and shall reduce the outstanding principal amount of the Loans; provided, that any Restricted Funds shall bear interest at a rate per annum equal to the Restricted Account Rate and the Borrower shall pay to the Administrative Agent, in arrears, interest accrued on any Restricted Funds on each applicable Interest Payment Date. In the event an Advance is due and payable to Airbus in accordance with the Assigned Purchase Agreement, the Administrative Agent shall, following receipt of written request from the Borrower not less than [***] prior to such payment date, release Restricted Funds to the Borrower in the amount of such Advance, not less than [***] prior to such payment date; provided, that if any Restricted Funds are not released within [***] of deposit, such funds shall promptly be deposited in a Cash Collateral Account.

Upon release or deposit into the Cash Collateral Account, such Restricted Funds shall immediately be deemed a Loan hereunder for all purposes, and shall accrue interest from such date in accordance with Clause 5.2(b).

3. FEES; CANCELLATION OF FACILITY AMOUNT

- 3.1 Each Loan Certificate shall bear interest and be repaid in accordance with the applicable terms of this Agreement and the Mortgage.
- 3.2 The Borrower shall pay to the Administrative Agent for the account of the Lenders, the fees set forth in the relevant Fee Letter.
- 3.3 The Borrower shall pay to the Administrative Agent for the account of each Lender, the Commitment Fee quarterly in arrears on the last Business Day of each March, June, September and December commencing after the Effective Date, based on the daily average of the undrawn portion of the Commitment during such period, calculated daily on the basis of a year of 360 days and the actual number of days elapsed.
- 3.4 The Borrower shall pay to the Administrative Agent for the account of the Administrative Agent, an amount equal to [***] on the Effective Date, and shall pay an amount equal to [***] to the Administrative Agent on each yearly anniversary of the Effective Date until the date on which the Security Trustee releases the Collateral from the Lien of the Mortgage in accordance with Clause 7.1 of the Mortgage.
- 3.5 In the event that the Borrower has requested an extension of the Original Maturity Date but the Lenders reject an extension request or do not deliver an Extension Notice by the Extension Notice Deadline pursuant to Clause 5.2(g), the Borrower may by written notice to the Administrative Agent (a "**Wind Down Notice**"), delivered within [***] following such rejection or the Extension Notice Deadline, as applicable, extend the Original Maturity Date by [***].
- 3.6 During the Wind Down Period, the Borrower, by written notice to each Lender and the Administrative Agent, may opt to repay the facility on each Delivery Date by the amount of the Loan with respect to the Aircraft delivered on such Delivery Date; provided that such written notice, specifying the applicable amount of such repayment, shall be delivered to the Administrative Agent and each Lender not less than [***] prior to such Delivery Date.

4. CONDITIONS

4.1 Conditions Precedent to the Effectiveness of this Agreement and the Initial Loan

It is agreed that the effectiveness of each Lender's obligations pursuant to this Agreement and the Initial Lender's obligation to make the Initial Loan are subject to the satisfaction prior to or on the Effective Date of the following conditions precedent and the occurrence of the Initial Loan by the Initial Lender on the Effective Date shall be conclusive and

binding evidence that such conditions precedent has been satisfied or waived by the Lenders:

- (a) The following documents shall have been duly authorized, executed and delivered by the party or parties thereto, shall each be reasonably satisfactory in form and substance to the Administrative Agent and shall be in full force and effect and executed counterparts shall have been delivered to the Administrative Agent and its counsel:
 - (i) this Agreement;
 - (ii) the Mortgage;
 - (iii) each Guarantee;
 - (iv) the Share Charge;
 - (v) each Lender's Loan Certificate;
 - (vi) the Servicing Agreement;
 - (vii) the Subordinated Loan Agreement;
 - (viii) the Option Agreement;
 - (ix) the Process Agent Appointment;
 - (x) the Step-In Agreement;
 - (xi) the Assignment Agreement;
 - (xii) the Re-Assignment Agreement; and
 - (xiii) the Assigned Purchase Agreement.
- (b) The Administrative Agent shall have received the following, in each case in form and substance satisfactory to it:
 - (i) the memorandum and articles of association of the Borrower, a certificate of good standing of the Borrower, the certificate of incorporation of the Borrower, the declaration of trust in respect of the shares of the Borrower (as amended) and a copy of resolutions of the board of directors of the Borrower duly authorizing the execution, delivery and performance by the Borrower of this Agreement, the Mortgage and each other document required to be executed and delivered by the Borrower on the Effective Date, each certified by a director of the Borrower;
 - (ii) [reserved];

- (iii) an officer's certificate from an officer of each Guarantor (a) attaching copies of the constituent documents of such Guarantor, (b) attaching copies of the resolutions of the board of directors of such Guarantor, certified by an officer of such Guarantor, duly authorizing the execution, delivery and performance by such Guarantor of the Guarantee made by such Guarantor, and the Subordinated Loan Agreement, the Assignment Agreement, the Step-In Agreement, the Engine Agreements, the Option Agreement, the Servicing Agreement (in each case to the extent it is a party to such Operative Document) and each other document required to be executed and delivered by such Guarantor on the Effective Date, (c) a certificate of good standing of such Guarantor, and (d) listing the Person or Persons authorized to execute and deliver the Operative Documents, and any other documents to be executed on behalf of such Guarantor in connection with the transactions contemplated hereby, including a sample signature of such Person or Persons;
 - (iv) a certificate of the Borrower as to the Person or Persons authorized to execute and deliver the Operative Documents, and any other documents to be executed on behalf of the Borrower in connection with the transactions contemplated hereby and as to the signature of such Person or Persons.
- (c) The Administrative Agent shall have received a certificate of the Borrower that the aggregate amount of Financed Amounts together with all Equity Contributions in connection with each Aircraft, shall be sufficient when paid to Airbus in accordance with this Agreement to satisfy the obligations of the Borrower with respect to all Advances due and payable for each such Aircraft.
 - (d) Uniform Commercial Code financing statements covering all the security interests created by or pursuant to the granting clause of the Mortgage shall have been delivered by the Borrower, and such financing statements shall have been filed in all places deemed necessary or advisable in the opinion of counsel for the Lenders, and any additional Uniform Commercial Code financing statements deemed advisable by the Lenders or its counsel shall have been delivered by the Borrower and duly filed.
 - (e) Evidence shall have been delivered of the entry into the Parent's register of mortgages and charges of the Share Charge (other than in respect of such entry in anticipation of the Share Charge).
 - (f) All documentation required to accomplish any necessary or advisable filings or registrations in the Cayman Islands shall have been delivered to local Cayman Islands counsel, and such registrations shall be initiated and there shall exist no Lien of record in respect of the Collateral that ranks in priority to the Lien of the Mortgage and the other Operative Documents.

- (g) The Administrative Agent shall have received an opinion addressed to the Lenders, and the Administrative Agent from one or more special counsel to the Borrower, in each applicable jurisdiction (including in the Cayman Islands and New York), with such opinions reasonably satisfactory in form and substance to the Lenders, as to the valid, binding and enforceable nature of the Operative Documents in place on the Effective Date, due execution by the Borrower, each Guarantor, and the creation and perfection in the Collateral assigned and charged pursuant to the Mortgage and Share Charge.
- (h) The Administrative Agent shall have received an incumbency certificate together with a company extract evidencing the signing authority of the persons named in the incumbency certificate or such other evidence as shall be reasonably satisfactory to the Lenders as regards the signing authority of Airbus.
- (i) The Administrative Agent shall have received an incumbency certificate together with a company extract evidencing the signing authority of the persons named in the incumbency certificate or such other evidence as shall be reasonably satisfactory to the Lenders as regards the signing authority of the Engine Manufacturer.
- (j) The Administrative Agent shall have received the amounts due and payable pursuant to Clause 3.2 and 3.4.
- (k) The Administrative Agent and the Lenders shall have (i) received its customary "know your customer" documentation completed by the Borrower, Parent, and/or each Guarantor, as the case may be and (ii) completed and be satisfied with its business and legal due diligence review of the Obligors and the transactions contemplated hereby.
- (l) The Administrative Agent shall have received a copy of the Assigned Purchase Agreement in the form agreed between the Borrower, Airbus and the Administrative Agent. The Administrative Agent shall not have received any notice, nor shall it otherwise be aware, that an Airbus Termination Event has occurred and is continuing, and the Administrative Agent shall be satisfied (acting reasonably) that the Assigned Purchase Agreement is in full force and effect.
- (m) The Administrative Agent shall have received a certificate from the Borrower confirming that payment to Airbus of the Loans will to the extent of such payments satisfy the pre-delivery payment obligations of the Borrower to Airbus.
- (n) The Administrative Agent shall have received an audited consolidated balance sheet and related statements of Frontier Group Holdings and its subsidiaries at and as of the end of the fiscal year of such Guarantor ended December 31, 2023, together with an audited consolidated statement of income for such fiscal year, each of which shall be prepared in accordance with GAAP.

- (o) The Initial Lender shall have received written confirmation from Airbus:
 - (i) that the details of the Advances, the due dates thereof, and the Financed Amounts in respect thereof, are set out in the Aircraft Schedule and the Assigned Aircraft Schedule are true and accurate, which confirmation may be provided in the Step-In Agreement; and
 - (ii) that no Airbus Termination Event (as defined in the Step-In Agreement) has occurred.
- (p) The Borrower shall discharge its obligations under the Fee Letter as such obligations are due to be performed.
- (q) The Administrative Agent shall have received a certificate of a director of the Borrower, certifying that on the Initial Borrowing Date, (A) the representations and warranties of the Borrower contained in Clause 7 are true and accurate in all material respects (without duplication of any materiality qualifier contained therein) as though made on and as of such date except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall be true and accurate in all material respects (without duplication of any materiality qualifier contained therein) on and as of such earlier date), (B) no event has occurred or is continuing which constitutes (or would, with the passage of time or the giving of notice or both, constitute) an Event of Default, and (C) no material adverse change in the financial condition or operations of Frontier and its Affiliates has occurred which taken as a whole would have a material adverse effect on the ability of Frontier or the Borrower, to carry on its business or to perform its obligations under the Agreement or any other Operative Documents.
- (r) The Administrative Agent shall have received a copy of any other Authorization which the Administrative Agent reasonably considers to be necessary following advice from its legal advisors (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

The Borrower shall discharge or shall procure the discharge of all fees payable to the Parent in respect of the Borrower and the transaction as such obligations are due to be performed in accordance with the Operative Documents.

4.2 Conditions Precedent to the Lenders' Making Loans After the Initial Loan

It is agreed that the obligations of the Lenders to make Loans to the Borrower (other than the Initial Loan) is subject to the satisfaction prior to or on the Borrowing Date for such Loan of the following conditions precedent:

- (a) The Administrative Agent shall have received a Funding Notice with respect to the Borrowing Date for such Loan pursuant to Clause 2 (or shall have waived such notice either in writing or as provided in Clause 2).
- (b) A certificate of a director of the Borrower, certifying that on such Borrowing Date, (A) the representations and warranties of the Borrower contained in Clause 7 are true and accurate in all material respects as though made on and as of such date except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall be true and accurate on and as of such earlier date) and (B) no event has occurred or is continuing which constitutes (or would, with the passage of time or the giving of notice or both, constitute) an Event of Default.
- (c) The Administrative Agent shall have received for the account of the Lenders all fees specified in Clauses 3.3 and 3.4 that are due and payable on or prior to such Borrowing Date.
- (d) The Administrative Agent shall not have received any notice, or is not otherwise aware, that an Airbus Termination Event has occurred and is continuing, and the Administrative Agent is satisfied (acting reasonably) that the Assigned Purchase Agreement is in full force and effect.
- (e) The Administrative Agent shall be satisfied that the Liens constituted by the relevant Operative Documents which purport to create such Liens and which are required pursuant to the terms of this Agreement are in full force and effect and have been fully perfected.
- (f) Each Guarantee shall be in full force and effect.
- (g) The Loans have not become due and payable or will not, with the passing of time, become due and payable pursuant to Clause 5.9(d) or (e).

4.3 Post-Effective Date Matters

- (a) No later than [***] after the Effective Date, the Administrative Agent shall have received a fully executed account control agreement, among the Security Trustee, Borrower, and the applicable Eligible Institution, with respect to the Cash Collateral Account, which shall be in form and substance satisfactory to Administrative Agent in its sole discretion.
- (b) No later than [***] after the Effective Date, the Administrative Agent shall have received a fully executed Engine Agreement with International Aero Engines, LLC, which shall be in form and substance satisfactory to Administrative Agent in its sole discretion.

5. THE CERTIFICATES

5.1 Form of Loan Certificates

The Loan Certificates shall each be substantially in the form specified in Exhibit E.

5.2 Terms of Loan Certificates; Loans

- (a) On the Effective Date, the Borrower shall issue a Loan Certificate to the Initial Lender in an aggregate original principal amount equal to the Maximum Commitment.
- (b) Each Loan shall bear interest at a rate per annum equal to the Applicable Rate in effect for such Interest Period. The Borrower shall pay, in arrears, interest accrued in the relevant Interest Period in Dollars on the outstanding principal balance of each Loan on the applicable Interest Payment Date for such Loan. The Interest Periods for the Loans can vary in accordance with the definition of Interest Period. Interest shall be payable with respect to the first but not the last day of each Interest Period and shall be payable from (and including) the date of (i) the making of a Loan or (ii) the immediately preceding Interest Payment Date, as the case may be, to (and excluding) the next succeeding Interest Payment Date. Interest hereunder and under the Loan Certificates shall be calculated on the basis of a year of 360 days and actual number of days elapsed.
- (c) If any sum payable under the Loan Certificates or under the Mortgage falls due on a day which is not a Business Day, then such sum shall be payable on the next succeeding Business Day.
- (d) The outstanding principal amount of each Loan shall be due and payable on the Maturity Date, unless any such Loan is permitted to be repaid prior to the Maturity Date in accordance with Clause 3.5.
- (e) Each Loan Certificate shall bear interest at the Past Due Rate on any principal thereof and, to the extent permitted by Applicable Law, interest (other than interest accrued at the Past Due Rate) and other amounts due thereunder and hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for any period during which the same shall be overdue, payable on demand by such Lender given through the Administrative Agent.
- (f) The Loan Certificates shall be executed on behalf of the Borrower by one of its authorized officers. Loan Certificates bearing the signatures of individuals who were at any time the proper officers of the Borrower shall bind the Borrower, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Loan Certificates or did not hold such offices at the respective dates of such Loan Certificates. No Loan Certificates shall be issued hereunder except those provided for in Clause 5.2(a) and any Loan

Certificates issued in exchange or replacement therefor pursuant to the terms of this Agreement.

- (g) Upon the written request of the Borrower, which shall be no later than the applicable Extension Request Deadline, the Lenders shall have the right in their sole discretion to extend the Maturity Date by two (2) years by delivering an Extension Notice to the Borrower no later than [***] following receipt of such written request from the Borrower (the "**Extension Notice Deadline**"). Any such extension shall require the unanimous consent of all Lenders, each acting at their own discretion.

5.3 Taxes

- (a) Any and all payments by or on account of any obligation of the Borrower hereunder to the Lenders, the Administrative Agent or the Security Trustee, under the Loan Certificates and each other Operative Document shall be made free and clear of and without deduction or withholdings for any Taxes, except as required by Applicable Law; provided that if the applicable withholding agent shall be required to deduct any Indemnified Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this Clause 5.3) the Security Trustee, the Administrative Agent and each Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall pay the full amount deducted to the relevant Governmental Entity in accordance with Applicable Law.
- (b) In addition, the Borrower shall, or shall cause the Security Trustee to, pay any Indemnified Taxes or Taxes addressed in Clause 5.3(j) to the relevant Governmental Entity in accordance with Applicable Law and shall indemnify the Security Trustee, the Administrative Agent and each Lender on an After-Tax Basis within [***] after written demand therefor, for the full amount of any Indemnified Taxes paid by the Security Trustee, the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Clause) and, other than any of the following to the extent (but only to the extent) resulting from the gross negligence or willful misconduct of the Security Trustee, the Administrative Agent or such Lender, any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes are correctly or legally imposed or asserted by the relevant Governmental Entity. Determinations and calculations made by a Lender with respect to an indemnity due hereunder shall be conclusive absent manifest error, provided that such determinations and calculations are made on a reasonable basis.

- (c) As soon as practicable after any payment of Taxes by the Borrower to a Governmental Entity, the Borrower shall, or shall cause the Security Trustee to, deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Entity evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.
- (d) Any Person that at any time is entitled to an exemption from or reduction of any Indemnified Tax, at the request of the Borrower or the Security Trustee, shall deliver to it (with a copy to the Administrative Agent) such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Security Trustee as will permit the utilization of such exemption or reduction, provided that, other than such documentation set forth in paragraphs (d)(i), (d)(ii), and (I) of this Clause 5.3, such Person has determined in its reasonable good faith judgment that to do so will not result in any adverse consequences to such Person, unless the adverse consequence can be cured through an indemnity (such determination to be made by such Person in its reasonable good faith judgment), and such Person is indemnified for any adverse consequence by the Borrower in a manner reasonably satisfactory to such Person.
 - (i) any Lender that is a U.S. Person shall deliver to the Borrower or the Security Trustee (with a copy to the Administrative Agent) on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Security Trustee), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;
 - (ii) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower or the Security Trustee (with a copy to the Administrative Agent) (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Security Trustee), whichever of the following is applicable:
 - (A) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Operative Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Operative Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or

reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

- (B) executed copies of IRS Form W-8ECI;
 - (C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or
 - (D) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-2 or Exhibit D-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit D-4 on behalf of each such direct and indirect partner;
- (iii) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower or the Security Trustee (with a copy to the Administrative Agent) (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Security Trustee), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Security Trustee to determine the withholding or deduction required to be made.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower or the Security Trustee in writing of its legal inability to do so.

- (e) If the Borrower becomes obligated to pay any Indemnified Taxes pursuant to this Clause 5.3, each applicable Lender and the Administrative Agent hereby agrees to cooperate with the Borrower, as described in Clauses 5.11(d).
- (f) If any party receives a refund of any Taxes as to which it has been indemnified pursuant to this Clause 5.3 (including by the payment of additional amounts pursuant to this Clause 5.3), such party shall, as soon as reasonably practicable, pay to the indemnifying party the amount of such refund received on such refund and not in excess of amounts previously paid by the indemnifying party to the indemnified party pursuant to this Clause 5.3, net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than interest received on such refund from the relevant Governmental Authority). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.
- (g) Each Lender hereby agrees to indemnify the Borrower, the Security Trustee, or any other applicable withholding agent, as the case may be, for any Taxes of a type collected by way of withholding which the Borrower, the Security Trustee or such withholding agent fails to withhold on payments to such Lender as a direct result of the failure of such Lender to provide the form or certificate required to be provided by such Lender under Clause 5.3(d) or the invalidity of any such form or certificate required to be provided by such Lender under Clause 5.3(d).
- (h) Without limiting the foregoing, each Person that is an assignee of a Lender pursuant to Clause 5.6 and/or Clause 19.3(d) shall, upon the effectiveness of such transfer, be required to provide all of the forms and statements to the extent required pursuant to this Clause 5.3.

- (i) The Borrower will pay to each Indemnitee interest at the Applicable Rate, to the extent permitted by Applicable Law, on any amount not paid when due under this Clause 5.3 until the same shall be paid.
- (j) The Borrower agrees to pay any present or future stamp or documentary Taxes or any other license, excise or property Taxes (i) imposed by any taxing authority which may arise from the registration, filing, recording, or perfection of any security interest of or in connection with this Agreement or the other Operative Documents or (ii) imposed by any taxing authority in connection with an Event of Default. The Borrower will provide appropriate documentation, including receipts if available, when requested to evidence payment by the Borrower of any such Taxes.
- (k) All consideration expressed to be payable under an Operative Document by any party to any Finance Party shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by any Finance Party to any party in connection with an Operative Document, that party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT. Where an Operative Document requires any party to reimburse the Lender for any costs or expenses, that party shall also at the same time pay and indemnify the Lender against all VAT incurred by the Lender in respect of the costs or expenses to the extent that the Lender reasonably determines that neither it nor any other member of any group of which it is a member for VAT purposes is entitled to credit or repayment from the relevant Tax authority in respect of the VAT.
- (l) If a payment made to a Lender under any Operative Document would be subject to withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Security Trustee at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Security Trustee such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Security Trustee as may be necessary for the Borrower and the Security Trustee to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (l), "FATCA" shall include all amendments made to FATCA after the Effective Date.
- (m) On or before the date the Administrative Agent (or any successor thereto) becomes a party to this Agreement, the Administrative Agent shall provide the Borrower with a properly completed and executed copy of, if it is a U.S. Person, IRS Form W-9 (or any successor form) certifying that it is exempt from U.S.

federal backup withholding, or, if it is not a U.S. Person, (1) a properly completed and executed copy of IRS Form W-8ECI (or any successor form) with respect to payments to be received by it as a beneficial owner and (2) a properly completed and executed IRS Form W-8IMY (or any successor form) (together with required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, certifying that, for such purpose, it is either (a) a “qualified intermediary” assuming primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility for payments it receives on behalf of others or (b) a U.S. branch and that payment it receives for others is not effectively connected with the conduct of a trade or business in the United States and that has agreed to be treated as a U.S. Person for U.S. federal tax purposes. Such Administrative Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Administrative Agent in writing of its legal inability to do so.

5.4 Distribution of Funds Received

- (a) The Administrative Agent shall maintain records of all amounts paid to it by the Borrower hereunder.
- (b) Provided that no Event of Default has occurred and is then continuing, each installment of interest payable on the Loan Certificates shall be distributed as promptly as possible on or after the date that such amount is actually received by the Administrative Agent from the Borrower:

First, to the Lenders ratably, without priority of one over the other, to the payment in full of (A) the aggregate amount of interest due under the Loan Certificates in an amount equal to (i) accrued interest at the rate provided in each Loan Certificate, (ii) any overdue interest thereon, and (iii) the breakage costs, if any, and (B) any other amounts (other than principal) then due and owing to the Lenders or any Agent hereunder and under the other Operative Documents;

Second, the balance, if any, thereof thereafter remaining to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

- (c) Provided that no Event of Default has occurred and is then continuing, each payment made by the Borrower as repayment of Loans shall be distributed as promptly as possible on or after the date that such amount is actually received by the Administrative Agent from the Borrower:

First, to the Lenders ratably, without priority of one over the other, to the payment in full of (A) the aggregate amount of interest due under the Loan Certificates in respect of such Aircraft being in an amount equal to (i) accrued interest at the rate provided in each Loan Certificate, and (ii) any overdue interest thereon plus the breakage costs, if any, due to the Lenders in respect of such

payment, and (B) any other amounts (other than principal) then due and owing to the Lenders or any Agent hereunder and under the other Operative Documents;

Second, to the Lenders ratably, without priority of one over the other, to the payment in full of the outstanding principal amount of the Loans in respect of such Aircraft made by the Lenders which is being repaid;

Third, the balance, if any, thereof thereafter remaining to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

- (d) Upon any partial repayment of the Loan Certificates pursuant to Clause 5.10(a) hereof, the amount paid by Borrower shall be applied against the amounts which Borrower is obligated to pay in connection with such prepayment pursuant to Clause 5.10(a) (it being understood that no prepayment shall be permitted under Clause 5.10(a) unless the Borrower pays a sufficient amount to satisfy the amounts owed by it under Clause 5.10(a) in connection with such prepayment).
- (e) After an Event of Default shall have occurred, and so long as such Event of Default shall be continuing, amounts actually received by the Security Trustee from the Borrower and all proceeds resulting from any sale of any of the Collateral shall be applied in the following order of priority:

First, to the extent not theretofore paid by or on behalf of the Borrower, to pay all costs and expenses of each Agent incurred in connection with the performance of its duties hereunder or under any other Operative Document, including reasonable attorneys' fees and expenses, and all costs and expenses incurred by the Security Trustee in connection with its entering upon, taking possession of, holding, operating, managing, selling or otherwise disposing of the Collateral or any part thereof, any and all Taxes, assessments or other charges of any kind prior to the Lien of any Operative Document that the Security Trustee determined in good faith to pay or be paid, and all amounts payable to each Agent hereunder or under any of the Operative Documents in respect of any indemnities or other obligations of the Borrower;

Second, to the Lenders ratably, without priority of one over the other, to the payment of all accrued and unpaid interest (including the breakage costs, if any, and interest on account of overdue payments of principal and interest) then due the Lenders under this Agreement or any of Loan Certificates;

Third, to the Lenders ratably, without priority of one over the other, to the payment in full of the principal amount of the Loan Certificates;

Fourth, to the Lenders ratably, without priority of one over the other, to the payment of any other amount, indebtedness or obligations (other than principal) due and payable to the Lenders under any Operative Documents;

Fifth, the balance, if any, thereof thereafter remaining, to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

If the Security Trustee purchases and subsequently sells any Aircraft to a third party (or otherwise disposes of any of its rights under the Operative Documents relating to such Aircraft), any net sale proceeds (after deduction of all relevant costs, including maintenance, storage and insurance) which exceed the Loan allocable to such Aircraft to the extent actually received by the Security Trustee shall be distributed under this Clause (e).

5.5 Method of Payment

- (a) Principal and interest and other amounts due hereunder or under the Loan Certificates or in respect hereof or thereof shall be payable in Dollars in immediately available funds prior to [***], on the due date thereof, to the Administrative Agent and the Administrative Agent shall, subject to the terms and conditions of Clause 5.4, remit all such amounts so received by it to the Lenders at such account or accounts at such financial institution or institutions in New York as the Lenders shall have designated to the Administrative Agent in writing, in immediately available funds for distribution to the relevant Lenders.
- (b) All such payments by the Borrower and the Administrative Agent shall be made free and clear of and without reduction on account of all wire and other like charges. Prior to the due presentment for registration of transfer of any Loan Certificate, the Borrower and the Administrative Agent may deem and treat the Person in whose name any Loan Certificate is registered on the Certificate Register as the absolute owner of such Loan Certificate for the purpose of receiving payment of all amounts payable with respect to such Loan Certificate and for all other purposes whether or not such Loan Certificate shall be overdue, and neither the Borrower nor the Administrative Agent shall be affected by any notice to the contrary.
- (c) If the Administrative Agent disburses funds on a payment date without first having received funds from the Borrower and if the Borrower subsequently fails to make such payment before the end of the day, then on the next succeeding Business Day following demand from the Administrative Agent, each Lender which has received such funds will refund to the Administrative Agent the amount advanced by the Administrative Agent which such Lender received.

5.6 Registration, Transfer and Exchange of Loan Certificates

- (a) The Administrative Agent agrees with the Borrower that the Administrative Agent shall keep a register (herein sometimes referred to as the "**Certificate Register**") in which provision shall be made for the registration of Loan Certificates.

- (b) Prior to the due presentment for registration of the transfer of any Loan Certificate, the Borrower and the Administrative Agent shall deem and treat the person in whose name such Loan Certificate is registered on the Certificate Register as the absolute owner of such Loan Certificate, and the Lender for the purpose of receiving payment of all amounts payable with respect to such Loan Certificate, and for all other purposes whether or not such Loan Certificate is overdue, and neither the Borrower nor the Administrative Agent shall be affected by notice to the contrary.
- (c) The Certificate Register shall be kept at the office of the Administrative Agent specified in this Agreement or at the office of any successor Administrative Agent, and the Administrative Agent is hereby appointed "Certificate Registrar" for the purpose of registering Loan Certificates and transfers of Loan Certificates as herein provided.
- (d) Upon surrender for registration of transfer of any Loan Certificate at the office of the Administrative Agent specified in this Agreement and upon delivery by the Administrative Agent to the Borrower of such surrendered Loan Certificate, the Borrower shall execute, and the Administrative Agent shall deliver, in the name of the designated transferee or transferees, one or more new Loan Certificates of a like aggregate principal amount.
- (e) Each Lender may assign all or part of an interest in any Loan Certificate held by it to any Person, subject to the extent to which it may transfer its interest in any such Loan Certificate held by it in accordance with Clause 19.3(d) and (e), and such permitted transferee shall be deemed a "Lender" hereunder.
- (f) All Loan Certificates issued upon any registration of transfer or exchange of Loan Certificates shall be the valid obligations of the Borrower evidencing the same obligations, and entitled to the same security and benefits under the Mortgage and this Agreement, as the Loan Certificates surrendered upon such registration of transfer.
- (g) Every Loan Certificate presented or surrendered for registration of transfer, shall (if so required by the Administrative Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form reasonably satisfactory to the Administrative Agent duly executed by the Lender thereof or its attorney duly authorized in writing, and the Administrative Agent may require evidence reasonably satisfactory to it as to the compliance of any such transfer with the Securities Act and the securities laws of any applicable state.
- (h) The Administrative Agent shall make a notation on each new Loan Certificate or Loan Certificates of the current outstanding principal of such Loan and the date to which interest accrued on such old Loan Certificate or Loan Certificates has been paid and the extent, if any, to which any interest therein has been subject to a registered assignment.

- (i) The Administrative Agent shall not be required to register the transfer of any surrendered Loan Certificates as above provided during the [**] period preceding the due date of any payment on such Loan Certificates.
- (j) The Administrative Agent shall give the Borrower, the Security Trustee and each Lender notice of such transfer of a Loan Certificate under this Clause 5.6.
- (k) Prior to or simultaneously with the transfer by a Lender of its Loan Certificates or its interest in this Agreement, the transferee of such Lender shall notify the Borrower of its identity and of the country of which such transferee is a resident for tax purposes.

5.7 Mutilated, Destroyed, Lost or Stolen Loan Certificates

- (a) If any Loan Certificate shall become mutilated, destroyed, lost or stolen, the Borrower shall, upon the written request of the affected Lender, execute and deliver in replacement thereof, a new Loan Certificate, in the same principal amount, dated the date of such Loan Certificate.
- (b) If the Loan Certificate being replaced has become mutilated, such Loan Certificate shall be surrendered to the Administrative Agent and the original thereof shall be furnished to the Borrower by the Administrative Agent.
- (c) If the Loan Certificate being replaced has been destroyed, lost or stolen, the affected Lender shall furnish to the Borrower and the Administrative Agent such security or indemnity as may be reasonably required by them to hold the Borrower and the Administrative Agent harmless and evidence satisfactory to the Borrower and the Administrative Agent of the destruction, loss or theft of such Loan Certificate and of the ownership thereof, provided, however, that if the affected Lender is an original party to this Agreement or an Affiliate thereof, the written notice of such destruction, loss or theft and such ownership and the written undertaking of such Lender delivered to the Borrower and the Administrative Agent to hold harmless the Borrower and the Administrative Agent in respect of the execution and delivery of such new Loan Certificate shall be sufficient evidence, security and indemnity.

5.8 Payment of Expenses on Transfer

Upon the issuance of a new Loan Certificate or new Loan Certificates pursuant to Clause 5.6 or 5.7, the Borrower and/or the Administrative Agent may require from the party requesting such new Loan Certificate or Loan Certificates payment of a sum sufficient to reimburse the Borrower and/or the Administrative Agent for, or to provide funds for, the payment of any transfer or registration tax or other governmental charge of the same type in connection therewith or any charges and expenses connected with such tax or other governmental charge paid or payable by the Borrower or the Administrative

Agent, and any out of pocket expenses, including reasonable and documented legal fees (for external counsel) incurred, of the Borrower or the Administrative Agent.

5.9 Prepayment

- (a) [Reserved].
- (b) [Reserved].
- (c) [Reserved].
- (d) Upon the occurrence of a Material Event of Default, the aggregate outstanding principal amount of all Loans shall become immediately due and payable, and the Borrower shall thereupon prepay the Loan Certificates relating to such Loans, together with accrued interest thereon to the date of prepayment plus breakage costs, if any, and all other amounts due, owing and payable under the Operative Documents.
- (e) Upon the occurrence of a termination or cancellation of the Assigned Purchase Agreement with respect to any Aircraft for any reason whatsoever, the aggregate outstanding principal amount of all Loans relating to such Aircraft shall become due and payable within [***], and the Borrower shall thereupon prepay the Loan Certificates to the extent of the Loans with respect to such Aircraft, together with accrued interest thereon to, and including the date of prepayment plus breakage costs, if any, and all other amounts due under the Operative Documents with respect to such Aircraft.
- (f) In the event that a Lender is entitled to a payment under Clause 5.3, 5.11, 5.12 or 5.13 (an **'Affected Lender'**) and without prejudice to the Finance Party's rights hereunder and under the Mortgage, the Borrower, the Administrative Agent and the Affected Lender shall cooperate (at no cost to itself) for a period of [***] to restructure the Loan for the Affected Lender with a view to eliminating or reducing the need for any such payment, it being agreed that the Affected Lender shall have no obligation to proceed with such restructuring to the extent such restructuring would or may reasonably be expected to:
 - (1) result in an adverse regulatory consequence for the Affected Lender; or
 - (2) involve any unreimbursed or unindemnified cost for the Affected Lender; or
 - (3) be inconsistent with the Affected Lender's internal policies.

If no restructuring can be arranged within such time period, the Borrower may, with notice to the Affected Lender, attempt within such time period to find an entity reasonably satisfactory to the Administrative Agent to purchase the

Affected Lender's Loan Certificate and assume the Affected Lender's Commitment.

The Affected Lender shall be paid (by the purchasing entity or the Borrower) the outstanding principal balance of its Loan Certificate, all accrued and unpaid interest thereon, the breakage costs, if any, incurred (calculated as if such purchase were a prepayment of such Affected Lender's Loan Certificate) and all other amounts owed to the Affected Lender under any Operative Document as a condition precedent to such purchase. Upon such payment, such Affected Lender shall transfer its Loan Certificate to the Borrower or such other purchaser, without representation or warranty except for the absence of any Liens.

- (g) In the event the Borrower is unable to find a purchaser of the Affected Lender's Loan Certificate pursuant to clause (f) above, then, so long as no Default or Event of Default shall have occurred and be continuing on at least [***] prior written notice, the Borrower may prepay on the date specified in its notice of prepayment, in whole the Affected Lender's Loan Certificate at the principal amount thereof together with accrued and unpaid interest thereon to the date of prepayment plus the breakage costs, if any, and all other amounts due to the Affected Lender hereunder, thereunder and under the other Operative Documents.
- (h) In the event that Airbus refunds any amounts under the Assigned Purchase Agreement relating to the Aircraft, a principal amount of the Loans (and breakage costs, if any, related thereto) relating to such Aircraft equal to such refund shall become immediately due and payable.
- (i) Any notice of prepayment delivered pursuant to Clauses 5.9(d), (g) or (h) shall be irrevocable and shall identify the amount to be prepaid and the Loans relating to an Aircraft.
- (j) If the aggregate outstanding principal amount of all Loan Certificates exceeds the Facility Amount, the Loans (and all interest accrued thereon and breakage costs, if any, related thereto) shall become immediately due and payable in a principal amount equal to that which when applied, would reduce the aggregate outstanding principal amount of all Loan Certificates to below the Facility Amount.

5.10 Provisions Relating to Prepayment

- (a) Notice of prepayment having been given, the principal amount of the Loan Certificates to be prepaid, plus accrued interest thereon to the date of prepayment, together with the breakage costs, if any, shall become due and payable on the prepayment date.
- (b) On the date fixed for prepayment under Clause 5.9, immediately available funds in Dollars shall be deposited by the Borrower in the account of the Administrative Agent at the place and by the time and otherwise in the manner provided in

Clause 5.5, in an amount equal to the principal amount of Loan Certificates to be prepaid together with accrued and unpaid interest thereon to the date fixed for such prepayment, the breakage costs, if any, and all other amounts due to the Lenders under the Operative Documents.

- (c) Each Lender shall furnish to the Borrower, with a copy to the Administrative Agent, a certificate setting forth the breakage costs, if any, due to such Lender, which certificate shall be presumptively correct.
- (d) For the avoidance of doubt, amounts repaid or prepaid on account of the Loans may not be reborrowed.

5.11 Increased Costs

- (a) The Borrower shall pay directly to each Lender from time to time such amounts as such Lender may determine to be necessary to compensate such Lender on an After-Tax Basis for any increase in costs that such Lender determines are attributable to its making or maintaining of its Commitment or the Loans evidenced by its Loan Certificates or funding arrangements utilized in connection with such Loans, or any reduction in any amount receivable by such Lender hereunder or under any Operative Document in respect of any of its Commitments, such Loans or such arrangements (such increases in costs and reductions in amounts receivable (including any amounts covered by clause (b) below) being herein called "**Additional Costs**"), resulting from any Regulatory Change that:
 - (i) imposes any Tax (other than Taxes described in clauses (b) through (e) of the definition of Excluded Taxes) that is the functional equivalent of any reserve, special deposit or similar requirement of the sort covered by Clause 5.11(a)(ii); or
 - (ii) imposes or modifies any reserve, special deposit or similar requirements (including any Reserve Requirement) relating to any extension of credit or other assets of, or any deposits with or other liabilities of, such Lender, any commitment of such Lender (including, without limitation the Commitment of such Lender hereunder); or
 - (iii) imposes any other condition affecting this Agreement, the Loan Certificates (or any of such extensions of credit or liabilities) or its Commitments.
- (b) Without limiting the effect of the foregoing provisions of this Clause 5.11 (but without duplication), the Borrower shall pay directly to each Lender from time to time on request such amounts as such Lender may determine to be necessary to compensate such Lender (or, without duplication, the bank holding company of which such Lender is a subsidiary) for any increase in costs that it determines are

attributable to the maintenance by such Lender (or any lending office or such bank holding company) of capital in respect of the Commitments or Loan of such Lender hereunder, pursuant to any law or regulation or any interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful so long as compliance therewith is standard banking practice in the relevant jurisdiction) of any court or governmental or monetary authority following:

- (i) any Regulatory Change; or
- (ii) implementing any risk-based capital guideline or other similar requirement issued by any government or governmental or supervisory authority implementing at the national level the Basel Accord; or
- (iii) implementing any requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act;

in each case after the Effective Date (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Lender (or any lending office or such bank holding company) could have achieved but for such law, regulation, interpretation, directive or request). For purposes of this Clause 5.11(b), "**Basel Accord**" means the proposals for risk-based capital framework described by the Basel Committee on Banking Regulations and Supervisory Practices commonly known as Basel III, as amended, modified and supplemented and in effect from time to time, or any replacement thereof.

- (c) Clauses 5.11(d) and (e) apply in respect of this Clause 5.11.
- (d) Each Lender shall notify the Borrower of any event occurring after the Effective Date entitling such Lender to compensation under paragraph (a) or (b) of this Clause 5.11 as promptly as practicable, but in any event within [***], after such Lender obtains actual knowledge thereof; provided that (i) such Lender shall, with respect to compensation payable pursuant to this Clause 5.11 in respect of any Additional Costs resulting from such event, only be entitled to payment under this Clause 5.11 for Additional Costs incurred from and after the date that is [***] prior to the date of receipt of such notice by the Borrower, (ii) each Lender will use commercially reasonable efforts (at the Borrower's expense) to mitigate the amount of compensation under paragraph (a) or (b) of this Clause 5.11 associated with such event, including designating a different lending office for the Loan evidenced by such Lender's Loan Certificate affected by such event if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the sole opinion of such Lender, result in any economic, legal or regulatory disadvantage to such Lender, and (iii) no Lender shall discriminate against the Borrower in making any claim for compensation under this Clause 5.11, and no Lender shall treat the Borrower less favorably than such

Lender's other similarly situated borrowers. When submitting a claim pursuant to Clause 5.11, each Lender will furnish to the Borrower an officer's certificate setting forth in reasonable detail (x) the events giving rise to compensation under paragraph (a) or (b) of this Clause 5.11, (y) the basis for determining and allocating such compensation and (z) the amount of each request by such Lender for such compensation (subject, however, to any limitations such Lender may require in respect of disclosure of confidential information relating to its capital structure), together with a statement that the determinations and allocations made in respect of such compensation comply with the provisions of this Clause 5.11, including as provided by the last proviso of this paragraph (d). Determinations and allocations by any Lender for purposes of this Clause 5.11 of the effect of any Regulatory Change pursuant to Clause 5.11(a), or of the effect of capital maintained pursuant to Clause 5.11(b), on its costs or rate of return of maintaining the Loan evidenced by its Loan Certificate or its Commitment, or on amounts receivable by it in respect of its Loan Certificate, and of the amounts required to compensate such Lender under this Clause 5.11, shall be conclusive absent manifest error; provided that such determinations and allocations are made on a reasonable basis and, in the case of allocations, are made fairly.

- (e) The Borrower shall not be required to make payments under this Clause 5.11 to any Lender if (i) a claim hereunder arises solely through circumstances peculiar to such Lender and which do not affect commercial banks in the jurisdiction of organization of such Lender generally, (ii) such Lender is not seeking similar compensation for such costs from its borrowers generally in similarly situated commercial loans, or (iii) the claim arises out of a voluntary relocation by such Lender of its lending office (it being understood that any such relocation effected pursuant to this Clause 5.11 is not "voluntary").

5.12 **Illegality**

Notwithstanding any other provision of this Agreement or the Mortgage, if any Lender (an **Illegal Lender**) shall notify the Administrative Agent that the introduction after the Effective Date of or any change after the Effective Date in or in the interpretation of any law or regulation shall make it unlawful, or any central bank or other Governmental Entity asserts that it is unlawful, for such Lender to make, fund or allow to remain outstanding its Loan Certificate, then such Lender shall, promptly after becoming aware of the same, deliver to the Borrower through the Administrative Agent a certificate to that effect, and the Borrower shall, subject to Clause 5.9(f), prepay the aggregate outstanding principal amount of the Loan Certificate held by such Illegal Lender in full, together with accrued interest thereon to the date of prepayment plus the breakage costs, if any, and all other amounts due thereunder and hereunder and under the other Operative Documents to such Illegal Lender.

5.13 Inability to Determine Rates.

Subject to Clause 5.14, if, on or prior to the first day of any Interest Period for any SOFR Loan:

- (a) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or
- (b) the Majority Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

the Administrative Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert ABR Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (b), at the instruction of the Majority Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Clause 5.11. Subject to Clause 5.14, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "ABR" until the Administrative Agent revokes such determination.

5.14 Benchmark Replacement Setting

- (a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Operative Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at [***] after the Administrative Agent has posted such proposed amendment to

all affected Lenders and the Borrower so long as the Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Majority Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Clause 5.14(a) will occur prior to the applicable Benchmark Transition Start Date.

- (b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Operative Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Operative Document.
- (c) Notices: Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Clause 5.14(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Clause 5.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Operative Document, except, in each case, as expressly required pursuant to this Clause 5.14.
- (d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Operative Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a

Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

- (e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

6. TERMINATION OF INTEREST IN COLLATERAL

None of the Administrative Agent, Security Trustee or any Lender shall have any further interest in, or other right with respect to, the Mortgage Collateral with respect to any Aircraft when and if the principal amount of, the breakage costs on, if any, interest on and other amounts due under all Loans in relation to such Aircraft held by such Lender and all other sums due to such Lender hereunder and under the other Operative Documents in respect of such Aircraft shall have been finally and indefeasibly paid in full. Upon payment in full of any Loans relating to an Aircraft, the Security Trustee shall release that portion of the Collateral which relates solely to the applicable Aircraft from the Lien of the Mortgage and such Aircraft shall thereafter cease to be an "Aircraft" for the purposes of the Operative Documents.

7. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that on the date hereof and on each Borrowing Date:

- (a) the Borrower is a Cayman Islands exempted company, duly incorporated and validly existing pursuant to the laws of the Cayman Islands; is duly qualified to do business as a foreign corporation in each jurisdiction in which its operations or the nature of its business requires, except where the failure to be so qualified would not have a Material Adverse Effect; and has the corporate power and authority to purchase the Assigned Aircraft under the Assigned Purchase Agreement and to enter into and perform its obligations under the Operative Documents to which it is or shall be a party;

- (b) the execution, delivery and performance by the Borrower of the Operative Documents to which it is a party have been duly authorized by all necessary corporate action on the part of the Borrower, do not require any shareholder approval, or approval or consent of any trustee or holders of any indebtedness or obligations of the Borrower except such as have been duly obtained and are in full force and effect, and none of the execution, delivery or performance by the Borrower of such Operative Documents contravenes any law, judgment, government rule, regulation or order binding on the Borrower or the memorandum and articles of association of the Borrower or contravenes the provisions of, or constitutes a default under, or results in the creation of any Lien (other than Permitted Liens) upon the property of the Borrower under, any indenture, mortgage, contract or other agreement to which the Borrower is a party or by which it or its properties may be bound;
- (c) neither the execution and delivery by the Borrower of the Operative Documents to which it is a party nor the performance by the Borrower of its obligations thereunder requires the consent or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of any Federal, state or foreign government authority or agency, except for those specified in the opinions referred to in Clause 4.1(g) or those that would not have a Material Adverse Effect;
- (d) the Operative Documents to which the Borrower is a party each constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with the terms thereof except as such enforceability may be limited by equitable principles or applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally;
- (e) there is no pending or (to the best of Borrower's knowledge) threatened action or proceeding before any court, arbitrator or administrative agency that individually (or in the aggregate in the case of any group of related actions or proceedings) is expected by the Borrower to have a Material Adverse Effect;
- (f) except as specified in the opinions referred to in Clause 4.1(g), no further action, including any filing or recording of any document, is necessary or advisable in order to establish and perfect the first ranking Lien on the Collateral in favor of the Security Trustee pursuant to the Mortgage or the Share Charge;
- (g) there has not occurred any event which constitutes a Default or an Event of Default, in each case, which is presently continuing;
- (h) the Assigned Purchase Agreement and the Engine Agreements are in full force and effect and none of the Borrower or, to the knowledge of the Borrower, Airbus or any Engine Manufacturer is in default of any of its material obligations thereunder. Neither the Borrower nor any Guarantor has assigned or granted any

Lien in its rights under the Assigned Purchase Agreement in respect of any of the Assigned Aircraft or the Engine Agreements or the Engines;

- (i) the Borrower has filed or caused to be filed all federal, state, local and foreign Tax returns which are required to be filed and has paid or caused to be paid or provided adequate reserves for the payment of all Taxes (whether or not shown to be due and payable on such returns) or (except to the extent being contested in good faith and by appropriate proceedings and for the payment of which adequate reserves have been provided in accordance with generally accepted accounting principles) on any assessment received by the Borrower, to the extent that such Taxes have become due and payable, except such returns or Taxes as to which the failure to file or pay, as the case may be, could not be reasonably expected to materially and adversely affect the assets, operations or financial condition, of the Borrower;
- (j) the Borrower is not in violation of any law, order, injunction, decree, rule or regulation applicable to the Borrower of any court or administrative body, which default or violation would reasonably be expected to materially and adversely affect the operations or financial condition of the Borrower or the Borrower's ability to execute, deliver and perform its obligations under the Operative Documents;
- (k) the Borrower is not an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940;
- (l) [Reserved];
- (m) the Borrower is fully solvent (on a cash flow and balance sheet basis) and will be fully solvent immediately following the execution of this Agreement, the Operative Documents and the consummation of the transactions contemplated hereby and thereby;
- (n) no Liens have been granted or created by any Person and exist over any of the Collateral except Permitted Liens;
- (o) each of the dates in the column entitled "Borrowing Date" in the table set out in the Aircraft Schedule and the Assigned Aircraft Schedule is the date on which the Advance to which such date is expressed to correspond in such table is due and payable to Airbus in accordance with the Assigned Purchase Agreement;
- (p) the Borrower is in compliance with all requirements of law except where such non-compliance could not reasonably be expected to have a Material Adverse Effect; provided, however, that where such compliance relates to any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, each of the Borrower and the Guarantors is in compliance in all material respects;

- (q) the Borrower and each Guarantor maintains and enforces policies and procedures designed to promote and achieve compliance by the Borrower and the Guarantors with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions;
- (r) none of the Borrower or the Guarantors or, any of their respective directors, officers or, to the Borrower's knowledge, any of their respective affiliates, agents or employees (i) has conducted their respective businesses or taken any action that would constitute or give rise to a violation of any Anti-Corruption Law or Anti-Money Laundering Law or (ii) is or has been subject to any action, proceeding, litigation, claim or, to the Borrower's knowledge, investigation brought by any Governmental Entity with regard to any actual or alleged violation of any Anti-Corruption Laws or Anti-Money Laundering Laws;
- (s) the Borrower shall not knowingly, directly or indirectly, (i) use, lend, contribute or otherwise make available any part of the proceeds of any Loan hereunder to fund any activities or business of a Sanctioned Person or in any manner that would result in a violation of Sanctions by any Person party hereto or (ii) fund all or part of any repayment or reimbursement of the obligations hereunder out of proceeds derived from any transaction or activity involving a Sanctioned Person or Sanctioned Jurisdiction that was conducted in violation of Sanctions; and
- (t) the Borrower shall not knowingly, directly or indirectly, use any part of the proceeds of any Loan hereunder for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in each case in violation of Anti-Corruption Laws.

8. GENERAL INDEMNITY

- 8.1 Subject to the next following paragraph, the Borrower hereby agrees to indemnify each Indemnitee against, and agrees to protect, save and keep harmless each of them from any and all Expenses imposed on, incurred by or asserted against any Indemnitee arising out of or directly resulting from:
- (a) following delivery of any Aircraft, Airframe or Engine, the operation, possession, use, maintenance, overhaul, testing, registration, re-registration, delivery, non-delivery, lease, non-use, modification, alteration, or sale of any such Aircraft, Airframe or Engine, or any engine used in connection with any such Airframe or any part of any of the foregoing, any lessee or any other Person whatsoever, including, without limitation, claims for death, personal injury or property damage or other loss or harm to any person whatsoever and claims relating to any laws, rules or regulations pertaining to such operation, possession, use, maintenance, overhaul, testing, registration, re-registration, delivery, non-

delivery, lease, non-use, modification, alteration, sale or return including environmental control, noise and pollution laws, rules or regulations;

- (b) following delivery of any Aircraft, Airframe or Engine, the manufacture, design, purchase, acceptance, rejection, delivery, or condition of any such Aircraft, Airframe or Engine, any engine used in connection with any such Airframe, or any part of any of the foregoing including, without limitation, latent and other defects, whether or not discoverable, or trademark or copyright infringement;
 - (c) (i) the execution or delivery of this Agreement, any other Operative Document or any agreement or instrument contemplated hereby or thereby, (ii) any breach of or failure to perform or observe, or any other noncompliance with, any covenant or agreement to be performed, or other obligation of any Obligor under any of the Operative Documents, or the falsity of any representation or warranty of any Obligor in any of the Operative Documents, (iii) the Loans or the use of or proposed use of proceeds therefrom;
 - (d) assuming the Lenders are making Loans in the ordinary course of their business for their own accounts, the offer, sale and delivery by the Borrower or anyone acting on behalf of the Borrower of any Loan Certificates or successor debt obligations issued in connection with the refunding or refinancing thereof (including, without limitation, any claim arising out of the Securities Act, the Securities Exchange Act of 1934, as amended, or any other federal or state statute, law or regulation, or at common law or otherwise relating to securities (collectively "**Securities Liabilities**")) (the indemnity provided in this Clause 8.1(d) to extend also to any Person who controls an Indemnitee, its successors, assigns, employees, directors, officers, servants and agents within the meaning of clause 15 of the Securities Act);
 - (e) purchasing any Aircraft following an Event of Default, including any costs incurred after purchasing such Aircraft and prior to resale of such Aircraft and the recovery of all other amounts owing hereunder following an Event of Default or the enforcement against the Borrower or any other Obligor of any of the terms thereof (including, without limitation, pursuant to clause 5 of the Mortgage) and including any amounts payable by any Indemnitee pursuant to clause 11.2 or 11.3 of the Step-In Agreement; and
 - (f) any actual claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto.
- 8.2 The foregoing indemnity shall not extend to any Expense of any Indemnitee to the extent attributable to one or more of the following:

- (a) acts or omissions involving the willful misconduct or gross negligence of such Indemnitee, as determined by a court of competent jurisdiction by final and nonappealable judgment;
- (b) any Tax, or increase in Tax liability under any Tax law (such matter being subject to the indemnity in Clause 5.3); provided, however, that this clause (b) shall not apply to (A) Taxes which have arisen as a result of or while an Event of Default has occurred and is continuing or (B) Taxes taken into consideration in making any payments on an After-Tax Basis;
- (c) except to the extent attributable to acts or events occurring prior thereto, acts or events (other than acts or events related to the performance by any Obligor of its obligations pursuant to the terms of the Operative Documents) that occur after the Mortgage is required to be terminated in accordance with clause 7.1 of the Mortgage; provided, that nothing in this clause (c) shall be deemed to exclude or limit any claim that any Indemnitee may have under Applicable Law by reason of an Event of Default or for damages from any Obligor for breach of any Obligor's covenants contained in the Operative Documents or to release any Obligor from any of its obligations under the Operative Documents that expressly provide for performance after termination of the Mortgage;
- (d) to the extent attributable to any transfer by or on behalf of such Indemnitee of any Loan Certificate or interest therein, except for Expenses incurred as a result of any such transfer after an Event of Default, pursuant to the exercise of remedies under any Operative Document;
- (e) to the extent solely attributable to the incorrectness or breach of any representation or warranty of such Indemnitee or any related Indemnitee contained in or made pursuant to any Operative Document;
- (f) to the extent solely attributable to the failure by such Indemnitee or any related Indemnitee to perform or observe any agreement, covenant or condition on its part to be performed or observed in any Operative Document;
- (g) to the extent solely attributable to the offer or sale by such Indemnitee or any related Indemnitee of any interest in the Collateral, the Loan Certificates, or any similar interest in violation of the Securities Act or other applicable federal, state or foreign securities laws (other than any thereof caused by acts or omissions of any Obligor);
- (h) to the extent attributable to any amount which such Indemnitee expressly agrees with the Borrower to pay or such Indemnitee expressly agrees with the Borrower shall not be paid by or be reimbursed by the Borrower; or
- (i) for any Lien attributable to such Indemnitee or any related Indemnitee other than any Lien created pursuant to any Operative Document.

- 8.3 For purposes of this Clause 8, a Person shall be considered a "related" Indemnatee with respect to an Indemnatee if such Person is an Affiliate or employer of such Indemnatee, a director, officer, employee, agent, or servant of such Indemnatee or any such Affiliate or a successor or permitted assignee of any of the foregoing.
- 8.4 The Borrower further agrees that any payment or indemnity pursuant to this Clause 8 in respect of any "Expense" shall be on an After-Tax Basis.
- 8.5 If a claim is made against an Indemnatee involving one or more Expenses and such Indemnatee has notice thereof, such Indemnatee shall after receiving such notice give notice of such claim to the Borrower; provided that the failure to provide such notice shall not release the Borrower from any of its obligations to indemnify hereunder except to the extent that the Borrower is prejudiced as a result of the failure to give such notice, and no payment by the Borrower to an Indemnatee pursuant to this Clause 8 shall be deemed to constitute a waiver or release of any right or remedy which the Borrower may have against such Indemnatee for any actual damages as a result of the failure by such Indemnatee to give the Borrower such notice.
- 8.6 Notwithstanding any other provision of this Clause 8 to the contrary, in the case of any Expense indemnified by the Borrower hereunder which is covered by a policy of insurance maintained by the Borrower, it shall be a condition of such indemnity with respect to any particular Indemnatee that such Indemnatee shall reasonably cooperate (at no cost or liability to itself, and (if so requested) subject to being indemnified by the Borrower with respect to any liabilities it may incur as a result of an insurer's investigation, defense or compromise) with the insurers in the exercise of their rights to investigate, defend or compromise such claim as may be required to retain the benefits of such insurance with respect to such claim.
- 8.7 To the extent of any payment of any Expense pursuant to this Clause 8, the Borrower, without any further action, shall be subrogated to any claims the Indemnatee may have relating thereto. The Indemnatee agrees to give such reasonable further assurances or agreements and to reasonably cooperate with the Borrower to permit the Borrower to pursue such claims, if any, to the extent reasonably requested by the Borrower at no cost or liability to itself, and (if so requested) subject to being indemnified with respect to the Borrower's pursuit of such claims.
- 8.8 In the event that the Borrower shall have paid an amount to an Indemnatee pursuant to this Clause 8, and such Indemnatee subsequently shall be reimbursed in respect of such indemnified amount from any other Person, such Indemnatee shall promptly pay the Borrower the amount of such reimbursement, including interest received attributable thereto (but net of costs, if any, of recovery of such amounts), provided that no Default or Event of Default has occurred and is continuing.
- 8.9 The Borrower will pay to each Indemnatee on demand, to the extent permitted by Applicable Law, interest on any amount of indemnity not paid when due pursuant to this Clause 8 until the same shall be paid, at the Past Due Rate.

- 8.10 To the fullest extent permitted by Applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Operative Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in this Clause 8 shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Operative Documents or the transactions contemplated hereby or thereby.

9. INDEMNITY TO THE ADMINISTRATIVE AGENT

The Borrower shall promptly indemnify the Administrative Agent against any actual cost, loss or liability incurred by the Administrative Agent as a result of investigating any event which it reasonably believes is an Event of Default and upon such investigation such event transpires to be a Default or an Event of Default other than any cost, loss or liability resulting from the Administrative Agent willful misconduct or gross negligence.

10. COVENANTS OF THE BORROWER.

The Borrower hereby covenants for the benefit of all Lenders, as follows:

- 10.1 **Transfer:** Except as expressly contemplated by the Operative Documents or herein, the Borrower shall not (and the Borrower shall procure that each other Obligor shall not) directly or indirectly assign, convey or otherwise transfer any of its right, title or interest in and to the Collateral or this Agreement or any of the other Operative Documents; provided, that the Borrower shall have the option (at its sole discretion) to transfer certain Aircraft to other airlines [***] subject to the terms and conditions in the Operative Documents and the Airbus Purchase Agreement.
- 10.2 **Taxes and Adequate Records:** The Borrower will (and will procure that each other Obligor will):
- (a) pay and discharge all Taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such Tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained;
 - (b) (other than in respect of itself) keep adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles consistently applied; and

- (c) permit representatives of any Lender, the Administrative Agent or the Security Trustee, during normal business hours and upon reasonable prior notice, to examine, copy and make extracts from its books and records and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Lender, the Administrative Agent or the Security Trustee (as the case may be).

10.3 **Special Purpose:** The Borrower will not:

- (a) have any employees earning compensation;
- (b) except for the Loans and as expressly contemplated by the Operative Documents, incur or contract to incur any indebtedness;
- (c) engage in any activity other than the execution, delivery and performance of the Operative Documents to which it is a party and activities incidental thereto, as well as ordinary corporate housekeeping activities;
- (d) except as required to perform its obligation under the Operative Documents to which it is a party, make or agree to make any capital expenditure;
- (e) create or own any subsidiary;
- (f) except as required to perform its obligation under the Operative Documents to which it is a party, make any investments;
- (g) except as required to perform its obligation under the Operative Documents to which it is a party, declare or make any dividend payment or distribution to its shareholders; or
- (h) enter into any contracts with, incur any material obligation to, or grant any security interest, pledge or lien to, any third party (excluding any contracts entered into in connection with, any payment or other obligation incurred pursuant to, and any liens granted pursuant to, the Operative Documents).

10.4 **Operative Documents:** The Borrower shall ensure that the Servicing Agreement, the Option Agreement and the Subordinated Loan Agreement remain in place and in full force and effect and that neither it nor any other Obligor shall breach any of the terms of any of such documents. The Borrower shall ensure that no amendment, variation, waiver or other change is made to its memorandum and articles of association or other constituent documents, the Servicing Agreement, the Option Agreement or the Subordinated Loan Agreement.

10.5 **Assigned Purchase Agreement and Engine Agreements:** The Borrower shall:

- (a) duly perform all of its obligations under the Assigned Purchase Agreement and the Engine Agreements, and take all actions necessary to keep the Assigned Purchase Agreement and the Engine Agreements in full force and effect;
- (b) promptly upon acquiring actual knowledge of the same, notify the Administrative Agent of any material default (whether by the Borrower, Airbus or an Engine Manufacturer) under or cancellation, termination or rescission or purported cancellation, termination or rescission of the Assigned Purchase Agreement or an Engine Agreement specifying in reasonable detail the nature of such default, cancellation, rescission or termination;
- (c) not, without the Security Trustee's prior written consent, in any way modify, cancel, terminate or amend or consent to the modification, cancellation, termination or amendment of the Assigned Purchase Agreement or an Engine Agreement;
- (d) not accept delivery of any Aircraft from Airbus before or concurrently repaying to the Lenders all amounts owing in respect of the Loans relating to that Aircraft, unless such Aircraft is substituted in accordance with Clause 2.5;
- (e) not enter into or consent to any change order or other amendment, modification or supplement to the Assigned Purchase Agreement or an Engine Agreement, in relation to the Assigned Aircraft, without the written consent and countersignature of the Security Trustee (acting at the unanimous direction of the Lenders) if such change order, amendment, modification or supplement would require the consent of the Lender under the Step-In Agreement or the Security Trustee under this Agreement; and
- (f) provide to the Security Trustee and the Administrative Agent promptly after the execution of the same copies, certified by the Borrower, of all material change orders (other than non charge change orders), amendments, modifications or supplements to the Assigned Purchase Agreement that would require the consent of the Lender under the Step-In Agreement or the Security Trustee under this Agreement.

10.6 **Leasing or Sale of Aircraft:** The Borrower shall not enter into any binding agreement for the leasing or sale of any Assigned Aircraft other than pursuant to the Option Agreement; provided, that, the Borrower shall have the option (at its sole discretion) to transfer certain Assigned Aircraft to other airlines [***] subject to the terms and conditions in the Operative Documents and the Airbus Purchase Agreement.

10.7 **Further Assurances:** The Borrower covenants and agrees with each Agent and the Lenders as follows:

- (a) The Borrower will cause to be done, executed, acknowledged and delivered all further documents and agreements and assurances as reasonably necessary and as

any Lender shall reasonably require for accomplishing the purposes of this Agreement and the other Operative Documents;

- (b) The Borrower, at its expense, will take, or cause to be taken, all actions (including the filing of financing statements under the Uniform Commercial Code in all applicable jurisdictions and perfection in any other jurisdiction in relation to any Operative Document) to (A) cause the security interest granted in respect of the Collateral to at all times be and remain perfected, (B) establish the priority of the Mortgage with respect to the Mortgage Collateral, (C) cause the lien of the Mortgage to at all times be and remain a perfected Lien, (D) establish the priority of the Mortgage; and (E) establish the priority of the share charge with respect to the shares of the Borrower and (F) establish the priority of the Security Trustee's security interest in the Aircraft to the extent possible or feasible prior to delivery (or when manufacturer's serial numbers are available in respect of the Airframe and the Engines are anticipated as being delivered and there is a possibility that such equipment may be delivered by Airbus before the Lenders are repaid the Loans in respect of an Aircraft), including by, subject to the terms of the Step-In Agreement, making filings in respect of one or more of prospective international interests, international interests or associated rights with the International Registry.

The Borrower shall pay all reasonable costs and expenses (including reasonable and documented costs and disbursements of counsel) incurred by each Agent and the Lenders after the Effective Date in connection with (A) any supplements or amendments of the Operative Documents (including, without limitation, any related recording costs) (other than any supplement or amendment associated with the syndication or transfer of the Loan Certificates or the sale of participation interests therein), (B) any Default and any enforcement or collection proceedings resulting therefrom or in connection with the negotiation of any restructuring or "work-out" (whether or not consummated), or (C) the enforcement of this Clause 10.

- 10.8 **Conduct of Business, Maintenance of Existence:** The Borrower shall: (i) engage in business solely for the purpose of fulfilling its obligations under the Operative Documents; (ii) preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of business of the Borrower; provided that the Borrower shall not be required to maintain any such rights, privileges or franchises, if the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (iii) comply with all contractual obligations and requirements of law, except to the extent that failure to comply therewith could not reasonably be expected to result in a Material Adverse Effect; and comply with the provisions of its Memorandum and Articles of Association.
- 10.9 **Increase in Lender's Net Price:** The Borrower shall not amend the detail specification for an Assigned Aircraft or consent to the amendment of the detail specification for an

Assigned Aircraft, including, without limitation, by issuing an SCN, if such amendment would cause the purchase price of the Assigned Aircraft to exceed the Lender's Net Price payable upon a Step-In (as defined in the Step-In Agreement) pursuant to the Step-In Agreement; provided however that Lenders shall not unreasonably withhold consent to a reasonable request by the Borrower to a change in the detail specification for an Assigned Aircraft, including, without limitation, by issuing an SCN, if such amendment would cause the margin to increase in the facility due to a LTV Test failure.

- 10.10 **BFE:** The Borrower shall not agree to any material change in the specification of BFE to be installed on the Assigned Aircraft on or prior to the Delivery Date, which is listed in Schedule VI, if such amendment would result in the cost of the BFE outstanding to be paid on the Delivery Date in respect of such Assigned Aircraft to exceed the BFE Budget (as escalated in accordance with the escalation formula set out in Schedule VI); provided however that Lenders shall not unreasonably withhold consent to a reasonable request by the Borrower to a change in the specification of BFE for an Assigned Aircraft on or prior to the Delivery Date if such amendment would result in the cost of the BFE outstanding to be paid on the Delivery Date in respect of such Assigned Aircraft to cause the margin to increase in the facility due to a LTV Test failure.
- 10.11 **Change in Configuration or Specification as a Passenger Carrying Aircraft:** The Borrower shall not alter the configuration or specification of any Assigned Aircraft as a commercial passenger carrying aircraft and shall ensure that the Assigned Aircraft is at all times required to be delivered by Airbus in the Required Specification; provided however that Lenders shall not unreasonably withhold consent to a reasonable request by the Borrower to a change in the configuration or specification for an Assigned Aircraft if such amendment would cause the margin to increase in the facility due to a LTV Test failure, provided that the Assigned Aircraft is at all times configured as a commercial passenger carrying aircraft.
- 10.12 **Extension of Scheduled Delivery Date:** The Borrower shall not agree to extend the Scheduled Delivery Date of any Assigned Aircraft beyond the end of the applicable Scheduled Delivery Month; *provided* that if and to the extent that there is a delay in the delivery of an Assigned Aircraft by Airbus arising out of circumstances beyond the control of Frontier Airlines or the Borrower and which Airbus is entitled to impose upon Frontier Airlines or the Borrower without their consent pursuant to the terms of the Assigned Purchase Agreement including an "Excusable Delay" and a "Non-Excusable Delay" under (and as defined in) the Assigned Purchase Agreement (any such delay, a "**Relevant Delay**"), then the Scheduled Delivery Date for such Assigned Aircraft may be delayed by no more than [***] from the last day of the Scheduled Delivery Month specified for such Assigned Aircraft in the Aircraft Schedule or the Assigned Aircraft Schedule; provided however, that Lenders shall not unreasonably withhold consent to a reasonable request by the Borrower to a change in the Scheduled Delivery Date of any Assigned Aircraft beyond the end of the applicable Scheduled Delivery Month. The Borrower shall promptly, and in any event within [***] of receipt of notice from Airbus, provide a notice to the Administrative Agent (on behalf of the Lenders) of the details of

any change in the Scheduled Delivery Date of any Assigned Aircraft in substantially the form of Notice of Aircraft Schedule Amendment attached hereto as Exhibit G.

10.13 **Liens:** The Borrower will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any of its assets including the Collateral except:

- (a) the rights of the Borrower as provided in the Mortgage the Liens thereof and any other rights existing pursuant to the Operative Documents;
- (b) Liens for Taxes of the Borrower and Frontier Airlines either not yet due or being contested in good faith by appropriate proceedings (and for which adequate reserves have been provided in accordance with GAAP), so long as the continuing existence of such Liens during such proceedings do not involve any material risk of the termination, sale, forfeiture or loss of, the Assigned Purchase Agreement, an Engine Agreement;
- (c) Liens arising out of any judgment or award against the Borrower or Frontier Airlines with respect to which an appeal or proceeding for review is being prosecuted diligently and in good faith, so long as such Liens do not result in a material risk of the termination, sale, forfeiture or loss of, the Assigned Purchase Agreement or an Engine Agreement; and
- (d) any other Lien with respect to which the Borrower or Frontier Airlines shall have provided a bond or other security in an amount and under terms reasonably satisfactory to the Security Trustee.

The Borrower will promptly, at its own expense, take (or cause to be taken) such actions as may be necessary duly to discharge any Lien not excepted above if the same shall arise at any time.

10.14 **Amendments, Supplements, Etc.:** Forthwith upon the execution and delivery of any amendment to the Mortgage, if an applicable legal system having jurisdiction over the Borrower or the Mortgage Collateral is in existence that permits for filing and/or recording of the Mortgage and amendments or supplements thereto, the Borrower will cause such amendment to be duly filed and recorded, and maintained of record, in accordance with all Applicable Laws. In addition, the Borrower will promptly and duly execute and deliver to the Security Trustee such further documents and take such further action as the Security Trustee may from time to time reasonably request in order to more effectively carry out the intent and purpose of the Mortgage and establish and protect the rights and remedies created or intended to be created in favor of the Security Trustee under the Mortgage and the other Operative Documents, including, without limitation, if requested by the Security Trustee, at the expense of Borrower, the execution and delivery of supplements or amendments hereto, each in recordable form, in accordance with the laws of such jurisdiction as the Security Trustee may reasonably request.

10.15 **Access to or Furnishing of Information:** The Borrower agrees to furnish to the Administrative Agent and to each Lender:

- (a) as soon as available, but not later than [***] after the close of each fiscal year of Frontier Group Holdings occurring after the Effective Date, an audited and consolidated balance sheet and related statements of Frontier Group Holdings and its subsidiaries at and as of the end of such fiscal year, together with an audited and consolidated statement of income and consolidated statement of cash flow for such fiscal year, each of which shall be prepared in accordance with GAAP;
- (b) as soon as available, but not later than [***] after the close of (i) each of the first three quarters of each fiscal year of Frontier Group Holdings and (ii) the fourth fiscal quarter of Frontier Group Holdings for the fiscal year ended December 31, 2024, (A) an unaudited and consolidated balance sheet of Frontier Group Holdings and its subsidiaries at and as of the end of such quarter, together with an unaudited and consolidated statement of income and consolidated statement of cash flow for such quarter, each of which shall be prepared in accordance with GAAP and (B) a compliance certificate substantially in the form of Exhibit F;
- (c) as soon as available, but not later than [***] after the close of each fiscal year of Frontier Group Holdings occurring while amounts are outstanding under this Agreement or any Loan Certificate, a certificate of the chief financial officer, Treasurer, any Vice President, or other officer of Frontier Group Holdings stating that such authorized officer has reviewed the activities of the Borrower and itself and that, to the best of the knowledge of such authorized officer, there exists no Default or Event of Default or event which would require the prepayment of any loans pursuant to Clause 5.9(d) or (e);
- (d) from time to time, notification of any material changes to BFE, optional features or SCNs with respect to any Assigned Aircraft;
- (e) promptly after the occurrence thereof and actual knowledge thereof by a responsible officer of the Borrower, notice of any Default, Event of Default or any event that has resulted or would reasonably be expected to result in a Material Adverse Effect, in each case, accompanied by a statement of a responsible officer of Frontier Group Holdings setting forth details of the occurrence referred to therein and stating the action the Borrower or applicable Guarantor proposes to take with respect thereto;
- (f) promptly after the occurrence thereof, any Aviation Authority required modifications in respect of the Assigned Aircraft that the Borrower or any Guarantor is aware of, and any optional changes effected in the prior calendar month, that would lead to an increase in the Lender's Net Price; and

- (g) promptly upon receiving notification thereof from Airbus, the Scheduled Delivery Date (or any change or extension of the Scheduled Delivery Date) of an Assigned Aircraft.

10.16 **Maintenance of Separate Existence:** The Borrower shall maintain certain policies and procedures relating to its existence as a separate company as follows and shall do all things necessary to maintain their corporate existence separate and distinct from any other Person. The Borrower shall:

- (a) observe all formalities necessary to remain a legal entity separate and distinct from each Guarantor and any other Person;
- (b) maintain its assets and liabilities separate and distinct from those of each Guarantor and any other Person in such a manner that it is not difficult to segregate, identify or ascertain such assets;
- (c) maintain records, books and accounts separate from those of each Guarantor and any other Person (other than as otherwise specified in the Operative Documents);
- (d) pay its obligations in the ordinary course of business as a legal entity separate from each Guarantor and any other Person;
- (e) keep its funds separate and distinct from any funds of each Guarantor and any other Person, and receive, deposit, withdraw and disburse such funds separately from any funds of each Guarantor and any other Person;
- (f) not agree to pay, assume, guarantee or become liable for any debt of, or otherwise pledge its assets for the benefit of, any Guarantor or any other Person except as otherwise permitted under the Operative Documents;
- (g) not hold out that it is a division of any Guarantor or any other Person or that any Guarantor or any other Person is a division of it;
- (h) not induce any third party to rely on the creditworthiness of any Guarantor or any other Person in order that such third party will contract with it (other than the guarantee of the Guarantors in favor of Airbus made in connection with the Assigned Purchase Agreement);
- (i) allocate and charge fairly and reasonably any common overhead shared with any Guarantor or any other Person;
- (j) hold itself out as a separate entity, and correct any known misunderstanding regarding its separate identity;
- (k) conduct business in its own name and ensure that all communications are made solely in its name;

- (l) not acquire the securities of any Guarantor or any Affiliate thereof;
- (m) prepare separate financial statements, if required to prepare such pursuant to Applicable Law, and separate Tax returns and pay any Taxes required to be paid under applicable Tax law (provided that each Guarantor and its Affiliates may publish financial statements that consolidate those of such Guarantor and its Affiliates, and subsidiaries of such Guarantor may file consolidated Tax returns with such Guarantor and its Affiliates for Tax purposes provided that so doing does not give rise to any incremental Tax liabilities on the part of the Borrower); and
- (n) not enter into any transaction between itself and any Guarantor or their Affiliates that is more favorable to either such Guarantor or any of their Affiliates than transactions that either such Guarantor and its Affiliates would have been able to enter into at such time on an arm's-length basis with a non-affiliated third party, or vice versa.

For the avoidance of doubt, the Borrower is authorized to engage in any activity or other undertaking expressly required or expressly authorized by the Operative Documents.

10.17 **Independent Director:** The Borrower shall have at least one Independent Director whose vote shall be required to take any Material Action with respect to the Borrower (it being understood that this Agreement shall not require the vote of an Independent Director for any other matter other than a Material Action).

10.18 **Management and Control; COMI:** Management and control of, and the principal place of business of the Borrower shall be located in the Cayman Islands. The Borrower shall ensure that it does not have a Center of Main Interests (as defined in EU Insolvency Regulations) in the European Union.

10.19 **Subordinated Loan:** The Borrower shall not pay or repay any amount under the Subordinated Loan Agreement while the Secured Obligations remain outstanding.

10.20 **LTV and Fixed Charge Coverage Ratio**

- (a) In this Clause 10.20 the following capitalized terms have the following meaning

"**LTV**" means as of any applicable LTV Test Date for an Aircraft or the Aircraft Pool, the percentage equivalent of a fraction determined by the formula of $(AP - (PPI - LA)) / AAV$ where:

- (i) "**AP**" means the Assignable Price of such Aircraft or the sum of the Assignable Prices of all Aircraft in the Aircraft Pool;
- (ii) "**PPI**" means an amount equal to the aggregate of all Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect

of such Aircraft or the sum of the Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect of all Aircraft in the Aircraft Pool;

- (iii) "**LA**" means the aggregate amount of all Loans made in respect of such Aircraft, as of the applicable LTV Test Date (if any) or the sum of the Loans made in respect of all Aircraft in the Aircraft Pool, as of the applicable LTV Test Date; and
- (v) "**AAV**" means the Average Appraisal Value of such Aircraft, in respect of such LTV Test Date or the sum of the Average Appraisal Values of all Aircraft in the Aircraft Pool, as stated in the Aircraft Appraisal for each Aircraft prepared in respect of such LTV Test Date.

"**Maximum LTV**" means on any LTV Test Date, [***].

- (b) If on any LTV Test Date, with respect to a Aircraft or the Aircraft Pool (as the case may be), the LTV in respect of each applicable Aircraft or the Aircraft Pool (as the case may be) in respect of which a Loan is outstanding exceeds the Maximum LTV for such Aircraft or the Aircraft Pool (as the case may be) (the "**LTV Test**"), the Loans shall be subject to the additional margin as provided for in the definition of "Applicable Margin".

10.21 **Equity Contribution:** The Borrower shall pay an amount equal to each Equity Contribution in respect of an Assigned Aircraft to Airbus on or before the applicable Borrowing Date or the date such Assigned Aircraft is added to the Aircraft Pool pursuant to Clause 2.5, as applicable; provided that, if, on any date of determination, the aggregate of the future Equity Contributions and the available undrawn Commitment is not sufficient to satisfy all future Advances payable under the terms of the Assigned Purchase Agreement, such shortfall shall be paid by the Borrower.

10.22 **Unrestricted Cash and Cash Equivalents.** If on any FCCR Test Date, the aggregate Unrestricted Cash and Cash Equivalents of the Guarantors is less than [***], the Loans shall be subject to the additional margin as provided for in the definition of "Applicable Margin".

10.23 **KYC Information:** Upon the reasonable request of the Administrative Agent (or any Lender acting through the Administrative Agent), the Borrower shall provide to the Administrative Agent and the Lenders (i) the documentation and other information so requested for the purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act and (ii) a Beneficial Ownership Certification in relation to the Borrower under the Beneficial Ownership Regulation.

10.24 **Aircraft Pool.** As of the Effective Date, the Aircraft that the Borrower shall have allocated to this facility shall be a reasonable selection of aircraft reflecting a ratio

reasonably similar to the ratio of A320neo Aircraft to A321neo Aircraft to be delivered pursuant to the Airbus Purchase Agreement or other purchase agreements between any of the Obligor and Airbus as of the Effective Date.

- 10.25 **Loan Outstanding Amount.** If at any time the amount of the Loans outstanding, in respect of the Aircraft Pool, are greater than the aggregate Financed Amount, then within [***] thereof, the Borrower shall either (i) allocate Loans to future pre-delivery payments due that are related to the Aircraft Pool or (ii) deposit funds in an Eligible Account in an amount equal to the difference between the outstanding amount of the Loans and the aggregate Financed Amount; provided, that, in the alternative, the Administration Agent may require the Borrower to deposit such excess funds in a Restricted Account during such period pursuant to Clause 2.7 and such funds shall be Restricted Funds in accordance with Clause 2.7. Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of the Security Trustee elsewhere in this Agreement or under Law or pursuant to any Operative Document, the Security Trustee may immediately or at any time thereafter, without notice to the Borrower, use, enforce, apply and/or retain all or part of the amounts deposited in an Eligible Account pursuant to this Clause 10.25 in or towards the payment or discharge of any matured obligation owed by the Borrower under this Agreement or any other Operative Documents, in such order as the Majority Lenders shall direct.

11. THE ADMINISTRATIVE AGENT

The provisions of Schedule IV (*Administrative Agent*) shall apply to this Agreement.

12. THE SECURITY TRUSTEE

The provisions of Schedule V (*The Security Trustee*) shall apply to this Agreement.

13. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

- 13.1 No provision of this Agreement or any other Operative Document will:

- 13.1.1 interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- 13.1.2 without limiting the obligations of the Finance Parties to mitigate or otherwise take actions contained in this Agreement, oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it in respect of Tax or to investigate the extent, order and manner of any such claim; or
- 13.1.3 oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or, except as otherwise required by Clauses 5.3 and 5.11, any computations in respect of Tax.

14. SUPPLEMENTS AND AMENDMENTS TO THIS AGREEMENT AND OTHER DOCUMENTS

14.1 Instructions of Majority; Limitations

- (a) At any time and from time to time, at the request of the Borrower, the Administrative Agent (but only on the written direction of the Majority Lenders) shall (x) execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement or any other Operative Document as specified in such request or (y) provide a consent when required by the terms of any Operative Document, provided that, except as permitted in Clause 5.14, without the consent of each Lender adversely affected thereby, no such amendment of or supplement to any such document, or waiver or modification of the terms of any thereof, shall:
 - (i) modify any of the provisions of this Clause 14.1 or the definitions of the terms, "Majority Lenders" or "Operative Documents", contained herein or in any other Operative Document;
 - (ii) increase the principal amount of any Loan Certificate or reduce the amount or extend the time of payment of any amount owing or payable under any Loan Certificate or (except as provided in the Operative Documents) increase or reduce the breakage costs, if any, or interest payable on any Loan Certificate (except that only the consent of the Lender shall be required for any decrease in any amounts of or the rate of breakage costs, if any, or interest payable on such Loan Certificate or any extension for the time of payment of any amount payable under such Loan Certificate);
 - (iii) reduce, modify or amend any indemnities in favor of any Lender or in favor of or to be paid by the Borrower or alter the definition of "Indemnatee" to exclude any Lender; or
 - (iv) release the Borrower from its obligations in respect of the payment of the principal and interest then outstanding (or other amounts payable therewith) or change any of the circumstances under which any amounts payable pursuant to this Agreement and the other Operative Documents are payable.
- (b) Notwithstanding the foregoing, without the consent of each Lender, no such supplement to this Agreement, the Mortgage or the Share Charge, or waiver or modification of the terms hereof or of any other agreement or document shall expressly permit the creation of any Lien on the Collateral or any part thereof, except as herein expressly permitted, or deprive any Lender of the benefit of the Lien of the Mortgage on the Collateral or the Lien of the Share Charge except in

connection with the exercise of remedies under Clause 7 of the Mortgage or under equivalent provisions of the Share Charge.

- (c) At any time and from time to time, subject to satisfaction of the Substitution Requirement, the Borrower may amend the Aircraft Schedule to give effect to the substitution of an Aircraft made in accordance with Clause 2.5 which shall be effected by the execution and delivery by the Borrower of a notice to the Administrative Agent (on behalf of the Lenders), which has been signed by the Borrower and countersigned by the Administrative Agent, in substantially the form of Notice of Aircraft Schedule Amendment attached hereto as Exhibit G.
- (d) Except as provided in this Clause 14.1, the Security Trustee shall not amend, supplement or waive the terms of this Agreement, the Mortgage, the Share Charge or any other Operative Documents.

14.2 Administrative Agent Protected

If, in the reasonable opinion of the institution acting as the Administrative Agent hereunder any document required to be executed pursuant to the terms of Clause 14.1 affects any right, duty, immunity or indemnity with respect to it under this Agreement or any other Operative Document, the Administrative Agent may in its reasonable discretion decline to execute such document.

14.3 Documents Mailed to Lenders

Promptly after the execution by the Administrative Agent of any document entered into pursuant to Clause 14.1, the Administrative Agent shall mail, by certified mail, postage prepaid, a conformed copy thereof to each Lender at its address shown on the Certificate Register, but the failure of the Borrower or Administrative Agent, to mail such conformed copies shall not impair or affect the validity of such document.

15. NOTICES

- 15.1 All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, or by facsimile or electronic mail, or by prepaid courier service, and shall be effective upon receipt.
- 15.2 Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Clause 15, notices, demands, instructions and other communications in writing shall be given to or made upon the parties hereto at their addresses (or to their facsimile numbers) as follows: (a) if to the Borrower or the Security Trustee, to the addresses specified in clause 7.7 of the Mortgage, (b) if to a Lender or the Administrative Agent to the address specified on Schedule I, or (c) if to any subsequent Lender, addressed to such Lender at its address specified in the Certificate Register maintained pursuant to Clause 5.6.

- 15.3 Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e mail, FpML, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Clause 2 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such clause by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

16. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; AGENT FOR SERVICE OF PROCESS.**

- 16.1 THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
- 16.2 The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and the Borrower irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. The Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against another party or its properties in the courts of any jurisdiction.
- 16.3 The Borrower irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any

court referred to in Clause 16.2. The Borrower hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

16.4 Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Clause 15. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

16.5 EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS CLAUSE.

16.6 The Borrower hereby irrevocably appoints and designates Corporation Service Company (the **'Agent for Service of Process'**), having an address at Corporation Service Company, 19 West 44th Street, Suite 200, New York, NY 10036, as its true and lawful attorney-in-fact and duly authorized agent for the limited purpose of accepting service of legal process and the Borrower agrees that service of process upon such party shall constitute personal service of such process on such person. The Borrower shall maintain the designation and appointment of the Agent for Service of Process at such address until all amounts payable under this Agreement shall have been paid in full. If the Agent for Service of Process shall cease to so act, the Borrower shall immediately designate and shall promptly deliver to the Administrative Agent evidence in writing of acceptance by another agent for service of process of such appointment, which such other agent for service of process shall have an address for receipt of service of process in the State of New York and the provisions above shall equally apply to such other agent for service of process.

17. INVOICES AND PAYMENT OF EXPENSES

Each Agent and the Lenders shall promptly submit to the Borrower copies of invoices of the Transaction Expenses (as defined below) as they are received. The Borrower agrees to pay Transaction Expenses promptly upon receipt of detailed invoices of such Transaction Expenses regardless as to whether or not the Effective Date occurs (except in circumstances where such failure to occur is as a result of the breach by any Lender of its obligations hereunder following satisfaction by the Borrower of the Conditions Precedent

set out in Clause 4 (*Conditions*)). For the purposes hereof, "Transaction Expenses" means:

- (a) with respect to the preparation, negotiation, execution and delivery of this Agreement and the payment or anticipated drawing of each Loan on each Borrowing Date, the reasonable fees, expenses and disbursements of O'Melveny & Myers LLP, special counsel to the Lenders and the Administrative Agent, as well as the reasonable fees and expenses of special Cayman Islands counsel and any counsel to the Security Trustee (subject to any agreed caps);
- (b) all fees, Taxes (including license, documentary, stamp, excise and property Taxes) and other charges payable in connection with the recording or filing of instruments and financing statements;
- (c) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to the negotiation and closing of this transaction (with any travel expenses requiring prior notice to the Borrower);
- (d) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to any release or discharge of any Collateral or the delivery of the Aircraft contemplated hereby (including the reasonable fees, expenses and disbursements of legal counsel and with any travel expenses requiring prior notice to the Borrower); and
- (e) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to any waiver, consent, amendment, supplement, modification or enforcement of, or preservation of rights under, the Operative Documents (including (i) the reasonable fees, expenses and disbursements of legal counsel, (ii) any travel expenses requiring prior notice to the Borrower and (iii) for the avoidance of doubt, costs and expenses reasonably incurred by the Administrative Agent in responding to, evaluating, negotiating or complying with Clause 5.14).

18. **CONFIDENTIALITY**

Each of the Lenders and each Agent covenants and agrees to keep confidential, and not to disclose to any third parties, the Operative Documents and all non-public information received by it from the Borrower, Airbus or the Engine Manufacturer pursuant to the Operative Documents or the Assigned Purchase Agreement or an Engine Agreement, if any is so delivered, provided that, to the extent permitted by any applicable confidentiality agreement with Airbus or the Engine Manufacturer, such information may be made available:

- (a) to any transferee or participant (or any prospective transferee or participant) of a Lender's Commitments, Loan or Loan Certificates or the Security Trustee's respective interest in the Collateral, in each case so long as such transferee or participant (or prospective transferee or participant) first executes and delivers to

the respective Lender a confidentiality agreement consistent with the foregoing or is otherwise bound by a substantially similar obligation of confidentiality;

- (b) to any Lender's counsel or independent certified public accountants, independent insurance advisors, reinsurance or insurance broker, or other agents who agree to hold such information confidential on the terms provided;
- (c) as may be required by Applicable Law or by any statute, court or administrative order or decree or governmental ruling or regulation (or, in the case of any Lender, to any bank examiner, regulatory authorities or self-regulatory bodies with jurisdiction or oversight over such Lender and its Affiliates or other regulatory personnel);
- (d) as may be necessary for purposes of enforcement of any Operative Document;
- (e) to any Lender's Affiliates and to its and its Affiliates' officers, directors, employees, representatives and legal counsel, and to any actual or prospective party to any swap, derivative or other transactions under which payments are to be made in connection with this Agreement or the payments hereunder; provided that such persons agree to hold such information confidential on the terms provided and any such disclosure is on a "need to know" basis; or
- (f) to another specified person, with the prior written consent of all parties.

Notwithstanding anything to the contrary herein or in any other Operative Document, none of Borrower, Frontier Airlines, Frontier Holdings or the Administrative Agent shall be required to provide any confidential information (including any copy of any related Engine Agreement) to any Lender regarding any Engine manufactured by the Engine Manufacturer unless such Lender has entered into a non-disclosure agreement with the Engine Manufacturer with respect to such confidential information.

19. MISCELLANEOUS

- 19.1 The representations, warranties, indemnities and agreements of the Borrower provided for in this Agreement and each party's obligations under any and all thereof, shall survive the expiration or other termination of this Agreement or any other Operative Document, except as expressly provided herein or therein.
- 19.2 This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by the party or parties thereto.

- (a) This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns including each successive holder of any Loan Certificate(s) issued and delivered pursuant to this Agreement. Each Lender, by its acceptance of its Loan Certificate, agrees to be bound by all of the provisions of this Agreement and the other Operative Documents applicable to a Lender.
- (b) The Borrower may not assign any of its rights or obligations under this Agreement or the other Operative Documents except to the extent expressly provided thereby.
- (c) (i) Each Lender, at no cost to any Obligor, may assign any of its Loans and its Loan Certificates to (A) Permitted Lenders or (B) any Person with, unless a Default is continuing, the consent of the Borrower and the Guarantors, in each case, such consent not to be unreasonably withheld or delayed; provided that (i) each such assignment by a Lender of its Loans, Loan Certificates and Commitment shall be made in such manner so that the same portion of its Loans, Loan Certificates and Commitment is assigned to the respective assignee; (ii) no assignment shall be permitted if such would result in the Borrower or any Guarantor incurring any increased liability or cost under the Operative Documents as a result of such assignment based on laws in effect as of the date of such arrangement; and (iii) such assignment shall be effected by the execution and delivery by the assignee and assignor of an agreement in the form of the Loan Assignment Agreement attached as Exhibit B hereto. Upon execution and delivery by the assignee to the Borrower, the Administrative Agent and the Security Trustee of the Loan Assignment Agreement pursuant to which such assignee agrees to become a "Lender" hereunder (if not already a Lender) having the Commitment and/or Loan amount specified in such instrument, and upon consent thereto by the Borrower and, the Administrative Agent, to the extent required above, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Borrower, the Security Trustee and the Administrative Agent), the obligations, rights and benefits of a Lender hereunder holding the Commitment and/or Loan (or portions thereof) assigned to it (in addition to the Commitment and Loan, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment, be released from the Commitment (or portion thereof) so assigned.
 - (ii) [Reserved].
- (d) Upon prior written notice to the Borrower, each Lender may sell or agree to sell to one or more Persons, other than a Prohibited Assignee, a participation in all or any part of the Loan held by it, or in its Commitments, in which event each purchaser of a participation (a "**Participant**") shall be entitled to the rights and

benefits of the provisions hereof with respect to its participation in such Loan and Commitments as if such Participant were a "Lender" for purposes hereof. In no event shall a Lender that sells a participation agree with the Participant to take or refrain from taking any action hereunder or under any other Operative Document except that such Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) increase or extend the term, or extend the time or waive any requirement for the reduction or termination, of such Lender's Commitment, (ii) extend the date fixed for the payment of regularly scheduled principal or interest on the Loan or any portion of any fee hereunder payable to the Lender, (iii) reduce the amount of any such payment of principal or (iv) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Lenders, to a level below the portion of such rate or fee which the Participant is entitled to receive; provided that no Participant shall be entitled to any amounts under Clause 5.3 or 5.11 greater than the related Lender would be entitled to.

- (e) In addition to the assignments and participations permitted under the foregoing provisions of this Clause 19.3, any Lender may assign and pledge all or any portion of its Loan and its Loan Certificates to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank provided that neither the Borrower nor any Guarantor would incur an increased liability or cost under the Operative Documents as a result of such arrangement or pledge based on laws in effect at the time of such sale. No such assignment shall release the assigning Lender from its obligations hereunder.
- (f) Notwithstanding the above, a Lender may not assign or transfer all or any portion of its Loan, Commitment or any Loan Certificate or interest therein (i) in violation of the Securities Act or applicable foreign or state securities laws (ii) or with respect to Commitments, prior to the drawdown of the related Loans.

19.4 The words "execution," "signed," "signature," and words of like import in this Agreement and the other Operative Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

19.5 This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. The parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly

delivered, if requested. The parties agree that this Agreement, any addendum, exhibit or amendment hereto or any other document necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with E-Sign, UETA and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any secure third party electronic signature capture service with appropriate document access tracking, electronic signature tracking and document retention as may be reasonably chosen by a signatory hereto, including but not limited to DocuSign.

20. LIMITATION OF SECURITY TRUSTEE LIABILITY

It is expressly understood and agreed by the parties that (A) this document is executed and delivered by Bank of Utah, not individually or personally, but solely as Security Trustee, (B) each of the representations, undertakings and agreements herein made on the part of the Security Trustee is made and intended not as personal representations, undertakings and agreements by Bank of Utah, but only in its capacity as Security Trustee for the Administrative Agent and the Lenders, (C) nothing herein contained shall be construed as creating any liability on Bank of Utah, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (D) under no circumstances shall Bank of Utah be personally liable for the payment of any indebtedness or expenses of the Lenders or the Administrative Agent or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Security Trustee under this Agreement, the Operative Documents or any other related documents excluding, in each case, gross negligence, willful misconduct or simple negligence in the handling of money by the Security Trustee for which it shall be liable in its individual capacity.

21. LIMITATION ON LIABILITY

- 21.1 Notwithstanding anything contained in this Agreement to the contrary, recourse against the Borrower with respect to this Agreement shall be limited to the assets of the Borrower (other than the Borrower's paid up ordinary share capital (not to exceed [***]) and the Borrower's transaction fee (not to exceed [***])), as they may exist from time to time and each of the Security Trustee, the Administrative Agent and the Lenders agree not to seek before any court or Governmental Entity to have any shareholder, director or officer of the Borrower, held liable, in their personal or individual capacities, for any actions or inactions of the Borrower or any obligations or liability of the Borrower under this Agreement other than in the case of gross negligence or willful misconduct.
- 21.2 Each of the Security Trustee, the Administrative Agent and the Lenders agree that with respect to any actions or inactions of the Borrower or any obligations or liability of the Borrower under this Agreement, it shall not commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction relating to the

bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation (including provisional liquidation), dissolution, restructuring or analogous relief with respect to the Borrower.

21.3 Nothing in this Clause 21 shall:

21.3.1 be construed to limit the exercise of remedies pursuant to this Agreement in accordance with its terms; or

21.3.2 be construed to waive, release, reduce, modify or otherwise limit the obligations and liabilities of any guarantor of the Borrower's obligations or liabilities hereunder.

21.4 The provisions of this Clause 21 shall survive the termination of this Agreement.

22. CONTRACTUAL RECOGNITION OF BAIL-IN

Notwithstanding anything to the contrary in any Operative Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Operative Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

22.1 the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

22.2 the effects of any Bail-in Action on any such liability, including, if applicable:

22.2.1 a reduction in full or in part or cancellation of any such liability;

22.2.2 a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Operative Document; or

22.2.3 the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

22.3 The following definitions shall apply for the purposes of this Clause 22:

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

23. ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCS

To the extent that the Operative Documents provide support, through a guarantee or otherwise, for interest rate hedges or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Operative Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

- 23.1 In the event a Covered Entity that is party to a Supported QFC (each, a **Covered Party**) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Operative Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Operative Documents were governed by the laws of the United States or a state of the United States.

As used in this Clause 23, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

- (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

24. DIVISIONS

For all purposes under the Operative Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

25. CERTAIN ERISA MATTERS

25.1 Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other, that at least one of the following is and will be true:

- (a) such Lender is not using "plan assets" (within the meaning of 29 CFR §2510.3-101, as modified by *Section 3(42)* of ERISA, or otherwise) of one or more Benefit Plans in connection with the Borrowings,
- (b) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain

transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Borrowings and this Agreement,

- (c) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of *Part VI* of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Borrowings and this Agreement, (C) the entrance into, participation in, administration of and performance of the Borrowings and this Agreement satisfies the requirements of *subsections (b) through (g)* of *Part I* of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of *subsection (a)* of *Part I* of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Borrowings and this Agreement, or
- (d) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

25.2 In addition, unless either (x) subclause (a) in the immediately preceding Clause 25.1 is true with respect to a Lender or (y) a Lender has not provided another representation, warranty and covenant as provided in subclause (d) in the immediately preceding Clause 25.1, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Obligor, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Borrowings, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Operative Document or any documents related hereto or thereto).

26. NO ADVISORY OR FIDUCIARY RESPONSIBILITY

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Operative Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Affiliates and the Administrative Agent or any Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Operative Documents, irrespective of whether the Administrative Agent, or any Lender has advised or is advising the Borrower or its Affiliates on other matters, (ii)

the Administrative Agent and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Lenders, on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Operative Documents; and (b) (i) the Administrative Agent and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or its Affiliates, or any other Person; (ii) none of the Administrative Agent and the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Operative Documents; and (iii) the Administrative Agent and the Lenders and their respective branches and Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent and the Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Applicable Law, the Borrower hereby waives and releases any claims that it may have against any of the Administrative Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

27. RIGHT OF SETOFF

If an Event of Default shall have occurred and be continuing, each Lender, and each of their respective branches and Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender or any such branch or Affiliate, to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Operative Document to such Lender or its respective branches or Affiliates, irrespective of whether or not such Lender, branch or Affiliate shall have made any demand under this Agreement or any other Operative Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch office or Affiliate of such Lender different from the branch office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective branches and Affiliates under this Clause 27 are in addition to other rights and remedies (including other rights of setoff) that such Lender or its respective branches or Affiliates may have. Each Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER

VERTICAL HORIZONS JSA LIMITED, as Borrower

By: /s/ Linval Stewart
Name: Linval Stewart
Title: Director

[Credit Agreement]

SECURITY TRUSTEE

BANK OF UTAH, not in its individual capacity but solely as Security Trustee

By: /s/ Michael Arsenault

Name: Michael Arsenault

Title: Senior Vice President

By: /s/ Joseph H. Pugsley

Name: Joseph H. Pugsley

Title: Vice President

[Credit Agreement]

ADMINISTRATIVE AGENT

JSA INTERNATIONAL U.S. HOLDINGS, LLC, as Administrative Agent

By: /s/ Sruti Prakash

Name: Sruti Prakash

Title: EVP and General Counsel

LENDERS

JSA INTERNATIONAL U.S. HOLDINGS, LLC, as a Lender

By: /s/ Sruti Prakash

Name: Sruti Prakash

Title: EVP and General Counsel

[Credit Agreement]

SCHEDULE I
NOTICE & ACCOUNT INFORMATION

Lenders JSA International U.S. Holdings, LLC
 909 Montgomery Street, Suite 500,
 San Francisco, CA 94133
 Attention: Legal
 Telephone: ###
 E-mail: ###

Administrative Agent JSA International U.S. Holdings, LLC
 909 Montgomery Street, Suite 500,
 San Francisco, CA 94133
 Attention: Legal
 Telephone: ###
 E-mail: ###

Account Details: Bank: Citibank
 Address: PG & E Plaza, 245 Market Street,
 San Francisco, CA 94105
 ABA No.: ###
 Account Name: ###
 Account No.: ###
 Reference: ###

SCHEDULE II
ASSIGNED AIRCRAFT SCHEDULE

|US-DOCS\151480408.12||

**SCHEDULE III
AIRCRAFT SCHEDULE**

|US-DOCS\151480408.12||

**SCHEDULE IV
THE ADMINISTRATIVE AGENT**

1. Appointment of the Administrative Agent

- 1.1 Each of the Lenders appoints the Administrative Agent to act as its agent under and in connection with the Operative Documents.
- 1.2 Each of the Lenders authorizes the Administrative Agent to exercise the rights, powers, authorities and discretions specifically given to the Administrative Agent under or in connection with the Operative Documents together with any other incidental rights, powers, authorities and discretions.
- 1.3 Unless expressly provided otherwise in the Operative Documents, each of the Lenders shall exercise its rights through the Administrative Agent or the Security Trustee.

2. Duties of the Administrative Agent

- 2.1
 - (a) The Administrative Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Administrative Agent for that Party by any other Party.
 - (b) Paragraph (a) above shall not apply to any assignment agreement executed pursuant to Clause 19.3(c)(i) or (ii).
- 2.2 The Administrative Agent shall promptly forward to each of the Lenders a copy of any document or notice which is delivered to the Administrative Agent by the Security Trustee.
- 2.3 If the Administrative Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Lenders.
- 2.4 The Administrative Agent shall promptly notify the Lenders of any Default (in relation to which it has actual knowledge) arising under Clause 4(a) (*Non Payment*) of the Mortgage.
- 2.5 The Administrative Agent's duties under the Operative Documents are solely mechanical and administrative in nature.
- 2.6 Except where an Operative Document expressly and specifically provides otherwise, the Administrative Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

3. No fiduciary duties

- 3.1 Nothing in this Agreement constitutes the Administrative Agent as a trustee or fiduciary of any other Person.
- 3.2 The Administrative Agent shall not be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.
4. **Business with the Borrower**
- The Administrative Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.
5. **Rights and discretions of the Administrative Agent**
- 5.1 The Administrative Agent may rely on:
- (a) any representation, notice or document believed by it to be genuine, correct and appropriately authorized; and
 - (b) any statement made by a director, authorized signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.
- 5.2 The Administrative Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
- (a) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 4(a) ~~(Non-Payment)~~ of the Mortgage); and
 - (b) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised.
- 5.3 The Administrative Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts **provided that** such engagement shall not cause any additional expense or cost to the Borrower or any Guarantor unless approved in advance in writing by either such Guarantor.
- 5.4 The Administrative Agent may act in relation to the Operative Documents through its personnel and agents.
- 5.5 The Administrative Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- 5.6 Notwithstanding any other provision of any Operative Document to the contrary, the Administrative Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

6. Majority Lenders' instructions

- 6.1 Unless a contrary indication appears in an Operative Document, the Administrative Agent shall act in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from acting or exercising any right, power, authority or discretion vested in it as Administrative Agent) and shall not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with such an instruction of the Majority Lenders.
- 6.2 Unless a contrary indication appears in an Operative Document, any instructions given by the Majority Lenders will be binding on all the Lenders.
- 6.3 The Administrative Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.
- 6.4 In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) the Administrative Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.
- 6.5 The Administrative Agent is not authorized to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Operative Document.

7. Responsibility for documentation

The Administrative Agent is not (i) responsible for the legality, validity, effectiveness, adequacy or enforceability of any Operative Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Operative Document or (ii) responsible for any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by Applicable Law or regulation relating to insider dealing or otherwise, unless the Administrative Agent is informed by the Borrower or any Guarantor in writing that specific information being provided to the Administrative Agent is non-public information.

8. Exclusion of liability

- 8.1 Without limiting sub-clause 8.2, the Administrative Agent will not be liable for any action taken by it under or in connection with any Operative Document, unless directly caused by its gross negligence or willful misconduct.
- 8.2 No Party may take any proceedings against any officer, employee or agent of the Administrative Agent in respect of any claim it might have against the Administrative Agent or in respect of any act or omission of any kind by that officer, employee or agent

in relation to any Operative Document and any officer, employee or agent of the Administrative Agent may rely on this sub-clause. Any third party referred to in this sub-clause 8.2 may enjoy the benefit of and enforce the terms of this sub-clause 8.2.

- 8.3 The Administrative Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Operative Documents to be paid by the Administrative Agent if the Administrative Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Administrative Agent for that purpose.
- 8.4 Nothing in this Agreement shall oblige the Administrative Agent to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Administrative Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Administrative Agent.

9. Lenders' indemnity to the Administrative Agent

Each Lender shall (in proportion to its share of the total Commitments or, if the total Commitments are then zero, to its share of the total Commitments immediately prior to their reduction to zero) indemnify the Administrative Agent, within [***] of demand, against any cost, loss or liability incurred by the Administrative Agent (otherwise than by reason of the Administrative Agent's gross negligence or willful misconduct) in acting as Administrative Agent under the Operative Documents (unless the Administrative Agent has been reimbursed by the Borrower pursuant to an Operative Document).

10. Resignation of the Administrative Agent

- 10.1 The Administrative Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties and the Borrower.
- 10.2 Alternatively, the Administrative Agent may resign with the consent of the Borrower (such consent not to be unreasonably withheld or delayed and **provided that**, such consent shall not be required if there shall have occurred and be continuing an Event of Default) by giving notice to the Lenders, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Administrative Agent.
- 10.3 If the Majority Lenders have not appointed a successor Administrative Agent in accordance with sub-clause 10.2 within [***] after notice of resignation was given, the Administrative Agent (after consultation with the Borrower) may appoint a successor Administrative Agent.
- 10.4 The retiring Administrative Agent shall, at its own cost, make available to the successor Administrative Agent such documents and records and provide such assistance as the

successor Administrative Agent may reasonably request for the purposes of performing its functions as Administrative Agent under the Operative Documents.

- 10.5 The Administrative Agent's resignation notice shall only take effect upon the appointment of a successor.
- 10.6 Upon the appointment of a successor, the retiring Administrative Agent shall be discharged from any further obligation in respect of the Operative Documents but shall remain entitled to the benefit of this Clause 10. Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- 10.7 With (prior to the occurrence of an Event of Default that is continuing) the consent of the Borrower (such consent not to be unreasonably withheld or delayed), the Majority Lenders may, by notice to the Administrative Agent, require it to resign in accordance with sub-clause 10.2. In this event, the Administrative Agent shall resign in accordance with sub-clause 10.2.

11. Confidentiality

- 11.1 In acting as agent for the Lenders, the Administrative Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- 11.2 If information is received by another division or department of the Administrative Agent, it may be treated as confidential to that division or department and the Administrative Agent shall not be deemed to have notice of it.
- 11.3 Notwithstanding any other provision of any Operative Document to the contrary, the Administrative Agent is not obliged to disclose to any other person any confidential information or any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

12. Relationship with the Lenders

The Administrative Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than [***] prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

13. Credit appraisal by the Lenders

Without affecting the responsibility of the Obligors for information supplied by it or on its behalf in connection with any Operative Document and the transactions contemplated thereby, each Lender confirms to the Administrative Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and

investigation of all risks arising under or in connection with any Operative Document including but not limited to:

- 13.1 the financial condition, status and nature of the Obligors;
- 13.2 the legality, validity, effectiveness, adequacy or enforceability of any Operative Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document;
- 13.3 whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Operative Document, the transactions contemplated by the Operative Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document; and
- 13.4 the adequacy, accuracy and/or completeness of any information provided by any Party or by any other person under or in connection with any Operative Document, the transactions contemplated by the Operative Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document.

14. **Written Directions**

The Borrower shall be entitled to rely on any written direction believed by it (acting reasonably) to be given by the Administrative Agent or the Security Trustee, as the case may be, as having been authorized, to the extent required by this Agreement, by all the Finance Parties.

15. **Erroneous Payments**

- 15.1 If the Administrative Agent (x) notifies a Lender, the Security Trustee, or any Person who has received funds on behalf of a Lender, the Security Trustee (any such Lender, the Security Trustee or other recipient (and each of their respective successors and assigns), a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding Clause 15.2) that any funds (as set forth in such notice from the Administrative Agent) received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, the Security Trustee or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Clause 15 and held in trust for the benefit of the Administrative Agent, and such Lender or Security Trustee shall (or, with

respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than [***] thereafter (or such later date as the Administrative Agent may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Clause 15.1 shall be conclusive, absent manifest error.

- 15.2 Without limiting immediately preceding Clause 15.1, each Lender, the Security Trustee or any Person who has received funds on behalf of a Lender or the Security Trustee (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Bank or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:
- (a) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and
 - (b) such Lender or Security Trustee shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within [***] of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Clause 15.2(b).

For the avoidance of doubt, the failure to deliver a notice to the Administrative Agent pursuant to this Clause 15.2(b) shall not have any effect on a Payment Recipient's

obligations pursuant to Clause 15.2(a) or on whether or not an Erroneous Payment has been made.

- 15.3 Each Lender, Issuing Bank or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Financing Party under any Operative Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Financing Party under any Operative Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under immediately preceding Clause 15.1.
- 15.4 (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with immediately preceding Clause 15.1, from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Administrative Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement (or, to the extent applicable, an agreement incorporating an Assignment Agreement by reference pursuant to an approved electronic platform as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Loan Certificates evidencing such Loans to the Borrower or the Administrative Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Administrative Agent and the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Administrative Agent will reflect in the Certificate Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency

Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

- 15.5 The parties hereto agree that (x) irrespective of whether the Administrative Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, Issuing Bank or Secured Party, to the rights and interests of such Lender, Issuing Bank or Secured Party, as the case may be) under the Operative Documents with respect to such amount (the "**Erroneous Payment Subrogation Rights**") (provided that the Obligors' Secured Obligations under the Operative Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Secured Obligations in respect of Loans that have been assigned to the Administrative Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Secured Obligations owed by the Borrower or any other Loan Party; provided that this Clause 15 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making such Erroneous Payment.
- 15.6 To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim,

counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

- 15.7 Each party's obligations, agreements and waivers under this Clause 15 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Operative Document.

SCHEDULE V
THE SECURITY TRUSTEE

1. Acceptance of Trusts

The Security Trustee hereby confirms its acceptance of the trusts created under the Mortgage and the other Operative Documents and covenants and agrees to perform and observe all of its covenants and undertakings set forth in this Agreement, the Mortgage and the other Operative Documents, which shall govern the duties and responsibilities of the Security Trustee to the Finance Parties. The parties hereto agree that Bank of Utah, in its capacity as Security Trustee, acts hereunder solely as security trustee as herein provided and not in its individual capacity except as otherwise herein provided.

2. Duties and Responsibilities of the Security Trustee to the Finance Parties

- 2.1 In the event the Security Trustee shall have knowledge of an Event of Default (which shall not have been cured), the Security Trustee shall give prompt written notice of such Event of Default to the Administrative Agent. Subject to the provisions of sub-clause 3.3 of this Schedule V, the Security Trustee shall take such action with respect to any Event of Default as the Security Trustee shall be instructed in writing by the Majority Lenders. If the Security Trustee shall not have received instructions as above provided within [***] after the mailing of notice of such Event of Default the Security Trustee shall, subject always to instructions received thereafter pursuant to the preceding sentence, take such action, or refrain from taking such action, but shall be under no duty to take or refrain from taking any action, with respect to such Event of Default as it shall determine advisable in the best interests of the Finance Parties and shall use the same degree of care and skill in connection therewith as a prudent person would use under the circumstances in the conduct of his or her own affairs. In the absence of actual knowledge of an officer in the "Corporate Trust Department" or its equivalent of the Security Trustee, the Security Trustee shall not be deemed to have knowledge of an Event Default unless notified in writing of such Event of Default by the Administrative Agent.
- 2.2 Subject to the terms of sub-clauses 2.1 and 2.3(f) of this Schedule V, with respect to the Aircraft and each Operative Document, upon the written instructions at any time and from time to time of the Majority Lenders, the Security Trustee shall take such of the following actions as may be specified in such instructions: (i) give such notice or direction or exercise such right, remedy or power hereunder or under the Operative Documents as shall be specified in such instructions; and (ii) approve as satisfactory to the Security Trustee all matters expressly required by the terms hereof or thereof to be satisfactory to the Security Trustee, it being understood that without the written instructions of the Majority Lenders the Security Trustee shall not approve any such matter as satisfactory to the Security Trustee. The Security Trustee shall execute such documents as may be required under this Agreement or any other Operative Document as may be specified from time to time in written instructions of the Majority Lenders.

- 2.3 No provision of this Agreement shall be construed to relieve the Security Trustee from liability for the Security Trustee's own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct or the Security Trustee's simple negligence in the handling of money, except that:
- (a) the duties and obligations of the Security Trustee shall be determined solely by the express provisions of this Agreement, and the Security Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Security Trustee;
 - (b) in the exercise of good faith, the Security Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Security Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Security Trustee, the Security Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement or the other Operative Documents;
 - (c) the Security Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of it, unless it shall be proved that the Security Trustee was grossly negligent in ascertaining the pertinent facts;
 - (d) the Security Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without gross negligence (or simple negligence in the handling of money) in accordance with the direction in writing of the Majority Lenders, relating to the time, method and place of conducting any proceeding for any remedy available to the Security Trustee, or exercising any right or power conferred upon the Security Trustee under this Agreement, and shall not be obligated to perform any discretionary act under this Agreement without the instructions in writing of the Majority Lenders;
 - (e) the Security Trustee shall not be under any obligation to exercise any rights or powers or take any other action upon the instructions of the Majority Lenders (including, without limitation, the insuring, taking care of or taking possession of the Aircraft or any Engine), and no provision of this Agreement shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability, unless and until the Security Trustee shall have been fully indemnified by any person reasonably acceptable to the Security Trustee against all liability and expense in connection with the exercise of such right or power or the taking of such other action; and
 - (f) the Security Trustee shall have a claim and Lien upon, the Collateral and this Agreement and the Assigned Purchase Agreement prior to the other Finance Parties for any costs or expenses incurred by the Security Trustee acting in

accordance with written instructions from Administrative Agent and for which the Security Trustee shall not have been reimbursed.

- 2.4 Promptly upon receipt by the Security Trustee from either Obligor of the financial statements, reports and other documents to be furnished by either Obligor pursuant to this Agreement or pursuant to the other Operative Documents, if any, and of all other notices and documents to be delivered by the Obligors to the Security Trustee pursuant to the other Operative Documents, the Security Trustee shall furnish copies thereof to the Administrative Agent, unless such notices and documents have previously been so provided.

3. Certain Rights of the Security Trustee

Except as otherwise provided above:

- 3.1 the Security Trustee may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;
- 3.2 whenever in the administration of this Agreement the Security Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Security Trustee (unless other evidence be herein specifically prescribed) may, in the exercise of good faith on its part, rely on a certificate of a responsible officer of any Person;
- 3.3 the Security Trustee may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in reliance thereon;
- 3.4 the Security Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement; and
- 3.5 in furtherance of any trust created hereby, the other Finance Parties shall provide the Security Trustee with all such further documents as the Security Trustee may reasonably request from time to time, in order to give effect to the trust created hereby.

4. Application of Debt Service and Other Payment

To the extent received and subject to Clause 5 (*Funds May Be Held by Security Trustee*) of this Schedule V, the Security Trustee covenants and agrees to apply all payments received by it under this Agreement and the other Operative Documents when and as the same shall be received in the order of priorities specified in Clause 5.4 (*Distribution of Funds Received*) of this Agreement.

5. Funds May Be Held by Security Trustee

Any monies, proceeds from any Collateral, until at any time paid to or property held by the Security Trustee as part of the Collateral, paid out by the Security Trustee as herein provided, shall be held by the Security Trustee on deposit in an Eligible Account, and the Security Trustee shall (unless an Event of Default shall have occurred and be continuing) account to the Borrower for interest upon any such monies so held or shall invest such monies in Cash Equivalents.

6. Security Trustee Not Liable for Delivery Delays or Defects in the Aircraft or Title or any Operative Document; May Perform Duties by Other Finance Parties; Reimbursement of Expenses; Holding of the Operative Documents; Monies Held in Trust

- 6.1 Except as otherwise provided in Clause 2 (*Duties and Responsibilities of the Security Trustee*) of this Schedule V above, the Security Trustee shall not be liable to any Person for any delay in the delivery of the Aircraft, or for any default on the part of Airbus or the Borrower, or for any defect in the Aircraft or in the title thereto or any Operative Document, nor shall anything herein be construed as a warranty on the part of the Security Trustee in respect thereof or as a representation on the part of the Security Trustee in respect of the value thereof, or in respect of the title thereto or adequacy thereof, except to the extent provided in sub-clause 6.2 of this Schedule V.
- 6.2 Except as otherwise provided in Clause 2 of this Schedule V (*Duties and Responsibilities of the Security Trustee*) above, the Security Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be answerable for only its own acts, gross negligence, willful misconduct (or mere negligence in the handling of money), and not for the default or misconduct of any attorney, agent or servant appointed by it with due care. The Security Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or any other Operative Document.
- 6.3 Subject to any limitations set forth in a Fee Letter, the Security Trustee shall be entitled to receive payment of its reasonable expenses and disbursements hereunder (except expenses and disbursements incurred pursuant to sub-clause 8.1 of this Schedule V but including its expenses and disbursements in connection with the enforcement of its rights as Security Trustee for the relevant Collateral, in enforcing remedies hereunder, under the Agreement or under the other Operative Documents, or in collecting upon, maintaining, refurbishing or preparing for sale any portion of the Collateral) and to receive compensation for all services rendered by it in performing its duties in accordance with the terms of this Agreement. All such fees, expenses and disbursements shall be paid by the Borrower (unless paid by a Guarantor) in accordance with the relevant Fee Letter.
- 6.4 Any monies or proceeds from any Collateral at any time held by the Security Trustee hereunder or any other Operative Document shall, until paid out by the Security Trustee

as herein provided, be held by it in trust as herein provided for the benefit of the Finance Parties.

7. Successor Security Trustee

7.1 Persons Eligible for Appointment as Security Trustee

There shall at all times be a Security Trustee hereunder, which shall be a banking institution, trust company or corporation having a combined capital and surplus of at least [***], and in the case of a corporation, which is authorized under Applicable Law to exercise corporate trust powers and is subject to supervision or examination by federal or state banking authority. If any such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Clause 7.1, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Security Trustee shall cease to be eligible in accordance with the provisions of this Clause 7.1, the Security Trustee shall resign immediately in the manner and with the effect specified in Clause 8 (*Resignation and Removal; Appointment of Successor Security Trustee*) of this Schedule V below.

8. Resignation and Removal; Appointment of Successor Security Trustee

- 8.1 The Security Trustee may at any time resign by giving written notice of resignation to the Administrative Agent, with a copy to the Borrower and the Administrative Agent shall promptly notify the Lenders thereof. Upon receipt by the Lenders of such written notice of resignation, the Lenders shall promptly appoint a successor agent, by written instrument, which successor shall be reasonably acceptable to the Borrower so long as no Event of Default shall have occurred and be continuing, in which case, one copy of which instrument shall be delivered to the Security Trustee so resigning, one copy to the successor agent and one copy to each of the Finance Parties. If no successor agent shall have been so appointed and have accepted appointment within [***] after the giving of such notice of resignation, the resigning agent may petition any court of competent jurisdiction for the appointment of a successor agent, or the Finance Parties may petition any such court for the appointment of a successor agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor agent reasonably acceptable to Administrative Agent.
- 8.2 With the consent of the Borrower (such consent not to be unreasonably withheld or delayed), the Majority Lenders may, by notice to the Security Trustee, require it to resign in accordance with Clause 8.1 of this Schedule V. In this event, the Security Trustee shall resign in accordance with Clause 8.1 of this Schedule V.
- 8.3 Any resignation or removal of the Security Trustee and appointment of a successor trustee pursuant to any of the provisions of this Clause 8 shall become effective upon

acceptance of appointment by the successor trustee as provided in Clause 9 of this Schedule V *Acceptance of Appointment by Successor Security Trustee*) below.

9. Acceptance of Appointment by Successor Security Trustee

Any successor trustee appointed as provided in Clause 8 of this Schedule V *Resignation and Removal; Appointment of Successor Security Trustee*) above shall execute, acknowledge and deliver to the relevant beneficiaries, and to its predecessor agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the title, rights, powers, duties and obligations of its predecessor hereunder and under the Operative Documents to which its predecessor was a party, with like effect as if originally named as the "Security Trustee" herein and therein, and every provision hereof or thereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein and therein in the place and instead of the Security Trustee; but nevertheless, on the written request of a Finance Party, or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall transfer and deliver to such successor all monies, if any, the Aircraft, the Collateral, the Operative Documents and other property held by the trustee so ceasing to act, shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act, and shall execute and deliver such instruments of transfer as may be reasonably requested by such successor trustee or required by any Applicable Law. Upon request of any such successor trustee, the relevant beneficiary shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers and recognizing the transfer of title as aforesaid, and shall do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Aircraft, the Collateral, the Operative Documents and other property in the Collateral. Any trustee ceasing to act shall, nevertheless, retain a Security Interest upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Clause 6 of this Schedule V *(Security Trustee Not Liable for Delivery Delays or Defects in the Aircraft or Title or any Operative Document; May Perform Duties by other Finance Parties; Reimbursement of Expenses; Holding of the Operative Documents; Monies held in Trust)*. No successor trustee shall accept appointment as provided in this Clause 9 of this Schedule V *Acceptance of Appointment by Successor Security Trustee*) unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Clause 7.1 of this Schedule V *(Persons Eligible for Appointment as Security Trustee)*. Upon acceptance of appointment by a successor trustee as provided in this Clause 9 of this Schedule V such successor trustee shall mail notice of the succession of such trustee hereunder to the Finance Parties.

10. Merger or Consolidation of Security Trustee

Any corporation into which the Security Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or conversion or consolidation to which the Security Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Security Trustee, shall be the successor of the Security Trustee hereunder, provided such corporation shall be eligible under the provisions of Clause 7.1 of this Schedule V (*Persons Eligible for Appointment as Security Trustee*), without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. Appointment of Additional and Separate Security Trustees

If at any time or times the Security Trustee shall deem it necessary or prudent in order to conform to any law of any jurisdiction in which the Aircraft, the Collateral or any Operative Document shall be situated or in which any of the same is expected to be enforced, or the Security Trustee shall be advised by counsel that it is so necessary or prudent in the interest of the beneficiaries or the beneficiaries shall in writing so request the Security Trustee, the Security Trustee shall execute and deliver an agreement supplemental hereto and all other instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Security Trustee, the Administrative Agent and, while no Default is continuing, the Borrower (such consent not to be unreasonably withheld or delayed) which is a reputable financial institution either to act as additional trustee or trustees of the Aircraft, the Collateral or the Operative Documents, jointly with the Security Trustee originally named herein or any successor or successors, or to act as separate agent or agents of the Aircraft, the Collateral or the Operative Documents, in any such case with such powers as may be provided in such supplemental agreement, and to vest in such bank, trust company or Person as such additional agent or separate agent, as the case may be, any property, title, right or power of the Security Trustee deemed necessary or advisable, subject to the remaining provisions of this sub-clause. The Security Trustee may execute, deliver and perform any deed, conveyance, assignment or other instrument in writing as may be required by any additional agent or separate agent for more fully and certainly vesting in and confirming to it or him any property, title, right or powers which by the terms of such supplemental agreement are expressed to be conveyed or conferred to or upon such additional agent or separate agent. Every additional agent and separate agent hereunder shall, to the extent permitted by law, be appointed and act as and be such, and the Security Trustee and its successors as the Security Trustee shall act as and be such, subject to the following provisions and conditions:

- 11.1 all powers, duties, obligations and rights conferred upon the Security Trustee in respect of the receipt, custody and payment of monies shall be exercised solely by the Security Trustee or its successor as Security Trustee;
- 11.2 all other rights, powers, duties and obligations conferred or imposed upon the Security Trustee shall be conferred or imposed upon and exercised or performed by the Security

Trustee or its successor as Security Trustee and such additional agent or agents and separate agent or agents jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Security Trustee or its successor as Security Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Aircraft in any such jurisdiction) shall be exercised and performed by such additional agent or agents or separate agent or agents;

- 11.3 no power hereby given to, or which it is hereby provided may be exercised by, any such additional agent or separate agent shall be exercised hereunder by such additional agent or separate agent except jointly with, or with the consent of, the Security Trustee or its successor as Security Trustee, anything herein contained to the contrary notwithstanding; and
- 11.4 no agent hereunder shall be personally liable by reason of any act or omission of any other agent hereunder.

If at any time the Security Trustee shall deem it no longer necessary or prudent in order to conform to any such law or shall be advised by such counsel that it is no longer so necessary or prudent in the interest of the Finance Parties then the Administrative Agent shall in writing so request the Security Trustee, and the Security Trustee shall execute and deliver all instruments and agreements necessary or proper to remove any additional agent or separate agent. Any additional agent or separate agent may at any time by an instrument in writing constitute the Security Trustee his agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion which he is authorized or permitted to do or exercise, for and in his behalf and in his name. In case any such additional agent or separate agent shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of such additional agent or separate agent, as the case may be, so far as permitted by law, shall vest in and be exercised by the Security Trustee, without the appointment of a new successor to such additional agent or separate agent, unless and until a successor is appointed in the manner hereinbefore provided. Any request, approval or consent in writing by the Security Trustee to any additional agent or separate agent shall be sufficient warrant to such additional agent or separate agent, as the case may be, to take such action as may be so requested, approved or consented to. Each additional agent and separate agent appointed pursuant to this Clause 11 (*Appointment of Additional and Separate Security Trustees*) shall be subject to, and shall have the benefit of, Clause 2 of this Schedule V (*Duties and Responsibilities of the Security Trustee to the Finance Parties*) and Clause 3 of this Schedule V (*Certain Rights of the Security Trustee*).

12. Dealing with Parties

The Security Trustee may accept deposits from, lend money to and generally engage in any kind of banking activities or other business with any party to the Operative Documents and any Affiliate of such party.

SCHEDULE VI
BFE

**EXHIBIT A
FUNDING NOTICE**

_____, 20__

JSA International U.S. Holdings, LLC, Administrative Agent

Re: **Predelivery Deposit Payment Financing for up to [***] Airbus Aircraft**

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of September 26, 2024 (the "**Credit Agreement**"; capitalized terms used herein without definition shall have the definitions specified in the Credit Agreement) entered into among Vertical Horizons JSA Limited, as borrower (the "**Borrower**"), the lenders party thereto, as lenders (the "**Lenders**"), Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as administrative agent.

1. Pursuant to Clause 2.3(a) of the Credit Agreement, Borrower hereby requests a Loan in accordance with the following parameters:
 - (1) Aircraft Number(s): _____
 - (2) Initial Borrowing/Borrowing Date: _____
 - (3) Loan: \$_____
 - (4) Equity Contribution: \$_____
2. The Borrower confirms that all Equity Contributions for the Aircraft the subject of this Loan have been made or will be made by the Borrowing Date.
3. Please distribute the proceeds of the Loan as follows: [Insert payment instructions]
4. Borrower hereby confirms that the representations and warranties of the Borrower in Clause 7 of the Credit Agreement are true and accurate on the date hereof as though made on the date hereof except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties were true and accurate on and as of such earlier date).

5. In consideration of the Lenders making their funds available on the Borrowing Date specified in this Funding Notice, in the event that the Loan does not take place on the Borrowing Date specified in this Funding Notice or in the event the Loan takes place on any Delayed Borrowing Date, the Borrower shall compensate the Lenders for their net loss on such funds, including breakage costs, if any, by paying the Lenders interest on the aggregate amount thereof (calculated on the basis of a 360-day year and actual days elapsed) at a rate equal to the Applicable Rate for the period from and including the Borrowing Date specified in this Funding Notice to but excluding the earlier of (x) the Business Day on which the Borrowing Date shall actually occur, (y) the Business Day on which the Borrower shall notify the Lenders that the Borrowing will not occur prior to the Delayed Borrowing Date (if such notice is given prior to [***] or if later, until the Business Day subsequent to such notice date), or (z) the Delayed Borrowing Date.

For the purposes of the first Loan under this Funding Notice, the Credit Agreement shall be treated as executed and delivered even if it is yet to be executed and delivered. By signing below the Borrower indemnifies the Lenders against any loss they may incur in respect of the first Loan under this Funding Notice.

The terms and provisions of this Funding Notice shall be binding upon and inure to the benefit of the Lenders and the Borrower and their successors and assigns.

THIS FUNDING NOTICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

VERTICAL HORIZONS JSA LIMITED

By: _____

Name:

Title:

EXHIBIT B
LOAN ASSIGNMENT AGREEMENT

LOAN ASSIGNMENT AGREEMENT dated as of _____, _____ between _____ (the "Assignee") and _____ (the "Assignor") [_____ (the "Borrower") and, _____ (the "Guarantors")].

RECITALS

WHEREAS, the Assignor is the holder of the Loan Certificate No. _____ dated as of _____, _____ (the "Assignor's Loan Certificate") issued under the Credit Agreement, dated as of September 26, 2024 (the "Credit Agreement") among Vertical Horizons JSA Limited ("Borrower"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "Administrative Agent");

WHEREAS, the Assignor proposes to assign to the Assignee \$_____ of the \$_____ Assignor's Loan Certificate and a pro rata portion of all of the rights and obligations of the Assignor under the Credit Agreement and the other Operative Documents (as defined below) in respect thereof, on the terms and subject to the conditions specified herein, and the Assignee proposes to accept the assignment of such rights and obligations from the Assignor on such terms and subject to such conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Definitions

Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined.

2. Assignment

- (a) On _____, _____ (the "Effective Date"), and on the terms and subject to the conditions specified herein, the Assignor will sell, assign and transfer to the Assignee, without recourse to or representation, express or implied, by the Assignor (except as expressly specified in Paragraph 5 hereof), a \$_____ portion of the Assignor's Loan Certificate and a pro rata portion of the rights and obligations of the Assignor under the Credit Agreement and the other Operative Documents in respect thereof (but not with respect to any indemnity or other claim, interest thereon at the Past Due Rate and breakage amounts, if any, accrued and unpaid as of the Effective Date or thereafter payable to the Assignor in respect of the period prior to the Effective Date), and the Assignee shall accept such assignment from the Assignor and assume all of the obligations of the Assignor accruing from and after the Effective Date under the Credit Agreement
-

and the other Operative Documents relating to the Assignor's Loan Certificate on such terms and subject to such conditions.

- (b) Upon the satisfaction of the conditions specified in Paragraph 4, (A) the Assignee shall, on the Effective Date, succeed to the rights and be obligated to perform the obligations of a Lender under the Credit Agreement and the other Operative Documents, and (B) the Assignor shall be released from its obligations under the Credit Agreement and the other Operative Documents accrued from and after the Effective Date, in each case to the extent such obligations have been assumed by the Assignee.

3. Payments

As consideration for the sale, assignment and transfer contemplated in Paragraph 2 hereof, the Assignee shall pay to the Assignor, on the Effective Date, in lawful currency of the United States and in immediately available funds, to the account specified below its signature on the signature pages hereof, an amount equal to \$_____.

4. Conditions

This Assignment Agreement shall be effective upon the due execution and delivery of this Assignment Agreement by the Assignor and the Assignee and the effectiveness of the assignment contemplated by Paragraph 2 hereof is subject to:

- (a) the receipt by the Assignor of the payment provided for in Paragraph 3;
- (b) the delivery to the Administrative Agent of the Assignor's Loan Certificate, duly endorsed for [partial] transfer to the Assignee, together with a request in the form attached hereto as Exhibit A that a new Loan Certificate be issued to the Assignee and Assignor; and
- (c) the notification by the Assignee to the Borrower of its identity and of the country of which the Assignee is a resident for tax purposes.

5. Representations and Warranties of the Assignor

The Assignor represents and warrants as follows:

- (a) the Assignor has full power and authority, and has taken all action necessary to execute and deliver this Assignment Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Assignment Agreement and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment Agreement, and no governmental authorizations or other authorizations are required in connection therewith;
- (b) the Assignor's interest in the Assignor's Loan Certificate is free and clear of any and all Liens created by or through the Assignor;

- (c) this Assignment Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms; and
- (d) the Assignor has received no written notice of any Default having occurred and continuing on the date of execution hereof.

6. Representations and Warranties of the Assignee

The Assignee hereby represents and warrants to the Assignor and Borrower that:

- (a) the Assignee has full power and authority, and has taken all action necessary to execute and deliver this Assignment Agreement and any and all other documents required or permitted to be executed or delivered by it in connection with this Assignment Agreement and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment Agreement, and no governmental authorizations or other authorizations are required in connection therewith;
- (b) this Assignment Agreement constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms; and
- (c) the Assignee has fully reviewed the terms of the Operative Documents and has independently and without reliance upon the Assignor and based on such information as the Assignee has deemed appropriate, made its own credit analysis and decision to enter into this Assignment Agreement.

7. Further Assurances

The Assignor and the Assignee hereby agree to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment Agreement.

8. Governing Law

THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. Notices

All communications between the parties or notices in connection herewith shall be in writing, hand-delivered or sent by ordinary mail or facsimile, addressed as specified on the signature pages hereof. All such communications and notices shall be effective upon receipt.

10. Binding Effect

This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Integration of Terms

This Assignment Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and other writings with respect to the subject matter hereof.

12. Counterparts

This Assignment Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNEE]

By: ____
Name:
Title:

Address for Notices:
Wire Instructions:

[ASSIGNOR]

By: ____
Name:
Title:

Address for Notices:
Wire Instructions:

[BORROWER]

By: ____
Name:
Title:

[GUARANTOR]

By: ____
Name:
Title:

[GUARANTOR]

By: ____
Name:
Title:

[GUARANTOR]

By: ____
Name:
Title:

EXHIBIT C
FORM OF STEP-IN AGREEMENT

[on file with Airbus]

EXHIBIT D-1
FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 26, 2024 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vertical Horizons JSA Limited ("Borrower"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Clause 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT D-2
FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 26, 2024 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vertical Horizons JSA Limited ("Borrower"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Clause 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT D-3
FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 26, 2024 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vertical Horizons JSA Limited ("Borrower"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Clause 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT D-4
FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of September 26, 2024 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Vertical Horizons JSA Limited ("Borrower"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "Administrative Agent").

Pursuant to the provisions of Clause 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Operative Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "ten percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT E
FORM OF LOAN CERTIFICATE

No.
Up to \$

New York, New York
[Effective Date]

Vertical Horizons JSA Limited (the "**Borrower**") hereby promises to pay to [] (the "**Lender**"), or registered transferees, the principal sum of _____ (\$_____), or, if less, the aggregate unpaid principal amount of all Loans made by Lender to Borrower pursuant to that certain Credit Agreement dated as of September 26, 2024 (the "**Credit Agreement**") among the Borrower, Bank of Utah, not in its individual capacity but solely as security trustee as Security Trustee, and JSA International U.S. Holdings, LLC, as Administrative Agent (the "**Administrative Agent**") and certain lenders named therein, payable in full on the final Maturity Date, together with interest on the unpaid principal amount hereof from time to time outstanding from and including the Effective Date until such principal amount is paid in full. The applicable interest rate for the Loans evidenced by this note can vary in accordance with the definition of "Applicable Rate" in the Credit Agreement. Interest shall accrue with respect to each Interest Period at the Applicable Rate in effect for such Interest Period and shall be payable in arrears on each Interest Payment Date and on the date this Loan Certificate is paid in full. This Loan Certificate shall bear interest at the Past Due Rate on any principal hereof, and, to the extent permitted by Applicable Law, interest and other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for any period during which the same shall be overdue, payable on demand by the Lender.

Borrower hereby acknowledges and agrees that this note is one of the Loan Certificates referred to in, evidences indebtedness incurred under, and is subject to the terms and provisions of, the Credit Agreement including, without limitation, the repayment in full of the Loans made in respect of an Aircraft in accordance with Clause 5.2(d) of the Credit Agreement. The Credit Agreement, to which reference is hereby explicitly made, sets forth said terms and provisions, including those under which this Loan Certificate may or must be paid prior to its due date or may have its due date accelerated.

All payments of principal, the breakage costs, if any, and interest and other amounts to be made to the Lender or under the Credit Agreement and that certain Mortgage and Security Agreement dated as of the Effective Date (as amended or supplemented from time to time, the "**Mortgage**") among the Borrower, the Administrative Agent and the Security Trustee, shall be made in accordance with the terms of the Credit Agreement and the Mortgage.

The Lender, by its acceptance of this Loan Certificate, agrees to be bound by all provisions of the Operative Documents applicable to Lenders.

This Loan Certificate is one of the Loan Certificates referred to in, and issued pursuant to, the Credit Agreement and the Mortgage. The Collateral is held by the Security Trustee as security, in part, for the Loan Certificates. Reference is hereby made to the Credit Agreement and the Mortgage for a statement of the rights and obligations of the Lender, and the nature and extent of the security for this Loan Certificate and of the rights and obligations of the other Lenders, and the nature and extent of the security for the other Loan Certificates, as well as for a statement of the terms and conditions of the trusts created by the Mortgage, to all of which terms and conditions in the Credit Agreement and the Mortgage each Lender agrees by its acceptance of this Loan Certificate.

There shall be maintained a Certificate Register for the purpose of registering transfers and exchanges of Loan Certificates at the office of the Administrative Agent specified in the Credit Agreement or at the office of any successor Administrative Agent in the manner provided in Clause 5.6 of the Credit Agreement. As provided in the Credit Agreement and the Mortgage and subject to certain limitations specified therein, this Loan Certificate or any interest herein may, subject to the next following paragraph, be assigned or transferred, and the Loan Certificates are exchangeable for a like aggregate original principal amount of Loan Certificates of any authorized denomination, as requested by the Lender surrendering the same.

Prior to the due presentment for registration or transfer of this Loan Certificate, the Borrower and the Administrative Agent shall deem and treat the person in whose name this Loan Certificate is registered on the Certificate Register as the absolute owner of this Loan Certificate and the Lender for the purpose of receiving payment of all amounts payable with respect to this Loan Certificate and for all other purposes whether or not this Loan Certificate is overdue, and neither the Borrower nor the Administrative Agent shall be affected by notice to the contrary.

This Loan Certificate is subject to prepayment as permitted by Clauses 5.9 and 5.10 of the Credit Agreement and to acceleration by the Administrative Agent as provided in Clause 5 of the Mortgage, and the Lender, by its acceptance of this Loan Certificate, agrees to be bound by said provisions.

Terms defined in the Credit Agreement and in the Mortgage have the same meaning when used in this Loan Certificate.

THIS LOAN CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Borrower has caused this Loan Certificate to be executed in its corporate name by its officer thereunto duly authorized, as of the date hereof.

VERTICAL HORIZONS JSA LIMITED

By: ____
Name:
Title:

EXHIBIT F
FORM OF COMPLIANCE CERTIFICATE

EXHIBIT G
Form of Notice of Aircraft Schedule Amendment

_____, 20__

JSA International U.S. Holdings, LLC, Administrative Agent

Re: Amended and Restated Aircraft Schedule

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement dated as of September 26, 2024 (the "**Credit Agreement**"; capitalized terms used herein without definition shall have the definitions specified in the Credit Agreement) entered into among Vertical Horizons JSA Limited, as borrower (the "**Borrower**"), the institutions listed on Schedule I thereto, as lenders (the "**Lenders**"), Bank of Utah, not in its individual capacity but solely as Security Trustee, and JSA International U.S. Holdings, LLC, as administrative agent (the "**Administrative Agent**").

[Pursuant to Clause 2.5 of the Credit Agreement, Borrower hereby notifies the Administrative Agent (on behalf of the Lenders) of the details of the Substituted Aircraft as set forth in Schedule I attached hereto and the Administrative Agent by signing the below hereby acknowledges that the Aircraft Schedule (Schedule III of the Credit Agreement) is hereby amended and restated in its entirety as of the date set forth above to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken-text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Schedule I attached hereto. The Borrower hereby confirms that (i) the Substitution Requirement has been satisfied with respect to such Substituted Aircraft and (ii) all Equity Contributions for the Substituted Aircraft have been made.]

[Pursuant to Clause 10.12 of the Credit Agreement, Borrower hereby notifies the Administrative Agent (on behalf of the Lenders) of the details of the delivery changes with respect to certain Aircraft as set forth in Schedule I attached hereto and the Administrative Agent by signing the below hereby acknowledges that the Aircraft Schedule (Schedule III of the Credit Agreement) is hereby amended and restated in its entirety as of the date set forth above to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken-text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in Schedule I attached hereto.]

This Notice may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

THIS NOTICE OF AIRCRAFT SUBSTITUTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

VERTICAL HORIZONS JSA LIMITED, as Borrower

By: _____

Name:

Title:

Acknowledged and agreed by:

JSA INTERNATIONAL U.S. HOLDINGS, LLC, as
Administrative Agent

By: _____

Name:

Title:

SCHEDULE I
AMENDED AND RESTATED AIRCRAFT SCHEDULE
[see attached]

ANNEX A

Definitions

For all purposes of the Credit Agreement and the Mortgage and Security Agreement the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time in accordance with the applicable provisions thereof and of the other Operative Documents. Unless otherwise specified, Clause references are to Clauses of the Credit Agreement or the Mortgage.

"A320neo Aircraft" means any aircraft that are identified as an A320neo aircraft on the Aircraft Schedule or the Assigned Aircraft Schedule.

"A321neo Aircraft" means any aircraft that are identified as an A321neo aircraft on the Aircraft Schedule or the Assigned Aircraft Schedule.

"ABR" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00 %. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Term SOFR, respectively.

"ABR Loan" means a Loan that bears interest based on the ABR.

"Accounts" means any bank accounts, deposit accounts or other accounts in the name of the Borrower.

"Additional Costs" has the meaning specified in Clause 5.11(a) of the Credit Agreement.

"Administration Agreement" means the administration agreement dated on or about the date hereof between the Parent, Walkers Fiduciary Limited, as administrator, the Borrower and Frontier Airlines as obligor.

"Administrative Agent" means JSA International U.S. Holdings, LLC in its capacity as Administrative Agent under the Credit Agreement and any successor thereto in such capacity.

"Advance" means each Purchase Price Installment paid or payable by or on behalf of the Borrower in respect of each Assigned Aircraft in accordance with the terms of the Assigned Purchase Agreement which, for each Purchase Price Installment due on or after the Effective Date, is in the amount and payable on the date specified in the Aircraft Schedule or the Assigned Aircraft Schedule.

"Affected Financial Institution" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Affected Lender" has the meaning specified in Clause 5.9(f) of the Credit Agreement.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or under common control with, such Person. The term "control" means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"After-Tax Basis" means on a basis that any payment to be received or receivable by any Person (the original payment) is supplemented by a further payment or payments to such Person so that the sum of all such payments (including the original payment), after deducting the net amount of all Taxes payable by such Person or any of its Affiliates under any law or required by Governmental Entity as a result of the receipt or accrual of such payments (after reduction by the amount of current Taxes saved by such Person as a result of the event or item for which such payments are being made to such Person), is equal to the original payment due to such Person.

"Agents" means collectively the **"Security Trustee"** and the **"Administrative Agent"** (each an **"Agent"**).

"Agent for Service of Process" has the meaning specified in Clause 16.6 of the Credit Agreement.

"Airbus" means Airbus S.A.S., in its capacity as manufacturer of the Assigned Aircraft, and its successors and assigns.

"Airbus Purchase Agreement" means, with respect to each Assigned Aircraft, the aircraft purchase agreement dated as of September 30, 2011 between Airbus and Frontier Airlines, as amended and supplemented from time to time (but excluding any letter agreements entered into from time to time in relation thereto).

"Aircraft" means, as of any date of determination, any or all, as the context may require, each aircraft set forth on the Aircraft Schedule, which, for the avoidance of doubt, shall not exceed [***] Aircraft at any given time.

"Aircraft Lease Agreement" means [***]

"Aircraft Operating Lease Agreement" means [***]

"Aircraft Pool" has the meaning given to it in Clause 10.20(a) of the Credit Agreement.

"Aircraft Schedule" means Schedule III to the Credit Agreement as updated by the Borrower from time to time in accordance with Clause 2.5 of the Credit Agreement to reflect any Substituted Aircraft.

"Airframe" means each Aircraft, as described in the Aircraft Schedule (excluding the Engines) together with any and all Parts incorporated in, installed on or attached to such airframes on the respective Delivery Date.

"Annualized FCCR" means as of any applicable FCCR Test Date, the ratio of, (a) the sum of (i) Consolidated EBITDAR of Frontier Holdings for the fiscal quarter of Frontier Holdings immediately preceding such FCCR Test Date for which financial statements were delivered

pursuant to Clause 10.15(a) of the Credit Agreement and (ii) the sum of the Consolidated EBITDAR of Frontier Holdings for each of the three fiscal quarters of Frontier Holdings immediately preceding the fiscal quarter referred to in clause (a)(i), to (b) the Fixed Charges of Frontier Holdings for the fiscal quarter of Frontier Holdings immediately preceding such FCCR Test Date for which financial statements were delivered pursuant to Clause 10.15(a) of the Credit Agreement and (ii) the sum of the Fixed Charges of Frontier Holdings for each of the three fiscal quarters of Frontier Holdings immediately preceding the fiscal quarter referred to in clause (b)(i).

"Anti-Corruption Laws" means (a) the United States Foreign Corrupt Practices Act of 1977, (b) the United Kingdom Bribery Act of 2010, and (c) any other laws, rules and regulations relating to bribery or corruption issued, administered or enforced by the United States, the United Kingdom, the European Union or any other Governmental Authority having jurisdiction over the Borrower or the Lenders, each as amended from time to time.

"Anti-Money Laundering Laws" means any laws or regulations relating to money laundering or terrorist financing issued, administered or enforced from time to time by the United States, the United Kingdom, the European Union or any other Governmental Authority having jurisdiction over the Borrower or the Lenders, each as amended from time to time.

"Applicable Law" means all applicable laws, treaties, judgments, decrees, injunctions, writs, conventions actions and orders of any Governmental Entity and all applicable rules, guidelines, regulations, orders, directives, licenses and permits of any Governmental Entity and all applicable interpretations thereof.

"Applicable Margin" means [***]; *provided however, that* if on any FCCR Test Date, (i) Annualized FCCR is [***] and the Borrower is not in compliance with the LTV Test or (ii) the Guarantors have, as of such date, Unrestricted Cash and Cash Equivalents in an aggregate amount of less than [***], then the Applicable Margin shall be [***] until such next FCCR Test Date on which the conditions of subsections (i) and (ii) cease to exist in which case the Applicable Margin shall return to [***] as of such FCCR Test Date.

"Applicable Rate" means, for any Interest Period, a rate per annum equal to [***] Term SOFR for such Interest Period plus the Applicable Margin, save that for the purposes of giving effect to Clauses 5.13 and 5.14 of the Credit Agreement, the Applicable Rate shall be deemed, where applicable, a rate per annum equal to the ABR plus the Applicable Margin.

"Approved Appraisers" means collectively, Avitas, IBA and Oriel or any such other independent aircraft appraiser mutually agreed upon by the Administrative Agent and the Borrower.

"Assignable Price" means, in respect of an Aircraft, the "Purchase Price" or "Final Price" (as such term is defined in the Assigned Purchase Agreement or Replacement Purchase Agreement, as applicable) of such Aircraft as may be increased from time pursuant to the escalation provisions set out in the Assigned Purchase Agreement and the related Engine Agreement, plus the cost of the BFE in respect of such Aircraft and as may be decreased pursuant to any credit letter or memorandum issued by Airbus in favor of the Initial Lender.

"Assigned Aircraft" means the aircraft set forth on the Assigned Aircraft Schedule and the Aircraft Schedule.

"Assigned Aircraft Schedule" means Schedule II to the Credit Agreement.

"Assigned Purchase Agreement" means the Airbus Purchase Agreement, as assigned by Frontier Airlines to the Borrower, as assumed by the Borrower and as amended pursuant to the Assignment Agreement.

"Assignment Agreement" means the Airbus Purchase Agreement Assignment, Assumption and Release Agreement, dated as of September 26, 2024, between Frontier Airlines, the Borrower and Airbus in respect of the Aircraft.

"associated rights" is defined in the Cape Town Convention.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to the Credit Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to the Credit Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Clause 5.14(d) of the Credit Agreement.

"Average Appraisal Value" means, with respect to an Aircraft, the average of the desktop valuations reflecting the monthly value of such Aircraft prepared by two Approved Appraisers selected by the Borrower for such Aircraft on the applicable LTV Test Date on the assumption that the Aircraft is delivered in the condition required pursuant to the Assigned Purchase Agreement, and in full life condition, on the date that such Average Appraisal Value is calculated.

"Bail-In Action" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Bail-In Legislation" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Basel Accord" has the meaning specified in Clause 5.11(b) of the Credit Agreement.

"Basel II" means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of the Credit Agreement (but excluding any amendment arising out of Basel III).

"Basel III" means the agreements on capital requirements, leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking

systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision on December 16, 2010 in the form existing on the date of the Mortgage or any other applicable law or regulation implementing such paper (whether such implementation, application or compliance is by a Governmental Entity, any Lender or holding company of a Lender).

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Clause 5.14(a) of the Credit Agreement.

"Benchmark Replacement" means with respect to any Benchmark Transition Event, the sum of:

(a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of the Credit Agreement and the other Operative Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method of calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been

determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Operative Document

in accordance with Clause 5.14 of the Credit Agreement and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Operative Document in accordance with Clause 5.14 of the Credit Agreement.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BFE Budget" means, with respect to each A320neo Aircraft and A321neo Aircraft, an amount set forth in Schedule VI of the Credit Agreement.

"BHC Act Affiliate" has the meaning specified in Clause 23.1 of the Credit Agreement.

"Borrower" means Vertical Horizons JSA Limited, a Cayman Islands exempted company.

"Borrowing Date" has the meaning specified in Clause 2.1 of the Credit Agreement.

"Business Day" means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York City, provided that, in connection with a SOFR Loan, the term "Business Day" shall also exclude a day that is not a U.S. Government Securities Business Day.

"Buyer Furnished Equipment" or **"BFE"** means those items of equipment which are identified in the specification of an Assigned Aircraft in the Assigned Purchase Agreement as being furnished by the "Buyer".

"Cape Town Convention" means the English language version of the Convention on International Interests in Mobile Equipment (the **"Convention"**) and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the **"Protocol"**), both signed in Cape Town, South Africa on November 16, 2001, together with any protocols, regulations, rules, orders, agreements, instruments, amendments, supplements, revisions or otherwise that have or will be subsequently made in connection with the Convention and/or the Protocol by the **"Supervisory Authority"** (as defined in the Protocol), the **"International Registry"** or **"Registrar"** (as defined in the Convention) or an appropriate **"registry authority"** (as defined in the Protocol) or any other international or national body or authority.

"Cash Collateral" has the meaning given to it in Clause 2.6 of the Credit Agreement.

"Cash Collateral Account" has the meaning given to it in Clause 2.6 of the Credit Agreement.

"Cash Equivalents" means the following securities (which shall mature within [***] of the date of purchase thereof): (a) direct obligations of the U.S. Government; (b) obligations fully guaranteed by the U.S. Government; (c) certificates of deposit issued by, or bankers' acceptances of, or time deposits or a deposit account with, the Administrative Agent or any bank, trust company or national banking association incorporated or doing business under the laws of the United States or any state thereof having a combined capital and surplus and retained earnings of at least [***] and having a rating of Aa or better by Moody's or AA or better by Standard & Poor's; (d) commercial paper of any issuer doing business under the laws of the United States or one of the states thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's of at least A-1 or its equivalent or by Moody's of at least P-1 or its equivalent; or (e) money market funds which are rated at least Aaa by Moody's, at least AAAM or AAAM-G by Standard and Poor's or at least AAA by Fitch, Inc., including funds which meet such rating requirements for which the Administrative Agent or an Affiliate of the Administrative Agent serves as an investment advisor, administer, administrator, shareholder servicing agent and/or custodian or subcustodian.

"Certificate Register" has the meaning specified in Clause 5.6(a) of the Credit Agreement.

"CFM Allocation Date" means the [***] following a delivery of a written notice from the Borrower to the Administrative Agent, indicating that Frontier Airlines has selected CFM International, Inc. as the Engine provider for an Aircraft.

"Charged Property" has the meaning given to it in the Share Charge.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, (i) the Mortgage Collateral and (ii) the Charged Property.

"Commitment" means the Lender's Maximum Commitment minus the aggregate amount of all Loans made by the Lender.

"Commitment Fee" means [***].

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the

Administrative Agent decides is reasonably necessary in connection with the administration of the Credit Agreement and the other Operative Documents).

"Consolidated EBITDAR" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the Consolidated Net Income of Frontier Group Holdings for such period plus, without duplication:

- (1) an amount equal to any extraordinary loss plus any net loss realized by Frontier Group Holdings or any of its subsidiaries in connection with any disposition of assets, to the extent such losses were deducted in computing such Consolidated Net Income; plus
 - (2) provision for taxes based on income or profits of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus
 - (3) the Fixed Charges of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus
 - (4) any foreign currency translation losses (including losses related to currency remeasurements of Financial Indebtedness) of Frontier Group Holdings and its consolidated subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus
 - (5) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non cash charges and expenses (excluding any such non cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of Frontier Group Holdings and its consolidated subsidiaries to the extent that such depreciation, amortization and other non cash charges or expenses were deducted in computing such Consolidated Net Income; plus
 - (6) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus
 - (7) deductions for grants to any employee of Frontier Group Holdings and its consolidated subsidiaries of any equity interests during such period to the extent deducted in computing such Consolidated Net Income; plus
 - (8) any net loss arising from the sale, exchange or other disposition of capital assets by Frontier Group Holdings and its consolidated subsidiaries (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities) to the extent such loss was deducted in computing such Consolidated Net Income; plus
 - (9) any losses arising under fuel hedging arrangements entered into prior to the Effective Date and any losses actually realized under fuel hedging arrangements entered into after the Effective Date, in each case to the extent deducted in computing such Consolidated Net Income; plus
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(10) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus

(11) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Financial Indebtedness, issuance of equity interests or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; plus

(12) non cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus

(13) the sum of (A) income tax credits, (B) interest income included in computing such Consolidated Net Income, and (C) any income generated in connection with sale and leaseback transactions;

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the aggregate of the net income (or loss) of Frontier Group Holdings and its consolidated subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; provided that:

(1) all (a) extraordinary, nonrecurring, special or unusual gains and losses or income or expenses, including, without limitation, any expenses related to a facilities closing and any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses; any severance or relocation expenses; executive recruiting costs; restructuring or reorganization costs (whether incurred before or after the effective date of any applicable reorganization plan); curtailments or modifications to pension and post retirement employee benefit plans; (b) any expenses (including, without limitation, transaction costs, integration or transition costs, financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees and related out of pocket expenses), cost savings, costs or charges incurred in connection with any issuance of securities, acquisitions, dispositions, recapitalizations or incurrences or repayments of Financial Indebtedness (in each case whether or not successful) and (c) gains and losses realized in connection with any sale of assets (other than the gains realized with the sale of any aircraft and/or the sale of any engines), the disposition of securities, the early extinguishment of Financial Indebtedness or associated with Hedging Obligations, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings;

(3) the net income (but not loss) of any subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that subsidiary of that net income

is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles on Frontier Group Holdings and its consolidated subsidiaries will be excluded;

(5) the effect of non cash gains and losses of Frontier Group Holdings and its consolidated subsidiaries resulting from Hedging Obligations, including attributable to movement in the mark to market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Statement No. 133 will be excluded;

(6) any non cash compensation expense recorded from grants by Frontier Group Holdings and its consolidated subsidiaries of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;

(7) the effect on Frontier Group Holdings and its consolidated subsidiaries of any non cash items resulting from any write up, write down or write off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger, consolidation or similar transaction or any other non cash impairment charges incurred subsequent to the Effective Date resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 205—Presentation of Financial Statements, 350—Intangibles—Goodwill and Other, 360—Property, Plant and Equipment and 805—Business Combinations (excluding any such non cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed), will be excluded;

(8) any provision for income tax reflected on Frontier Group Holdings' financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by Frontier Group Holdings and its consolidated subsidiaries; and

(9) any amortization of deferred charges resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 470-20 Debt With Conversion and Other Options that may be settled in cash upon conversion (including partial cash settlement) will be excluded.

"Control" means, with respect to a Person:

(a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(i) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of such Person;

- (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of such Person; and
- (iii) give directions with respect to the operating and financial policies of such Person which the directors or other equivalent officers of such Person are obliged to comply with, and
- (b) the holding of more than one-half of the issued share capital of such Person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

"Covered Entity" has the meaning specified in Clause 23.1 of the Credit Agreement.

"Covered Person" has the meaning specified in Clause 23.1 of the Credit Agreement.

"Credit Agreement" means that certain Credit Agreement dated as of the Effective Date, among the Borrower, the Lenders, the Administrative Agent and the Security Trustee, as amended and supplemented from time to time.

"Declaration of Trust" means the declaration of trust dated on or about the date hereof made by the Parent in relation to, inter alia, the shares of the Borrower, as the same may be amended, restated and/or novated from time to time.

"Default" means any event which with the giving of notice or the lapse of time or both if not timely cured or remedied would become an Event of Default pursuant to Clause 4 of the Mortgage.

"Default Right" has the meaning specified in Clause 23.1 of the Credit Agreement.

"Delayed Borrowing Date" has the meaning specified in Clause 2.3(b) of the Credit Agreement.

"Delivery Date" means, for any Assigned Aircraft, the date on which such Assigned Aircraft is to be delivered by Airbus and accepted by Borrower or its permitted assignee under the Assigned Purchase Agreement.

"Dollars", "Dollar" and "\$" means the lawful currency of the United States of America.

"EEA Financial Institution" has the meaning specified in Clause 22.3 of the Credit Agreement. **"EEA Member Country"** has the meaning specified in Clause 22.3 of the Credit Agreement.

"EEA Resolution Authority" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Effective Date" means the date of the execution and delivery of the Credit Agreement and the satisfaction of the conditions precedent in Clause 4.1 thereof.

"Eligible Account" means an account established by and with an Eligible Institution at the request of the Security Trustee, which institution (a) agrees, by entering into an account control agreement, for all purposes of the New York UCC, including Article 8 thereof, that (i) such account shall be a "securities account" (as defined in Section 8-501 of the New York UCC), (ii) such institution is a "securities intermediary" (as defined in Section 8-102(a)(14) of the New York UCC), (iii) all property (other than cash) credited to such account shall be treated as a "financial asset" (as defined in Section 8-102(9) of the New York UCC), (iv) the Security Trustee shall be the "entitlement holder" (as defined in Section 8-102(7) of the New York UCC) in respect of such account, (v) it will comply with all entitlement orders issued by the Security Trustee to the exclusion of the Borrower, (vi) it will waive or subordinate in favor of the Security Trustee all claims (including without limitation claims by way of security interest, lien, right of set-off or right of recoupment), and (vii) the "securities intermediary jurisdiction" (under Section 8-110(e) of the New York UCC) shall be the State of New York, or (b) otherwise enters into an account control agreement, charge over a bank account or similar document that is satisfactory to the Security Trustee.

"Eligible Institution" means (a) the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a long-term unsecured debt rating from Moody's of at least A3 or its equivalent and from Standard & Poor's of at least A- or its equivalent, or (b) a banking institution in another jurisdiction that is satisfactory to the Security Trustee.

"Engine" means, in respect of each Airframe, each of the engines delivered with such Airframe under the Assigned Purchase Agreement.

"Engine Agreement" means each agreement entered into among the Borrower, any Engine Manufacturer, Frontier Airlines and the Security Trustee.

"Engine Manufacturer" means International Aero Engines, LLC or CFM International, Inc.

"Equity Contribution" means an amount not less than [***].

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Erroneous Payment" has the meaning assigned to it in Clause 15.1 in Schedule IV of the Credit Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Clause 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Impacted Class" has the meaning assigned to it in Clause 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Clause 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Subrogation Rights" has the meaning assigned to it in Clause 15.5 in Schedule IV of the Credit Agreement.

"EU Bail-In Legislation Schedule" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Event of Default" means the occurrence of:

(i) For so long as the Initial Lender remains a Lender under the facility, an "Event of Default" occurs under subparagraph (a), (e), (f) or (h) of Clause 15.1 of any Aircraft Lease Agreement or under subparagraph (a), (b) or (g) of Section 20.1 of any Aircraft Operating Lease Agreement (each, a "**Lease EoD**"); provided that (A) such Lease EoD is not cured within [***] of its occurrence and is not the subject of a reasonable dispute by Frontier, or (B) if any Lease Agreement is terminated in accordance with the terms of that Lease Agreement in relation to a Lease EoD, that Frontier has not complied with any steps required to be taken (including payments required to be made under the relevant Lease Agreement) within [***] of the occurrence of the Lease EoD;

(ii) Default in payment by the Borrower or any Guarantor when due of (a) any principal, and such default continues un-remedied for at least [***] after the date due therefor and (b) interest, fees, or any other payment, and such default continues un-remedied for at least [***] after Borrower or such Guarantor receives written notice of such Default from the Lenders (or Administrative Agent);

(iii) The filing of a decree or order for relief by a court having jurisdiction in the premises in respect of any Obligor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of any Obligor, or ordering the winding-up or liquidation of any Obligor's, and such decree or order shall remain unstayed and in effect for a period of [***];

(iv) The commencement by any Obligor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by any Obligor to the entry of an order for relief in an involuntary case under any such law, or the consent by any Obligor to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of any Obligor, or the making by any Obligor of any general assignment for the benefit of creditors, or the failure by any Obligor generally to pay its debts as such debts become due, or the taking of action by any Obligor in furtherance of any of the foregoing;

(v) Any representation, warranty, certification or statement made by any Obligor in any Operative Document shall prove to have been incorrect in any material respect when made (or deemed made), and such representation, warranty, certification or statement, if susceptible to cure, is not remedied within [***] after there shall have been delivered to the Obligors (by the Lenders or the Administrative Agent) a written notice specifying such default and demanding that it be remedied;

(vi) Default in the observance or performance in any material respect of any covenant or agreement of any Obligor under the Operative Documents (other than a covenant or agreement, a default in the observance or performance of which is elsewhere specifically dealt with in this definition), and such default shall continue or not be cured, for a period of (1) if no other cure period is included in such covenant or agreement, [***] or (2) otherwise, the cure period set forth in such agreement or covenant, in each case after there shall have been delivered to the Obligors (by the Lenders or the Administrative Agent) a written notice specifying such default and demanding that it be remedied;

(vii) One or more final non-appealable judgments shall be entered against, or settlements by any Obligor by a court of competent jurisdiction assessing monetary damages in excess of (x) [***] in the case of the Borrower or (y) [***] in the case of any Guarantor, in each case in the aggregate and such amount is not discharged, paid or stayed within [***];

(viii) Any of the Loan Documents shall cease, for any reason, to be in full force and effect, or any Obligor or any Affiliate of any Obligor shall so assert in writing, or any Lien created by any of the Loan Documents shall cease to be unenforceable and of the same effect and priority purported to be created thereby or any Obligor or any Affiliate of any Obligor shall so assert in writing;

(ix) Frontier Airlines fails to enter into the Specified Amendments with respect to any Lease Agreement within [***] following the Effective Date;

(x) There is any breach or default under the Assigned Purchase Agreement which would entitle the Lender to issue a Decision Notice (as such term is defined in the Step-In Agreement) in accordance with the Step-In Agreement; or

(xi) Other than during the Wind Down Period, in connection with the Delivery Date of an Aircraft, the Borrower fails to substitute such Aircraft or otherwise reallocate Loans with respect to such Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool in accordance with Clause 2.5, or deposit Cash Collateral in the Cash Collateral Account with respect to such Aircraft in accordance with Clause 2.6, or deposit Restricted Funds in a Restricted Account with respect to such Aircraft in accordance with Clause 2.7.

"Excluded Taxes" means, with respect to the Administrative Agent, the Security Trustee, any Lender, or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) any Taxes imposed on all or part of the net income, net profits, or net gains (whether worldwide, or only insofar as such income, profits, or gains are considered to arise in or relate to a particular jurisdiction or otherwise) of such Person or any franchise, net worth, or net capital Taxes imposed on such Person, in each such cases as a result of such Person being organized in, maintaining its principal place of business or lending office in, or conducting activities unrelated to the transactions contemplated by the Operative Documents in the jurisdiction imposing such Taxes and in each such cases other than a sales, use, property, value added, stamp, registration, documentary, goods and services, license, excise, or, except as provided in Clause 5.3(a) of the Credit Agreement withholding Taxes, (b) any Taxes imposed on all or part of the gross income or gross receipts (other than Taxes in the nature of a sales, use, property, value added, stamp, registration, documentary, goods and services, license, excise or, except as provided in Clause

5.3(a) of the Credit Agreement withholding Taxes) of such Person, in each such case as a result of such Person being organized in, or maintaining its principal place of business or lending office in the jurisdiction imposing such Taxes, (c) U.S. federal withholding Taxes imposed on amounts payable to or for the account of a Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Clause 5.3, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (d) any Taxes imposed as a result of such Person's failure to comply with Clause 5.3(d) of the Credit Agreement or (e) any Taxes imposed under FATCA.

"Expense" or "Expenses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of whatever kind and nature but excluding Taxes, any breakage costs and overhead of whatsoever kind and nature.

"Extension Request Deadline" means (i) the [***] of the Effective Date or (ii) if the Lenders deliver an Extension Notice, pursuant to, and in accordance with, Clause 5.2(g) of the Credit Agreement, the [***] of the prior Extension Request Deadline.

"Extension Notice" means each extension notice delivered by the Lenders to the Borrower pursuant to, and in accordance with Clause 5.2(g) of the Credit Agreement, extending the Maturity Date.

"Extension Notice Deadline" has the meaning assigned to it in Clause 5.2(g) of the Credit Agreement.

"Facility Amount" means an amount equal to US\$150,000,000.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Credit Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Entities and implementing such Sections of the Code.

"FCCR Test Date" means (i) the date that is [***] following September 30, 2024 and

(ii) each date falling [***] after the last day of each fiscal quarter or fiscal year, as the case may be, of Frontier Group Holdings thereafter commencing with the third fiscal quarter of 2024.

"Federal Funds Rate" means for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Administrative Agent in its reasonable discretion, which determination shall be presumptively correct (absent manifest error).

"Fee Letter" means collectively (i) that certain Fee Letter (Early Commitment Fee) dated August 7, 2024, among the Initial Lender, the Administrative Agent, Frontier Airlines, Frontier Holdings and Frontier Group Holdings, (ii) that certain Fee Letter dated the Effective Date among the Borrower, the Initial Lender and the Administrative Agent and (ii) each Letter Agreement to be entered into among the Borrower, the Lender party thereto and the Administrative Agent.

"Finance Parties" means together the Lenders, the Administrative Agent and the Security Trustee (each a **"Finance Party"**).

"Financed Amount" means, with respect to an Aircraft and a Borrowing Date, the amount set out in the column entitled "Financial Amount" and which corresponds to such Aircraft and Borrowing Date, in the table set out in the Aircraft Schedule.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
 - (b) any amount raised by acceptance under any acceptance credit facility;
 - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - (d) the amount of any liability in respect of any lease, lease purchase, installment sale, conditional sale, hire purchase or credit sale or other similar arrangement (whether in respect of aircraft, machinery, equipment, land or otherwise) entered into primarily as a method of raising finance or for financing the acquisition of the relevant asset;
 - (e) payments under any lease with a term, including optional extension periods, if any, capable of exceeding [***] (whether in respect of aircraft, machinery, equipment, land or otherwise) characterized or interpreted as an operating lease in accordance with the relevant accounting standards but either entered into primarily as a method of financing the acquisition of the asset leased or having a termination sum payable upon any termination of such lease;
 - (f) any amount raised by receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) including any bill discounting, factoring or documentary credit facilities;
 - (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
 - (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
 - (i) obligations (whether or not conditional) arising from a commitment to purchase or repurchase shares or securities where such commitment is or was in respect of raising finance;
-

(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) through (j) above.

"Fixed Charges" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the sum, without duplication, of:

- (1) the consolidated interest expense (net of interest income) of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus
- (2) the interest component of leases that are capitalized in accordance with GAAP of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus
- (3) any interest expense actually paid in cash for such period by Frontier Group Holdings or Frontier Airlines on Financial Indebtedness of another Person that is guaranteed by Frontier Group Holdings or its subsidiaries or secured by a Lien on assets of Frontier Group Holdings or its subsidiaries; plus
- (4) the aircraft rent expense of Frontier Group Holdings and its subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with GAAP.

"Floor" means a rate of interest equal to [***].

"Foreign Lender" means any Lender that is that is not a U.S. Person. **"Frontier Airlines"** means Frontier Airlines, Inc.

"Frontier Group Holdings" means Frontier Group Holdings, Inc.

"Frontier Holdings" means Frontier Airlines Holdings, Inc.

"Funding Notice" has the meaning specified in Clause 2.3(a) of the Credit Agreement.

"GAAP" means generally accepted accounting principles, as in effect in the United States of America from time to time.

"Governmental Entity" means and includes (a) any national government, political subdivision thereof, or state or local jurisdiction therein, (b) any board, commission, department, division, organ, instrumentality, taxing authority, regulatory body, court or judicial body, central bank or agency of any entity referred to in (a) above, however constituted, and (c) any association,

organization or institution (international or otherwise) of which any entity mentioned in (a) or (b) above is a member.

"Group" means Frontier Group Holdings and its subsidiaries at any time. **"Guarantee"** means each guarantee, amended and restated as applicable, as the context may require, dated as of the Effective Date and entered into by each Guarantor in favor of the Security Trustee on account of the obligations of the Borrower.

"Guarantor" means each of Frontier Airlines, Frontier Holdings and Frontier Group Holdings.

"Hedging Obligations" means, with respect to any Person, all obligations and liabilities of such Person under:

(a) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(b) other agreements or arrangements designed to manage interest rates or interest rate risk; and other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity.

"Illegal Lender" has the meaning specified in Clause 5.12 of the Credit Agreement. **"Indemnified Taxes"** means Taxes other than Excluded Taxes.

"Indemnatee" or **"Indemnitees"** means the Security Trustee, the Administrative Agent, the Lenders and each of their Affiliates, and each of their respective successors, permitted assigns, partners, directors, officers, agents and employees.

"Independent Director" means a director who at the time of their appointment or at any time when such Person is serving as an Independent Director is not, and has not been for the five (5) years prior to its appointment as an Independent Director, (i) an employee, officer, director, consultant, customer or supplier, or the beneficial owner (directly or indirectly) of the Borrower or any Guarantor; provided, however, that such person may serve as a trustee, director, servicer independent director or manager, independent servicer or non-economic director or in a similar capacity for any other affiliate such Person, or (ii) a spouse of, or Person related to (but not more remote than first cousins), a Person referred to in clause (i) above.

"Initial Borrowing Date" has the meaning specified in Clause 2.1 of the Credit Agreement. **"Initial Loan"** has the meaning specified in Clause 2.1 of the Credit Agreement.

"Interest Payment Date" means, (a) as to any ABR Loan, the last Business Day of each March, June, September and December to occur while such Loan is outstanding and the Maturity Date and (b) as to any SOFR Loan, the last of the applicable Interest Period and the Maturity Date.

"Interest Period" means, in respect of a (A) SOFR Loan (a) initially, the period commencing on the date that such Loan is made and ending three months thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period applicable to such Loan and ending three months thereafter and (B) in respect of any Restricted Funds, (a) initially, the period commencing on the date that such Restricted Funds are deposited in the Restricted Account and ending three months thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period applicable to such Restricted Funds and ending three months thereafter; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period shall extend beyond the Maturity Date.

"International interest" is defined in the Cape Town Convention. **"International Registry"** is defined in the Cape Town Convention.

"Lease Agreements" means, each Aircraft Operating Lease Agreement and each Aircraft Lease Agreement, as amended, modified and supplemented to the date hereof and as further amended, modified or supplemented by the Specified Amendments.

"Lender" means each Lender identified in Schedule I to the Credit Agreement and any assignee or transferee of such Lender.

"Lender's Net Price" means, in respect of an Assigned Aircraft, the amount specified in the column headed "Lender's Net Price" which corresponds to such Assigned Aircraft in the table set out in the Aircraft Schedule or the Assigned Aircraft Schedule which is inclusive of all credits in respect of the Engines to be made available pursuant to the relevant Engine Agreement and subject to escalation from the date hereof in an amount equal to any escalation of the Airframe purchase price or SCN cost in accordance with the Assigned Purchase Agreement, the Engine purchase price as agreed in the relevant Engine Agreement and the BFE Budget in accordance with the Credit Agreement.

"Lien" means any mortgage, pledge, lien, claim, encumbrance, lease, security interest or other lien of any kind on property.

"Loan" has the meaning specified in Clause 2.1 of the Credit Agreement.

"Loan Certificates" means the loan certificates issued pursuant to Clause 5.2(a) of the Credit Agreement and any such certificates issued in exchange or replacement therefor pursuant to Clause 5.6 or 5.7 of the Credit Agreement.

"Loan Documents" means the Credit Agreement, any Guarantee, the Mortgage, and the Share Charge, and any amendments or supplements of any of the foregoing.

"LTV" has, in respect of an Aircraft, the meaning given to it in Clause 10.20(a) of the Credit Agreement.

"LTV Test" has the meaning given to it in Clause 10.20(b) of the Credit Agreement.

"LTV Test Date" means each FCCR Test Date on which the Annualized FCCR is less than [***].

"Majority Lenders" means, as of any date of determination, the Lenders of not less than 51% in aggregate outstanding principal amount of all Loan Certificates as of such date. For all purposes of the foregoing definition, in determining as of any date the then aggregate outstanding principal amount of Loan Certificates, there shall be excluded any Loan Certificates, if any, held by the Borrower, any Guarantor or any of their Affiliates (unless such Persons own all Loan Certificates then outstanding).

"Manuals and Technical Records" means together, those records, logs, manuals, technical data and other materials and documents relating to each Assigned Aircraft, together with any amendments thereto, as shall be delivered pursuant to the Assigned Purchase Agreement.

"Material Action" means, with respect to any Person, to consolidate or merge such Person with or into any other Person, or sell all or substantially all of the assets of such Person or to institute proceeding to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or make any assignment for the benefit of creditors of such Person, or admit in writing such Person's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate such Person.

"Material Adverse Effect" means a material adverse effect on the business, operations, properties or financial condition of the Borrower or any Guarantor, taken as a whole, or a material adverse effect on the ability of the Borrower or the Guarantors to observe or perform its obligations, liabilities and agreements under any Operative Document to which it is a party.

"Material Event of Default" means the occurrence of (i) an "Event of Default" or "Termination Event" or such similar event howsoever described pursuant to any agreement in respect of Financial Indebtedness (or any agreement guaranteeing Financial Indebtedness) in an amount equal to at least [***] entered into by any Guarantor excluding any such event: (A) which is technical and is due to an administrative error; or (B) which is curable and the applicable Guarantor taking all necessary steps to cure such event and such has not been continuing for more than [***] beyond any grace period provided for in the applicable agreement or (ii) an Event of Default as described in clauses (iii) or (iv) of the definition thereof with respect to any Obligor.

"Maturity Date" means the latest of (i) the Original Maturity Date, (ii) if the Borrower delivers a Wind Down Notice pursuant to Clause 3.5 of the Credit Agreement, the last day of the Wind Down Period, and (iii) if the Lenders deliver an Extension Notice pursuant to Clause 5.2(g) of the Credit Agreement, the date specified in the most recent Extension Notice.

"Maximum Commitment" means, the Facility Amount.

"Maximum LTV" has, in respect of an Aircraft the, meaning given to it in Clause 10.20(a) of the Credit Agreement.

"Mortgage" means the Mortgage and Security Agreement dated as of the Effective Date, among the Borrower, the Administrative Agent and the Security Trustee.

"Mortgage Collateral" means the Collateral as defined in the Granting clause of the Mortgage.

"Obligors" means each of the Borrower and each Guarantor (each an **"Obligor"**).

"Operative Documents" means the Credit Agreement, the Mortgage, the Loan Certificates, the Share Charge, the Guarantees, the Assigned Purchase Agreement, the Assignment Agreement, the Re-Assignment Agreement, the Step-In Agreement, the Engine Agreements, the Option Agreement, the Servicing Agreement, the Subordinated Loan Agreement, the Declaration of Trust, the Administration Agreement, each Fee Letter and any amendments or supplements of any of the foregoing.

"Option Agreement" means the Option Agreement, dated as of the Effective Date, between Frontier Airlines and the Borrower.

"Original Maturity Date" means the date that is the three (3) year anniversary of the Effective Date.

"Parent" means Walkers Fiduciary Limited, a Cayman Islands company (as trustee of the Trust).

"Part" means an appliance, component, part, instrument, accessory, furnishing or other equipment of any nature, including Buyer Furnished Equipment and Engines which is installed in, attached to or supplied with an Assigned Aircraft on the Delivery Date thereof.

"Participant" has the meaning specified in Clause 19.3(d) of the Credit Agreement. **"Party"** means a party to the Credit Agreement.

"Past Due Rate" means a per annum rate equal to the Applicable Rate plus [***] calculated on the basis of a year of 360 days and actual number of days elapsed.

"PATRIOT Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Recipient" has the meaning assigned to it in Clause 15.1 in Schedule IV of the Credit Agreement.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Permitted Lenders" means (a) a Lender, (b) an Affiliate of a Lender, and (c) any other Person, in the case of this clause (c) with respect to an assignment or participation pursuant to Clause 19.3(c) of the Credit Agreement, to the extent consented to by any Person whose consent is required for an assignment to such Person; provided that the following shall not constitute Permitted Lenders: (i) Illegal Lenders, (ii) natural persons, (iii) Prohibited Assignees and (iv) any Guarantor, Parent, Borrower or any Affiliate of any of the foregoing.

"Permitted Lien" means any Lien permitted under Clause 10.13 of the Credit Agreement.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, estate or trust, unincorporated organization or government or any agency or political subdivision thereof.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Process Agent Appointment" means an appointment and acceptance of process agent pursuant to which the Borrower appoints Corporation Service Company as agent for service of process in connection with the transactions contemplated by the Operative Documents.

"Prohibited Assignee" means (a) any Person identified in writing to the Administrative Agent on or prior to the Effective Date (which list may be updated by any Guarantor or the Borrower from time to time with the prior written consent of the Administrative Agent; provided, for the avoidance of doubt, such updated list shall not be applied for retroactive disqualifications), (b) any Person that operates a commercial passenger air carrier business or otherwise is or becomes a competitor of any Guarantor or the Borrowers and (c) any Affiliate of any person described in clause (a) or

(b) (other than any Affiliate of such Person under common control with such person, which Affiliate is not actively involved in the management and/or operations of such Person) that is readily identifiable as such solely by name or identified on a list delivered by any Guarantor or the Borrower to the Administrative Agent on the Effective Date, which list may be updated by any Guarantor or the Borrower from time to time with the prior written consent of the Administrative Agent; provided, for the avoidance of doubt, such updated list shall not be applied for retroactive disqualifications.

"Prospective International Interest" is defined in the Cape Town Convention.

"**PTE**" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Purchase Price Installment**" has the meaning given to the term Pre-Delivery Payment Amount in the Assigned Purchase Agreement.

"**QFC**" has the meaning specified in Clause 23.1 of the Credit Agreement.

"**QFC Credit Support**" has the meaning specified in Clause 23 of the Credit Agreement.

"**Re-Assignment Agreement**" means the Airbus Purchase Agreement Re-Assignment, Assumption and Release Agreement, dated as of September 26, 2024, between Frontier Airlines, the Borrower and Airbus in respect of the Aircraft.

"**Regulation D**" means Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be modified and supplemented and in effect from time to time.

"**Regulatory Change**" means, with respect to any Lender, any change that occurs after the Effective Date in Federal, state or foreign law or regulations (including Regulation D) or the adoption or making after such date of any interpretation, directive or request applying to a class of banks or financial institutions including such Lender of or under any Federal, state or foreign law or regulations (whether or not having the force of law and whether or not failure to comply therewith would be unlawful so long as compliance therewith is standard banking practice in the relevant jurisdiction) by any court or governmental or monetary authority charged with the interpretation or administration thereof. For the avoidance of doubt, the coming into effect of any applicable law or regulations, policies, orders, directives or guidelines issued by any governmental body, central bank, monetary authority or other regulatory organization (whether or not having the force of law) with respect to, arising out of, or in connection with (a) Basel II, (b) Basel III or (c) the Dodd Frank Wall Street Reform and Consumer Protection Act shall be deemed a Regulatory Change.

"**Relevant Delay**" has the meaning specified in Clause 10.12 of the Credit Agreement.

"**Relevant Governmental Body**" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"**Removed Aircraft**" has the meaning specified in Clause 2.5 of the Credit Agreement. **Replacement Purchase Agreement**" has the meaning specified in the Step-In Agreement. **Required Specification**" means:

- (a) in respect of each A320neo Aircraft, a maximum takeoff weight of [***] tonnes and with [***] installed thereon; and
 - (b) in respect of the A321neo Aircraft, a maximum takeoff weight of [***] tonnes with [***] installed thereon.
-

"Reserve Requirement" means, for any Loan Certificate, the average maximum rate at which reserves (including, without limitation, any marginal, supplemental or emergency reserves) are required to be maintained during the Interest Period in respect of such Loan Certificate under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement includes any other reserves required to be maintained by such member banks by reason of any Regulatory Change with respect to (i) any category of liabilities that includes deposits by reference to which Term SOFR is to be determined or (ii) any category of extensions of credit or other assets that includes the Loan Certificates.

"Resolution Authority" has the meaning specified in Clause 22.3 of the Credit Agreement. **"Restricted Account"** has the meaning specified in Clause 2.7 of the Credit Agreement.

"Restricted Account Rate" means, for any Interest Period, a rate per annum equal to [***] Term SOFR for such Interest Period plus [***].

"Restricted Funds" has the meaning specified in Clause 2.7 of the Credit Agreement.

"Sanctioned Jurisdiction" means any country or territory that is the subject of comprehensive Sanctions broadly restricting or prohibiting dealings with, in or involving such country or territory (currently, Iran, Cuba, Syria, North Korea and the Crimea, Donetsk and Luhansk regions of Ukraine).

"Sanctioned Person" means any individual or entity (a) identified on a Sanctions List, (b) organized, domiciled or resident in a Sanctioned Jurisdiction, or (c) otherwise the target of Sanctions (target of Sanctions signifying a person with whom a U.S., UK or EU person would be prohibited or restricted by law from engaging in trade, business or other activities, including by reason of ownership or control by one or more individuals or entities described in clauses (a) or (b)).

"Sanctions" means any economic or financial sanctions or trade embargoes imposed, administered or enforced by (a) the U.S. (including OFAC, the U.S. Department of Commerce and U.S. Department of State), (b) the United Nations Security Council, (c) the European Union (and each of its member states insofar as any Sanctions administered by the European Union require implementation or enforcement thereof by such member state), (d) the United Kingdom (including His Majesty's Treasury), or (e) any other Governmental Authority having jurisdiction over the Borrower, the Administrative Agent or the Lenders.

"Sanctions List" means any list of designated individuals or entities that are the subject of Sanctions, including (a) the Specially Designated Nationals and Blocked Persons List maintained by OFAC, the Entity List maintained by the U.S. Department of Commerce, or any other similar publicly available list of any U.S. Governmental Authority to implement sanctions programs, (b) the Consolidated United Nations Security Council Sanctions List, (c) the consolidated list of persons, groups and entities subject to European Union financial sanctions maintained by the European

Union or any of its member states insofar as any Sanctions administered by the European Union require implementation or enforcement thereof by such member state (d) the Consolidated List of Financial Sanctions Targets in the United Kingdom maintained by His Majesty's Treasury and (e) any other similar publicly available list of any applicable Governmental Authority having jurisdiction over the Borrower, the Administrative Agent or the Lenders to implement sanctions programs.

"Scheduled Delivery Date" means, for each Assigned Aircraft, the expected Delivery Date of such Assigned Aircraft as notified by Airbus to the Borrower.

"Scheduled Delivery Month" means, in respect of an Assigned Aircraft, the month which corresponds to such Assigned Aircraft in the column entitled "Scheduled Delivery Month" in the table set out in the Aircraft Schedule or the Assigned Aircraft Schedule.

"SCN" means a "Specification Change Notice" as defined in the Airbus Purchase Agreement.

"Secured Obligations" means any and all moneys, liabilities and obligations which are now or at any time hereafter may be expressed to be due, owing or payable by the Borrower, the Parent and each Guarantor to the Lenders and/or any Agent in any currency, actually or contingently, with another or others, as principal or surety, on any account whatsoever under any Operative Document or as a consequence of any breach, non-performance, disclaimer or repudiation by the Borrower, any Guarantor or the Parent (or by a liquidator, receiver, administrative receiver, administrator, or any similar officer in respect of any of them) of any of their obligations to the Lenders and/or any Agent under any Operative Document.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Liability" has the meaning specified in Clause 8.1(d) of the Credit Agreement.

"Security Trustee" means Bank of Utah, not in its individual capacity but solely as Security Trustee on behalf of the Administrative Agent and the Lenders under the Credit Agreement, and any successor thereto in such capacity.

"Security Trustee Fee Letter" means the Bank of Utah fee letter dated on or about the Effective Date by the Security Trustee.

"Servicing Agreement" means the Servicing Agreement dated as of the Effective Date, between the Borrower and Frontier Airlines.

"Share Charge" means the Share Charge dated as of the Effective Date, among the Parent and the Security Trustee, as confirmed pursuant to each Deed of Confirmation.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "ABR".

"Specified Amendments" means an amendment to each Lease Agreement, in form and substance acceptable to the Initial Lender, which adds a cross-default to the Credit Agreement as an "Event of Default" thereunder.

"Step-In Agreement" means the Step-In Agreement, dated as of September 26, 2024, among Frontier Group Holdings, as Guarantor, Frontier Airlines, as Original Buyer, the Borrower, as Buyer, the Lender, as Financier and Airbus, as may be amended, restated, supplemented or otherwise modified from time to time.

"Step-In Event" has the meaning given to it in the Step-In Agreement.

"Subordinated Loan Agreement" means the Subordinated Loan Agreement, dated as of the Effective Date, between Frontier Airlines and the Borrower and the Subordinated Promissory Note dated the Effective Date, issued by the Borrower thereunder.

"Substituted Aircraft" has the meaning specified in Clause 2.5 of the Credit Agreement.

"Substitution Requirement" means that, prior to the Scheduled Delivery Date for any Aircraft,

(i) the Borrower had provided Administrative Agent and each Lender not less than [***] prior written notice, which shall be in substantially the form of Notice of Aircraft Schedule Amendment attached hereto as Exhibit G, that it intends to substitute an Aircraft on the Aircraft Schedule effective upon the Delivery Date of such Aircraft (or such earlier date as may be specified by the Borrower) with an aircraft on the Assigned Aircraft Schedule, pursuant to Clause 2.5 of the Credit Agreement, (ii) the Borrower has identified one or more Substituted Aircraft and provided to the Administrative Agent and each Lender with an updated Aircraft Schedule, (iii) the Borrower has provided written notice to Airbus regarding the Substituted Aircraft becoming a "Relevant Aircraft" under the Step-In Agreement, and (iv) the Borrower has provided written notice to each Engine Manufacturer regarding the Substituted Aircraft becoming a "Subject Aircraft" (or such other applicable defined term) under the relevant Engine Agreement, together with an updated Exhibit 1 (or such other applicable exhibit or schedule) to the relevant Engine Agreement.

"Supported QFC" has the meaning specified in Clause 23 of the Credit Agreement.

"Tax" or "Taxes" means any and all present or future fees (including, without limitation, license, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value added, property (tangible and intangible), excise and stamp taxes), licenses, levies, imposts, duties, recording charges or fees, charges, assessments, or withholdings of any nature whatsoever imposed by any Governmental Entity, together with any assessments, penalties, fines, additions to tax and interest thereon.

"Term SOFR" means for any calculation with respect to a SOFR Loan and with respect to any Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is [***] U.S.

Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of [***] on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Screen Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than [***] U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Transferee" means any person to whom the Collateral or any of it is transferred in accordance with the terms of the Credit Agreement, the Mortgage or the Step-In Agreement.

"Trust" means the trust constituted by the Declaration of Trust designated as the Vertical Horizons JSA Limited Trust.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regimes" has the meaning specified in Clause 23 of the Credit Agreement.

"U.S. Tax Compliance Certificate" has the meaning specified in Clause 5.3(d)(ii)(C).

"UK Financial Institution" has the meaning specified in Clause 22.3 of the Credit Agreement.

"UK Resolution Authority" has the meaning specified in Clause 22.3 of the Credit Agreement.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Cash and Cash Equivalents" means at any date in respect of Frontier Group Holdings, the sum of (a) the undrawn portion available under any revolving, or similar credit

facilities that have a maturity of one (1) year or more from such date, and (b) the cash and cash equivalents (in each case, as such terms are defined by GAAP) of Frontier Group Holdings on a consolidated basis, that may be in each case (i) classified as "unrestricted" in accordance with GAAP on the consolidated balance sheets of Frontier Group Holdings or (ii) classified in accordance with GAAP as "restricted" on the consolidated balance sheets of the Guarantor solely in favor of the Security Trustee and the Lenders, provided that if Frontier Group Holdings agrees to any more onerous definition pursuant to any financial covenant in any agreement to which it is a party, this definition shall be deemed to be deleted and replaced with such other definition.

"**VAT**" means a consumption tax, value added tax, goods and services tax or similar tax, however it may be described.

"**Wind Down Notice**" has the meaning specified in Clause 3.5 of the Credit Agreement.

"**Wind Down Period**" means the period commencing on the Original Maturity Date and ending on the date that is [***] after the Original Maturity Date.

"**Write-Down and Conversion Powers**" has the meaning specified in Clause 22.3 of the Credit Agreement.

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.



Exhibit 10.1(b)

VEDDER PRICE LLP

Frontier Group Holdings, Inc.
as Guarantor

Frontier Airlines, Inc.
as Original Buyer

Vertical Horizons JSA Limited
as Buyer

JSA International U.S. Holdings, LLC
as Financier

and

Airbus S.A.S.
as Airbus

Step-In Agreement
Airbus A320 NEO Aircraft
Airbus A321 NEO Aircraft
Frontier / JSA

Execution Version

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Step-In Agreement

Dated 26 September 2024

Between:

- (1) **Frontier Group Holdings, Inc.**, a company incorporated and existing under the laws of the State of Delaware, United States of America having its principal office located at 4545 Airport Way, Denver, Colorado 80249, United States of America (the **Guarantor**);
- (2) **Frontier Airlines, Inc.**, a company incorporated and existing under the laws of the State of Colorado, United States of America having its principal office located at 4545 Airport Way, Denver, Colorado 80249, United States of America (the **Original Buyer**);
- (3) **Vertical Horizons JSA Limited**, an exempted company incorporated with limited liability and existing under the laws of the Cayman Islands with company registration number 412253 and with its registered office at the offices of Walkers Fiduciary Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the **Buyer**);
- (4) **JSA International U.S. Holdings, LLC**, a limited liability company organized and existing under the laws of the State of Delaware having its principal office located at 909 Montgomery Street, Suite 500, San Francisco, California 94133, United States of America (the **Financier**); and
- (5) **Airbus S.A.S.**, a French *société par actions simplifiée* with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France (**Airbus**).

Recitals:

- (A) Pursuant to the Purchase Agreement, Airbus has agreed to sell and the Original Buyer has agreed to purchase and take delivery of, *inter alia*, the Aircraft.
- (B) The Assignment Agreement provides for the assignment by the Original Buyer to the Buyer of all rights of the Original Buyer under the Purchase Agreement (to the extent relating to the Aircraft) and the assumption by the Buyer of all obligations of the Original Buyer under the Purchase Agreement (to the extent relating to the Aircraft).
- (C) The Assigned Purchase Agreement provides for the sale and delivery of the Aircraft by Airbus to the Buyer.
- (D) The Loan Agreement provides for the financing and/or refinancing by the Financier and/or any other Finance Party of the Pre-Delivery Payments paid or payable (as the case may be) to Airbus in relation to the Aircraft.

It is agreed as follows:

1 Interpretation

- 1.1 In this Agreement, the following words and expressions shall, except where the context otherwise requires, have the following respective meanings:

Administrative Agent means JSA International U.S. Holdings, LLC, a limited liability company organized and existing under the laws of the State of Delaware.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any Subsidiary of that Holding Company (it being confirmed that neither the Buyer Shareholder, nor any entity the equity interests of which are held, directly or indirectly, by the Buyer Shareholder, shall be regarded as an Affiliate for the purposes of this definition).

Agreement means this agreement (including the Recitals and the Schedules).

Airbus Buyer Guarantee means the guarantee relating to the obligations of each of the Original Buyer and the Buyer to Airbus under the Purchase Documents dated of even date herewith and entered into between the Guarantor and Airbus.

Airbus Financier Guarantee means any guarantee that is executed by the Financier Guarantor in favour of Airbus pursuant to Clause 7.8(a).

Airbus Indemnitees means, together, Airbus (including its successors and permitted assigns and permitted transferees) and its Affiliates, directors, officers and employees.

Airbus PA Termination Event means the occurrence of any event or the existence of any circumstance which entitles Airbus to terminate or cancel all or any part of the Purchase Agreement and/or the Assigned Purchase Agreement.

Airbus Termination Event means:

- (a) any Airbus PA Termination Event;
- (b) any Customer Insolvency Event; or
- (c) any material breach by the Guarantor of any of its obligations under the Airbus Buyer Guarantee (subject to any applicable grace period contained in the Airbus Buyer Guarantee).

Airbus Termination Notice means a written notice from Airbus to the Financier (copied to the Buyer, the Original Buyer and the Guarantor) pursuant to Clause 5.2(a).

Aircraft means the Airbus aircraft specified in Part A of the Aircraft Schedule.

Aircraft Schedule means Schedule 3 (*Aircraft Schedule*) or any replacement schedule pursuant to and in accordance with the provisions of Clause 5.7.

Assigned Purchase Agreement means the Purchase Agreement, as assigned by the Original Buyer to the Buyer, as assumed by the Buyer and as amended pursuant to the Assignment Agreement.

Assignment Agreement means the assignment, assumption, release and amendment agreement relating to the Purchase Agreement (to the extent relating to the Aircraft) dated of even date herewith and entered into between Airbus, the Original Buyer and the Buyer.

Authorisation means an authorisation, consent, approval, license, exemption, filing or similar item.

BFE has the meaning given to that term in the Purchase Agreement (whether or not such “BFE” is installed).

BFE Interest means:

- (a) any direct or indirect Lien relating to any BFE granted by the Guarantor, the Original Buyer, the Buyer or any other person in favour of the Financier or any other Finance Party; and/or
- (b) any other direct or indirect right, title or interest of the Financier or any other Finance Party in relation to any BFE.

Business Day means a day (other than a Saturday or Sunday or a holiday scheduled by law) on which banks are open for general business in Toulouse, Denver, George Town (the Cayman Islands) and San Francisco and (only with respect to any payments in Dollars required to be made under this Agreement) New York City.

Buyer Shareholder means Walkers Fiduciary Limited, a company incorporated and existing under the laws of the Cayman Islands with company registration number 295405, in its capacity as original trustee under the Declaration of Trust.

Cape Town Convention means the Convention on International Interests in Mobile Equipment and its Protocol on Matters Specific to Aircraft Equipment signed at Cape Town on 16 November 2001.

Confidential Information means all information relating to the Relevant Documents and the transactions contemplated by the Relevant Documents or contained in any Relevant Document.

Corporate Administration Agreement means the administration agreement relating to the Buyer dated on or before the date of this Agreement and entered into between the Corporate Administrator, the Buyer Shareholder, the Original Buyer and the Buyer.

Corporate Administrator means the Buyer Shareholder, in its capacity as administrator pursuant to the Corporate Administration Agreement.

Cross-Defaulting Transaction means any transaction that involves aircraft (including PDP) financing arrangements with recourse to any Customer Entity (excluding any financing arrangements that involve leasing arrangements) entered into before or after the date of this Agreement between any Financier Entity and any Customer Entity (other than the transaction contemplated by this Agreement and the other Relevant Documents).

Customer Entities means, together, the Guarantor, the Original Buyer and their respective Affiliates.

Customer Financial Indebtedness Event means the occurrence of any of the following events or the existence of any of the following circumstances in relation to any Customer Entity:

- (a) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- (b) any Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of any event of default (howsoever described); or
- (c) any commitment for any Financial Indebtedness is cancelled or suspended by any creditor as a result of any event of default (howsoever described),

unless the aggregate amount of Financial Indebtedness falling within paragraphs (a), (b), (c) and (d) above is not greater than [***] (or its equivalent in any other currency or currencies).

Customer Insolvency Event means any Insolvency Event in relation to any Customer Entity.

Decision Date means the date that falls [***] after the occurrence of a Step-In Event [***].

Decision Notice means a written notice from the Financier to Airbus (copied to the Buyer, the Original Buyer and the Guarantor) pursuant to Clause 7.3, which must be substantially in the form set out in Schedule 4 (*Form of Decision Notice*).

Declaration of Trust means the declaration of trust relating to the entire issued share capital of the Buyer dated on or before the date of this Agreement and executed by the Buyer Shareholder.

Delivery:

- (a) with respect to any Relevant Aircraft:
 - (i) in relation to any time prior to a Step-In, means the delivery of such Relevant Aircraft by Airbus to (i) the Buyer pursuant to the terms and conditions set out in the Assigned Purchase Agreement or (ii) the Original Buyer (or its assignee at Delivery of such Relevant Aircraft) pursuant to the terms and conditions set out in the Purchase Agreement; and
 - (ii) in relation to any time after a Step-In, shall have the meaning given to the term 'Delivery' in the Replacement Purchase Agreement; or
- (b) with respect to any Non-Financed Aircraft, means the delivery of such Non-Financed Aircraft by Airbus to the Original Buyer (or its assignee at Delivery of such Non-Financed Aircraft) pursuant to the terms and conditions set out in the Purchase Agreement.

Delivery Date means:

- (a) in relation to each Relevant Aircraft, the date on which title to such Relevant Aircraft is transferred by Airbus pursuant to the terms and conditions set out in the Assigned Purchase Agreement, the Purchase Agreement or the Replacement Purchase Agreement (as applicable); or

- (b) in relation to each Non-Financed Aircraft, the date on which title to such Non-Financed Aircraft is transferred by Airbus pursuant to the terms and conditions set out in the Purchase Agreement.

Distributions means any distribution or payment of any kind by the Buyer to any person including without limitation (a) dividends, distributable profits, distributable reserves, distributions in kind (such as asset transfers) and share repurchases and redemptions and (b) payments in relation to any Financial Indebtedness.

Dollars and **US\$** means the lawful currency of the United States of America.

Effective Date means the date upon which the Effective Time (as that term is defined in the Assignment Agreement) occurs.

Excepted Property means (a) the proceeds of the issue and allotment of the Buyer's ordinary shares, (b) the transaction fee paid to the Buyer in consideration of its entry into the Loan Agreement and (c) any bank account in the Cayman Islands in which the funds referred to in paragraphs (a) and (b) of this definition are deposited (or any interest thereon).

Exit Aircraft means any Relevant Aircraft that is designated as an "Exit Aircraft" in a Decision Notice or that is deemed to be an "Exit Aircraft" pursuant to Clause 7.3(c)(i).

Finance Parties means the Financier, the Administrative Agent and the Security Trustee and any other person on whose behalf any such person acts pursuant to the Loan Agreement.

Financed Pre-Delivery Payment means, in relation to an Aircraft, the amount of any Pre-Delivery Payment for such Aircraft that has been, is to be or may be financed or refinanced by the Financier and/or any other Finance Party pursuant to the Loan Agreement, as set out in the column entitled "Financed Pre-Delivery Payments (US\$)" in Part B of the Aircraft Schedule.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (c) banker's acceptances;
- (d) the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet prepared in accordance with the Relevant Accounting Standard, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty;
- (e) the balance deferred and unpaid of the purchase price of any property or services due more than [***] after such property is acquired or such services are completed, but excluding in any event trade payables arising in the ordinary course of business; and

- (f) obligations and liabilities under interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements, other agreements or arrangements designed to manage interest rates or interest rate risk, and other agreements or arrangements designed to protect against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity;

if and to the extent any of the preceding items (other than letters of credit and obligations and liabilities under (f)) would appear as a liability upon a balance sheet prepared in accordance with the Relevant Accounting Standard. Financial Indebtedness includes all Financial Indebtedness secured by a Lien on any asset (whether or not such Financial Indebtedness is assumed) and, to the extent not otherwise included, the guarantee of any Financial Indebtedness.

Financier Collateral means any collateral, security, guarantee or other support provided from time to time in relation to (a) in the case of paragraph (a) of the definition of Financier Enforcement Action, any or all of the Guarantor's, the Original Buyer's and/or the Buyer's obligations under or in relation to any Loan Document and (b) in the case of paragraph (b) of the definition of Financier Enforcement Action, any or all of any Customer Entity's obligations under or in relation to any Cross-Defaulting Transaction.

Financier Enforcement Action means:

- (a) in the context of a Material Loan Event that is not on the basis of an event of default under a Cross-Defaulting Transaction, that the Financier (or any other applicable Finance Party) shall have:
 - (i) accelerated all amounts outstanding under the Loan Agreement (subject to and in accordance with the terms of the Loan Agreement); and
 - (ii) taken all steps reasonably available to it to make any related demand for payment under any Loan Guarantee (subject to and in accordance with the terms of such Loan Guarantee); and
- (b) in the context of a Material Loan Event on the basis of an event of default under a Cross-Defaulting Transaction (in circumstances where no other Loan Event of Default has occurred and is continuing), that the Financier (or any other applicable Financier Entity) shall have:
 - (i) accelerated all amounts outstanding under such Cross-Defaulting Transaction (subject to and in accordance with the terms of each applicable transaction document); and
 - (ii) taken all steps reasonably available to it to make any related demand for payment or to start enforcement action (as applicable) with respect to any Financier Collateral provided in the context of such Cross-Defaulting Transaction (subject to and in accordance with the terms of each applicable transaction document).

Financier Entities means, together, the Financier and its Affiliates.

Financier Guarantor means:

- (a) JSA International Holdings, L.P. **provided that** it has the Required Minimum Net Worth on the RPA Effective Date (if any); or
- (b) any other person that (i) is designated in writing by the Financier to Airbus and approved in writing by Airbus (acting reasonably and in good faith) and (ii) has the Required Minimum Net Worth on the RPA Effective Date (if any).

Financier Insolvency Event means any Insolvency Event in relation to the Financier or (with effect from the time of execution of any Airbus Financier Guarantee) the Financier Guarantor.

Financier Shareholder Event means that Mitsubishi HC Capital Inc. ceases to be the direct or indirect legal and beneficial owner of the entire issued share capital of the Financier.

Financier Termination Event means the occurrence of any of the following events or the existence of any of the following circumstances:

- (a) the Financier does not execute and deliver:
 - (i) a Material Loan Event Notice pursuant to and in accordance with the provisions of Clause 6.1(a);
 - (ii) a Decision Notice pursuant to and in accordance with the provisions of Clause 7.3; or
 - (iii) a Letter of Release pursuant to and in accordance with the applicable provisions of Clause 8.5 or Clause 9.3;
- (b) a material breach or default by any Financier Entity occurs and is continuing under any agreement between any Financier Entity and Airbus (or any of its Affiliates);
- (c) any Financier Insolvency Event;
- (d) any Other Financier Termination Event;
- (e) the circumstances that are stated to result in the occurrence of a Financier Termination Event pursuant to (i) Clause 6.3(b) or (ii) paragraph 2(a)(ii) of Schedule 7 (*Financed and Non-Financed Aircraft*) occur; or
- (f) any Airbus Financier Guarantee that is required pursuant to Clause 7.8(a) is not executed within [***] of the RPA Effective Date.

Financier Termination Notice means a written notice from Airbus to the Financier (copied to the Buyer, the Original Buyer and the Guarantor) pursuant to Clause 9.1.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Initial Purchase Documents means, together, this Agreement, the Airbus Buyer Guarantee, the Assignment Agreement, the Re-Assignment Agreement and the Replacement Purchase Agreement.

Insolvency Event means, in relation to any person:

- (a) the occurrence of any of the following events or the existence of any of the following circumstances:
 - (i) it is (or is deemed for the purposes of any relevant law to be) unable to pay its debts as they fall due;
 - (ii) it admits in writing its inability to pay its debts as they fall due;
 - (iii) it suspends making payments on all or a substantial part of its indebtedness or announces in writing an intention to do so; or
 - (iv) all or a substantial part of its indebtedness is subject to a moratorium. If a moratorium occurs in relation to such person, the ending of the moratorium will not remedy the Insolvency Event caused by the moratorium; or
- (b) that any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the administration, examinership, re-organization (by way of voluntary arrangement, scheme of arrangement or otherwise but other than a solvent re-organisation), bankruptcy, dissolution, liquidation (including provisional liquidation), restructuring or winding-up of such person;
 - (ii) the appointment of an administrative receiver, administrator, compulsory manager, examiner, custodian, liquidator, provisional liquidator, restructuring officer, receiver, trustee in bankruptcy or similar officer in relation to such person or all or a substantial part of its assets; or
 - (iii) any similar or analogous corporate action, legal proceedings or other procedure or step is taken in relation to such person in any jurisdiction,

provided that any such corporate action, legal proceedings or other procedure or step shall not constitute an Insolvency Event in relation to any person if (A) it is taken by any person (other than the person that is the subject of the applicable corporate action, legal proceedings or other procedure or step, or any of its Affiliates) and (B) it is frivolous or vexatious and is discharged or dismissed within [***] days of its presentation,

and in each case including any arrangements in the context of any actual or anticipated restructuring, reorganisation or similar plan, scheme or

arrangement, including negotiations and agreements with a view to determining any class of creditors for any related purpose.

International Registry means the international registration facilities established for the purposes of the Cape Town Convention.

KYC Procedures means any and all applicable “know your customer”, customer due diligence, anti-money laundering, counter-terrorism financing or other similar checks, processes and procedures, whether resulting from any internal requirement of Airbus or from the operation of any applicable law.

Letter of Release means a letter of release from the Financier to Airbus, the Buyer, the Original Buyer and the Guarantor, which must be substantially in the form set out in Schedule 5 (*Form of Letter of Release*).

Lien means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind or any other right, agreement or arrangement having a similar effect.

Loan means, in relation to a Relevant Aircraft, an advance of funds by the Financier and/or any other Finance Party under the Loan Agreement for the purposes of financing or refinancing a Pre-Delivery Payment for such Relevant Aircraft and, at any time after any such advance has been made, the outstanding principal aggregate amount of all such advances pursuant to the Loan Agreement at such time.

Loan Acceleration Event means, following the occurrence of a Loan Event of Default, any acceleration of a Loan under the Loan Agreement.

Loan Agreement means the PDP credit agreement relating to the financing and/or refinancing of certain Pre-Delivery Payments dated on or before the date of this Agreement and entered into between the Buyer as borrower, the Financier as lender, the Administrative Agent and the Security Trustee.

Loan Documents means, together, the Loan Agreement, the Mortgage, the Share Charge, any Loan Guarantee and any other document from time to time designated as such in writing by the Guarantor, the Buyer and the Financier.

Loan Event of Default has the meaning given to the term “Event of Default” in the Loan Agreement (a complete list of which “Events of Default” are, as at the date of this Agreement, set out in Part A of Schedule 6 (*Loan Agreement Extracts*)).

Loan Guarantee means any guarantee relating to the obligations of the Buyer to the Finance Parties under the Loan Documents entered into before or after the date of this Agreement between the Guarantor and/or any other person in favour of the Financier and/or any other Finance Party.

Loan Insolvency Event of Default means any Loan Event of Default under either of clauses (iii) or (iv) of the definition of “Event of Default” contained in the Loan Agreement (as set out in Part A of Schedule 6 (*Loan Agreement Extracts*)).

Loan Payment Event of Default means any Loan Event of Default under clause (i) of the definition of “Event of Default” contained in of the Loan Agreement (as set out in Part A of Schedule 6 (*Loan Agreement Extracts*)).

Loan Prepayment Event means, in relation to a Relevant Aircraft, the prepayment (on a voluntary or mandatory basis) by the Buyer of the full amount of the Loan for such Relevant Aircraft pursuant to the Loan Agreement before the Delivery Date of such Relevant Aircraft.

Losses includes all losses, payments, damages, liabilities, claims, proceedings, actions, penalties, fines, duties, taxes, fees, rates, levies, charges, demands or other sanctions of a monetary nature, insurance premiums, judgements, costs and expenses.

Margin has the meaning given to that term in the Loan Agreement (as set out in Part B of Schedule 6 (*Loan Agreement Extracts*)).

Material Loan Event means the occurrence of:

- (a) any Loan Insolvency Event of Default;
- (b) any Loan Payment Event of Default; or
- (c) any Loan Acceleration Event.

Material Loan Event Notice means a written notice from the Financier to Airbus pursuant to Clause 6.1(a).

Mortgage means the mortgage and security agreement relating to, *inter alia*, certain rights under the Assigned Purchase Agreement dated on or about the date of this Agreement and entered into between the Buyer, the Administrative Agent and the Security Trustee.

Non-Financed Aircraft means, at any time, any Aircraft in relation to which no Loan has been made as at such time.

Option means the option granted to Airbus in relation to each Relevant Aircraft pursuant to Clause 8.

Option Aircraft means any Relevant Aircraft that is designated as an "Option Aircraft" in an Option Notice.

Option Notice means a written notice from Airbus to the Financier (copied to the Buyer, the Original Buyer and the Guarantor) pursuant to Clause 8.3.

Option Period means the period that starts on the date (if any) upon which a Step-In Event occurs and ends at the earlier of (a) [***] on the date that falls [***] after the date upon which the Financier delivers a Decision Notice and (b) the time at which Airbus delivers a written notice to the Financier (copied to the Buyer, the Original Buyer and the Guarantor) confirming that it elects to terminate the Option Period.

Option Price means, in relation to any Option Aircraft, an amount equal to the aggregate of:

- (a) all of the Financed Pre-Delivery Payments funded by the Financier and/or any other Finance Party in relation to such Option Aircraft and actually

received by Airbus as at the time at which Airbus pays the applicable amount pursuant to Clause 8.4; and

(b) interest on the amount referred to in paragraph (a) above calculated at the rate of [***].

Original Scheduled Delivery Period means, in relation to an Aircraft, the month or the calendar quarter during which the Delivery Date of such Aircraft is, as at the date of this Agreement, scheduled to occur, as specified in the column entitled "Scheduled Delivery Period" in Part A of the Aircraft Schedule (without regard to any changes thereto permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement).

Other Financier Termination Event means the occurrence of any "Financier Termination Event" (or equivalent term) under any Other Step-In Agreement.

Other PDP Financing means any pre-delivery payments financing transaction relating to any Airbus aircraft (other than the Aircraft) entered into before or after the date of this Agreement between Airbus (or any of its Affiliates), any Financier Entity and any Customer Entity.

Other Step-In Agreement means any step-in agreement (or equivalent document) entered into before or after the date of this Agreement in connection with any Other PDP Financing.

Party means a party to this Agreement.

PDP Payment Dates means, in relation to an Aircraft, the dates upon which Pre-Delivery Payments for such Aircraft were paid or are due and payable, as set out in the column entitled "PDP Payment Dates" in Part B of the Aircraft Schedule (subject to any changes thereto permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement).

Permitted Payments means payments that relate to the costs and expenses incurred by the Buyer from time to time with respect to its ongoing corporate administration and its accounting, legal and tax affairs.

Pre-Delivery Payments means, in relation to an Aircraft, the amounts paid or payable to Airbus as pre-delivery payments for such Aircraft, as set out in the column entitled "Pre-Delivery Payments (US\$)" in Part B of the Aircraft Schedule (subject to any changes thereto permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement).

Prohibited Share Interest means any direct or indirect Lien (or any direct or indirect right, title or interest) in relation to the share capital of the Buyer, other than the Share Charge.

Purchase Agreement means the A320 family purchase agreement dated as of 30 September 2011 between Airbus and the Original Buyer with respect to, *inter alia*, the Aircraft (excluding any letter agreements entered into from time to time in relation thereto; but without otherwise limiting the operation of Clause 1.2(b)).

Purchase Documents means, together, this Agreement, any Decision Notice, the Airbus Buyer Guarantee, the Assignment Agreement, the Assigned Purchase

Agreement, the Re-Assignment Agreement, the Replacement Purchase Agreement, any Airbus Financier Guarantee and any other document from time to time designated as such in writing by the Guarantor, the Buyer, the Financier and Airbus.

Re-Assignment Agreement means the re-assignment, assumption and release agreement relating to the Assigned Purchase Agreement dated of even date herewith and entered into between Airbus, the Original Buyer and the Buyer.

Re-Assignment Event has the meaning given to that term in the Re-Assignment Agreement.

Relevant Accounting Standard means, in relation to any person, generally accepted accounting principles in its State of Incorporation or the international financial reporting standards promulgated by the International Accounting Standards Board.

Relevant Aircraft means any Aircraft in relation to which a Loan has been made (subject to such Aircraft ceasing to be a Relevant Aircraft in accordance with the terms of this Agreement), subject to the provisions of Schedule 7 (*Financed and Non-Financed Aircraft*).

Relevant Documents means, together, the Purchase Documents, the Loan Documents, the Declaration of Trust and the Corporate Administration Agreement.

Relevant Parties means, together, the Financier, the Guarantor, the Original Buyer and the Buyer.

Relevant Time means the earlier of (a) 18:00 (CET) on the Decision Date and (b) the time of receipt by Airbus of a Decision Notice.

Repayment Amount has the meaning given to that term in Clause 9.2(d).

Replacement Purchase Agreement means the replacement aircraft purchase agreement dated of even date herewith and entered into between Airbus and the Financier, which will automatically and without further act become effective in relation to each Step-In Aircraft with effect from the RPA Effective Date (subject to the provisions of Clause 8.5(b) and Clause 9.3(b)).

Required Minimum Net Worth means [***].

RPA Effective Date means the date upon which any Step-In occurs.

Scheduled Delivery Month means, in relation to an Aircraft, the month during which the Delivery Date of such Aircraft is, as at the date of this Agreement, scheduled to occur, as specified in the column entitled "Scheduled Delivery Period" in Part A of the Aircraft Schedule (subject to any changes thereto permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement).

Scheduled Delivery Period means, in relation to an Aircraft, the Scheduled Delivery Month for such Aircraft or the Scheduled Delivery Quarter for such Aircraft (as applicable).

Scheduled Delivery Quarter means, in relation to an Aircraft (unless it has a Scheduled Delivery Month), the calendar quarter during which the Delivery Date of such Aircraft is, as at the date of this Agreement, scheduled to occur, as specified in the column entitled "Scheduled Delivery Period" in Part A of the Aircraft Schedule (subject to any changes thereto permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement) **provided that** following notification of the scheduled delivery month of such Aircraft by Airbus in accordance with the terms of the Assigned Purchase Agreement and this Agreement, the Scheduled Delivery Quarter for such Aircraft may be referred to as the "Scheduled Delivery Month" for such Aircraft in any notices or documents provided by Airbus to the Buyer in connection with this Agreement.

Security Trustee means Bank of Utah, a corporation organized and existing under the laws of Utah.

Share Charge means the share charge relating to the entire issued share capital of the Buyer dated on or about the date of this Agreement and entered into between the Buyer Shareholder and the Financier.

Standstill Period means the period that starts on the date of delivery of any Airbus Termination Notice and ends on the earlier of (a) the date that falls [***] after such date (or such later date as Airbus and the Financier may from time to time agree in writing) and (b) the date upon which the Financier delivers a Decision Notice.

State of Incorporation means, in relation to any person, the country, state or territory in which such person is incorporated, organised or otherwise established.

Step-In means, in relation to a Relevant Aircraft, the delivery by the Financier of a Decision Notice that designates such Relevant Aircraft as a Step-In Aircraft.

Step-In Aircraft means any Relevant Aircraft that is designated as a "Step-In Aircraft" in a Decision Notice.

Step-In Event means:

- (a) the delivery by the Financier of a Material Loan Event Notice;
- (b) the delivery by Airbus of an Airbus Termination Notice; or
- (c) the occurrence of any "Step-In Event" (or equivalent term) under any Other Step-In Agreement.

Subsidiary means:

- (a) in relation to any company that is incorporated under the laws of England and Wales, a subsidiary within the meaning of section 1159 of the Companies Act 2006; and
- (b) in relation to any company or corporation that is not incorporated under the laws of England and Wales, a company or corporation:
 - (i) which is controlled, directly or indirectly, by the first mentioned company or corporation; or

- (ii) more than half the issued voting share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (iii) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation under the laws of its State of Incorporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Term SOFR has the meaning given to that term in the Loan Agreement (as set out in Part B of Schedule 6 (*Loan Agreement Extracts*)).

Terminated Aircraft means:

- (a) any Relevant Aircraft that becomes a "Terminated Aircraft" pursuant to Clause 9.2 (other than Clause 9.2(e));
- (b) any Non-Financed Aircraft that becomes a "Terminated Aircraft" pursuant to Clause 9.2(e); and
- (c) any Step-In Aircraft that becomes a "Terminated Aircraft" pursuant to Clause 9.2(a) as a result of the occurrence of a Financier Termination Event under paragraph (f) of the definition thereof.

Written Notices has the meaning given to that term in Clause 14.1.

1.2 Unless otherwise specified and except where the context otherwise requires, any reference in this Agreement to:

- (a) any person shall be construed so as to include its successors and permitted assigns and permitted transferees in accordance with their respective interests;
- (b) any document (including this Agreement and each other Relevant Document) shall be construed as a reference to such document as amended, restated, supplemented, varied, assigned, transferred or novated from time to time in accordance with its terms and to the extent that such document is at the relevant time in effect;
- (c) any provision of law shall be construed as a reference to that provision as amended, supplemented, varied, re-enacted, replaced or restated from time to time;
- (d) any **Affiliate**, **Holding Company** or **Subsidiary** shall be construed, in the context of any person that is a partnership or any partner therein, so as to include (i) any person that has a majority or controlling share or partnership interest in relation to such partnership or such partner and (ii) any person in relation to which such partnership or such partner has a majority or controlling share or partnership interest (in each case to be construed in a manner that is consistent with the text of the definition of Subsidiary);

- (e) any **applicable law** includes, without limitation, (i) applicable laws, acts, codes, conventions, decrees, decree-laws, legislation, statutes, treaties and similar instruments, (ii) applicable final judgments, orders, determinations or awards of any court from which there is no right of appeal (or, if there is a right of appeal, such appeal is not prosecuted within the allowable time) and (iii) applicable directives, guidance, guidelines, notices, orders, regulations and rules of any governmental authority (whether or not having the force of law but with which, if not having the force of law, compliance is customary);
- (f) a **Clause** shall be construed as a reference to a clause of this Agreement;
- (g) **continuing** shall, in relation to an Airbus PA Termination Event or a Loan Event of Default, be construed as a reference to an Airbus PA Termination Event or a Loan Event of Default which has not been waived or remedied in accordance with the terms of (in the case of an Airbus PA Termination Event) the Assigned Purchase Agreement or the Purchase Agreement (as applicable) or (in the case of a Loan Event of Default) the Loan Agreement (subject to the applicable provisions of Clause 6.1);
- (h) any **liability** includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);
- (i) a **person** shall be construed as a reference to any association, company (including an exempted company), corporation, firm, governmental authority, individual, joint venture, partnership (including any limited partnership and any limited liability partnership) or trust (in each case whether or not having separate legal personality);
- (j) a **Schedule** shall be construed as a reference to a schedule to this Agreement;
- (k) a **successor** shall be construed so as to mean a successor in title of a person and any person who under the applicable laws of its State of Incorporation has assumed the rights and obligations of such person or to which, under such laws or by agreement or otherwise, such rights and obligations have been transferred;
- (l) **VAT** shall be construed as a reference to value added tax or any other tax of a similar nature and any tax which replaces any such tax or is levied in addition to any such tax;
- (m) the **winding-up, dissolution, administration or re-organization** of a person shall be construed so as to include any equivalent or analogous proceedings under the applicable law of its State of Incorporation or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, examinership, re-organization, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- (n) words importing the plural shall include the singular and *vice versa*.

1.3 Clause and Schedule headings shall be ignored in the interpretation of this Agreement.

2 Representations and Warranties

Each Party hereby makes the representations and warranties expressed to be made by it and set out in Schedule 1 (*Representations and Warranties*).

3 Buyer SPC Covenants

The Buyer hereby undertakes in favour of Airbus that it will at all times comply with the covenants set out in Schedule 2 (*Buyer SPC Covenants*).

4 Effectiveness

4.1 *Airbus conditions precedent*

It is a condition precedent to the obligations of Airbus under this Agreement that:

(a) Airbus shall have received:

- (i) copies of the Initial Purchase Documents executed by each applicable party (other than Airbus);
- (ii) copies of the fully executed Mortgage, Declaration of Trust and Corporate Administration Agreement; and
- (iii) such legal opinions as Airbus may have required in relation to the Guarantor (being a State of Delaware legal opinion), the Original Buyer (being a State of Colorado legal opinion), the Buyer (being a Cayman Islands legal opinion), the Financier (being a State of Delaware legal opinion) and the transactions contemplated by this Agreement and the other Purchase Documents (being an English legal opinion of Vedder Price LLP and a New York State legal opinion of Vedder Price P.C.); and

(b) no Airbus PA Termination Event shall have occurred and be continuing.

Airbus shall confirm in writing (including by email) to the Financier and the Original Buyer promptly upon the satisfaction or waiver of such conditions.

4.2 *Confirmations of Relevant Parties*

Each Relevant Party confirms and agrees in favour of Airbus that:

- (a) it will deliver to Airbus an original counterpart (duly executed by it) of each Initial Purchase Document to which it is a party as soon as reasonably practicable following execution of this Agreement (without prejudice to the provisions of Clause 4.1); and
- (b) the Loan Agreement is in effect as at the date of this Agreement.

5 Purchase Arrangements

5.1 Scheduled Delivery Period

- (a) The prior written consent of the Financier (which consent shall not be unreasonably withheld or delayed) shall be required in relation to any agreement between Airbus and the Buyer or the Original Buyer (as agent of the Buyer pursuant to the Assigned Purchase Agreement) to defer the Scheduled Delivery Period of a Relevant Aircraft if the aggregate deferral period would extend beyond the date that falls [***] after the last day of the Original Scheduled Delivery Period of such Relevant Aircraft.
- (b) Airbus hereby agrees in favour of the Financier that it will notify the Financier in writing of any agreement between Airbus and the Buyer or the Original Buyer (as agent of the Buyer pursuant to the Assigned Purchase Agreement) to defer the Original Scheduled Delivery Period of a Relevant Aircraft.

5.2 Purchase Agreement termination and Standstill Period

- (a) If an Airbus Termination Event occurs that is continuing, unless a Decision Notice that designates a Relevant Aircraft as a Step-In Aircraft has previously been delivered, and **provided that** Airbus has already exercised all available rights and remedies under the Purchase Agreement and/or the Assigned Purchase Agreement (if applicable) in relation to such Airbus Termination Event (save for its right to terminate or cancel the Purchase Agreement and/or the Assigned Purchase Agreement (if applicable)), Airbus undertakes in favour of the Financier that it shall, if it intends to take any action in relation to such Airbus Termination Event and prior to exercising any rights to terminate or cancel the Assigned Purchase Agreement, deliver a written notice to the Financier (copied to the Buyer, the Original Buyer and the Guarantor), which written notice must (i) identify each applicable Airbus Termination Event, (ii) include any related available information and (iii) specify the steps or actions (if any) which would be required to be undertaken in order to remedy each applicable Airbus Termination Event, in each case subject to any applicable confidentiality or disclosure restrictions.
- (b) If Airbus delivers an Airbus Termination Notice following the occurrence of an Airbus Termination Event (for the avoidance of doubt, such notice shall only be permitted to be delivered after Airbus has taken the actions specified in Clause 5.2(a)), Airbus agrees that it will not terminate or cancel the Assigned Purchase Agreement as a result of the occurrence of such Airbus Termination Event during the Standstill Period, subject to the following provisions of this Clause 5.2 and subject to the provisions of paragraph 3 of Schedule 7 (*Financed and Non-Financed Aircraft*).
- (c) Airbus will be entitled to terminate or cancel the Assigned Purchase Agreement (in full or in part) during the Standstill Period if:
 - (i) in the opinion of Airbus (acting reasonably), a failure to do so would have a material adverse effect on the rights or remedies of Airbus

as against the Buyer, the Original Buyer or the Guarantor under any Purchase Document; or

- (ii) a Financier Termination Event occurs during the Standstill Period and is continuing at the applicable time of termination or cancellation.
- (d) Notwithstanding any termination or cancellation of the Assigned Purchase Agreement pursuant to Clause 5.2(c)(i):
 - (i) for so long as no Financier Termination Event shall have occurred, the Financier shall be entitled to deliver a Decision Notice in accordance with the provisions of Clause 7.3 during the Standstill Period as if the Assigned Purchase Agreement were still in full force and effect; and
 - (ii) the provisions of Clause 7.5 will apply.
- (e) If, following the delivery by Airbus of an Airbus Termination Notice and before the Decision Date, any applicable Airbus Termination Event ceases to exist, then the Step-In Event arising as a result of such Airbus Termination Event shall cease to exist and the Financier shall cease to be required to deliver a Decision Notice in relation to such Airbus Termination Event.

5.3 *Airbus confirmations*

Airbus hereby confirms in favour of the Financier that:

- (a) [***]
- (b) [***]
- (c) [***]
- (d) [***]
- (e) [***]

5.4 *Customer Financial Indebtedness Event*

- (a) [***]
- (b) [***]

5.5 *Purchase price*

The Financier agrees and acknowledges [***].

5.6 *Agency*

The Financier agrees and acknowledges [***].

5.7 *Replacement Aircraft Schedule*

- (a) If there is any change to any Pre-Delivery Payment, any PDP Payment Date or any Scheduled Delivery Period (in each case to the extent permitted in accordance with the terms of the Assigned Purchase Agreement and this Agreement and subject to the provisions of Clause 5.1), Airbus shall be entitled to deliver to the other Parties a schedule to replace the existing Aircraft Schedule so as to reflect such changes, which replacement schedule:
 - (i) must be in substantially the same form as the existing Aircraft Schedule (subject to such changes); and
 - (ii) shall (in the absence of manifest error) for all purposes of this Agreement and the other Purchase Documents become the Aircraft Schedule with effect from the time of its delivery by Airbus.
- (b) If there is any change that is expressly agreed between the Parties in relation to the aircraft subject to the arrangements contemplated by this Agreement and the other Purchase Documents (including without limitation the aircraft rank number, the aircraft type, the addition of aircraft and the removal of aircraft), Airbus shall promptly deliver to the other Parties a schedule to replace the existing Aircraft Schedule so as to reflect such changes, which replacement schedule:
 - (i) must be in substantially the same form as the existing Aircraft Schedule (subject to such changes); and
 - (ii) shall (once it is agreed between the Parties) be executed by the Parties and shall for all purposes of this Agreement and the other Purchase Documents become the Aircraft Schedule with effect from the time of its execution by the Parties.

6 **Loan Agreement**

6.1 *Material Loan Events*

- (a) The Financier undertakes [***]
- (b) The Financier is not obliged to deliver a notice pursuant to Clause 6.1(a) in relation to any Material Loan Event (other than a Loan Acceleration Event) if it is not continuing at the end of the [***] period referred to in Clause 6.1(a).
- (c) If, following the delivery by the Financier of a Material Loan Event Notice and before the Decision Date, any applicable Material Loan Event ceases

to exist (including as a result of having been cured), then the Step-In Event arising as a result of such Material Loan Event shall cease to exist and the Financier shall cease to be required to deliver a Decision Notice in relation to such Material Loan Event.

6.2 *Restricted loan amendments*

Each Relevant Party undertakes in favour of Airbus that it shall not, without the prior written consent of Airbus:

(a) [***]

(b) [***]

6.3 *Prohibited Share Interests / Security Enforcement*

- (a) The Financier undertakes in favour of Airbus that no Financier Entity and no Finance Party shall at any time take the benefit of any Prohibited Share Interest.
- (b) Without prejudice to Airbus' entitlement to exercise any rights and/or remedies pursuant to the terms of this Agreement or at law with respect to a breach by the Financier of any related covenant of the Financier pursuant to this Agreement, each Relevant Party agrees that if:
 - (i) any Financier Entity or any Finance Party takes the benefit of any Prohibited Share Interest; or
 - (ii) the Financier or any other Finance Party takes any enforcement action in relation to:
 - (i) the Share Charge or the Declaration of Trust without (x) all Financier Enforcement Action having been taken (as contemplated by Clause 7.1) and (y) having delivered a Decision Notice in accordance with the provisions of Clause 7.3 that designates all Relevant Aircraft as Step-In Aircraft; or
 - (ii) the Mortgage (as it relates to a Relevant Aircraft) without (x) all Financier Enforcement Action having been taken (as contemplated by Clause 7.1) and (y) having delivered a Decision Notice in accordance with the provisions of Clause 7.3 that designates such Relevant Aircraft as a Step-In Aircraft,

the applicable circumstances shall constitute a Financier Termination Event.

7 **Decision Notice**

7.1 *Prior Financier Enforcement Action*

- (a) The Financier undertakes in favour of Airbus that, before delivering a Decision Notice that designates a Relevant Aircraft as a Step-In Aircraft, it

will take (or will ensure that any other applicable person takes) all Financier Enforcement Action, subject to the provisions of paragraph (b) below.

- (b) Paragraph (a) shall not apply in relation to any particular Financier Enforcement Action if:
 - (i) the applicable Financier Enforcement Action has already been taken subject to and in accordance with the terms of the applicable transaction documents;
 - (ii) there is no entitlement to take the applicable Financier Enforcement Action; and/or
 - (iii) any provision of the applicable transaction documents, or the operation of any applicable law, restricts or prohibits the taking of the applicable Financier Enforcement Action.

7.2 No rights until delivery of Decision Notice / No obligations or liabilities until RPA Effective Date

- (a) The Financier shall not be entitled to exercise or otherwise deal with any of the rights and obligations under any Purchase Document in relation to any Relevant Aircraft until such time as a Decision Notice has been received by Airbus in accordance with the terms of this Agreement.
- (b) The Financier shall not have any obligations or liabilities under the Replacement Purchase Agreement with respect to any Aircraft until the RPA Effective Date with respect to such Aircraft (as a Relevant Aircraft) has occurred.

7.3 Delivery of Decision Notice

- (a) Following the occurrence of a Step-In Event, the Financier must, at or before 18:00 (CET) on the Decision Date, deliver a Decision Notice to Airbus (copied to the Buyer, the Original Buyer and the Guarantor) with respect to all of the Relevant Aircraft **provided that** (i) the applicable Material Loan Event or the applicable Airbus Termination Event (as applicable) is continuing and (ii) no Financier Termination Notice has been delivered.
- (b) Only one Decision Notice can be delivered and it must cover all of the Relevant Aircraft.
- (c) Any Decision Notice must:
 - (i) designate each Relevant Aircraft as a "Step-In Aircraft" or an "Exit Aircraft" (and, if the Decision Notice fails to make any such designation in relation to a Relevant Aircraft, such Relevant Aircraft will be deemed to be an "Exit Aircraft"); and
 - (ii) identify the applicable Step-In Event(s).

*7.4 [***]*

[***].

7.5 *Step-In Aircraft*

Each of the Parties agrees, in relation to each Step-In Aircraft, that with effect from the applicable Step-In (subject to the provisions of Clause 8):

- (a) such Step-In Aircraft shall cease to be a Relevant Aircraft;
- (b) the rights and obligations of Airbus and the Buyer under the Assigned Purchase Agreement with respect to such Step-In Aircraft shall terminate;
- (c) such Step-In Aircraft shall cease to be subject to this Agreement and the Assigned Purchase Agreement;
- (d) neither Airbus nor the Original Buyer shall have any rights or obligations under the Purchase Agreement with respect to such Step-In Aircraft;
- (e) such Step-In Aircraft shall become subject to the Replacement Purchase Agreement;
- (f) Airbus' obligations and liabilities with respect to such Step-In Aircraft shall be owed solely to the Financier under the Replacement Purchase Agreement;
- (g) in relation to all Pre-Delivery Payments for such Step-In Aircraft held by Airbus at the time of the applicable Step-In:
 - (i) that all such Pre-Delivery Payments shall be applied in accordance with the terms of the Replacement Purchase Agreement (as if such Pre-Delivery Payments were pre-delivery payments made under, and in accordance with the terms of, the Replacement Purchase Agreement);
 - (ii) none of the Buyer, the Original Buyer and the Guarantor shall have any entitlement to and shall not claim against Airbus or the Financier any right to apply or to require Airbus or the Financier to reimburse to the Buyer, the Original Buyer or the Guarantor any amount on account of any such Pre-Delivery Payment; and
 - (iii) that each of the Buyer, the Original Buyer and the Guarantor unconditionally and irrevocably authorises and instructs Airbus to apply all such Pre-Delivery Payments in accordance with the terms of the Replacement Purchase Agreement; and
- (h) the occurrence of such Step-In shall not affect, and shall be without prejudice to, each of the Original Buyer's and Airbus' rights and obligations under the Purchase Agreement to the extent not relating to such Step-In Aircraft.

7.6 *Airbus Option*

The provisions of this Clause 6.3(b)(ii) are subject to the provisions of Clause 8.

7.7 Exit Aircraft

Exit Aircraft will be Terminated Aircraft and subject to the provisions of Clause 8.7.

7.8 Airbus Financier Guarantee

If, during the period that starts on (and includes) the date on which there occurs any Step-In Event and ends on (and includes) the date that falls [***] prior to the RPA Effective Date (if any), (x) a Financier Shareholder Event has occurred and is continuing and (y) the Financier does not have the Required Minimum Net Worth, the Financier undertakes in favour of Airbus that it will, if so required by Airbus:

- (a) procure that the Financier Guarantor executes in favour of Airbus a guarantee in relation to all of the Financier's obligations under and in relation to this Agreement and the Replacement Purchase Agreement; and
- (b) execute and deliver (or procure the execution and delivery of) such other documents as may be required by Airbus (acting reasonably) in relation to the Replacement Purchase Agreement, the Financier Guarantor and/or the Airbus Financier Guarantee, including without limitation:
 - (i) any amendment to the Replacement Purchase Agreement so as to implement any necessary resulting amendments;
 - (ii) such documents (and other information) as may be required in relation to the Financier Guarantor in the context of any KYC Procedures;
 - (iii) appropriate supporting corporate documents in relation to the Financier Guarantor's corporate (or equivalent) status and its due authorisation and execution of the Airbus Financier Guarantee; and
 - (iv) appropriate supporting legal opinions in relation to the Airbus Financier Guarantee and the Financier Guarantor,

(each of which documents must be in form and substance satisfactory to Airbus, acting reasonably) in each case within [***] of the RPA Effective Date (if any) and at [***].

8 Airbus Option

8.1 Grant

Notwithstanding the provisions of Clause 6.3(b)(ii), the Financier hereby grants in favour of Airbus the option to be released from Airbus' obligations under this Agreement in relation to any or all of the Relevant Aircraft upon and subject to the terms of this Clause 8.

8.2 Terms

The Option:

- (a) if exercised, (i) must be exercised during the Option Period and (ii) shall be irrevocable; and

- (b) if not exercised in relation to a Relevant Aircraft by the end of the Option Period, shall automatically expire at the end of the Option Period.

8.3 Exercise

In order to exercise the Option, Airbus must deliver a written notice to the Financier (copied to the Buyer, the Original Buyer and the Guarantor) during the Option Period, which written notice:

- (a) can be delivered on one occasion only;
- (b) must designate one or more of the Relevant Aircraft as "Option Aircraft"; and
- (c) must, in relation to each Option Aircraft, state whether Clause 8.5(c), (e) or (f) is to apply in relation to such Option Aircraft (different selections being possible as between the applicable Option Aircraft).

8.4 Payment

- (a) If Airbus delivers an Option Notice, it must pay to the Financier the Option Price for the applicable Option Aircraft no later than [***] after the date of such Option Notice **provided that** (i) the Financier has provided Airbus with details of the bank account into which such payment should be made and (ii) such bank account has been approved by Airbus (acting reasonably and in good faith) for the purposes of making such payment, it being confirmed that the following bank account is currently approved by Airbus for such purposes:

Bank Name and Address:	Citibank, N.A. PG & E Plaza 245 Market Street San Francisco CA 94105
BIC:	###
Fed ABA routing code:	###
Beneficiary:	###
Account Number:	###

- (b) Any payment by Airbus of the Option Price to the Financier shall be made without any deduction for or on account of taxes unless such a deduction is required under any applicable law in which case Airbus shall pay the tax to the relevant authority in accordance with applicable law and pay to the Financier an additional amount so that the Financier receives a net amount that is equal to the amount that it would have received if the deduction had not been made.

8.5 Effect of exercise

Each of the Parties agrees, in relation to each Option Aircraft, that with effect from the time of receipt in full of the applicable Option Price by the Financier from Airbus:

- (a) such Option Aircraft shall cease to be a Relevant Aircraft;
- (b) the rights and obligations of Airbus and the Financier under this Agreement with respect to such Option Aircraft shall terminate; and the Replacement Purchase Agreement shall cease to be effective in relation to such Option Aircraft (as contemplated by clause 2.2(b) of the Replacement Purchase Agreement);
- (c) the Financier hereby irrevocably and unconditionally:
 - (i) [***]
 - (ii) [***]
- (d) if the Option Notice states that this Clause 8.5(d) is to apply in relation to such Option Aircraft:
 - (i) a Re-Assignment Event will occur pursuant to and in accordance with the provisions of the Re-Assignment Agreement;
 - (ii) the Pre-Delivery Payments received by Airbus in relation to such Option Aircraft shall be reduced by an amount equal to the applicable Option Price for such Option Aircraft; and
 - (iii) an amount equal to the applicable Option Price shall immediately become due and payable by the Original Buyer under the Purchase Agreement as pre-delivery payments in relation to such Option Aircraft;
- (e) if the Option Notice states that this Clause 8.5(e) is to apply in relation to such Option Aircraft:
 - (i) such Option Aircraft shall continue to be subject to the Assigned Purchase Agreement;
 - (ii) the Pre-Delivery Payments received by Airbus in relation to such Option Aircraft shall be reduced by an amount equal to the applicable Option Price for such Option Aircraft; and
 - (iii) an amount equal to the applicable Option Price shall immediately become due and payable by the Buyer under the Assigned Purchase Agreement as pre-delivery payments in relation to such Option Aircraft; and
- (f) if the Option Notice states that this Clause 8.5(f) is to apply in relation to such Option Aircraft:
 - (i) the rights and obligations of Airbus and the Buyer under the Assigned Purchase Agreement with respect to such Option Aircraft shall terminate;

- (ii) such Option Aircraft shall cease to be subject to this Agreement and the Assigned Purchase Agreement (but shall not become subject to the Purchase Agreement); and
- (iii) neither Airbus nor the Original Buyer shall have any rights or obligations under the Purchase Agreement or this Agreement with respect to such Option Aircraft.

8.6 *Consent of Guarantor, Original Buyer and Buyer*

Each of the Guarantor, the Original Buyer and the Buyer consents to the granting of the Option in relation to each Relevant Aircraft and the arrangements contemplated by this Clause 8.

8.7 [***]

[***].

9 **Terminated Aircraft**

9.1 *Financier Termination Notice*

Upon the occurrence of any Financier Termination Event that is continuing, Airbus shall be entitled to terminate this Agreement with respect to any or all of the Relevant Aircraft (except for any Relevant Aircraft that has already been designated as a Step-In Aircraft pursuant to a Decision Notice, unless the applicable Financier Termination Event is under paragraph (f) of the definition thereof) or, in the case of any Financier Termination Event under paragraph (f) of the definition thereof, any or all of the Step-In Aircraft by written notice to the Financier (copied to the Buyer, the Original Buyer and the Guarantor).

9.2 *Categories of Terminated Aircraft*

The Parties agree that:

- (a) any Relevant Aircraft (or, in the case of any Financier Termination Event under paragraph (f) of the definition thereof, any Step-In Aircraft) that is designated by Airbus in any Financier Termination Notice will become a **Terminated Aircraft** with effect from the time of delivery of the applicable Financier Termination Notice;
- (b) any Relevant Aircraft that is designated as an “Exit Aircraft” in a Decision Notice (or that is deemed to be an “Exit Aircraft” pursuant to Clause 7.3(c)(i)) will become a **Terminated Aircraft** with effect from the time of delivery of the Decision Notice;
- (c) any Relevant Aircraft in relation to which a Loan Prepayment Event occurs will become a **Terminated Aircraft** with effect from the time of occurrence of the applicable Loan Prepayment Event;
- (d) any Relevant Aircraft will become a **Terminated Aircraft** with effect from the *scintilla temporis* prior to Delivery of such Relevant Aircraft **provided that**:

- (i) the Financier has received all amounts then due and payable by the Buyer to the Financier in relation to the Loan for such Relevant Aircraft pursuant to the Loan Agreement (other than the outstanding amount of principal and interest in relation to the Loan for such Relevant Aircraft; the **Repayment Amount**); and
 - (ii) there is (in the opinion of the Financier, acting in its sole discretion) no evidence that the Repayment Amount will not be paid immediately prior to Delivery of such Relevant Aircraft (including as a result of any applicable netting arrangements); and
- (e) each Non-Financed Aircraft will become a **Terminated Aircraft** with effect from:
- (i) the time of delivery of any Financier Termination Notice (unless Airbus otherwise agrees in writing);
 - (ii) the time of delivery of any Decision Notice (unless Airbus otherwise agrees in writing); or
 - (iii) the *scintilla temporis* prior to Delivery of such Non-Financed Aircraft.

9.3 Termination

The Parties agree, in relation to each Terminated Aircraft, that with effect from the applicable termination time (as stated in Clause 9.2):

- (a) such Terminated Aircraft (if it is a Relevant Aircraft) shall cease to be a Relevant Aircraft;
- (b) the rights and obligations of Airbus and the Financier under this Agreement with respect to such Terminated Aircraft shall terminate; and the Replacement Purchase Agreement shall cease to be effective in relation to such Terminated Aircraft (if it is a Relevant Aircraft), as contemplated by clause 2.2(b) of the Replacement Purchase Agreement;
- (c) the Financier hereby irrevocably and unconditionally:
 - (i) with effect from the applicable termination time, discharges, releases and reassigns to the Buyer (without representation or warranty, except to the extent of any Lien created by or through any Finance Party) all of its right, title and interest in and to all of the assets and rights mortgaged, charged, assigned or otherwise encumbered pursuant to the Mortgage (to the extent relating to the applicable Terminated Aircraft); and
 - (ii) undertakes in favour of Airbus that it will execute and deliver to Airbus, the Buyer and the Original Buyer a Letter of Release in relation to such Terminated Aircraft (which must be executed and delivered at or before the applicable termination time (as stated in Clause 9.2)); and

- (d) a Re-Assignment Event will occur pursuant to and in accordance with the terms of the Re-Assignment Agreement, subject to the provisions of Clause 9.4.

9.4 Variation of Clause 9.3(d)

The Parties agree:

- (a) in relation to any Terminated Aircraft pursuant to Clause 9.2(a), Clause 9.2(c) or Clause 9.2(e)(i), that if Airbus delivers a written notice to the other Parties before [***] on the date that falls [***] after the termination time for that Terminated Aircraft (as stated in Clause 9.2(a), Clause 9.2(c) or Clause 9.2(e)(i), as applicable) which states that an Airbus PA Termination Event or a Customer Insolvency Event has occurred and is continuing at the relevant time and:
 - (i) that this Clause 9.4(a)(i) is to apply in relation to such Terminated Aircraft, such Terminated Aircraft shall continue to be subject to the Assigned Purchase Agreement; or
 - (ii) that this Clause 9.4(a)(ii) is to apply in relation to such Terminated Aircraft:
 - (A) the rights and obligations of Airbus and the Buyer under the Assigned Purchase Agreement with respect to such Terminated Aircraft shall terminate;
 - (B) such Terminated Aircraft shall cease to be subject to this Agreement and the Assigned Purchase Agreement (but shall not become subject to the Purchase Agreement); and
 - (C) neither Airbus nor the Original Buyer shall have any rights or obligations under the Purchase Agreement or this Agreement with respect to such Terminated Aircraft.
- (b) in relation to any Terminated Aircraft pursuant to Clause 9.2(b) or Clause 9.2(e)(ii), that if Airbus delivers a written notice to the other Parties before [***] on the date that falls [***] after the termination time for that Terminated Aircraft (as stated in Clause 9.2(b) or Clause 9.2(e)(ii)) which states:
 - (i) that this Clause 9.4(b)(i) is to apply in relation to such Terminated Aircraft, such Terminated Aircraft shall continue to be subject to the Assigned Purchase Agreement; or
 - (ii) that this Clause 9.4(b)(ii) is to apply in relation to such Terminated Aircraft:
 - (A) the rights and obligations of Airbus and the Buyer under the Assigned Purchase Agreement with respect to such Terminated Aircraft shall terminate;
 - (B) such Terminated Aircraft shall cease to be subject to this Agreement and the Assigned Purchase Agreement (but shall not become subject to the Purchase Agreement); and

- (C) neither Airbus nor the Original Buyer shall have any rights or obligations under the Purchase Agreement or this Agreement with respect to such Terminated Aircraft.

9.5 Release of Share Charge

The Financier hereby undertakes in favour of Airbus that, if at the relevant time all of the Aircraft have either ceased to be Relevant Aircraft and/or have become Terminated Aircraft, and as a result of the operation of:

- (a) Clause 8.5(e), an Option Aircraft continues to be subject to the Assigned Purchase Agreement; or
 - (b) Clause 9.4(a)(i) or Clause 9.4(b)(i), a Terminated Aircraft continues to be subject to the Assigned Purchase Agreement,
- the Financier shall, [***], in each case promptly (and in any event within [***]) release the security constituted by the Share Charge and provide evidence of such release to Airbus, which must be in form and substance satisfactory to Airbus (acting reasonably).

10 BFE

10.1 BFE security release

If Clause 8.5 applies in relation to an Option Aircraft (such that the provisions of Clause 8.5(c) apply in relation to that Option Aircraft) or Clause 9.2 applies in relation to a Terminated Aircraft (such that the provisions of Clause 9.3(c) apply in relation to that Terminated Aircraft), the Financier hereby irrevocably and unconditionally undertakes in favour of Airbus that it will, [***]:

- (a) discharge, release and reassign all of its right, title and interest in and to any BFE Interest relating to that Option Aircraft or that Terminated Aircraft (which discharge, release and reassignment will be included in the applicable Letter of Release to the extent of any BFE Interest granted by the Original Buyer, the Buyer or the Guarantor in favour of the Financier); and
- (b) deliver to Airbus such information and/or written items as Airbus may from time to time request (acting reasonably) in relation to any such discharge, release and reassignment or otherwise so as to enable Airbus to verify that no Finance Party has any right, title or interest in and to any BFE relating to that Option Aircraft or that Terminated Aircraft,

which actions must be taken:

- (i) in the case of paragraph (a) above (x) as it relates to an Option Aircraft, at or before the time at which the Financier receives in full the Option Price for the applicable Option Aircraft (and Airbus hereby confirms in favour of the Financier that the Financier will not be required to take the actions referred to in paragraph (a) above unless the Financier has received in full the Option Price for the applicable Option Aircraft) or (y) as it relates to a Terminated

Aircraft, at or before the applicable termination time (as stated in Clause 9.2); and

(ii) in the case of paragraph (b) above, promptly following the applicable Airbus request.

10.2 BFE title transfer

(a) This Clause 10.2 applies in relation to:

- (i) any Option Aircraft that is subject to the provisions of Clause 8.5(f), if Airbus delivers a written notice (including by email) to the Original Buyer and the Buyer before the time at which Airbus pays the Option Price for that Option Aircraft stating that the provisions of this Clause 10.2 are to apply; and
- (ii) any Terminated Aircraft that is subject to the provisions of Clause 9.4(a)(ii) (being a Terminated Aircraft pursuant to Clause 9.2(a)) or Clause 9.4(b)(ii) (being a Terminated Aircraft pursuant to Clause 9.2(b)), if Airbus delivers a written notice (including by email) to the Original Buyer and the Buyer before [***] on the date that falls [***] after the termination time for that Terminated Aircraft (as stated in Clause 9.2(a) or Clause 9.2(b), as applicable) stating that the provisions of this Clause 10.2 are to apply.

(b) If this Clause 10.2 applies in relation to an Option Aircraft or a Terminated Aircraft (as contemplated by paragraph (a) above):

(i) **Transfer Time** means:

- (A) in relation to an Option Aircraft, the time immediately following the discharge, release and reassignment in relation to that Option Aircraft pursuant to Clause 10.1(a); and
- (B) in relation to a Terminated Aircraft, the time at which Airbus delivers a written notice for that Terminated Aircraft pursuant to paragraph (a)(ii) above; and

(ii) with effect from the Transfer Time for that Option Aircraft or that Terminated Aircraft, each of the Original Buyer and the Buyer hereby (automatically and without further act) transfers to Airbus with full title guarantee all of its right, title and interest in and to any and all BFE for that Option Aircraft or that Terminated Aircraft (and not, for the avoidance of doubt, only its right, title and interest in and to any BFE that is subject to the provisions of Clause 10.1(a)).

(c) Airbus hereby agrees in favour of the Original Buyer and the Financier, in relation to any BFE that is transferred to Airbus pursuant to paragraph (b) above, that it will pay to the Original Buyer or the Financier (as designated in writing by the Original Buyer and the Financier to Airbus) either:

- (i) an amount equal to the net price for that BFE paid by the Original Buyer (or any other Customer Entity) to the applicable supplier

provided that Airbus is satisfied (acting reasonably and in good faith) that the applicable amount has been paid in full by the Original Buyer (or any other Customer Entity); or

- (ii) if Airbus is not satisfied (acting reasonably and in good faith) pursuant to paragraph (i) above in relation to any BFE, the amount determined by Airbus (acting reasonably and in good faith) to be the net price for that BFE that would be payable to the applicable supplier,

in each case promptly following the applicable Transfer Time pursuant to paragraph (b) above, subject to the provisions of Clause 10.3.

10.3 Further assurance and co-operation

- (a) Without limiting the effectiveness of the automatic title transfer to any BFE pursuant to Clause 10.2(b), each of the Original Buyer and the Buyer hereby undertakes in favour of Airbus that it will:
 - (i) if so requested by Airbus, execute a bill of sale (or other title transfer document) in favour of Airbus in relation to any applicable BFE, which must be in form and substance acceptable to Airbus (acting reasonably); and/or
 - (ii) take such other actions as Airbus may from time to time request (acting reasonably) so as to ensure that full legal and beneficial title to any applicable BFE is vested in Airbus.
- (b) If a bill of sale (or other title transfer document) and/or any other action is requested by Airbus in relation to any BFE pursuant to paragraph (a) above, the receipt by Airbus of an executed, dated and released bill of sale (or other title transfer document) in relation to that BFE and/or the taking of the applicable other action in relation to that BFE shall, in each case, be a condition to the obligation of Airbus to make the payment referred to in Clause 10.2(c) in relation to that BFE.
- (c) The Original Buyer hereby undertakes in favour of Airbus that it will deliver to Airbus such information and/or written items as Airbus may from time to time request (acting reasonably) in relation to any BFE that is the subject of this Clause 10.
- (d) Except as otherwise set forth in this Clause 10, any and all costs and expenses incurred by a Party in connection with the arrangements contemplated by this Clause 10 shall be for its own account.
- (e) Each Party hereby agrees to co-operate in good faith with each other Party in connection with the arrangements contemplated by this Clause 10.

11 Indemnities

11.1 Guarantor

The Guarantor hereby indemnifies and undertakes to indemnify, within [***] of first written demand by Airbus, each Airbus Indemnatee against any and all Losses suffered or incurred by such Airbus Indemnatee as a result of:

- (a) the entry into, and performance of, any Relevant Document; and
- (b) any action or inaction of any Relevant Party in connection with any Relevant Document,

unless and except to the extent that any such Loss arises solely as a result of the gross negligence or wilful misconduct of such Airbus Indemnatee.

11.2 Financier

The Financier hereby indemnifies and undertakes to indemnify, within [***] of first written demand by Airbus, each Airbus Indemnatee against any and all Losses suffered or incurred by such Airbus Indemnatee as a result of any exercise (or purported exercise) by the Financier of its rights or remedies under any Relevant Document [***].

11.3 Reimbursement

If, following any application of Pre-Delivery Payments for a Step-In Aircraft in accordance with the provisions of Clause 7.4(g), [***] (the amount to be reimbursed being the **PDP Reimbursement Amount**), the Financier, the Guarantor, the Original Buyer and the Buyer hereby jointly and severally undertake in favour of Airbus to reimburse to Airbus an amount equal to the PDP Reimbursement Amount upon the first written demand of Airbus.

11.4 Supporting statement

Any indemnity claim pursuant to Clause 11.1 or Clause 11.2 shall be accompanied by a written statement from Airbus certifying the amount of the required indemnity payment and including any available information with respect to the basis on which such indemnity payment was calculated, which written statement shall be conclusive in the absence of manifest error.

11.5 Continuing obligations

The obligations pursuant to Clauses 11.1, 11.2 and 11.3 are continuing obligations and shall remain in full force and effect notwithstanding the occurrence of any Delivery Date.

12 Conflicting Provisions etc.

12.1 Mortgage

Airbus acknowledges receipt of a copy of the Mortgage and consents to the granting of the Lien with respect to the Assigned Purchase Agreement pursuant to the Mortgage.

12.2 *General*

Each Party agrees that:

- (a) in the event of any conflict or inconsistency between the provisions of any Loan Document and the provisions of any Purchase Document, the provisions of the applicable Purchase Document shall prevail with respect to Airbus and the Relevant Aircraft;
- (b) nothing contained in any Relevant Document shall subject Airbus to any duplicate obligation or liability with respect to any Relevant Aircraft;
- (c) nothing contained in any Purchase Document shall limit, restrict or otherwise adversely affect the rights and remedies of any Finance Party against the Buyer, the Original Buyer or the Guarantor under or in relation to the Loan Documents or the Financier Collateral;
- (d) nothing contained in any Loan Document or the Financier Collateral shall limit, restrict or otherwise adversely affect the rights and remedies of Airbus against the Buyer, the Original Buyer or the Guarantor under or in relation to the Purchase Documents;
- (e) the Financier shall have no obligation or liability under or in relation to the Assigned Purchase Agreement; and
- (f) the Mortgage shall not constitute a novation of the Assigned Purchase Agreement.

13 **Assignments and Transfers**

13.1 *Benefit*

This Agreement shall be binding upon and enure to the benefit of each Party and its successors, permitted assigns and permitted transferees.

13.2 *Consent required*

No Party shall be entitled to assign or otherwise deal with any or all of its rights and/or transfer any or all of its rights and/or obligations under this Agreement without the prior written consent of the other Parties.

14 **Notices**

14.1 *General*

Unless otherwise expressly provided in this Agreement, all notices, requests, demands or other written communications in relation to this Agreement (for the purposes of this Clause 14, **Written Notices**) shall, in order to be effective, be in English and in writing and shall be delivered by letter or by electronic mail.

14.2 *Effectiveness*

All Written Notices shall:

- (a) in order to be effectively delivered to a Party, be:
 - (i) left at the postal address of that Party set out in Clause 14.3;
 - (ii) sent with an internationally recognised courier service in an envelope addressed to that Party at its postal address set out in Clause 14.3; or
 - (iii) sent by electronic mail to the e-mail address of that Party set out in Clause 14.3; and
- (b) be effective and deemed to have been delivered to a Party:
 - (i) in the case of a letter (x) if delivered in the manner referred to in Clause 14.2(a)(i), when left at the postal address of that Party or (y) if delivered in the manner referred to in Clause 14.2(a)(ii), when delivered by the relevant courier service to the postal address of that Party (as evidenced by the records of the relevant courier service); or
 - (ii) in the case of an electronic mail (including any attachments), when received in readable form by that Party (provided that if the time of receipt of an electronic mail is not within normal business hours on a business day in the country of the recipient, such electronic mail shall be deemed to have been delivered at the opening of business on the next succeeding business day in such country).

14.3 Addresses

The addresses of the Parties for the purposes of this Clause 14 are as follows:

- (a) the Guarantor:

Frontier Group Holdings, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

- (b) the Original Buyer:

Frontier Airlines, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

with a copy to the Guarantor at its address above;

(c) the Buyer:

Vertical Horizons JSA Limited
c/o Walkers Fiduciary Limited
190 Elgin Avenue
George Town
Grand Cayman KY1-9008
Cayman Islands

Attention: The Directors
Email: ###

with a copy to the Guarantor at its address above;

(d) the Financier:

JSA International U.S. Holdings, LLC
909 Montgomery Street, Suite 500
San Francisco
California, 94133
U.S.A

Attention: General Counsel
Email: ###; and

(e) Airbus:

Airbus S.A.S.
2 rond-point Emile Dewoitine
31700 Blagnac
France

Attention: EVP Commercial Transactions / ###
Email: ###,

or, in each case, such other address as one Party may from time to time designate to the other Parties upon not less than [***] notice.

14.4 *Reliance*

Each Party shall be entitled to rely on the information contained in any Written Notice delivered pursuant to this Agreement and shall not have to further enquire as to the accuracy of the information contained in any such Written Notice.

15 **Confidential Information**

15.1 *Confidentiality*

Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 15.2, and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

15.2 *Disclosure of Confidential Information*

Subject to the provisions of Clause 15.3, each Party may disclose:

- (a) any Confidential Information to any other Party;
- (b) to any of its Affiliates, the Corporate Administrator or the Buyer Shareholder and any of its or their officers, directors, employees, attorneys, other professional advisers and auditors such Confidential Information as that Party considers appropriate; and
- (c) to:
 - (i) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (ii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
 - (iii) any other person with the prior written consent of each other Party,in each case such Confidential Information as that Party considers appropriate.

15.3 *Restrictions*

- (a) Any recipient of Confidential Information pursuant to Clause 15.2(b) or Clause 15.2(c) must either:
 - (i) be subject to an ethical or professional duty of confidentiality to the disclosing Party; or
 - (ii) before disclosure of the applicable Confidential Information:
 - (i) be informed in writing of the confidential nature of the applicable Confidential Information; and
 - (ii) either (x) have entered into a non-disclosure agreement in favour of Airbus in relation to the applicable Confidential Information or (y) otherwise have agreed in favour of Airbus to be bound by requirements of confidentiality in relation to the applicable Confidential Information, unless in the case of Clause 15.2(c)(i) or 15.2(c)(ii) it is not possible in the circumstances.
- (b) No Party may disclose any Confidential Information with respect to any Loan Document (other than any Relevant Party as between the other Relevant Parties subject to the confidentiality provisions of the Loan Agreement).

- (c) The Buyer, the Original Buyer and the Guarantor irrevocably and unconditionally consent to the disclosure by the Financier of such information as the Financier is obliged to provide to Airbus pursuant to the terms of this Agreement.
- (d) The Buyer, the Original Buyer and the Guarantor irrevocably and unconditionally consent to the disclosure by Airbus of such information as Airbus is obliged to provide to the Financier pursuant to the terms of this Agreement **provided that** nothing shall oblige Airbus to disclose, and Airbus shall not be permitted without the prior written consent of the Guarantor and the Original Buyer to disclose, to the Financier any information relating to the Purchase Agreement to the extent not relating to the Assigned Rights and the Assumed Obligations (as each such term is defined in the Assignment Agreement).

15.4 *Notification of disclosure*

Each Party agrees (to the extent permitted by applicable law) to inform each other Party:

- (a) of the circumstances of any disclosure of Confidential Information pursuant to Clause 15.2(c)(i) or 15.2(c)(ii) except to the extent that any such disclosure is to any person in the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 15.

15.5 *Continuing obligations*

The obligations in this Clause 15 are continuing obligations and shall remain in full force and effect until the date that falls on the later of (a) any date of termination of this Agreement and (b) the final Delivery Date.

16 **Partial Invalidity**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

17 **Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of any Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

18 Amendments

18.1 *Consent of all Parties*

Subject to Clause 18.2, any provision of this Agreement may be amended only with the prior written consent of each Party. Any amendment must be documented pursuant to a written agreement executed by each Party.

18.2 *Exceptions*

Following a Step-In by the Financier in relation to any Step-In Aircraft, the consent of the Buyer, the Original Buyer and the Guarantor will not be required in relation to any amendment to this Agreement to the extent that such amendment relates to such Step-In Aircraft.

19 Further Assurance

Each Party agrees that it will take all such actions and do all such things as may be necessary and which any other Party may from time to time require in writing (acting reasonably) so as to establish, maintain, perfect, preserve and/or protect its right, title and interest under or in relation to this Agreement or to give effect to the arrangements contemplated by this Agreement.

20 Costs and Expenses

The Guarantor shall from time to time, within [***] of first written demand by Airbus, reimburse Airbus for all reasonable costs and expenses (including legal fees (subject to any agreed estimated, capped or fixed fee arrangements) together with VAT and disbursements) incurred by it in relation to the negotiation, preparation and execution of this Agreement and the other Relevant Documents.

21 Third Party Rights

21.1 *No third party rights*

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement, subject to the provisions of Clause 21.2.

21.2 *Exceptions*

Any Airbus Indemnitee shall be entitled to enforce and enjoy the benefit of the terms of Clause 11.1 subject to and in accordance with the provisions thereof **provided that** no consent of any Airbus Indemnitee is required to rescind or vary this Agreement at any time.

22 Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any Party may execute this Agreement by signing and delivering one or more counterparts. The Parties intend that faxed signatures and electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all Parties. The original documents shall be promptly delivered, if requested. The Parties agree that this

Agreement, any amendment, supplement or variation with respect to this Agreement or any other document necessary for the consummation of the transactions contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with E Sign, UETA and any applicable law. Any document accepted, executed or agreed to in conformity therewith will be binding on all Parties to the same extent as if it were physically executed and each Party hereby consents to the use of any secure third party electronic signature capture service with appropriate document access tracking, electronic signature tracking and document retention as may be reasonably chosen by a signatory hereto, including but not limited to DocuSign.

23 Cape Town Convention

Prior to the Delivery of an Aircraft, no Relevant Party shall be entitled to register any interest in relation to such Aircraft or this Agreement with the International Registry.

24 Governing Law and Jurisdiction

24.1 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

24.2 Jurisdiction

- (a) Each Party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a **Dispute**).
- (b) Each Party agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary.
- (c) To the extent that any Party has (or is entitled to claim) any immunity in relation itself and/or any of its assets (whether in the context of the jurisdiction of the courts of England to settle a Dispute, the recognition by the courts of England of a foreign judgment or an arbitral award or any order for relief), such Party hereby unconditionally and irrevocably waives or (if a waiver is not permitted by applicable law) agrees that it will not claim any such immunity.

24.3 Service of Process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Party irrevocably appoints as its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement:
 - (i) in the case of the Guarantor and Original Buyer: Walkers (London), at its registered office in England from time to time, currently at The Scalpel, 11th Floor, 52 Lime Street, London EC3M 7AF, England;

- (ii) in the case of the Buyer: Walkers (London), at its registered office in England from time to time, currently at The Scalpel, 11th Floor, 52 Lime Street, London EC3M 7AF, England;
- (iii) in the case of the Financier: JSA International Aircraft UK Limited, at its registered office in England from time to time, currently at 21 Holborn Viaduct, London EC1A 2DY, England; and
- (iv) in the case of Airbus: Airbus Operations Limited, at its registered office in England from time to time, currently at Pegasus House, Aerospace Avenue, Filton, Bristol, BS34 7PA (attention: Legal Department),

or, in each case, such other person and such other address as a Party may from time to time designate to the other Parties on not less than [***] prior written notice.

- (b) Each Party agrees that failure by a process agent to notify the relevant Party of the process will not invalidate the proceedings concerned.

25 Recourse

25.1 Limitation of recourse

Subject to the provisions of this Clause 25, but notwithstanding any provision of this Agreement or any other Purchase Document to the contrary, each of Airbus, the Guarantor and the Original Buyer agrees with the Buyer that the obligations of the Buyer under this Agreement and each other Purchase Document are limited recourse obligations of the Buyer and that the rights of Airbus, the Guarantor and the Original Buyer (in each case whether by legal proceedings or otherwise) to enforce the obligations of the Buyer under this Agreement and each other Purchase Document shall be limited to:

- (a) the recovery from the Buyer of all sums that are paid to, actually received by or recovered by the Buyer (or any person claiming through or on behalf of the Buyer) pursuant to any provision of any Purchase Document or otherwise; and
- (b) the assets of the Buyer (excluding the Excepted Property).

25.2 Continuing obligations

Notwithstanding the provisions of Clause 25.1, the Buyer undertakes and agrees with each of Airbus, the Guarantor and the Original Buyer that:

- (a) each of its obligations under this Agreement and each other Purchase Document (i) is a continuing obligation, (ii) shall not be extinguished by reason of any inability of Airbus, the Guarantor or the Original Buyer (or, in each case, any other person) to enforce any such obligation as a result of the limitation on recourse contained in Clause 25.1 or by performance in part of any such obligation and (iii) is due to be performed on the date on which it is expressed by the terms of this Agreement or the other Purchase Document (as applicable) to become due to be performed; and

- (b) the provisions of Clause 25.1 shall not derogate from or otherwise limit the right of recovery, realisation or application by Airbus under or in relation to this Agreement and each other Purchase Document.

25.3 *Personal liability*

Notwithstanding the provisions of Clause 25.1, the Buyer shall be fully and personally liable (excluding in respect of the Excepted Property) for any loss sustained or incurred by Airbus, the Guarantor or the Original Buyer as a result of:

- (a) the fraud, gross negligence or wilful misconduct of the Buyer (including its shareholders, directors, officers and employees);
- (b) any representation or warranty as to matters of fact only made by the Buyer under or in relation to this Agreement or any other Relevant Document being untrue or incorrect in any material respect when made (in each case only with respect to the facts and circumstances then existing) other than as a result of:
 - (i) a change in applicable law or any representation being untrue or incorrect to the extent that such untruth or incorrectness arises as a result of laws or regulations outside of the Cayman Islands; or
 - (ii) any representation or warranty made or given by another party under any other Relevant Document being incorrect, untrue, inaccurate or misleading in any material respect on the date made or given or any representation being untrue or incorrect to the extent that such untruth or incorrectness arises as a result of a failure by any other Party (other than the Buyer) to a Relevant Document to comply with its obligations thereunder; or
- (c) any breach of the undertakings of the Buyer set out in Schedule 2 (*Buyer SPC Covenants*) unless caused by any act or default of any Party (other than the Buyer).

25.4 *Non-petitioning*

Each of Airbus, the Guarantor and the Original Buyer agrees in favour of the Buyer that it will not start (and will procure that none of its Affiliates will start) any winding-up proceedings against the Buyer or take any other action or proceedings for the winding-up, dissolution, administration or examinership of the Buyer **provided that** neither Airbus nor (except in the case of paragraph (a) below) the Guarantor or the Original Buyer shall as a result be prevented from:

- (a) starting any such proceedings or taking any such action or proceeding, if a failure to do so would result in Airbus losing any right of action against the Buyer;
- (b) making any claim or participating in relation to any such action or proceeding that is started by any person other than Airbus, the Guarantor or the Original Buyer (as the case may be);
- (c) taking any proceedings to obtain any judgement or order in relation to the rights and/or remedies of Airbus, the Guarantor or the Original Buyer (as

the case may be), or the obligations and/or liabilities of the Buyer, in each case under or in relation to this Agreement and/or any other Purchase Document;

- (d) exercising any of its rights and/or remedies against the Buyer, or enforcing any of the obligations of the Buyer, in each case under or in relation to this Agreement and/or any other Purchase Document; or
- (e) doing any thing or taking any action that is necessary (in the opinion of Airbus) in the context of the Airbus Buyer Guarantee (including without limitation so as to ensure that Airbus is able to claim and/or recover any amounts that may from time to time be or become payable by the Guarantor pursuant to the Airbus Buyer Guarantee).

25.5 *Shareholders and directors*

Notwithstanding any other provision of this Agreement, each of Airbus, the Guarantor and the Original Buyer acknowledges and agrees that the obligations of the Buyer under this Agreement and each other Purchase Document are its corporate obligations and that it will not seek before any court or governmental agency to have any shareholder, director, officer or employees of the Buyer from time to time held liable for any actions or inactions of the Buyer or any obligation of the Buyer under this Agreement and/or any other Purchase Document, in each case except to the extent that any such action or inaction arises as a result of the fraud, gross negligence or wilful misconduct of such person.

25.6 *Continuing effect*

The provisions of this Clause 25 shall remain in full force and effect notwithstanding the termination of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed as a deed by the duly authorised representatives of the Parties and this Agreement is intended to be and is hereby delivered on the day and year first above written.

Schedule 1 Representations and Warranties

Part A – All Parties

Each Party makes the representations and warranties set out in this Part A in favour of each other Party on the date of this Agreement and acknowledges that each other Party has entered into this Agreement in reliance on those representations and warranties.

1 Status

It is duly incorporated, organised or otherwise established and validly existing under the laws of:

- (a) in the case of the Guarantor, the State of Delaware, United States of America;
- (b) in the case of the Original Buyer, the State of Colorado, United States of America;
- (c) in the case of the Buyer, the Cayman Islands;
- (d) in the case of the Financier, the State of Delaware, United States of America; and
- (e) in the case of Airbus, France.

2 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Relevant Documents to which it is a party do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutive documents; or
- (c) any agreement or instrument binding upon it or any of its assets.

3 Power and authority

It has the power to enter into, perform and deliver, and has taken (or will, prior to its execution thereof, take) all necessary action to authorise its entry into, performance and delivery of, the Relevant Documents to which it is a party and the transactions contemplated by those Relevant Documents.

4 Authorisations

All Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Relevant Documents to which it is a party have been obtained or effected (or will, when required, be obtained or effected) and are (or will, when required, be) in full force and effect.

5 No immunity

It is subject to civil commercial law with respect to its obligations under the Relevant Documents to which it is a party and neither it nor any of its assets is entitled to any right of immunity and the entry into and performance of the Relevant Documents to which it is a party by it constitute private and commercial acts.

Part B – Guarantor, Original Buyer and Buyer

Each of the Guarantor, the Original Buyer and (except in the case of paragraph 6) the Buyer makes the representations and warranties set out in this Part B in favour of Airbus and the Financier on the date of this Agreement and acknowledges that each of Airbus and the Financier has entered into this Agreement in reliance on those representations and warranties.

1 No Liens over Purchase Documents

Other than pursuant to the Mortgage, the Buyer has not:

- (a) sold, transferred, assigned or otherwise disposed of any of its right, title or interest in and to the Assigned Purchase Agreement or any other Purchase Document to which it is a party; or
- (b) created, incurred, assumed or permitted or caused to exist any Lien over any of its right, title or interest in and to the Assigned Purchase Agreement or any other Purchase Document to which it is a party.

2 Ownership of Buyer

- (a) Subject to the provisions of the Share Charge and the Declaration of Trust, the Buyer Shareholder is the direct legal owner of the entire issued share capital of the Buyer, free and clear of all Liens (other than the Liens constituted by the Share Charge and the Declaration of Trust).
- (b) The Declaration of Trust provides for general charitable purposes and is not granted (directly or indirectly) in favour of the Buyer, the Original Buyer or the Guarantor.

3 Loan Agreement

The extracts of the Loan Agreement set out in Schedule 6 (*Loan Agreement Extracts*) are true and accurate in all respects.

4 No other business

The Buyer has not, prior to the date of this Agreement, engaged in any business other than the business permitted or contemplated by the Relevant Documents, the transactions contemplated thereby and matters reasonably incidental thereto (including but not limited to matters relating to its corporate administration and its legal, accounting and tax affairs).

5 No other liabilities

The Buyer has not, prior to the date of this Agreement, entered into any contract or agreement with any person or has otherwise created or incurred any liability to any person, other than as permitted or contemplated by the Relevant Documents, the transactions contemplated thereby and matters reasonably incidental thereto (including but not limited to matters relating to its corporate administration and its legal, accounting and tax affairs).

6 Ownership of the Original Buyer

The Guarantor is the direct legal and beneficial owner of the entire issued share capital of the Original Buyer.

7 Assigned Purchase Agreement

The Assigned Purchase Agreement is in full force and effect and is enforceable against the Buyer in accordance with its terms subject to general principles of equity and any applicable law from time to time in effect relating to bankruptcy or liquidation or any other applicable law affecting generally the enforcement of creditors' rights.

8 No Breach

It is not in breach of any provision of any Purchase Documents to which it is a party.

9 Aircraft Schedule

All of the information set out in Part B of the Aircraft Schedule is accurate.

Part C – Financier

The Financier makes the representations and warranties set out in this Part C in favour of Airbus on the date of this Agreement and acknowledges that Airbus has entered into this Agreement in reliance on those representations and warranties.

1 [***]

2 [***]

3 [***]

Schedule 2 Buyer SPC Covenants

1 Restricted Business

The Buyer hereby undertakes in favour of Airbus that:

- (a) its business will at all times be limited to the business permitted or contemplated by the Relevant Documents and that it will not engage in any other business except for matters reasonably incidental thereto (including but not limited to matters relating to its corporate administration and its accounting, legal and tax affairs); and
- (b) it will not enter into any contract or agreement with any person and will not otherwise create or incur any liability to any person, other than as permitted or contemplated by the Relevant Documents, the transactions contemplated thereby and matters reasonably incidental thereto (including but not limited to matters relating to its corporate administration and its accounting, legal and tax affairs).

2 Negative Pledge

The Buyer hereby undertakes in favour of Airbus that (other than pursuant to the Mortgage) it will not:

- (a) sell, transfer, assign or otherwise dispose of any of its right, title or interest in and to the Assigned Purchase Agreement or any other Purchase Document to which it is a party;
- (b) create, incur, assume or permit or cause to exist any Lien over any of its right, title or interest in and to the Assigned Purchase Agreement or any other Purchase Document to which it is a party; or
- (c) consent to the taking of any such action by any other person.

3 Distributions

The Buyer hereby undertakes in favour of Airbus that it will not make any Distributions, except for:

- (a) payments pursuant to the Relevant Documents; and
- (b) Permitted Payments.

4 Segregated Business

The Buyer hereby undertakes in favour of Airbus that its business will at all times be conducted such that it is a separate and readily identifiable business from, and independent of, each Customer Entity, and that the Buyer will:

- (a) observe all formalities necessary to remain a legal entity separate and distinct from, and independent of, each Customer Entity;
- (b) maintain its assets and liabilities separate and distinct from those of each Customer Entity;

- (c) not commingle its assets and/or funds with the assets and/or funds of any Customer Entity;
- (d) maintain records, books and accounts (to the extent that it is required to maintain records, books and accounts by applicable law and/or any Relevant Document) separate from those of each Customer Entity;
- (e) pay its obligations in the ordinary course of business as a legal entity separate from each Customer Entity;
- (f) keep its funds separate and distinct from any funds of each Customer Entity, and will receive, deposit, withdraw and disburse such funds separately from any funds of each Customer Entity;
- (g) conduct its business in its own name, and not in the name of any Customer Entity;
- (h) not appoint any director, officer or employee of a Customer Entity as a director, officer or employee of the Buyer;
- (i) not agree to pay, assume, guarantee or become liable for any debt of any Customer Entity, except pursuant to (or as permitted by) any Relevant Document;
- (j) not hold out that it is a division of any Customer Entity, or that any Customer Entity is a division of it;
- (k) save for entering into (or as otherwise permitted by) the Relevant Documents, not induce any third party to rely on the creditworthiness of any Customer Entity in order that such third party will be induced to contract with it;
- (l) not acquire any shares (or other equity interest or securities) in any Customer Entity; and
- (m) observe all material corporate or other procedures required under applicable law and under its constitutive documents,

and each of the Buyer, the Original Buyer and the Guarantor hereby undertakes in favour of Airbus that it will not take any action or do anything that would result in a breach of any of such covenants.

Schedule 3 Aircraft Schedule

Part A – Aircraft and Scheduled Delivery Periods

Frontier / JSA: A320 NEO / A321 NEO – Step-In Agreement
VP/#67211098.8

Part B – Pre-Delivery Payments

Frontier / JSA: A320 NEO / A321 NEO – Step-In Agreement
VP/#67211098.8

Schedule 4 Form of Decision Notice

To: **Airbus S.A.S.**
2 rond-point Emile Dewoitine
31700 Blagnac
France

Attention: EVP Commercial Transactions / ###
Email: ###

cc: **Vertical Horizons JSA Limited**
c/o Walkers Fiduciary Limited
190 Elgin Avenue
George Town
Grand Cayman KY1-9008
Cayman Islands

Attention: The Directors
Email: ###

Frontier Airlines, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

Frontier Group Holdings, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

Date: [●]

Dear Sirs

Step-In Agreement dated 26 September 2024 between Frontier Group Holdings, Inc., Frontier Airlines, Inc., Vertical Horizons JSA Limited, JSA International U.S. Holdings, LLC (the Financier) and Airbus S.A.S. (Airbus) relating to certain Airbus Aircraft (the Agreement)

We refer to the Agreement. Unless otherwise defined in this Decision Notice, all words and expressions defined in the Agreement shall have the meanings given to them in the Agreement when used in this Decision Notice.

This is the Decision Notice for the purposes of the Agreement.

This Decision Notice is delivered pursuant to clause 7.3 of the Agreement as a result of the occurrence of a Step-In Event arising from [the delivery by Airbus of an Airbus Termination Notice] [the delivery by the Financier of a Material Loan Event Notice] [the occurrence of a “Step-In Event” (or equivalent term) under any Other Step-In Agreement].

Step-In Aircraft

In accordance with clause 7.3 of the Agreement, the Financier hereby irrevocably designates [each of] the following Relevant Aircraft as a Step-In Aircraft:

[•]

and, as a result, irrevocably confirms that the provisions of clause 7.4 of the Agreement apply in relation to the Step-In Aircraft (such that the Step-In Aircraft [is/are] now subject to the Replacement Purchase Agreement, upon and subject to the terms of the Replacement Purchase Agreement), subject to the provisions of clause 8 of the Agreement.

Exit Aircraft

In accordance with clause 7.3 of the Agreement, the Financier hereby irrevocably designates [each of] the following Relevant Aircraft as an Exit Aircraft:

[•]

and, as a result, irrevocably confirms that the provisions of clauses 9.2 and 9.3 of the Agreement apply in relation to the Exit Aircraft (such that the Financier is required to execute and deliver a Letter of Release in relation to the Exit Aircraft).

This Decision Notice is governed by and shall be construed in accordance with English law.

Yours faithfully

Financier

for and on behalf of

JSA International U.S. Holdings, LLC

Name:

Title:

Schedule 5 Form of Letter of Release

To: **Airbus S.A.S.**
2 rond-point Emile Dewoitine
31700 Blagnac
France

Attention: EVP Commercial Transactions / ###
Email: ###

Vertical Horizons JSA Limited
c/o Walkers Fiduciary Limited
190 Elgin Avenue
George Town
Grand Cayman KY1-9008
Cayman Islands

Attention: The Directors
Email: ###

Frontier Airlines, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

Frontier Group Holdings, Inc.
4545 Airport Way
Denver
Colorado 80239
U.S.A.

Attention: EVP Legal and Corporate Affairs
Email: ###

Date: [●]

Dear Sirs

Step-In Agreement dated 26 September 2024 between Frontier Group Holdings, Inc. (the Guarantor), Frontier Airlines, Inc. (the Original Buyer), Vertical Horizons JSA Limited (the Buyer), JSA International U.S. Holdings, LLC (the Financier) and Airbus S.A.S. (Airbus) relating to certain Airbus Aircraft (the Agreement)

We refer to the Agreement. Unless otherwise defined in this Letter of Release, all words and expressions defined in the Agreement shall have the meanings given to them in the Agreement when used in this Letter of Release.

This is a Letter of Release for the purposes of the Agreement and is delivered pursuant to [clause 8.5(c) / clause 9.3(c)] of the Agreement.

This Letter of Release relates to the [aircraft type] aircraft with aircraft rank number [●] and MSN [●] (the **Aircraft**).

Text to be included for Letter of Release pursuant to clause 9.3

With effect from the date of this Letter of Release, the Financier hereby irrevocably confirms to Airbus, the Buyer, the Original Buyer and the Guarantor that:

- (a) the provisions of clause 9.3 of the Agreement apply in relation to the Aircraft; and
- (b) the Aircraft is free and clear of all Liens granted in favour of, by or attributable to any Finance Party.

The Financier hereby irrevocably and unconditionally discharges, releases and reassigns (without recourse or warranty, except to the extent of any Lien created by or through any Finance Party) (i) to the Buyer all of its right, title and interest in and to all of the assets and rights mortgaged, charged, assigned or otherwise encumbered under or pursuant to the Mortgage (to the extent relating to the Aircraft) and (ii) to the Buyer (in the case of any BFE Interest granted by the Buyer), the Original Buyer (in the case of any BFE Interest granted by the Original Buyer) and the Guarantor (in the case of any BFE Interest granted by the Guarantor) all of its right, title and interest in and to any BFE Interest relating to the Aircraft granted by the Buyer, the Original Buyer or the Guarantor (as applicable) in favour of the Financier.

Text to be included for Letter of Release pursuant to clause 8.5 (exercise of Airbus Option)

With effect from the date of this Letter of Release, the Financier hereby irrevocably confirms to Airbus, the Buyer, the Original Buyer and the Guarantor that:

- (a) it has received payment in full of the Option Price for the Aircraft;
- (b) the provisions of clause 8.5 of the Agreement apply in relation to the Aircraft; and
- (c) the Aircraft is free and clear of all Liens granted in favour of, by or attributable to any Finance Party.

The Financier hereby irrevocably and unconditionally discharges, releases and reassigns (without recourse or warranty, except to the extent of any Lien created by or through any Finance Party) (i) to the Buyer all of its right, title and interest in and to all of the assets and rights mortgaged, charged, assigned or otherwise encumbered under or pursuant to the Mortgage (to the extent relating to the Aircraft) and (ii) to the Buyer (in the case of any BFE Interest granted by the Buyer), the Original Buyer (in the case of any BFE Interest granted by the Original Buyer) and the Guarantor (in the case of any BFE Interest granted by the Guarantor) all of its right, title and interest in and to any BFE Interest relating to the Aircraft granted by the Buyer, the Original Buyer or the Guarantor (as applicable) in favour of the Financier.

The Agreement shall remain in full force and effect with respect to any Relevant Aircraft (other than the Aircraft).

This Letter of Release is governed by and shall be construed in accordance with English law.

Executed as a Deed by
JSA International U.S. Holdings, LLC
acting by its duly authorised signatory

in the presence of:

Name:
Title:

Signature of Witness
Name of Witness
Address of Witness

Schedule 6 Loan Agreement Extracts

Part A – Loan Events of Default

“Event of Default” means the occurrence of:

- (i) For so long as the Initial Lender remains a Lender under the facility, an “Event of Default” occurs under subparagraph (a), (e), (f) or (h) of Clause 15.1 of any Aircraft Lease Agreement or under subparagraph (a), (b) or (g) of Section 20.1 of any Aircraft Operating Lease Agreement (each, a “**Lease EoD**”); provided that (A) such Lease EoD is not cured within [***] of its occurrence and is not the subject of a reasonable dispute by Frontier, or (B) if any Lease Agreement is terminated in accordance with the terms of that Lease Agreement in relation to a Lease EoD, that Frontier has not complied with any steps required to be taken (including payments required to be made under the relevant Lease Agreement) within [***] of the occurrence of the Lease EoD;
- (ii) Default in payment by the Borrower or any Guarantor when due of (a) any principal, and such default continues unremedied for at least [***] after the date due therefor and (b) interest, fees, or any other payment, and such default continues unremedied for at least [***] after Borrower or such Guarantor receives written notice of such Default from the Lenders (or Administrative Agent);
- (iii) The filing of a decree or order for relief by a court having jurisdiction in the premises in respect of any Obligor in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of any Obligor, or ordering the winding-up or liquidation of any Obligor’s, and such decree or order shall remain unstayed and in effect for a period of [***];
- (iv) The commencement by any Obligor of a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by any Obligor to the entry of an order for relief in an involuntary case under any such law, or the consent by any Obligor to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of any Obligor, or the making by any Obligor of any general assignment for the benefit of creditors, or the failure by any Obligor generally to pay its debts as such debts become due, or the taking of action by any Obligor in furtherance of any of the foregoing;
- (v) Any representation, warranty, certification or statement made by any Obligor in any Operative Document shall prove to have been incorrect in any material respect when made (or deemed made), and such representation, warranty, certification or statement, if susceptible to cure, is not remedied within [***] after there shall have been delivered to the Obligors (by the Lenders or the Administrative Agent) a written notice specifying such default and demanding that it be remedied;
- (vi) Default in the observance or performance in any material respect of any covenant or agreement of any Obligor under the Operative Documents (other than a covenant or agreement, a default in the observance or performance of which is elsewhere specifically dealt with in this definition), and such default

shall continue or not be cured, for a period of (1) if no other cure period is included in such covenant or agreement, [***] or (2) otherwise, the cure period set forth in such agreement or covenant, in each case after there shall have been delivered to the Obligors (by the Lenders or the Administrative Agent) a written notice specifying such default and demanding that it be remedied;

- (vii) One or more final non-appealable judgments shall be entered against, or settlements by any Obligor by a court of competent jurisdiction assessing monetary damages in excess of (x) [***] in the case of the Borrower or (y) [***] in the case of any Guarantor, in each case in the aggregate and such amount is not discharged, paid or stayed within [***];
- (viii) Any of the Loan Documents shall cease, for any reason, to be in full force and effect, or any Obligor or any Affiliate of any Obligor shall so assert in writing, or any Lien created by any of the Loan Documents shall cease to be unenforceable and of the same effect and priority purported to be created thereby or any Obligor or any Affiliate of any Obligor shall so assert in writing;
- (ix) Frontier Airlines fails to enter into the Specified Amendments with respect to any Lease Agreement within [***] following the Effective Date;
- (x) There is any breach or default under the Assigned Purchase Agreement which would entitle the Lender to issue a Decision Notice (as such term is defined in the Step-In Agreement) in accordance with the Step-In Agreement; or
- (xi) Other than during the Wind Down Period, in connection with the Delivery Date of an Aircraft, the Borrower fails to substitute such Aircraft or otherwise reallocate Loans with respect to such Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool in accordance with Clause 2.5, or deposit Cash Collateral in the Cash Collateral Account with respect to such Aircraft in accordance with Clause 2.6 of the Credit Agreement, or deposit Restricted Funds in a Restricted Account with respect to such Aircraft in accordance with Clause 2.7 of the Credit Agreement.

Acceleration and Enforcement Provisions – contained in the Mortgage

- (a) If an Event of Default shall have occurred and be continuing and so long as the same shall be continuing unremedied, then and in every such case, the Security Trustee or the Administrative Agent (as applicable) may exercise any or all of the rights and powers and pursue any and all of the remedies pursuant to this Clause 5, and shall have and may exercise all of the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to assign its right to purchase the Aircraft from Airbus (subject to the Step-In Agreement).
- (b) If an Event of Default referred to in paragraphs (iii) or (iv) in the definition of “Event of Default” in the Annex A to the Credit Agreement shall have occurred, then and in every such case all unfunded Commitments shall be terminated and the unpaid principal of all Loan Certificates then outstanding, together with interest accrued but unpaid thereon, and all other amounts due to the Lenders under the Operative Documents, shall immediately and without further act become due and payable, without presentment, demand, protest or notice, all of which are hereby waived.
- (c) If any other Event of Default (other than an Event of Default specified in clause (b) above) shall have occurred and be continuing, then and in every such case, the

Administrative Agent or the Security Trustee may at any time, by written notice or notices to the Borrower, (i) terminate all unfunded Commitments and/or (ii) declare all the Loan Certificates to be due and payable, whereupon the unpaid principal of all Loan Certificates then outstanding, together with accrued but unpaid interest thereon, and all other amounts due to the Lenders under the Operative Documents, shall immediately and without further act become due and payable without presentment, demand, protest or other notice, all of which are hereby waived.

- (d) If the principal of the Loan Certificates shall have become due and payable pursuant to this Clause 5, there shall also become due and payable to each holder of a Loan Certificate upon demand, without presentment, protest or notice, all of which are hereby waived, any breakage costs with respect thereto.
- (e) Subject to the consent of the Majority Lenders, each Lender and the Security Trustee shall be entitled, at any sale pursuant to this Clause 5, to credit against any purchase price bid at such sale by each Lender or the Security Trustee all or any part of the unpaid obligations owing to such Lender or the Security Trustee and secured by the Lien of this Mortgage. The Security Trustee and the Lenders shall, upon any such purchase, acquire good title to the property so purchased, to the extent permitted by applicable law, free of all rights of redemption.
- (f) The Security Trustee agrees to give to the Borrower at least [***] prior written revocable notice of any foreclosure of the Lien of this Mortgage, or of any other action to cause the Borrower to lose any rights under any Assigned Purchase Agreement (which period of notice the parties hereto confirm is commercially reasonable).
- (g) In case the Security Trustee shall have instituted any proceeding to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Security Trustee, then and in every such case, the Security Trustee and the Borrower shall, subject to any determination in such proceedings, be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Security Trustee shall continue as if no such proceedings had been instituted.
- (h) Upon written instructions from the Majority Lenders, the Administrative Agent shall waive any past Default or Event of Default hereunder and its consequences and upon any such waiver such Default or Event of Default shall cease to exist and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Mortgage, but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon; provided, however, that in the absence of written instructions from all Lenders, the Administrative Agent shall not waive any Default (i) in the payment of the principal of, or interest on, or other amounts due under, any Loan Certificate then outstanding, or (ii) in respect of a covenant or provision of an Operative Document which by its terms cannot be waived without the consent of each Lender.
- (i) Each and every right, power and remedy given to the Agents specifically or otherwise in this Mortgage shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by either Agent, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

- (j) No delay or omission by any Agent in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Borrower or to be an acquiescence therein.

Frontier / JSA: A320 NEO / A321 NEO – Step-In Agreement

VP/#67211098.8

Part B – Related Definitions

"ABR" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00 %. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Term SOFR, respectively.

"Administrative Agent" means JSA International U.S. Holdings, LLC in its capacity as Administrative Agent under the Credit Agreement and any successor thereto in such capacity.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or under common control with, such Person. The term "control" means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agents" means collectively the "Security Trustee" and the "Administrative Agent" (each an **"Agent"**).

"Airbus" means Airbus S.A.S., in its capacity as manufacturer of the Assigned Aircraft, and its successors and assigns.

"Aircraft Lease Agreement" means [***].

"Aircraft Operating Lease Agreement" means [***].

"Aircraft Pool" has the meaning given to it in Clause 10.20(a) of the Credit Agreement. *[All Aircraft, collectively]*

"Aircraft Schedule" means Schedule III to the Credit Agreement as updated by the Borrower from time to time in accordance with Clause 2.5 of the Credit Agreement to reflect any Substituted Aircraft.

"Annualized FCCR" means as of any applicable FCCR Test Date, the ratio of, (a) the sum of (i) Consolidated EBITDAR of Frontier Holdings for the fiscal quarter of Frontier Holdings immediately preceding such FCCR Test Date for which financial statements were delivered pursuant to Clause 10.15(a) of the Credit Agreement and (ii) the sum of the Consolidated EBITDAR of Frontier Holdings for each of the three fiscal quarters of Frontier Holdings immediately preceding the fiscal quarter referred to in clause (a)(i), to (b) the Fixed Charges of Frontier Holdings for the fiscal quarter of Frontier Holdings immediately preceding such FCCR Test Date for which financial statements were delivered pursuant to Clause 10.15(a) of the Credit Agreement and (ii) the sum of the Fixed Charges of Frontier Holdings for each of the three fiscal quarters of Frontier Holdings immediately preceding the fiscal quarter referred to in clause (b)(i).

"Applicable Margin" means [***]; *provided however, that* if on any FCCR Test Date, (i) Annualized FCCR is less than [***] and the Borrower is not in compliance with the LTV Test or (ii) the Guarantors have, as of such date, Unrestricted Cash and Cash Equivalents in an aggregate amount of less than [***], then the Applicable Margin shall be [***] until such next FCCR Test Date on which the conditions of subsections (i) and (ii) cease to exist in which case the Applicable Margin shall return to [***] as of such FCCR Test Date.

"Approved Appraisers" means collectively, Avitas, IBA and Oriel or any such other independent aircraft appraiser mutually agreed upon by the Administrative Agent and the Borrower.

"Assignable Price" means, in respect of an Aircraft, the "Purchase Price" or "Final Price" (as such term is defined in the Assigned Purchase Agreement or Replacement Purchase Agreement, as applicable) of such Aircraft as may be increased from time pursuant to the escalation provisions set out in the Assigned Purchase Agreement and the related Engine Agreement, plus the cost of the BFE in respect of such Aircraft and as may be decreased pursuant to any credit letter or memorandum issued by Airbus in favor of the Initial Lender.

"Assigned Aircraft" means the aircraft set forth on the Assigned Aircraft Schedule and the Aircraft Schedule.

"Assigned Aircraft Schedule" means Schedule II to the Credit Agreement.

"Assigned Purchase Agreement" means the Airbus Purchase Agreement, as assigned by Frontier Airlines to the Borrower, as assumed by the Borrower and as amended pursuant to the Assignment Agreement.

"Assignment Agreement" means the Airbus Purchase Agreement Assignment, Assumption and Release Agreement, dated as of September 26, 2024, between Frontier Airlines, the Borrower and Airbus in respect of the Aircraft.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to the Credit Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to the Credit Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Clause 5.14(d) of the Credit Agreement.

"Average Appraisal Value" means, with respect to an Aircraft, the average of the desktop valuations reflecting the monthly value of such Aircraft prepared by two Approved Appraisers selected by the Borrower for such Aircraft on the applicable LTV Test Date on the assumption that the Aircraft is delivered in the condition required pursuant to the Assigned Purchase Agreement, and in full life condition, on the date that such Average Appraisal Value is calculated.

"Benchmark Replacement" means with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of the Credit Agreement and the other Operative Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then- current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be

a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or

publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Borrower" means Vertical Horizons JSA Limited, a Cayman Islands exempted company.

"Business Day" means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in New York City, provided that, in connection with a SOFR Loan, the term "Business Day" shall also exclude a day that is not a U.S. Government Securities Business Day.

"Cash Collateral" has the meaning given to it in Clause 2.6 of the Credit Agreement. *[cash deposited in the Cash Collateral Account in an amount equal to the aggregate amount of all Loans made in respect of each Removed Aircraft]*

"Cash Collateral Account" has the meaning given to it in Clause 2.6 of the Credit Agreement *[an Eligible Account into which Borrower must deposit Cash Collateral in the event the Borrower does not substitute a Removed Aircraft in accordance with Clause 2.5 of the Credit Agreement or otherwise allocate Loans with respect to a Removed Aircraft to future pre-delivery payments for any other Aircraft in the Aircraft Pool]*

"Commitment" means the Lender's Maximum Commitment minus the aggregate amount of all Loans made by the Lender.

"Consolidated EBITDAR" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the Consolidated Net Income of Frontier Group Holdings for such period plus, without duplication:

- (1) an amount equal to any extraordinary loss plus any net loss realized by Frontier Group Holdings or any of its subsidiaries in connection with any disposition of assets, to the extent such losses were deducted in computing such Consolidated Net Income; plus
- (2) provision for taxes based on income or profits of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus
- (3) the Fixed Charges of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus
- (4) any foreign currency translation losses (including losses related to currency remeasurements of Financial Indebtedness) of Frontier Group Holdings and its consolidated subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus

- (5) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non cash charges and expenses (excluding any such non cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of Frontier Group Holdings and its consolidated subsidiaries to the extent that such depreciation, amortization and other non cash charges or expenses were deducted in computing such Consolidated Net Income; plus
- (6) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus
- (7) deductions for grants to any employee of Frontier Group Holdings and its consolidated subsidiaries of any equity interests during such period to the extent deducted in computing such Consolidated Net Income; plus
- (8) any net loss arising from the sale, exchange or other disposition of capital assets by Frontier Group Holdings and its consolidated subsidiaries (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities) to the extent such loss was deducted in computing such Consolidated Net Income; plus
- (9) any losses arising under fuel hedging arrangements entered into prior to the Effective Date and any losses actually realized under fuel hedging arrangements entered into after the Effective Date, in each case to the extent deducted in computing such Consolidated Net Income; plus
- (10) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus
- (11) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Financial Indebtedness, issuance of equity interests or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; plus
- (12) non cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus
- (13) the sum of (A) income tax credits, (B) interest income included in computing such Consolidated Net Income, and (C) any income generated in connection with sale and leaseback transactions;

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the aggregate of the net income (or loss) of Frontier Group Holdings and its consolidated subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; provided that:

- (1) all (a) extraordinary, nonrecurring, special or unusual gains and losses or income or expenses, including, without limitation, any expenses related to a facilities closing and any reconstruction, recommissioning or reconfiguration of fixed assets for

alternate uses; any severance or relocation expenses; executive recruiting costs; restructuring or reorganization costs (whether incurred before or after the effective date of any applicable reorganization plan); curtailments or modifications to pension and post retirement employee benefit plans; (b) any expenses (including, without limitation, transaction costs, integration or transition costs, financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees and related out of pocket expenses), cost savings, costs or charges incurred in connection with any issuance of securities, acquisitions, dispositions, recapitalizations or incurrences or repayments of Financial Indebtedness (in each case whether or not successful) and (c) gains and losses realized in connection with any sale of assets (other than the gains realized with the sale of any aircraft and/or the sale of any engines), the disposition of securities, the early extinguishment of Financial Indebtedness or associated with Hedging Obligations, together with any related provision for taxes on any such gain, will be excluded;

(2) the net income (but not loss) of any Person that is not Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings;

(3) the net income (but not loss) of any subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that subsidiary or its stockholders;

(4) the cumulative effect of a change in accounting principles on Frontier Group Holdings and its consolidated subsidiaries will be excluded;

(5) the effect of non cash gains and losses of Frontier Group Holdings and its consolidated subsidiaries resulting from Hedging Obligations, including attributable to movement in the mark to market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Statement No. 133 will be excluded;

(6) any non cash compensation expense recorded from grants by Frontier Group Holdings and its consolidated subsidiaries of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;

(7) the effect on Frontier Group Holdings and its consolidated subsidiaries of any non cash items resulting from any write up, write down or write off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger, consolidation or similar transaction or any other non cash impairment charges incurred subsequent to the Effective Date resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 205—Presentation of Financial Statements, 350—Intangibles—Goodwill and Other, 360— Property, Plant and Equipment and 805—Business Combinations (excluding any such non cash item to the extent that it represents an accrual or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed), will be excluded;

(8) any provision for income tax reflected on Frontier Group Holdings' financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by Frontier Group Holdings and its consolidated subsidiaries; and

(9) any amortization of deferred charges resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 470 -20 Debt With Conversion and Other Options that may be settled in cash upon conversion (including partial cash settlement) will be excluded.

"Default" means any event which with the giving of notice or the lapse of time or both if not timely cured or remedied would become an Event of Default pursuant to Clause 4 of the Mortgage.

"Effective Date" means the date of the execution and delivery of the Credit Agreement and the satisfaction of the conditions precedent in Clause 4.1 thereof.

"Eligible Account" means an account established by and with an Eligible Institution at the request of the Security Trustee, which institution(a) agrees, by entering into an account control agreement, for all purposes of the New York UCC, including Article 8 thereof, that (i) such account shall be a "securities account" (as defined in Section 8 -501 of the New York UCC),

(ii) such institution is a "securities intermediary" (as defined in Section 8 102(a)(14) of the New York UCC), (iii) all property (other than cash) credited to such account shall be treated as a "financial asset" (as defined in Section 8-102(9) of the New York UCC), (iv) the Security Trustee shall be the "entitlement holder" (as defined in Section 8 -102(7) of the New York UCC) in respect of such account, (v) it will comply with all entitlement orders issued by the Security Trustee to the exclusion of the Borrower, (vi) it will waive or subordinate in favor of the Security Trustee all claims (including without limitation claims by way of security interest, lien, right of set-off or right of recoupment), and (vii) the "securities intermediary jurisdiction" (under Section 8-110(e) of the New York UCC) shall be the State of New York, or (b) otherwise enters into an account control agreement, charge over a bank account or similar document that is satisfactory to the Security Trustee.

"Eligible Institution" means (a) the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a long - term unsecured debt rating from Moody's of at least A3 or its equivalent and from Standard & Poor's of at least A- or its equivalent, or (b) a banking institution in another jurisdiction that is satisfactory to the Security Trustee.

"Engine Agreement" means each agreement entered into among the Borrower, any Engine Manufacturer, Frontier Airlines and the Security Trustee.

"Engine Manufacturer" means International Aero Engines, LLC or CFM International, Inc.

"Extension Notice" means each extension notice delivered by the Lenders to the Borrower pursuant to, and in accordance with Clause 5.2(g) of the Credit Agreement, extending the Maturity Date.

"Extension Notice Deadline" has the meaning assigned to it in Clause 5.2(g) of the Credit Agreement. *[[***] following receipt of a request from the Borrower to extend the Maturity Date by ***]]*

"Facility Amount" means an amount equal to US\$150,000,000.

"FCCR Test Date" means (i) the date that is *[[***]]* following September 30, 2024 and (ii) each date falling *[[***]]* after the last day of each fiscal quarter or fiscal year, as the case may be, of Frontier Group Holdings thereafter commencing with the third fiscal quarter of 2024.

"Federal Funds Rate" means for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Administrative Agent in its reasonable discretion, which determination shall be presumptively correct (absent manifest error).

"Fee Letter" means collectively (i) that certain Fee Letter (Early Commitment Fee) dated August 7, 2024, among the Initial Lender, the Administrative Agent, Frontier Airlines, Frontier Holdings and Frontier Group Holdings, (ii) that certain Fee Letter dated the Effective Date among the Borrower, the Initial Lender and the Administrative Agent and (iii) each Letter Agreement to be entered into among the Borrower, the Lender party thereto and the Administrative Agent.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease, lease purchase, installment sale, conditional sale, hire purchase or credit sale or other similar arrangement (whether in respect of aircraft, machinery, equipment, land or otherwise) entered into primarily as a method of raising finance or for financing the acquisition of the relevant asset;
- (e) payments under any lease with a term, including optional extension periods, if any, capable of exceeding two years (whether in respect of aircraft, machinery, equipment, land or otherwise) characterized or interpreted as an operating lease in accordance with the relevant accounting standards but either entered into primarily as a method of financing the acquisition of the asset leased or having a termination sum payable upon any termination of such lease;
- (f) any amount raised by receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) including any bill discounting, factoring or documentary credit facilities;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (i) obligations (whether or not conditional) arising from a commitment to purchase or repurchase shares or securities where such commitment is or was in respect of raising finance;
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) through (j) above.

"Fixed Charges" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the sum, without duplication, of:

- (1) the consolidated interest expense (net of interest income) of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus
- (2) the interest component of leases that are capitalized in accordance with GAAP of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus
- (3) any interest expense actually paid in cash for such period by Frontier Group Holdings or Frontier Airlines on Financial Indebtedness of another Person that is guaranteed by Frontier Group Holdings or its subsidiaries or secured by a Lien on assets of Frontier Group Holdings or its subsidiaries; plus
- (4) the aircraft rent expense of Frontier Group Holdings and its subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with GAAP.

"Frontier Airlines" means Frontier Airlines, Inc.

"Frontier Group Holdings" means Frontier Group Holdings, Inc.

"Frontier Holdings" means Frontier Airlines Holdings, Inc.

"GAAP" means generally accepted accounting principles, as in effect in the United States of America from time to time.

"Guarantor" means each of Frontier Airlines, Frontier Holdings and Frontier Group Holdings.

"Hedging Obligations" means, with respect to any Person, all obligations and liabilities of such Person under:

- (a) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;
- (b) other agreements or arrangements designed to manage interest rates or interest rate risk; and

other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity.

"Initial Lender" means JSA International U.S. Holdings, LLC, along with any permitted assigns after the Effective Date.

"Interest Period" means, in respect of a (A) SOFR Loan (a) initially, the period commencing on the date that such Loan is made and ending [***] thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period applicable to such Loan and ending [***] thereafter and (B) in respect of any Restricted Funds, (a) initially, the period commencing on the date that such Restricted Funds are deposited in the Restricted Account and ending [***] thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period applicable to such Restricted Funds and ending [***] thereafter; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day,

(ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period shall extend beyond the Maturity Date.

"**LTV**" means as of any applicable LTV Test Date for an Aircraft or the Aircraft Pool, the percentage equivalent of a fraction determined by the formula of [***] where:

- (i) "**AP**" means the [***] of such Aircraft or the sum of the [***] of all Aircraft in the Aircraft Pool;
- (ii) "**PPI**" means an amount equal to the aggregate of all Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect of such Aircraft or the sum of the Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect of all Aircraft in the Aircraft Pool;
- (iii) "**LA**" means the aggregate amount of all Loans made in respect of such Aircraft, as of the applicable LTV Test Date (if any) or the sum of the Loans made in respect of all Aircraft in the Aircraft Pool, as of the applicable LTV Test Date; and
- (v) "**AAV**" means the [***] of such Aircraft, in respect of such LTV Test Date or the sum of the [***] of all Aircraft in the Aircraft Pool, as stated in the [***] for each Aircraft prepared in respect of such LTV Test Date.

"**LTV Test**" has the meaning given to it in Clause 10.20(b) of the Credit Agreement. *[the LTV in respect of each applicable Aircraft or the Aircraft Pool (as the case may be) in respect of which a Loan is outstanding exceeds the Maximum LTV for such Aircraft or the Aircraft Pool (as the case may be)]*

"**LTV Test Date**" means each FCCR Test Date on which the Annualized FCCR is less than [***].

"**Lease Agreements**" means, each Aircraft Operating Lease Agreement and each Aircraft Lease Agreement, as amended, modified and supplemented to the date hereof and as further amended, modified or supplemented by the Specified Amendments.

"**Lien**" means any mortgage, pledge, lien, claim, encumbrance, lease, security interest or other lien of any kind on property.

"**Loan Certificates**" means the loan certificates issued pursuant to Clause 5.2(a) of the Credit Agreement and any such certificates issued in exchange or replacement therefor pursuant to Clause 5.6 or 5.7 of the Credit Agreement.

"**Majority Lenders**" means, as of any date of determination, the Lenders of not less than 51% in aggregate outstanding principal amount of all Loan Certificates as of such date. For all purposes of the foregoing definition, in determining as of any date the then aggregate outstanding principal amount of Loan Certificates, there shall be excluded any Loan Certificates, if any, held by the Borrower, any Guarantor or any of their Affiliates (unless such Persons own all Loan Certificates then outstanding).

"**Maturity Date**" means the latest of (i) the Original Maturity Date, (ii) if the Borrower delivers a Wind Down Notice pursuant to Clause 3.5 of the Credit Agreement, the last day of the Wind Down Period, and (iii) if the Lenders deliver an Extension Notice pursuant to Clause 5.2(g) of the Credit Agreement, the date specified in the most recent Extension Notice.

"Maximum Commitment" means, the Facility Amount.

"Maximum LTV" means on any LTV Test Date, in respect of all Aircraft, collectively (the **"Aircraft Pool"**), [***].

"Mortgage" means the Mortgage and Security Agreement dated as of the Effective Date, among the Borrower, the Administrative Agent and the Security Trustee.

"Obligors" means each of the Borrower and each Guarantor (each an **"Obligor"**).

"Operative Documents" means the Credit Agreement, the Mortgage, the Loan Certificates, the Share Charge, the Guarantees, the Assigned Purchase Agreement, the Assignment Agreement, the Re-Assignment Agreement, the Step-In Agreement, the Engine Agreements, the Option Agreement, the Servicing Agreement, the Subordinated Loan Agreement, the Declaration of Trust, the Administration Agreement, each Fee Letter and any amendments or supplements of any of the foregoing.

"Original Maturity Date" means the date that is the three (3) year anniversary of the Effective Date.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, estate or trust, unincorporated organization or government or any agency or political subdivision thereof.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Administrative Agent as its prime rate in effect at its principal office in New York City. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Removed Aircraft" has the meaning specified in Clause 2.5 of the Credit Agreement. [*any Aircraft the Borrower removes from the Aircraft Schedule*]

"Restricted Account" has the meaning specified in Clause 2.7 of the Credit Agreement [*a restricted deposit account in the sole dominion and control of the Administrative Agent into which the Administrative Agent may require the Borrower to deposit Cash Collateral*]

"Restricted Funds" has the meaning specified in Clause 2.7 of the Credit Agreement. [*cash in an amount equal to the amount of Cash Collateral that would have been required to be deposited pursuant to Clause 2.6 of the Credit Agreement*]

"Security Trustee" means Bank of Utah, not in its individual capacity but solely as Security Trustee on behalf of the Administrative Agent and the Lenders under the Credit Agreement, and any successor thereto in such capacity.

"Specified Amendments" means an amendment to each Lease Agreement, in form and substance acceptable to the Initial Lender, which adds a cross-default to the Credit Agreement as an "Event of Default" thereunder.

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "ABR".

"Subordinated Loan Agreement" means the Subordinated Loan Agreement, dated as of the Effective Date, between Frontier Airlines and the Borrower and the Subordinated Promissory Note dated the Effective Date, issued by the Borrower thereunder.

"Substituted Aircraft" has the meaning specified in Clause 2.5 of the Credit Agreement. *[an aircraft from the Assigned Aircraft Schedule that replaced a Removed Aircraft]*

"Term SOFR" means for any calculation with respect to a SOFR Loan and with respect to any Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **"Periodic Term SOFR Determination Day"**) that is **[***]** U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of **[***]** on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Screen Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than **[***]** U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Unrestricted Cash and Cash Equivalents" means at any date in respect of Frontier Group Holdings, the sum of (a) the undrawn portion available under any revolving, or similar credit facilities that have a maturity of one (1) year or more from such date, and (b) the cash and cash equivalents (in each case, as such terms are defined by GAAP) of Frontier Group Holdings on a consolidated basis, that may be in each case (i) classified as "unrestricted" in accordance with GAAP on the consolidated balance sheets of Frontier Group Holdings or (ii) classified in accordance with GAAP as "restricted" on the consolidated balance sheets of the Guarantor solely in favor of the Security Trustee and the Lenders, provided that if Frontier Group Holdings agrees to any more onerous definition pursuant to any financial covenant in any agreement to which it is a party, this definition shall be deemed to be deleted and replaced with such other definition.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"Wind Down Notice" has the meaning specified in Clause 3.5 of the Credit Agreement. *[a notice from the Borrower extending the Original Maturity Date by 6 months, which may be delivered in the event that the Borrower has requested an extension of the Original Maturity Date but the Lenders reject an extension request or do not deliver an Extension Notice by the Extension Notice Deadline pursuant to Clause 5.2(g) of the Credit Agreement]*

"Wind Down Period" means the period commencing on the Original Maturity Date and ending on the date that is **[***]** after the Original Maturity Date.

Schedule 7 Financed and Non-Financed Aircraft

1 Aircraft

The Parties hereby agree and confirm that:

- (a) [***] Airbus aircraft (being the "Aircraft" for the purposes of this Agreement) will be transferred from the Purchase Agreement to the Assigned Purchase Agreement, subject to the occurrence of the Effective Time (as that term is defined in the Assignment Agreement);
- (b) any of the Aircraft may be financed pursuant to the Loan Agreement and may become subject to the arrangements contemplated by this Agreement as a "Relevant Aircraft" **provided that:**
 - (i) not more than [***] Aircraft (or such higher number of Aircraft as may from time to time be agreed in writing (including by email) by Airbus, acting in its sole discretion) may at any time be subject to the arrangements contemplated by this Agreement as "Relevant Aircraft"; and
 - (ii) no Aircraft may become subject to the arrangements contemplated by this Agreement as a "Relevant Aircraft" after (x) the [***] anniversary of the Effective Date or (y) if Airbus receives a copy any Loan Extension Notice and any Financier Extension Consent pursuant to paragraph 2(c)(ii) below, the [***] anniversary of the Effective Date (or such later date as may from time to time be agreed in writing (including by email) by Airbus, acting in its sole discretion);
- (c) any Non-Financed Aircraft will remain subject to the Assigned Purchase Agreement until the *scintilla temporis* prior to Delivery of such Non-Financed Aircraft, at which time a Re-Assignment Event will occur in relation to such Non-Financed Aircraft and such Non-Financed Aircraft will become subject to the Purchase Agreement, as contemplated by Clause 9.2(e)(iii), Clause 9.3(d) and clause 2 of the Re-Assignment Agreement (subject to any earlier termination pursuant to Clause 9.2(e)(i) or Clause 9.2(e)(ii) and subject to the provisions of Clause 9.4); and
- (d) the Buyer will be responsible (pursuant to the Assigned Purchase Agreement and subject to the provisions of the Airbus Buyer Guarantee) for the payment to Airbus of all Pre-Delivery Payments (including Financed Pre-Delivery Payments) for each Aircraft, whether such Aircraft is a Relevant Aircraft or a Non-Financed Aircraft.

2 Loan Arrangements

- (a) Each of the Financier, the Original Buyer and the Buyer hereby:
 - (i) Confirms in favor of Airbus that the Aircraft to be initially financed pursuant to the Loan Agreement will be the [***] Aircraft with rank numbers [***] which are defined as the "Initial Aircraft" in the Assignment Agreement.

- (ii) confirms in favour of Airbus that (x) not more than [***] Aircraft (or such higher number of Aircraft as may from time to time be agreed in writing (including by email) by Airbus, acting in its sole discretion) may at any time be financed pursuant to the Loan Agreement and (y) the Mortgage will at all times cover only the Relevant Aircraft; and
 - (iii) agrees that, if (x) more than [***] Aircraft (or such higher number of Aircraft as may from time to time be agreed in writing (including by email) by Airbus, acting in its sole discretion) are at any time financed pursuant to the Loan Agreement or (y) the Mortgage at any time covers a Non-Financed Aircraft, the applicable circumstances shall constitute a Financier Termination Event.
- (b) Each of the Financier, the Original Buyer and the Buyer hereby undertakes in favour of Airbus that it will promptly deliver to Airbus all information that Airbus may from time to time reasonably request in the context of the transactions contemplated by the Loan Agreement so as to enable Airbus to verify:
 - (i) the identity of the Aircraft that are financed pursuant to the Loan Agreement;
 - (ii) that not more than [***] Aircraft (or such higher number of Aircraft as may from time to time be agreed in writing (including by email) by Airbus, acting in its sole discretion) are financed pursuant to the Loan Agreement; and
 - (iii) that no Non-Financed Aircraft are covered by the Mortgage.
- (c) Each of the Financier, the Original Buyer and the Buyer hereby:
 - (i) confirms in favour of Airbus that (x) the final repayment date for all of the loans pursuant to the Loan Agreement is currently the [***] anniversary of the Effective Date and (y) such final repayment date may be extended to the [***] anniversary of the Effective Date if (x) the Buyer delivers to the Financier a related notice (the **Loan Extension Notice**) on or before the [***] anniversary of the Effective Date and (y) the Financier agrees in writing to the applicable extension request (the Financier Extension Consent) in each case pursuant to and in accordance with the provisions of the Loan Agreement; and
 - (ii) undertakes in favour of Airbus that it will deliver to Airbus a copy of (x) any Loan Extension Notice and (y) any Financier Extension Consent, in each case promptly following its delivery pursuant to the Loan Agreement.

3 Termination of Assigned Purchase Agreement

The Parties hereby agree and confirm that, if Airbus delivers an Airbus Termination Notice:

- (a) Airbus will be entitled to terminate or cancel the Assigned Purchase Agreement (as it relates to any Non-Financed Aircraft) after Airbus has taken the actions specified in Clause 5.2(a); and
- (b) in such circumstances, the provisions of Clauses 5.2(b) to (e) inclusive will not apply.

Execution Page 1

Step-In Agreement

Airbus A320 NEO Aircraft / Airbus A321 NEO Aircraft

Frontier / JSA

The Guarantor

**Executed as a Deed by
Frontier Group Holdings, Inc.**

/s/ Howard Diamond

Name: Howard Diamond

acting by its duly authorised attorney-in-fact
in the presence of:

Title: EVP, Legal and Corporate Affairs

Signature of Witness
Name of Witness
Address of Witness

/s/ Zachariah Roffe
Zachariah Roffe
4545 Airport Way Denver, CO 80239

The Original Buyer

**Executed as a Deed by
Frontier Airlines, Inc.**

/s/ Howard Diamond

Name: Howard Diamond

acting by its duly authorised attorney-in-fact
in the presence of:

Title: EVP, Legal and Corporate Affairs

Signature of Witness
Name of Witness
Address of Witness

/s/ Zachariah Roffe
Zachariah Roffe
4545 Airport Way Denver, CO 80239

Execution Page 2

Step-In Agreement

Airbus A320 NEO Aircraft / Airbus A321 NEO Aircraft

Frontier / JSA

The Buyer

**Executed and Delivered as a Deed by
Vertical Horizons JSA Limited**
acting by a director

/s/ Linval Stewart

Name: Linval Stewart

Title: Director

in the presence of:
Signature of Witness
Name of Witness
Address of Witness

/s/ Rolena Eden
Rolena Eden
190 Elgin Avenue, George Town
Grand Cayman, KY1-9008, Cayman Islands

Execution Page 3

Step-In Agreement

Airbus A320 NEO Aircraft / Airbus A321 NEO Aircraft

Frontier / JSA

The Financier

Executed as a Deed by
JSA International U.S. Holdings, LLC acting by its duly
authorised signatory

/s/ Sruti Prakash

Name: Sruti Prakash

Title: EVP & General Counsel

in the presence of:

Signature of Witness
Name of Witness
Address of Witness

/s/ Deanna Margin
Deanna Martin
909 Montgomery St., Ste. 500, San Francisco, CA 94133

Airbus

Executed as a Deed by
Airbus S.A.S.
acting by its

/s/ Paul Meijers

Name: Paul Meijers
Title: EVP – Commercial Transactions

being a person who in accordance with the laws of France is
acting under the authority of the company
in the presence of:

Signature of Witness
Name of Witness
Address of Witness

/s/ Laurence Mansard
Laurence Mansard
###

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.2(a)

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE US LLP

Execution Version

DATED AS OF SEPTEMBER 26, 2024

VERTICAL HORIZONS, LTD.,
AS BORROWER

EACH LENDER
IDENTIFIED ON SCHEDULE I HERETO
AS LENDERS

BANK OF UTAH,
AS FACILITY AGENT

BANK OF UTAH,
NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY
AS SECURITY TRUSTEE

TENTH AMENDED AND
RESTATED CREDIT AGREEMENT
IN RESPECT OF THE PDP FINANCING OF
THREE (3) AIRBUS A320NEO AIRCRAFT AND TWENTY-EIGHT (28) AIRBUS A321NEO
AIRCRAFT

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Exhibit F Form of Compliance Certificate

THIS TENTH AMENDED AND RESTATED CREDIT AGREEMENT dated as of September 26, 2024 (this "**Agreement**") is among

- (1) **VERTICAL HORIZONS, LTD.**, an exempted company incorporated with limited liability under the laws of the Cayman Islands whose registered office is at the offices of Intertrust SPV (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands (the "**Borrower**");
- (2) **EACH LENDER IDENTIFIED ON SCHEDULE I HERETO**;
- (3) **BANK OF UTAH**, as the Facility Agent acting on behalf of the Lenders; and
- (4) **BANK OF UTAH**, not in its individual capacity but solely as Security Trustee acting on behalf of the Facility Agent and the Lenders.

WHEREAS, this Agreement amends and restates in its entirety the credit agreement dated as of December 23, 2014 (such date, the "**Original Signing Date**" and such agreement, the "**Original Credit Agreement**"), as amended and restated by the amended and restated credit agreement dated as of August 11, 2015 (such date, the "**AR Signing Date**"), as further amended by that certain amendment no. 1 to the amended and restated credit agreement dated as of December 30, 2015, as further amended by that certain amendment no. 2 to the amended and restated credit agreement dated as of January 14, 2016 (such date, the "**Amendment No. 2 Signing Date**"), as further amended and restated by the second amended and restated credit agreement dated as of December 16, 2016 (such date, the "**AR No. 2 Signing Date**"), as further amended and restated by the third amended and restated credit agreement dated as of December 29, 2017 (such date, the "**AR No. 3 Signing Date**"), as amended by amendment no. 1 to the third amended and restated credit agreement dated as of May 31, 2018, as further amended and restated by the fourth amended and restated credit agreement dated as of January 29, 2019 (such date, the "**AR No. 4 Signing Date**"), as amended by omnibus amendment no. 1 dated as of August 16, 2019 among the Borrower, each lender identified on Schedule I thereto, Citibank, N.A. as the facility agent (the "**Prior Facility Agent**"), Citibank, N.A. as the arranger (the "**Prior Arranger**") and the Security Trustee, as further amended and restated by the fifth amended and restated credit agreement dated as of March 19, 2020 (such date, the "**AR No. 5 Signing Date**"), as amended by omnibus amendment no.1 thereto dated as of May 4, 2020 and amendment no. 2 thereto dated as of June 18, 2020, as further amended and restated by the sixth amended and restated credit agreement dated as of December 22, 2020 (such date, the "**AR No. 6 Signing Date**"), as amended by omnibus amendment no.1 thereto dated as of May 6, 2021, and as further amended and restated by the seventh amended and restated credit agreement dated as of December 28, 2021 (such date, the "**AR No. 7 Signing Date**"), as amended by amendment no. 1 thereto dated as of March 31, 2022, among the Borrower, the Guarantors named therein, each Lender identified on Schedule I thereto, the Prior Facility Agent and the Prior Arranger, as further amended and restated by the eighth amended and restated credit agreement dated as of June 30, 2022 (such date, the "**AR No. 8 Signing Date**"), as amended by amendment no. 1 thereto dated as of December 29, 2022, as further amended by amendment no. 2 thereto dated as of March 1, 2023, as further amended by amendment no. 3 thereto dated as of March 31, 2023 and as further

amended by amendment no. 4 thereto dated as of May 26, 2023, as further amended and restated by the ninth amended and restated credit agreement dated as of August 11, 2023 (such date, the "**AR No. 9 Signing Date**"), as amended by amendment no. 1 thereto dated as of October 13, 2023, as further amended by amendment no. 2 thereto dated as of July 31, 2024, in each case among the Borrower, the Prior Facility Agent, the Prior Arranger and the Security Trustee, pursuant to which the lenders on Schedule I thereto (the "**Prior Lenders**") made certain Loans available with respect to the Existing Aircraft;

WHEREAS, the parties have agreed to enter into this Agreement for the purpose of documenting the repayment of certain Loans made by certain of the Prior Lenders, the replacement of the Prior Facility Agent and the Prior Arranger, the new Maximum Commitments and Participation Percentages of the Lenders and the making Loans available with respect to certain Existing Aircraft and certain Additional Aircraft; and

WHEREAS, upon the execution and delivery of this Agreement, the Borrower, the Facility Agent and the Security Trustee shall enter into that certain Tenth Amended and Restated Mortgage and Security Agreement on the date hereof (the "**Mortgage**") pursuant to which the Borrower agrees, among other things, that Loan Certificates issued hereunder and all other obligations to the Lenders and/or any Agent hereunder or under any other Operative Document will be secured by the mortgage and security interest granted by the Borrower in favour of the Security Trustee with respect to the Existing Aircraft and the Additional Aircraft.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. CERTAIN DEFINITIONS

- 1.1 Except as otherwise defined in this Agreement, including its annexes, schedules and exhibits, terms used herein in capitalized form shall have the meanings attributed thereto in Annex A.
- 1.2 Unless the context otherwise requires, any reference herein to any of the Operative Documents refers to such document as it may be modified, amended or supplemented from time to time in accordance with its terms and the terms of each other agreement restricting the modification, amendment or supplement thereof.
- 1.3 The Facility Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate, Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Term SOFR, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the

effect, implementation or composition of any Conforming Changes. The Facility Agent and its affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Facility Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

2. COMMITMENTS; BORROWER'S NOTICE OF PAYMENT DATES; CLOSING PROCEDURE

- 2.1 Subject to the terms and conditions of this Agreement, each Lender agrees to make a secured loan to the Borrower in respect of each Advance (herein called, for such Advance, a "**Loan**") on a Borrowing Date to be designated pursuant to Clause 2.3, but in no event later than the Commitment Termination Date. Except as provided in Clauses 5.13 and 5.14, each Loan shall be a SOFR Loan; provided that any Loan that is deemed to be an ABR Loan as provided herein shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin. In the case of each Lender on any Borrowing Date, the Loan shall, in respect of each Aircraft, be equal to the least of:
- (a) such Lender's Participation Percentage multiplied by, on any Borrowing Date, the relevant Financed Amount; and
 - (b) such Lender's Maximum Commitment minus the aggregate amount of all Loans made by such Lender prior to such Borrowing Date that remain outstanding on such Borrowing Date (such amount, with respect to such Lender on such Borrowing Date, its "**Commitment**").
- 2.2 If any Lender shall default in its obligation to make the amount of its Commitment available pursuant to Clause 2.1, [***]. Without limiting the above, if the Facility Agent disburses a Lender's Commitment without first having received funds from a defaulting Lender, then such defaulting Lender hereby agrees to indemnify the Facility Agent against any loss it may incur as a result of such failure to fund by such defaulting Lender.
- 2.3 As more particularly specified in Clause 5.2, the Borrower shall execute and deliver to each Lender with appropriate insertions a Loan Certificate to evidence such Lender's Maximum Commitment. The Loan Certificates shall be issued such that each Lender receives a Loan Certificate. Each Loan shall be evidenced by this Agreement, the Loan Certificate with respect thereto, and notations made from time to time by each Lender in its books and records, including computer records. Each Lender shall record in its books

and records, including computer records, the principal amount of the Loans owing to it from time to time. Absent evidence to the contrary, each Lender's books and records shall constitute presumptive evidence of the accuracy of the information contained therein. Failure by any Lender to make any such notation or record shall not affect the obligations of the Borrower to such Lender with respect to the repayment of its Loans.

- (a) Each Party hereby acknowledges that (i) prior to the Effective Date, the loans made by the Prior Lenders who are not Lenders hereunder were repaid in full, (ii) the commitments of such Prior Lenders under the Original Credit Agreement were reduced to zero, and (iii) the respective Participation Percentages, Maximum Commitments and outstanding Loans of the Lenders as of the Effective Date have been re-allocated as described in Schedule II.
- (b) Each Party hereby acknowledges that (i) prior to the Effective Date the Prior Lenders have made Loans in respect of certain Advances relating to certain Existing Aircraft which were paid by or on behalf of the Borrower on certain dates prior to the Effective Date in the amounts as set out in the column entitled Financed Amount in the table set out in Schedule III, (ii) the proceeds of such Loans were paid to the Borrower or to its direction and (iii) the terms of this Agreement and the other Operative Documents shall continue to apply to such Loans.
- (c) The Borrower agrees to give the Facility Agent at least [***] prior written notice (the "**Funding Notice**") of each Borrowing Date in respect of any Loans, such notice to be received by the Facility Agent prior to [***], and which shall be in substantially the form of Exhibit A. On the Initial Borrowing Date, the Lenders shall make Loans (subject to the limitations specified in Clause 2.1) in respect of certain Advances relating to certain Additional Aircraft which were paid by or on behalf of the Borrower prior to the Initial Borrowing Date in the amounts equal to the applicable Financed Amounts. The proceeds of such Loans shall be paid to the Borrower; provided, however, that the Borrower shall have paid all Advances relating to any Additional Aircraft that were due and payable prior to the Initial Borrowing Date, and the Borrower shall remain responsible for the Advances in an amount equal to the Equity Contributions applicable as of the Initial Borrowing Date for each Aircraft (including the Existing Aircraft and the Additional Aircraft).
- (d) In the event that any Loan shall not be consummated in accordance with the terms hereof on the Effective Date or the Borrowing Date specified in a Funding Notice, the Lenders and the Borrower shall cooperate with each other to arrange a mutually acceptable postponement of such date (the "**Delayed Borrowing Date**"). [***].

Notwithstanding anything to the contrary herein, in the event that any amount paid by or on behalf of the Borrower on any Borrowing Date with respect to a pre-delivery payment obligation for any Aircraft exceeds the required Equity Contribution set forth on

Schedule III for such Aircraft on such Borrowing Date as a result of any portion of the Financed Amount for such Aircraft not being available on such Borrowing Date as a result of a PDP Funding Date Deficiency, Lender agrees to refund to the Borrower the amount of such excess either by netting such excess amount against a future Equity Contribution or Loan payment obligation of the Borrower or by directly funding such amount as an additional Loan to the Borrower, in each case, as soon as reasonably practicable after such PDP Funding Date Deficiency ceases to exist. The Lender shall have the right in its sole discretion to choose whether to fund such excess amount as an additional Loan or to net such excess amount against the Borrower's future payment obligations hereunder.

- 2.4 On the Initial Borrowing Date, each Lender, through or on behalf of the Facility Agent, agrees to pay (or shall be deemed to have paid) the amount of its Commitment for the Loans in respect of the initial Advances under this Tenth Amended and Restated Agreement to such account as the Borrower shall direct the Facility Agent in writing to reimburse Borrower for a portion of previously funded Purchase Price Installments relating to Existing Aircraft and Additional Aircraft. On each other Borrowing Date for each subsequent Loan specified in a Borrower's notice referred to in Clause 2.3, subject to the terms and conditions of this Agreement, each Lender, through or on behalf of the Facility Agent, agrees to pay the amount of its Commitment for the Loan in respect of each such Advance directly to Airbus by wiring such amounts to the account or accounts specified in the applicable Funding Notice. The Borrower agrees that the actual transfer of the proceeds of Loans to the bank designated by the Borrower for credit to Airbus's or the Borrower's account (as applicable) shall constitute conclusive evidence that the Loans were made.

3. FEES; CANCELLATION OF FACILITY AMOUNT

- 3.1 Each Loan Certificate shall bear interest and be repaid in accordance with the applicable terms of this Agreement and the Mortgage.
- 3.2 The Borrower shall pay to the Facility Agent for the account of each Lender, the fees set forth in the relevant Fee Letter.
- 3.3 The Borrower shall pay to the Facility Agent for the account of each Lender, the Commitment Fee quarterly in arrears, based on the daily average of the undrawn portion of the Facility Amount during such period, as the Facility Amount may be cancelled or reduced under Clause 3.5 on every Interest Payment Date following the Effective Date calculated daily on the basis of a year of 360 days and the actual number of days elapsed.
- 3.4 The Borrower paid to the Facility Agent for the account of the Facility Agent, an amount equal to [***] on the Original Signing Date, and shall pay an amount equal to [***] to the Facility Agent on each anniversary of the Original Signing Date until the date on which the Security Trustee releases the Collateral from the Lien of the Mortgage in accordance with Clause 7.1 of the Mortgage.

- 3.5 The Borrower may at any time permanently and irrevocably cancel or reduce the Facility Amount (in whole or in part) provided that the amount thereof shall be specified in a written notice to the Facility Agent from the Borrower and countersigned by the Guarantors [***] before the effective date of such cancellation and the undrawn portion of the Facility Amount may not be cancelled or reduced to the extent that the undrawn portion of the Facility will be required to be drawn in the future to make future Advances in respect of an Aircraft with respect to which a Loan is outstanding.

4. **CONDITIONS**

4.1 **Conditions Precedent to the Effectiveness of the Commitments**

It is agreed that the Commitments of each Lender and the effectiveness of the Lender's obligations pursuant to this Agreement are subject to the satisfaction prior to or on the Effective Date of the following conditions precedent and the occurrence of the initial Loan by the Lenders on or following the Effective Date shall be conclusive and binding evidence that such conditions precedent has been satisfied or waived by the Lender:

- (a) The following documents shall have been duly authorized, executed and delivered by the party or parties thereto, shall each be satisfactory in form and substance to the Facility Agent and shall be in full force and effect and executed counterparts shall have been delivered to the Facility Agent and its counsel:
- (i) this Agreement;
 - (ii) the Mortgage;
 - (iii) each Guarantee;
 - (iv) the Share Charge;
 - (v) each Engine Agreement;
 - (vi) each Lender's Loan Certificate;
 - (vii) the Option Agreement;
 - (viii) the Subordinated Loan Agreement;
 - (ix) the Servicing Agreement;
 - (x) the Process Agent Appointment;
 - (xi) the Step-In Agreement; and
 - (xii) the Assignment and Assumption Agreement.

- (b) The Facility Agent shall have received the following, in each case in form and substance satisfactory to it:
- (i) the memorandum and articles of association of the Borrower, a certificate of good standing of the Borrower, the certificate of incorporation of the Borrower, the declaration of trust in respect of the shares of the Borrower (as amended) and a copy of resolutions of the board of directors of the Borrower duly authorizing the execution, delivery and performance by the Borrower of this Agreement, the Mortgage and each other document required to be executed and delivered by the Borrower on the Effective Date, each certified by a director of the Borrower;
 - (ii) a copy of the organizational documents of the Parent and a copy of resolutions of the board of directors of the Parent duly authorizing the execution, delivery and performance by the Parent of the Share Charge and each other document required to be executed and delivered by the Parent on the Effective Date, each certified by the Secretary or an Assistant Secretary or two duly authorized signatories of the Parent;
 - (iii) an officer's certificate from an officer of each Guarantor (a) attaching copies of the constituent documents of such Guarantor, (b) attaching copies of the resolutions of the board of directors of such Guarantor, certified by an officer of such Guarantor, duly authorizing the execution, delivery and performance by such Guarantor of the Guarantee made by such Guarantor, and the Subordinated Loan Agreement, the Assignment and Assumption Agreement, the Step-In Agreement, the Engine Agreements, the Option Agreement, the Servicing Agreement (in each case to the extent it is a party to such Operative Document) and each other document required to be executed and delivered by such Guarantor on the Effective Date and (c) listing the Person or Persons authorized to execute and deliver the Operative Documents, and any other documents to be executed on behalf of such Guarantor in connection with the transactions contemplated hereby, including a sample signature of such Person or Persons;
 - (iv) a certificate of the Borrower as to the Person or Persons authorized to execute and deliver the Operative Documents, and any other documents to be executed on behalf of the Borrower in connection with the transactions contemplated hereby and as to the signature of such Person or Persons; and
 - (v) a certificate of the Parent as to the Person or Persons authorized to execute and deliver the Operative Documents, and any other documents to be executed on behalf of the Parent in connection with the transactions contemplated hereby, including a sample signature of such Person or Persons.

- (c) The Facility Agent (with sufficient copies for each Lender) shall have received a certificate of the Borrower that the aggregate amount of Financed Amounts together with all Equity Contributions in connection with each Aircraft (including each Additional Aircraft), shall be sufficient when paid to Airbus in accordance with this Agreement to satisfy the obligation of the Borrower with respect to all Advances due and payable for each such Aircraft.
- (d) Uniform Commercial Code financing statements covering all the security interests created by or pursuant to the granting clause of the Mortgage (including with respect to the Collateral relating to the Additional Aircraft) shall have been delivered by the Borrower, and such financing statements shall have been filed in all places deemed necessary or advisable in the opinion of counsel for the Lenders, and any additional Uniform Commercial Code financing statements deemed advisable by any Lender or its counsel shall have been delivered by the Borrower and duly filed.
- (e) Evidence shall have been delivered of the entry into the Parent's register of mortgages and charges of the Share Charge (other than in respect of such entry in anticipation of the Share Charge).
- (f) All documentation required to accomplish any necessary or advisable filings or registrations in the Cayman Islands shall have been delivered to local Cayman Islands counsel, and such registrations shall be initiated and there shall exist no Lien of record in respect of the Collateral that ranks in priority to the Lien of the Mortgage and the other Operative Documents.
- (g) The Facility Agent (with sufficient copies for each Lender and the Security Trustee) shall have received an opinion addressed to each Lender, and each Agent from one or more special counsel to the Borrower, in each applicable jurisdiction (including in the Cayman Islands and New York), with such opinions satisfactory in form and substance to such Lender, as to the valid, binding and enforceable nature of the Operative Documents in place on the Effective Date, due execution by the Borrower, each Guarantor, and the creation and perfection in the Collateral (including Collateral relating to the Additional Aircraft) assigned and charged pursuant to the Mortgage.
- (h) The Facility Agent shall have received a certificate of each Guarantor stating the aggregate amount of Loans outstanding on the Effective Date.
- (i) The Facility Agent (with sufficient copies for each Lender) shall have received an incumbency certificate together with a company extract evidencing the signing authority of the persons named in the incumbency certificate or such other evidence as shall be reasonably satisfactory to the Finance Parties as regards the signing authority of Airbus.

- (j) The Facility Agent (with sufficient copies for each Lender) shall have received an incumbency certificate together with a company extract evidencing the signing authority of the persons named in the incumbency certificate or such other evidence as shall be reasonably satisfactory to the Finance Parties as regards the signing authority of the Engine Manufacturer.
- (k) The Facility Agent should have received the amount due and payable pursuant to Clause 3.2 and 3.4.
- (l) Since December 31, 2023, (i) there shall have been no material adverse change in the business condition (financial or otherwise), or operations or prospects of any Guarantor which taken as a whole for either of them could have a material adverse effect on the ability of any Guarantor to perform its obligations under any Operative Document to which it is a party and no event or circumstance shall have occurred which in the reasonable judgment of any Lender had or would be reasonably likely to have a Material Adverse Effect and (ii) there shall have been no material and adverse change in the Benchmark funding markets or any financial markets applicable to a Lender which would materially impair the ability of such Lender to fund a Loan in respect of an Advance hereunder.
- (m) The Facility Agent and each Lender shall have received its customary "know your customer" documentation and the Beneficial Ownership Certification completed by the Borrower and/or each Guarantor, as the case may be.
- (n) The Facility Agent shall have received a copy of the Assigned Purchase Agreement in the form agreed between the Borrower, Airbus and the Security Trustee.
- (o) The Facility Agent shall have received a certificate from the Borrower confirming that payment to Airbus of the Loans will to the extent of such payments satisfy the pre-delivery payment obligations of the Borrower to Airbus.
- (p) The Facility Agent shall have received an audited consolidated balance sheet and related statements of Frontier Group Holdings and its subsidiaries at and as of the end of the fiscal year of such Guarantor ended December 31, 2023, together with an audited consolidated statement of income for such fiscal year, each of which shall be prepared in accordance with GAAP.
- (q) The Borrower shall discharge its obligations under the Security Trustee Fee Letter as such obligations are due to be performed.
- (r) The Facility Agent shall have received evidence that Frontier Group Holdings has, as of such date, Unrestricted Cash and Cash Equivalents in an aggregate amount of not less than [***].

The Borrower shall discharge or shall procure the discharge of all fees payable to the Parent in respect of the Borrower and the transaction as such obligations are due to be performed in accordance with the Operative Documents.

4.2 **Conditions Precedent to the Lenders' Participation in each Loan**

It is agreed that the obligations of each Lender to lend all or any portion of its Commitment to the Borrower in respect of each Loan (including Loans in respect of Advances made by the Borrower prior to the Effective Date) is subject to the satisfaction prior to or on the Borrowing Date for such Loan of the following conditions precedent:

- (a) The Facility Agent shall have received a Funding Notice with respect to the Borrowing Date for such Loan pursuant to Clause 2 (or shall have waived such notice either in writing or as provided in Clause 2).
- (b) In respect of the first Loan to be made hereunder with respect of an Aircraft, the Facility Agent and each Lender shall have received evidence from Airbus in form and substance reasonably satisfactory to them that the Advances falling due and payable prior to such Borrowing Date and the part of such Advance due and payable on such Borrowing Date which is financed by an Equity Contribution has been received by Airbus in full and in respect of each subsequent Loan, neither the Facility Agent nor any Lender shall have received evidence from Airbus that an Equity Contribution has not been received by Airbus in full.
- (c) As of the Borrowing Date (i) it is not illegal for a Lender to fund a Loan in respect of such Advance, to acquire its Loan Certificate(s) or to realize the benefits of the security afforded by the Mortgage and the Share Charge, and (ii) since 26 November 2014 there shall have been no material and adverse change, whether in effect on the Original Signing Date or coming into effect thereafter in the Benchmark funding markets or any financial markets applicable to a Lender which would materially impair the ability of such Lender to fund a Loan in respect of an Advance hereunder.
- (d) A certificate of a director of the Borrower, certifying that on such Borrowing Date, (A) the representations and warranties of the Borrower contained in Clause 7 are true and accurate in all material respects as though made on and as of such date except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties shall be true and accurate on and as of such earlier date) and (B) no event has occurred or is continuing which constitutes (or would, with the passage of time or the giving of notice or both, constitute) an Event of Default, and (C) no event or circumstance has occurred which is reasonably likely to have a Material Adverse Effect.
- (e) On such Borrowing Date, when taking into consideration future Equity Contributions required to be paid as set forth in Schedule III and the amount the

Borrower is required to pay pursuant to Clause 10.21, the available undrawn Commitment is sufficient to satisfy all future Advances payable under the terms of the Assigned Purchase Agreement.

- (f) The Facility Agent shall have received for the account of the Lenders all fees specified in Clauses 3.3 and 3.4 that are due and payable on or prior to such Borrowing Date and any other amounts the Borrower is required to pay in connection with such Advance in accordance with this Agreement.
- (g) The Facility Agent shall not have received any notice, or is not otherwise aware, that an Airbus Termination Event has occurred and is continuing, and the Facility Agent is satisfied (acting reasonably) that the Aircraft Purchase Agreement is in full force and effect.
- (h) The Facility Agent shall have received a copy of any other Authorization which the Facility Agent reasonably considers to be necessary following advice from its legal advisors (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.
- (i) The Facility Agent shall be satisfied that the Liens constituted by the relevant Operative Documents which purport to create such Liens and which are required pursuant to the terms of this Agreement are in full force and effect and have been fully perfected.
- (j) No Default or Event of Default shall have occurred and be continuing.
- (k) Each Guarantee shall be in full force and effect.
- (l) If the Annualized FCCR was [***] on the immediately preceding FCCR Test Date, the Borrower is in compliance with the LTV Test before and after giving effect to the making of the applicable Loan.
- (m) The Loans have not become due and payable or will, with the passing of time, become due and payable pursuant to Clause 5.9(c), (d), or (e).

5. THE CERTIFICATES

5.1 Form of Loan Certificates

The Loan Certificates shall each be substantially in the form specified in Exhibit F.

5.2 Terms of Loan Certificates; Loans

- (a) On the Effective Date, each Lender shall return the original counterparts of the existing Loan Certificates to the Borrower and the Borrower shall issue a Loan Certificate to each Lender in an aggregate original principal amount equal to such

Lender's Maximum Commitment. The Borrower shall be entitled to borrow Loans against each Loan Certificate in accordance with Clauses 2.1 and 4.

- (b) Each Loan Certificate shall bear interest on the unpaid principal amount thereof from time to time outstanding from and including the date thereof until such principal amount is paid in full. Such interest shall accrue with respect to each Interest Period at the Applicable Rate in effect for such Interest Period and shall be payable in arrears on each Interest Payment Date and on the date such Loan is repaid in full. The Interest Periods for the Loans can vary in accordance with the definition of Interest Period. Interest shall be payable with respect to the first but not the last day of each Interest Period and shall be payable from (and including) the date of a (i) Loan or (ii) the immediately preceding Interest Payment Date, as the case may be, to (and excluding) the next succeeding Interest Payment Date. Interest hereunder and under the Loan Certificates shall be calculated on the basis of a year of 360 days and actual number of days elapsed.
- (c) If any sum payable under the Loan Certificates or under the Mortgage falls due on a day which is not a Business Day, then such sum shall be payable on the next succeeding Business Day.
- (d) The principal of the Loans relating to an Aircraft shall be due and payable in full upon the first to occur of (i) the Delivery Date of such Aircraft, as notified by the Borrower to the Facility Agent [***] prior to such day, (ii) except as specified in clause (iii), the date falling [***] after the final day of the Scheduled Delivery Month for such Aircraft, (iii) in the event of a Relevant Delay, the date falling [***] after the final day of the Scheduled Delivery Month of such Aircraft, and (iv) the Termination Date. The Borrower shall notify the Facility Agent and the Lenders of the expected Delivery Date of each Aircraft, not less than [***] prior to the Interest Payment Date immediately preceding such expected Delivery Date. Upon receipt of such notice, the Lenders shall effect a stub Interest Period ending on such expected Delivery Date for the Loans allocable to such Aircraft. If a Delivery Date is delayed, then the Facility Agent and the Lenders shall continue to make funds available in accordance with the terms hereof, at the Term SOFR rate plus the Applicable Margin until the earlier of (x) the actual Delivery Date of such Aircraft (y) the date falling [***] after the final day of the Scheduled Delivery Month of such Aircraft and (z) in the event of a Relevant Delay, the date falling [***] after the last day of the Scheduled Delivery Month specified for such Aircraft in Schedule III.
- (e) Each Loan Certificate shall bear interest at the Past Due Rate on any principal thereof and, to the extent permitted by Applicable Law, interest (other than interest accrued at the Past Due Rate) and other amounts due thereunder and hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for any period during which the same shall be overdue, payable on demand by the Lender given through the Facility Agent.

- (f) The Loan Certificates shall be executed on behalf of the Borrower by one of its authorized officers. Loan Certificates bearing the signatures of individuals who were at any time the proper officers of the Borrower shall bind the Borrower, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the delivery of such Loan Certificates or did not hold such offices at the respective dates of such Loan Certificates. No Loan Certificates shall be issued hereunder except those provided for in Clause 5.2(a) and any Loan Certificates issued in exchange or replacement therefor pursuant to the terms of this Agreement.
- (g) Upon the request of the Borrower, the Lenders shall have the right in their sole discretion to extend the Commitment Termination Date by one year to the next Extension Date by delivering an Extension Notice to the Borrower no later than [***] prior to the then-current Commitment Termination Date. Any such extension shall require the unanimous consent of all Lenders, each acting at their own discretion.

5.3 Taxes

- (a) Any and all payments by or on account of any obligation of the Borrower hereunder to the Lenders, the Facility Agent or the Security Trustee, under the Loan Certificates and each other Operative Document shall be made free and clear of and without deduction for any Taxes, except as required by Applicable Law; provided that if the Borrower shall be required to deduct any Indemnified Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Clause 5.3) the Security Trustee, the Facility Agent and each Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall, or shall cause the Security Trustee to, make such deductions and (iii) the Borrower shall, or shall cause the Security Trustee to, pay the full amount deducted to the relevant Governmental Entity in accordance with Applicable Law.
- (b) In addition, the Borrower shall, or shall cause the Security Trustee to, pay any Indemnified Taxes or Taxes addressed in Clause 5.3(j) to the relevant Governmental Entity in accordance with Applicable Law and shall indemnify the Security Trustee, the Facility Agent and each Lender on an After-Tax Basis within [***] after written demand therefor, for the full amount of any Indemnified Taxes paid by the Security Trustee, the Facility Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of the Borrower hereunder or under the other Operative Documents (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Clause) and, other than any of the following to the extent (but only to the extent) resulting from the gross negligence or willful misconduct of the Security Trustee, the Facility Agent or such Lender, any penalties, interest and

reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes are correctly or legally imposed or asserted by the relevant Governmental Entity. Determinations and calculations made by a Lender with respect to an indemnity due hereunder shall be conclusive absent manifest error, provided that such determinations and calculations are made on a reasonable basis.

- (c) As soon as practicable after any payment of Taxes by the Borrower to a Governmental Entity, the Borrower shall, or shall cause the Security Trustee to, deliver to the Facility Agent the original or a certified copy of a receipt issued by such Governmental Entity evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Facility Agent.
- (d) Any Person that at any time is entitled to an exemption from or reduction of any Indemnified Tax, at the request of the Borrower or the Security Trustee, shall deliver to it (with a copy to the Facility Agent) such properly completed and executed documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Security Trustee as will permit the utilization of such exemption or reduction, provided that such Person has determined in its reasonable good faith judgment that to do so will not result in any adverse consequences to such Person, unless the adverse consequence can be cured through an indemnity (such determination to be made by such Person in its reasonable good faith judgment), and such Person is indemnified for any adverse consequence by the Borrower in a manner reasonably satisfactory to such Person.
- (e) If the Borrower becomes obligated to pay any Indemnified Taxes pursuant to this Clause 5.3, each applicable Lender and the Facility Agent hereby agrees to cooperate with the Borrower, as described in Clauses 5.11(d).
- (f) (i) If the Security Trustee, the Facility Agent or a Lender receives a refund of any Taxes in respect of which additional amounts were paid by the Borrower pursuant to this Clause 5.3, the Security Trustee, the Facility Agent or such Lender shall, as soon as reasonably practicable, pay to the Borrower the amount of such refund plus any interest received on such refund fairly attributable to such Tax and not in excess of amounts previously paid by the Borrower to the Security Trustee, the Facility Agent or such Lender pursuant to this Clause 5.3 (other than interest actually received on such refund and fairly attributable to such Tax), provided, however, that such amount shall be reduced by the amount of any obligation of the Borrower under this Agreement then due and not made (and the amount of such reduction shall not be payable before such time and to the extent as such obligation shall have been satisfied). The Security Trustee, the Facility Agent and each Lender shall in good faith use diligence in filing its tax returns and in dealing with taxing authorities to seek and claim any such refund and to minimize the Taxes payable or indemnifiable by the Borrower hereunder if it can do so, in its

sole opinion, without adverse consequences. If the Facility Agent or a Lender actually utilizes any credit with respect to any Taxes in respect of which additional amounts were paid by the Borrower pursuant to this Clause 5.3, the Security Trustee, the Facility Agent or such Lender shall pay to the Borrower an amount equal to the amount of such credit, but not in excess of amounts previously paid by the Borrower to the Security Trustee, the Facility Agent or such Lender, provided, however, that such amount shall be reduced by the amount of any obligation of the Borrower under this Agreement then due and not made (and the amount of such reduction shall not be payable before such time and to the extent as such obligation shall have been satisfied) and that no Person shall be required to claim any credit if to do so would, in its sole opinion, result in any adverse consequences to it and, provided, further, that no Person shall be required to claim any credit in respect of this Clause 5.3 in priority of any other credits (any utilization of such credit being in such Person's sole discretion). Any refund or credit which is subsequently disallowed in whole or in part shall be promptly repaid by the Borrower on the demand of the Security Trustee, the Facility Agent or relevant Lender.

- (g) Each Lender hereby agrees to indemnify the Borrower or the Security Trustee, as the case may be, for any Taxes of a type collected by way of withholding which the Borrower or the Security Trustee fails to withhold on payments to such Lender as a direct result of the failure of such Lender to provide the form or certificate required to be provided by such Lender by Clause 5.3(d) or the invalidity of any such form or certificate required to be provided by such Lender by Clause 5.3(d).
- (h) Without limiting the foregoing, each Person that is an assignee of a Lender pursuant to Clause 5.6 and/or Clause 19.3(b) shall, upon the effectiveness of such transfer, be required to provide all of the forms and statements to the extent required pursuant to this Clause 5.3.
- (i) The Borrower will pay to each Indemnitee interest at the Past Due Rate, to the extent permitted by Applicable Law, on any amount not paid when due under this Clause 5.3 until the same shall be paid.
- (j) The Borrower agrees to pay any present or future stamp or documentary Taxes or any other license, excise or property Taxes (i) imposed by any taxing authority which may arise from the registration, filing, recording, or perfection of any security interest of or in connection with this Agreement or the other Operative Documents or (ii) imposed by any taxing authority in connection with an Event of Default. The Borrower will provide appropriate documentation, including receipts if available, when requested to evidence payment by the Borrower of any such Taxes.
- (k) All consideration expressed to be payable under an Operative Document by any party to any Finance Party shall be deemed to be exclusive of any VAT. If VAT is chargeable on any supply made by any Finance Party to any party in connection

with an Operative Document, that party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT. Where an Operative Document requires any party to reimburse the Lender for any costs or expenses, that party shall also at the same time pay and indemnify the Lender against all VAT incurred by the Lender in respect of the costs or expenses to the extent that the Lender reasonably determines that neither it nor any other member of any group of which it is a member for VAT purposes is entitled to credit or repayment from the relevant tax authority in respect of the VAT.

- (l) If a payment made to a Lender under any Operative Document would be subject to withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Security Trustee at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Security Trustee such documentation prescribed by Applicable Law including as prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Security Trustee as may be necessary for the Borrower and the Security Trustee to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (l), "FATCA" shall include all amendments made to FATCA after the Original Signing Date.

5.4 Distribution of Funds Received

- (a) The Facility Agent shall maintain records of all amounts paid to it by the Borrower hereunder.
- (b) Provided that no Event of Default has occurred and is then continuing, each installment of interest payable on the Loan Certificates shall be distributed as promptly as possible on or after the date that such amount is actually received by the Facility Agent from the Borrower:

First, to the Lenders ratably, without priority of one over the other, to the payment in full of (A) the aggregate amount of interest due under the Loan Certificates in an amount equal to (i) accrued interest at the rate provided in each Loan Certificate, (ii) any overdue interest thereon, and (iii) the breakage costs, if any, and (B) any other amounts (other than principal) then due and owing to the Lenders or any Agent hereunder and under the other Operative Documents;

Second, the balance, if any, thereof thereafter remaining to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

- (c) Provided that no Event of Default has occurred and is then continuing, on the Delivery Date of the related Aircraft, each payment made by the Borrower as repayment of Loans shall be distributed as promptly as possible on or after the date that such amount is actually received by the Facility Agent from the Borrower:

First, to the Lenders ratably, without priority of one over the other, to the payment in full of (A) the aggregate amount of interest due under the Loan Certificates in respect of such Aircraft being in an amount equal to (i) accrued interest at the rate provided in each Loan Certificate, and (ii) any overdue interest thereon plus the breakage costs, if any, due to the Lenders in respect of such payment, and (B) any other amounts (other than principal) then due and owing to the Lenders or any Agent hereunder and under the other Operative Documents;

Second, to the Lenders ratably, without priority of one over the other, to the payment in full of the outstanding principal amount of the Loans in respect of such Aircraft made by the Lenders which is being repaid;

Third, the balance, if any, thereof thereafter remaining to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

- (d) Upon any partial optional repayment of the Loan Certificates pursuant to Clause 5.10(a) hereof, the amount paid by Borrower shall be applied against the amounts which Borrower is obligated to pay in connection with such prepayment pursuant to Clause 5.10(a) (it being understood that no prepayment shall be permitted under Clause 5.10(a) unless the Borrower pays a sufficient amount to satisfy the amounts owed by it under Clause 5.10(a) in connection with such prepayment).
- (e) After an Event of Default shall have occurred, and so long as such Event of Default shall be continuing, amounts actually received by the Security Trustee from the Borrower and all proceeds resulting from any sale of any of the Collateral shall be applied in the following order of priority:

First, to the extent not theretofore paid by or on behalf of the Borrower, to pay all costs and expenses of each Agent incurred in connection with the performance of its duties hereunder or under any other Operative Document, including reasonable attorneys' fees and expenses, and all costs and expenses incurred by the Security Trustee in connection with its entering upon, taking possession of, holding, operating, managing, selling or otherwise disposing of the Collateral or any part thereof, any and all Taxes, assessments or other charges of any kind prior to the Lien of any Operative Document that the Security Trustee determined in good faith to pay or be paid, and all amounts payable to each Agent hereunder or under any of the Operative Documents in respect of any indemnities or other obligations of the Borrower;

Second, to the Lenders ratably, without priority of one over the other, to the payment of all accrued and unpaid interest (including the breakage costs, if any, and interest on account of overdue payments of principal and interest) then due the Lenders under this Agreement or any of Loan Certificates;

Third, to the Lenders ratably, without priority of one over the other, to the payment of any other amount, indebtedness or obligations (other than principal) due and payable to the Lenders under any Operative Documents;

Fourth, to the Lenders ratably, without priority of one over the other, to the payment in full of the principal amount of the Loan Certificates;

Fifth, the balance, if any, thereof thereafter remaining, to the Borrower or such other Person(s) as may then lawfully be entitled thereto.

If the Security Trustee purchases and subsequently sells any Aircraft to a third party (or otherwise disposes of any of its rights under the Operative Documents relating to such Aircraft), any net sale proceeds (after deduction of all relevant costs, including maintenance, storage and insurance) which exceed the Loan allocable to such Aircraft to the extent actually received by the Security Trustee shall be distributed under this Clause (e).

5.5 Method of Payment

- (a) Principal and interest and other amounts due hereunder or under the Loan Certificates or in respect hereof or thereof shall be payable in Dollars in immediately available funds prior to [***], on the due date thereof, to the Facility Agent and the Facility Agent shall, subject to the terms and conditions of Clause 5.4, remit all such amounts so received by it to the Lenders at such account or accounts at such financial institution or institutions in New York as the Lenders shall have designated to the Facility Agent in writing, in immediately available funds for distribution to the relevant Lenders.
- (b) All such payments by the Borrower and the Facility Agent shall be made free and clear of and without reduction on account of all wire and other like charges. Prior to the due presentment for registration of transfer of any Loan Certificate, the Borrower and the Facility Agent may deem and treat the Person in whose name any Loan Certificate is registered on the Certificate Register as the absolute owner of such Loan Certificate for the purpose of receiving payment of all amounts payable with respect to such Loan Certificate and for all other purposes whether or not such Loan Certificate shall be overdue, and neither the Borrower nor the Facility Agent shall be affected by any notice to the contrary.
- (c) If the Facility Agent disburses funds on a payment date without first having received funds from the Borrower and if the Borrower subsequently fails to make such payment before the end of the day, then on the next succeeding Business

Day following demand from the Facility Agent, each Lender which has received such funds will refund to the Facility Agent the amount advanced by the Facility Agent which such Lender received.

5.6 Registration, Transfer and Exchange of Loan Certificates

- (a) The Facility Agent agrees with the Borrower that the Facility Agent shall keep a register (herein sometimes referred to as the "**Certificate Register**") in which provision shall be made for the registration of Loan Certificates.
- (b) Prior to the due presentment for registration of the transfer of any Loan Certificate, the Borrower and the Facility Agent shall deem and treat the person in whose name such Loan Certificate is registered on the Certificate Register as the absolute owner of such Loan Certificate, and the Lender for the purpose of receiving payment of all amounts payable with respect to such Loan Certificate, and for all other purposes whether or not such Loan Certificate is overdue, and neither the Borrower nor the Facility Agent shall be affected by notice to the contrary.
- (c) The Certificate Register shall be kept at the office of the Facility Agent specified in this Agreement or at the office of any successor Facility Agent, and the Facility Agent is hereby appointed "Certificate Registrar" for the purpose of registering Loan Certificates and transfers of Loan Certificates as herein provided.
- (d) Upon surrender for registration of transfer of any Loan Certificate at the office of the Facility Agent specified in this Agreement and upon delivery by the Facility Agent to the Borrower of such surrendered Loan Certificate, the Borrower shall execute, and the Facility Agent shall deliver, in the name of the designated transferee or transferees, one or more new Loan Certificates of a like aggregate principal amount.
- (e) Each Lender may assign all or part of an interest in any Loan Certificate held by it to any Person, subject to the extent to which it may transfer its interest in any such Loan Certificate held by it in accordance with Clause 19.3(c), (d) and (e).
- (f) All Loan Certificates issued upon any registration of transfer or exchange of Loan Certificates shall be the valid obligations of the Borrower evidencing the same obligations, and entitled to the same security and benefits under the Mortgage and this Agreement, as the Loan Certificates surrendered upon such registration of transfer.
- (g) Every Loan Certificate presented or surrendered for registration of transfer, shall (if so required by the Facility Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Facility Agent duly executed by the Lender thereof or its attorney duly authorized in writing, and the Facility Agent may require evidence satisfactory to it as to the compliance of any

such transfer with the Securities Act and the securities laws of any applicable state.

- (h) The Facility Agent shall make a notation on each new Loan Certificate or Loan Certificates of the then available Commitment on the old Loan Certificate or Loan Certificates with respect to which such new Loan Certificate is issued, the current outstanding principal and the date to which interest accrued on such old Loan Certificate or Loan Certificates has been paid and the extent, if any, to which any interest therein has been subject to a registered assignment.
- (i) The Facility Agent shall not be required to register the transfer of any surrendered Loan Certificates as above provided during the [***] period preceding the due date of any payment on such Loan Certificates.
- (j) The Facility Agent shall give the Borrower, the Security Trustee and each Lender notice of such transfer of a Loan Certificate under this Clause 5.6.
- (k) Prior to or simultaneously with the transfer by a Lender of its Loan Certificates or its interest in this Agreement, the transferee of such Lender shall notify the Borrower of its identity and of the country of which such transferee is a resident for tax purposes.

5.7 Mutilated, Destroyed, Lost or Stolen Loan Certificates

- (a) If any Loan Certificate shall become mutilated, destroyed, lost or stolen, the Borrower shall, upon the written request of the affected Lender, execute and deliver in replacement thereof, a new Loan Certificate, in the same principal amount, dated the date of such Loan Certificate.
- (b) If the Loan Certificate being replaced has become mutilated, such Loan Certificate shall be surrendered to the Facility Agent and the original thereof shall be furnished to the Borrower by the Facility Agent.
- (c) If the Loan Certificate being replaced has been destroyed, lost or stolen, the affected Lender shall furnish to the Borrower and the Facility Agent such security or indemnity as may be reasonably required by them to hold the Borrower and the Facility Agent harmless and evidence satisfactory to the Borrower and the Facility Agent of the destruction, loss or theft of such Loan Certificate and of the ownership thereof, provided, however, that if the affected Lender is an original party to this Agreement or an Affiliate thereof, the written notice of such destruction, loss or theft and such ownership and the written undertaking of such Lender delivered to the Borrower and the Facility Agent to hold harmless the Borrower and the Facility Agent in respect of the execution and delivery of such new Loan Certificate shall be sufficient evidence, security and indemnity.

5.8 Payment of Expenses on Transfer

Upon the issuance of a new Loan Certificate or new Loan Certificates pursuant to Clause 5.6 or 5.7, the Borrower and/or the Facility Agent may require from the party requesting such new Loan Certificate or Loan Certificates payment of a sum sufficient to reimburse the Borrower and/or the Facility Agent for, or to provide funds for, the payment of any transfer or registration tax or other governmental charge of the same type in connection therewith or any charges and expenses connected with such tax or other governmental charge paid or payable by the Borrower or the Facility Agent, and any out of pocket expenses, including legal fees (for external counsel) incurred, of the Borrower or the Facility Agent.

5.9 Prepayment

- (a) The Borrower may at any time voluntarily prepay all or part of any Loan outstanding with respect to an Aircraft in accordance with the terms and conditions hereof; provided that, (i) the Borrower shall provide irrevocable written notice to the Facility Agent not less than [***] prior to the date of such prepayment specifying (A) the outstanding principal amount of the Loan to be prepaid, together with accrued interest therein to the date of prepayment plus, in the case of a prepayment of a Loan, the breakage costs, if any, and all other amounts due under the Operative Documents with respect to such Aircraft, (B) in the case of prepayment of a Loan, the Aircraft to which such prepayment is allocable, and (C) the Business Day on which such prepayment shall be made; and (ii) such prepayment shall be in an amount at least equal to [***].
- (b) If, as of any LTV Test Date, the LTV Test is not satisfied with respect to an Aircraft, the Borrower may prepay the Loan(s) relating to such Aircraft in respect of which such failure occurred in an amount equal to that which when applied to such Loan(s), would reduce the principal outstanding thereof in order that the LTV Test would be satisfied if the LTV for such Aircraft were calculated following such prepayment. Except with respect to a prepayment pursuant to Clause 4.2, any such prepayment must be made with [***] notice to the Facility Agent and such prepayment may not exceed the amount required to cure the breach of the LTV Test.
- (c) In the event that Frontier Holdings ceases to Control or own the entire issued share capital of Frontier Airlines or that Frontier Group Holdings ceases to Control or own the entire issued share capital of Frontier Holdings, the aggregate outstanding principal amount of all Loans shall become immediately due and payable, and the Borrower shall thereupon prepay the Loan Certificates relating to such Loans, together with accrued interest thereon to the date of prepayment plus breakage costs, if any, and all other amounts due, owing and payable under the Operative Documents.

- (d) Upon the occurrence of a Material Event of Default, the aggregate outstanding principal amount of all Loans shall become immediately due and payable, and the Borrower shall thereupon prepay the Loan Certificates relating to such Loans, together with accrued interest thereon to the date of prepayment plus breakage costs, if any, and all other amounts due, owing and payable under the Operative Documents
- (e) Upon the occurrence of a termination or cancellation of the Assigned Purchase Agreement with respect to any Aircraft for any reason whatsoever, the aggregate outstanding principal amount of all Loans relating to such Aircraft shall become due and payable within [***], and the Borrower shall thereupon prepay the Loan Certificates to the extent of the Loans with respect to such Aircraft, together with accrued interest thereon to the date of prepayment plus breakage costs, if any, and all other amounts due under the Operative Documents with respect to such Aircraft.
- (f) In the event that a Lender is entitled to a payment under Clause 5.3, 5.11, 5.12 or 5.13 (an **Affected Lender**) and without prejudice to the Finance Party's rights hereunder and under the Mortgage, the Borrower, the Facility Agent and the Affected Lender shall cooperate (at no cost to itself) for a period of [***] to restructure the Loan for the Affected Lender with a view to eliminating or reducing the need for any such payment, it being agreed that the Affected Lender shall have no obligation to proceed with such restructuring to the extent such restructuring would or may reasonably be expected to:
 - (1) result in an adverse regulatory consequence for the Affected Lender; or
 - (2) involve any unreimbursed or unindemnified cost for the Affected Lender; or
 - (3) be inconsistent with the Affected Lender's internal policies.

If no restructuring can be arranged within such time period, the Borrower may, with notice to the Affected Lender, attempt within such time period to find an entity reasonably satisfactory to the Facility Agent to purchase the Affected Lender's Loan Certificate and assume the Affected Lender's Commitment.

The Affected Lender shall be paid (by the purchasing entity or the Borrower) the outstanding principal balance of its Loan Certificate, all accrued and unpaid interest thereon, the breakage costs, if any, incurred (calculated as if such purchase were a prepayment of such Affected Lender's Loan Certificate) and all other amounts owed to the Affected Lender under any Operative Document as a condition precedent to such purchase. Upon such payment, such Affected Lender shall transfer its Loan Certificate to the Borrower or such other purchaser, without representation or warranty except for the absence of any Liens.

- (g) In the event the Borrower is unable to find a purchaser of the Affected Lender's Loan Certificate pursuant to clause (f) above, then, so long as no Default or Event of Default shall have occurred and be continuing on at least [***] prior written notice, the Borrower may prepay on the date specified in its notice of prepayment, in whole the Affected Lender's Loan Certificate at the principal amount thereof together with accrued and unpaid interest thereon to the date of prepayment plus the breakage costs, if any, and all other amounts due to the Affected Lender hereunder, thereunder and under the other Operative Documents.
- (h) In the event that Airbus refunds any amounts under the Assigned Purchase Agreement relating to the Aircraft, a principal amount of the Loans (and breakage costs, if any, related thereto) relating to such Aircraft equal to such refund shall become immediately due and payable.
- (i) Any notice of prepayment delivered pursuant to Clauses 5.9(a), (f), (g) or (h) shall be irrevocable and shall identify the amount to be prepaid and the Loans relating to an Aircraft.
- (j) If the aggregate outstanding principal amount of all Loan Certificates exceeds the Maximum PDP Loan Amount, the Loans (and all interest accrued thereon and breakage costs, if any, related thereto) shall become immediately due and payable in a principal amount equal to that which when applied, would reduce the aggregate outstanding principal amount of all Loan Certificates to below the Maximum PDP Loan Amount.

5.10 Provisions Relating to Prepayment

- (a) Notice of prepayment having been given, the principal amount of the Loan Certificates to be prepaid, plus accrued interest thereon to the date of prepayment, together with the breakage costs, if any, shall become due and payable on the prepayment date.
- (b) On the date fixed for prepayment under Clause 5.9, immediately available funds in Dollars shall be deposited by the Borrower in the account of the Facility Agent at the place and by the time and otherwise in the manner provided in Clause 5.5, in an amount equal to the principal amount of Loan Certificates to be prepaid together with accrued and unpaid interest thereon to the date fixed for such prepayment, the breakage costs, if any, and all other amounts due to the Lenders under the Operative Documents.
- (c) Each Lender shall furnish to the Borrower, with a copy to the Facility Agent, a certificate setting forth the breakage costs, if any, due to such Lender, which certificate shall be presumptively correct.

5.11 Increased Costs

- (a) The Borrower shall pay directly to each Lender from time to time such amounts as such Lender may determine to be necessary to compensate such Lender on an After-Tax Basis for any increase in costs that such Lender determines are attributable to its making or maintaining of its Commitment or the Loans evidenced by its Loan Certificates or funding arrangements utilized in connection with such Loans, or any reduction in any amount receivable by such Lender hereunder or under any Operative Document in respect of any of its Commitments, such Loans or such arrangements (such increases in costs and reductions in amounts receivable (including any amounts covered by clause (b) below) being herein called "**Additional Costs**"), resulting from any Regulatory Change that:
 - (i) imposes any Tax that is the functional equivalent of any reserve, special deposit or similar requirement of the sort covered by Clause 5.11(a)(ii); or
 - (ii) imposes or modifies any reserve, special deposit or similar requirements (including any Reserve Requirement) relating to any extension of credit or other assets of, or any deposits with or other liabilities of, such Lender, any commitment of such Lender (including, without limitation the Commitment of such Lender hereunder); or
 - (iii) imposes any other condition affecting this Agreement, the Loan Certificates (or any of such extensions of credit or liabilities) or its Commitments.
- (b) Without limiting the effect of the foregoing provisions of this Clause 5.11 (but without duplication), the Borrower shall pay directly to each Lender from time to time on request such amounts as such Lender may determine to be necessary to compensate such Lender (or, without duplication, the bank holding company of which such Lender is a subsidiary) for any increase in costs that it determines are attributable to the maintenance by such Lender (or any lending office or such bank holding company) of capital in respect of the Commitments or Loan of such Lender hereunder, pursuant to any law or regulation or any interpretation, directive or request (whether or not having the force of law and whether or not failure to comply therewith would be unlawful so long as compliance therewith is standard banking practice in the relevant jurisdiction) of any court or governmental or monetary authority following:
 - (i) any Regulatory Change; or
 - (ii) implementing any risk-based capital guideline or other similar requirement issued by any government or governmental or supervisory authority implementing at the national level the Basel Accord; or

(iii) implementing any requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act;

in each case after the Original Signing Date (such compensation to include, without limitation, an amount equal to any reduction of the rate of return on assets or equity of such Lender (or any lending office or such bank holding company) could have achieved but for such law, regulation, interpretation, directive or request). For purposes of this Clause 5.11(b), "**Basel Accord**" means the proposals for risk-based capital framework described by the Basel Committee on Banking Regulations and Supervisory Practices commonly known as Basel III, as amended, modified and supplemented and in effect from time to time, or any replacement thereof.

(c) Clauses 5.11(d) and (e) apply in respect of this Clause 5.11.

(d) Each Lender shall notify the Borrower of any event occurring after the Original Signing Date entitling such Lender to compensation under paragraph (a) or (b) of this Clause 5.11 as promptly as practicable, but in any event within [***], after such Lender obtains actual knowledge thereof; provided that (i) such Lender shall, with respect to compensation payable pursuant to this Clause 5.11 in respect of any Additional Costs resulting from such event, only be entitled to payment under this Clause 5.11 for Additional Costs incurred from and after the date that is [***] prior to the date of receipt of such notice by the Borrower, (ii) each Lender will use commercially reasonable efforts (at the Borrower's expense) to mitigate the amount of compensation under paragraph (a) or (b) of this Clause 5.11 associated with such event, including designating a different lending office for the Loan evidenced by such Lender's Loan Certificate affected by such event if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the sole opinion of such Lender, result in any economic, legal or regulatory disadvantage to such Lender, and (iii) no Lender shall discriminate against the Borrower in making any claim for compensation under this Clause 5.11, and no Lender shall treat the Borrower less favorably than such Lender's other similarly situated borrowers. When submitting a claim pursuant to Clause 5.11, each Lender will furnish to the Borrower an officer's certificate setting forth in reasonable detail (x) the events giving rise to compensation under paragraph (a) or (b) of this Clause 5.11, (y) the basis for determining and allocating such compensation and (z) the amount of each request by such Lender for such compensation (subject, however, to any limitations such Lender may require in respect of disclosure of confidential information relating to its capital structure), together with a statement that the determinations and allocations made in respect of such compensation comply with the provisions of this Clause 5.11, including as provided by the last proviso of this paragraph (d). Determinations and allocations by any Lender for purposes of this Clause 5.11 of the effect of any Regulatory Change pursuant to Clause 5.11(a), or of the effect of capital maintained pursuant to Clause 5.11(b), on its costs or rate of return of maintaining

the Loan evidenced by its Loan Certificate or its Commitment, or on amounts receivable by it in respect of its Loan Certificate, and of the amounts required to compensate such Lender under this Clause 5.11, shall be conclusive absent manifest error; provided that such determinations and allocations are made on a reasonable basis and, in the case of allocations, are made fairly.

- (e) The Borrower shall not be required to make payments under this Clause 5.11 to any Lender if (i) a claim hereunder arises solely through circumstances peculiar to such Lender and which do not affect commercial banks in the jurisdiction of organization of such Lender generally, (ii) such Lender is not seeking similar compensation for such costs from its borrowers generally in commercial loans, or (iii) the claim arises out of a voluntary relocation by such Lender of its lending office (it being understood that any such relocation effected pursuant to this Clause 5.11 is not "voluntary").

5.12 **Illegality**

Notwithstanding any other provision of this Agreement or the Mortgage, if any Lender (an **Illegal Lender**) shall notify the Facility Agent that the introduction after the Original Signing Date of or any change after the Original Signing Date in or in the interpretation of any law or regulation shall make it unlawful, or any central bank or other Governmental Entity asserts that it is unlawful, for such Lender to make, fund or allow to remain outstanding its Loan Certificate, then such Lender shall, promptly after becoming aware of the same, deliver to the Borrower through the Facility Agent a certificate to that effect, and, if the Facility Agent on behalf of such Lender so requires, the Borrower shall attempt to cure such illegality or otherwise, on or before [***] (but in any event at least [***] before such illegality occurs and if such illegality has already occurred, immediately) following such notification, the Borrower shall prepay the aggregate outstanding principal amount of the Loan Certificate held by such Illegal Lender in full, together with accrued interest thereon to the date of prepayment plus the breakage costs, if any, and all other amounts due thereunder and hereunder and under the other Operative Documents to such Illegal Lender.

5.13 **Inability to Determine Rates.**

Subject to Clause 5.14, if, on or prior to the first day of any Interest Period for any SOFR Loan:

- (a) the Facility Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof, or
- (b) the Majority Lenders determine that for any reason in connection with any request for a SOFR Loan or a conversion thereto or a continuation thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such

Loan, and the Required Lenders have provided notice of such determination to the Facility Agent, the Facility Agent will promptly so notify the Borrower and each Lender.

Upon notice thereof by the Facility Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to continue SOFR Loans or to convert ABR Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Facility Agent (with respect to clause (b), at the instruction of the Majority Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into ABR Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Clause 5.11. Subject to Clause 5.14, if the Facility Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR Loans shall be determined by the Facility Agent without reference to clause (c) of the definition of "ABR" until the Facility Agent revokes such determination.

5.14 **Benchmark Replacement Setting**

- (a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Operative Document, upon the occurrence of a Benchmark Transition Event, the Facility Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at [***] after the Facility Agent has posted such proposed amendment to all affected Lenders and the Borrower so long as the Facility Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Majority Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Clause 5.14(a) will occur prior to the applicable Benchmark Transition Start Date.
- (b) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Facility Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Operative Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Operative Document.

- (c) Notices: Standards for Decisions and Determinations. The Facility Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Facility Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Clause 5.14(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Facility Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Clause 5.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Operative Document, except, in each case, as expressly required pursuant to this Clause 5.14.
- (d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Operative Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Facility Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Facility Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Facility Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.
- (e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a SOFR Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR Loans. During a Benchmark Unavailability Period or at any time that a

tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR.

6. TERMINATION OF INTEREST IN COLLATERAL

None of the Facility Agent, Security Trustee or any Lender shall have any further interest in, or other right with respect to, the Collateral with respect to any Aircraft when and if the principal amount of, the breakage costs on, if any, interest on and other amounts due under all Loans in relation to such Aircraft held by such Lender and all other sums due to such Lender hereunder and under the other Operative Documents in respect of such Aircraft shall have been finally and indefeasibly paid in full; provided, however, that the interests and rights of the Lenders in and with respect to the mortgage and security interests created by the Mortgage shall continue (except with respect to any Aircraft as to which the related Loans have been repaid) after all such amounts have been paid in full so long as no Event of Default has occurred and is continuing and the Commitments have not terminated. Upon payment in full of any Loans relating to an Aircraft, the Security Trustee shall release that portion of the Collateral which relates solely to the applicable Aircraft from the Lien of the Mortgage and such Aircraft shall thereafter cease to be an "Aircraft" for the purposes of the Operative Documents.

7. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that on the date hereof and on each Borrowing Date:

- (a) the Borrower is a Cayman Islands exempted company, duly organized and validly existing pursuant to the laws of the Cayman Islands; is duly qualified to do business as a foreign corporation in each jurisdiction in which its operations or the nature of its business requires, except where the failure to be so qualified would not have a Material Adverse Effect; and has the corporate power and authority to purchase the Aircraft under the Assigned Purchase Agreement and to enter into and perform its obligations under the Operative Documents to which it is or shall be a party;
- (b) the execution, delivery and performance by the Borrower of the Operative Documents to which it is a party have been duly authorized by all necessary corporate action on the part of the Borrower, do not require any shareholder approval, or approval or consent of any trustee or holders of any indebtedness or obligations of the Borrower except such as have been duly obtained and are in full force and effect, and none of the execution, delivery or performance by the Borrower of such Operative Documents contravenes any law, judgment, government rule, regulation or order binding on the Borrower or the memorandum and articles of association of the Borrower or contravenes the provisions of, or constitutes a default under, or results in the creation of any Lien (other than Permitted Liens) upon the property of the Borrower under, any

indenture, mortgage, contract or other agreement to which the Borrower is a party or by which it or its properties may be bound;

- (c) neither the execution and delivery by the Borrower of the Operative Documents to which it is a party nor the performance by the Borrower of its obligations thereunder requires the consent or approval of, the giving of notice to, or the registration with, or the taking of any other action in respect of any Federal, state or foreign government authority or agency, except for those specified in the opinions referred to in Clause 4.1(g) or those that would not have a Material Adverse Effect (the "**Permits**");
- (d) the Operative Documents to which the Borrower is a party each constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with the terms thereof except as such enforceability may be limited by equitable principles or applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally;
- (e) there is no pending or (to the best of Borrower's knowledge) threatened action or proceeding before any court, arbitrator or administrative agency that individually (or in the aggregate in the case of any group of related actions or proceedings) is expected by the Borrower to have a Material Adverse Effect;
- (f) except as specified in the opinions referred to in Clause 4.1(g), no further action, including any filing or recording of any document, is necessary or advisable in order to establish and perfect the first ranking Lien on the Collateral in favor of the Security Trustee pursuant to the Mortgage;
- (g) there has not occurred any event which constitutes a Default or an Event of Default, in each case, which is presently continuing;
- (h) the Assigned Purchase Agreement and the Engine Agreements are in full force and effect and none of the Borrower or, to the knowledge of the Borrower, Airbus or any Engine Manufacturer is in default of any of its material obligations thereunder. Neither the Borrower nor any Guarantor has assigned or granted any Lien in its rights under the Assigned Purchase Agreement in respect of any of the Aircraft or the Engine Agreements or the Engines;
- (i) the Borrower has filed or caused to be filed all state, local and foreign tax returns which are required to be filed and has paid or caused to be paid or provided adequate reserves for the payment of all taxes shown to be due and payable on such returns or (except to the extent being contested in good faith and by appropriate proceedings and for the payment of which adequate reserves have been provided in accordance with generally accepted accounting principles) on any assessment received by the Borrower, to the extent that such taxes have become due and payable, except such returns or taxes as to which the failure to

file or pay, as the case may be, could not be reasonably expected to materially and adversely affect the assets, operations or financial condition, of the Borrower;

- (j) the Borrower is not in violation of any law, order, injunction, decree, rule or regulation applicable to the Borrower of any court or administrative body, which default or violation would reasonably be expected to materially and adversely affect the operations or financial condition of the Borrower or the Borrower's ability to execute, deliver and perform its obligations under the Operative Documents;
- (k) the Borrower is not an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940;
- (l) none of the information furnished by or on behalf of the Borrower to the Facility Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished) contains any misstatement of a material fact or omits any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (m) the Borrower is fully solvent (on a cash flow and balance sheet basis) and will be fully solvent immediately following the execution of this Agreement and the Operative Documents;
- (n) no Liens have been granted or created by any Person and exist over any of the Collateral except Permitted Liens;
- (o) each of the dates in the column entitled "Borrowing Date" in the table set out in Schedule III is the date on which the Advance to which such date is expressed to correspond in such table is due and payable to Airbus in accordance with the Assigned Purchase Agreement;
- (p) the Borrower is in compliance with all requirements of law except where such non-compliance could not reasonably be expected to have a material adverse effect; provided, however, that where such compliance relates to any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, each of the Borrower and the Guarantors is in compliance;
- (q) the Borrower and each Guarantor maintains and enforces policies and procedures designed to promote and achieve compliance by the Borrower and the Guarantors with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions;
- (r) none of the Borrower or the Guarantors or, any of their respective directors, officers or, to the Borrower's knowledge, any of their respective affiliates, agents or employees (i) has conducted their respective businesses or taken any action that

would constitute or give rise to a violation of any Anti-Corruption Law, Anti-Money Laundering Law or Sanctions, or (ii) is or has been subject to any action, proceeding, litigation, claim or, to the Borrower's knowledge, investigation brought by any Governmental Entity with regard to any actual or alleged violation of any Anti-Corruption Laws or Anti-Money Laundering Laws;

- (s) the Borrower shall not directly or indirectly, (i) use, lend, contribute or otherwise make available any part of the proceeds of any Loan hereunder to fund any activities or business of a Sanctioned Person or in any manner that would result in a violation of Sanctions by any Person party hereto or (ii) fund all or part of any repayment or reimbursement of the obligations hereunder out of proceeds derived from any transaction or activity involving a Sanctioned Person or Sanctioned Jurisdiction; and
- (t) the Borrower shall not, directly or indirectly, use any part of the proceeds of any Loan hereunder for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in each case in violation of Anti-Corruption Laws or Anti-Money Laundering Laws.

8. GENERAL INDEMNITY

8.1 Subject to the next following paragraph, the Borrower hereby agrees to indemnify each Indemnitee against, and agrees to protect, save and keep harmless each of them from any and all Expenses imposed on, incurred by or asserted against any Indemnitee arising out of or directly resulting from:

- (a) following delivery of any Aircraft, Airframe or Engine, the operation, possession, use, maintenance, overhaul, testing, registration, re-registration, delivery, non-delivery, lease, non-use, modification, alteration, or sale of any such Aircraft, Airframe or Engine, or any engine used in connection with any such Airframe or any part of any of the foregoing, any lessee or any other Person whatsoever, including, without limitation, claims for death, personal injury or property damage or other loss or harm to any person whatsoever and claims relating to any laws, rules or regulations pertaining to such operation, possession, use, maintenance, overhaul, testing, registration, re-registration, delivery, non-delivery, lease, non-use, modification, alteration, sale or return including environmental control, noise and pollution laws, rules or regulations;
- (b) following delivery of any Aircraft, Airframe or Engine, the manufacture, design, purchase, acceptance, rejection, delivery, or condition of any such Aircraft, Airframe or Engine, any engine used in connection with any such Airframe, or any part of any of the foregoing including, without limitation, latent and other defects, whether or not discoverable, or trademark or copyright infringement;

- (c) any breach of or failure to perform or observe, or any other noncompliance with, any covenant or agreement to be performed, or other obligation of any Obligor under any of the Operative Documents, or the falsity of any representation or warranty of any Obligor in any of the Operative Documents;
 - (d) assuming the Lenders are making Loans in the ordinary course of their business for their own accounts, the offer, sale and delivery by the Borrower or anyone acting on behalf of the Borrower of any Loan Certificates or successor debt obligations issued in connection with the refunding or refinancing thereof (including, without limitation, any claim arising out of the Securities Act, the Securities Exchange Act of 1934, as amended, or any other federal or state statute, law or regulation, or at common law or otherwise relating to securities (collectively "**Securities Liabilities**")) (the indemnity provided in this Clause 8.1(d) to extend also to any Person who controls an Indemnitee, its successors, assigns, employees, directors, officers, servants and agents within the meaning of clause 15 of the Securities Act);
 - (e) purchasing any Aircraft following an Event of Default, including any costs incurred after purchasing such Aircraft and prior to resale of such Aircraft and the recovery of all other amounts owing hereunder following an Event of Default or the enforcement against the Borrower or any other Obligor of any of the terms thereof (including, without limitation, pursuant to clause 5 of the Mortgage) and including any amounts payable by any Indemnitee pursuant to clause 11.2 of the Step-In Agreement; and
 - (f) execution of this Agreement and the transactions completed hereunder.
- 8.2 The foregoing indemnity shall not extend to any Expense of any Indemnitee to the extent attributable to one or more of the following:
- (a) acts or omissions involving the willful misconduct or gross negligence of such Indemnitee;
 - (b) any Tax, or increase in Tax liability under any Tax law (such matter being subject to the indemnity in Clause 5.3); provided, however, that this clause (b) shall not apply to (A) Taxes which have arisen as a result of or while an Event of Default has occurred and is continuing; (B) Taxes taken into consideration in making any payments on an After-Tax Basis or (C) to any license, documentation, registration or filing fees imposed upon or in connection with the execution, delivery, registration or filing in connection with the Mortgage as otherwise contemplated in the Operative Documents;
 - (c) except to the extent attributable to acts or events occurring prior thereto, acts or events (other than acts or events related to the performance by any Obligor of its obligations pursuant to the terms of the Operative Documents) that occur after the Mortgage is required to be terminated in accordance with clause 7.1 of the

Mortgage; provided, that nothing in this clause (c) shall be deemed to exclude or limit any claim that any Indemnatee may have under Applicable Law by reason of an Event of Default or for damages from any Obligor for breach of any Obligor's covenants contained in the Operative Documents or to release any Obligor from any of its obligations under the Operative Documents that expressly provide for performance after termination of the Mortgage;

- (d) to the extent attributable to any transfer by or on behalf of such Indemnatee of any Loan Certificate or interest therein, except for Expenses incurred as a result of any such transfer after an Event of Default, pursuant to the exercise of remedies under any Operative Document;
- (e) to the extent solely attributable to the incorrectness or breach of any representation or warranty of such Indemnatee or any related Indemnatee contained in or made pursuant to any Operative Document;
- (f) to the extent solely attributable to the failure by such Indemnatee or any related Indemnatee to perform or observe any agreement, covenant or condition on its part to be performed or observed in any Operative Document;
- (g) to the extent solely attributable to the offer or sale by such Indemnatee or any related Indemnatee of any interest in the Collateral, the Loan Certificates, or any similar interest in violation of the Securities Act or other applicable federal, state or foreign securities laws (other than any thereof caused by acts or omissions of any Obligor);
- (h) to the extent attributable to any amount which such Indemnatee expressly agrees with the Borrower to pay or such Indemnatee expressly agrees with the Borrower shall not be paid by or be reimbursed by the Borrower; or
- (i) for any Lien attributable to such Indemnatee or any related Indemnatee other than any Lien created pursuant to any Operative Document,

in each case, as determined by a court of competent jurisdiction in a final non-appealable judgment.

- 8.3 For purposes of this Clause 8, a Person shall be considered a "related" Indemnatee with respect to an Indemnatee if such Person is an Affiliate or employer of such Indemnatee, a director, officer, employee, agent, or servant of such Indemnatee or any such Affiliate or a successor or permitted assignee of any of the foregoing.
- 8.4 The Borrower further agrees that any payment or indemnity pursuant to this Clause 8 in respect of any "Expense" shall be on an After-Tax Basis.
- 8.5 If a claim is made against an Indemnatee involving one or more Expenses and such Indemnatee has notice thereof, such Indemnatee shall after receiving such notice give

notice of such claim to the Borrower; provided that the failure to provide such notice shall not release the Borrower from any of its obligations to indemnify hereunder except to the extent that the Borrower is prejudiced as a result of the failure to give such notice, and no payment by the Borrower to an Indemnitee pursuant to this Clause 8 shall be deemed to constitute a waiver or release of any right or remedy which the Borrower may have against such Indemnitee for any actual damages as a result of the failure by such Indemnitee to give the Borrower such notice.

- 8.6 Notwithstanding any other provision of this Clause 8 to the contrary, in the case of any Expense indemnified by the Borrower hereunder which is covered by a policy of insurance maintained by the Borrower, it shall be a condition of such indemnity with respect to any particular Indemnitee that such Indemnitee shall cooperate (at no cost or liability to itself, and (if so requested) subject to being indemnified by the Borrower with respect to any liabilities it may incur as a result of an insurer's investigation, defense or compromise) with the insurers in the exercise of their rights to investigate, defend or compromise such claim as may be required to retain the benefits of such insurance with respect to such claim.
- 8.7 To the extent of any payment of any Expense pursuant to this Clause 8, the Borrower, without any further action, shall be subrogated to any claims the Indemnitee may have relating thereto. The Indemnitee agrees to give such further assurances or agreements and to cooperate with the Borrower to permit the Borrower to pursue such claims, if any, to the extent reasonably requested by the Borrower at no cost or liability to itself, and (if so requested) subject to being indemnified with respect to the Borrower's pursuit of such claims.
- 8.8 In the event that the Borrower shall have paid an amount to an Indemnitee pursuant to this Clause 8, and such Indemnitee subsequently shall be reimbursed in respect of such indemnified amount from any other Person, such Indemnitee shall promptly pay the Borrower the amount of such reimbursement, including interest received attributable thereto (but net of costs, if any, of recovery of such amounts), provided that no Default or Event of Default has occurred and is continuing.
- 8.9 The Borrower will pay to each Indemnitee on demand, to the extent permitted by Applicable Law, interest on any amount of indemnity not paid when due pursuant to this Clause 8 until the same shall be paid, at the Past Due Rate.
- 8.10 To the fullest extent permitted by Applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Operative Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee referred to in this Clause 8 shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in

connection with this Agreement or the other Operative Documents or the transactions contemplated hereby or thereby.

9. **INDEMNITY TO THE FACILITY AGENT**

The Borrower shall promptly indemnify the Facility Agent against any actual cost, loss or liability incurred by the Facility Agent as a result of investigating any event which it reasonably believes is an Event of Default and upon such investigation such event transpires to be a Default or an Event of Default other than any cost, loss or liability resulting from the Facility Agent's willful misconduct or gross negligence.

10. **COVENANTS OF THE BORROWER.**

The Borrower hereby covenants for the benefit of all Lenders, as follows:

10.1 **Transfer:** Except as expressly contemplated by the Operative Documents the Borrower shall not (and the Borrower shall procure that each other Obligor shall not) directly or indirectly assign, convey or otherwise transfer any of its right, title or interest in and to the Collateral or this Agreement or any of the other Operative Documents.

10.2 **Taxes and Adequate Records:** The Borrower will (and will procure that each other Obligor will):

- (a) pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained;
- (b) (other than in respect of itself) keep adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles consistently applied; and
- (c) permit representatives of any Lender, the Facility Agent or the Security Trustee, during normal business hours and upon reasonable prior notice, to examine, copy and make extracts from its books and records and to discuss its business and affairs with its officers, all to the extent reasonably requested by such Lender, the Facility Agent or the Security Trustee (as the case may be).

10.3 **Special Purpose:** The Borrower will not:

- (a) have any employees earning compensation;
- (b) except for the Loans and as expressly contemplated by the Operative Documents, incur or contract to incur any indebtedness;

- (c) engage in any activity other than the execution, delivery and performance of the Operative Documents to which it is a party and activities incidental thereto, as well as ordinary corporate housekeeping activities;
- (d) except as required to perform its obligation under the Operative Documents to which it is a party, make or agree to make any capital expenditure;
- (e) create or own any subsidiary;
- (f) except as required to perform its obligation under the Operative Documents to which it is a party, make any investments;
- (g) except as required to perform its obligation under the Operative Documents to which it is a party, declare or make any dividend payment or distribution to its shareholders; or
- (h) enter into any contracts with, incur any material obligation to, or grant any security interest, pledge or lien to, any third party (excluding any contracts entered into in connection with, any payment or other obligation incurred pursuant to, and any liens granted pursuant to, the Operative Documents).

10.4 **Operative Documents:** The Borrower shall ensure that the Servicing Agreement, the Option Agreement and the Subordinated Loan Agreement remain in place and in full force and effect and that neither it nor any other Obligor shall breach any of the terms of any of such documents. The Borrower shall ensure that no amendment, variation, waiver or other change is made to its memorandum and articles of association or other constituent documents, the Servicing Agreement, the Option Agreement or the Subordinated Loan Agreement.

10.5 **Assigned Purchase Agreement and Engine Agreements** The Borrower shall:

- (a) duly perform all of its obligations under the Assigned Purchase Agreement and the Engine Agreements, and take all actions necessary to keep the Assigned Purchase Agreement and the Engine Agreements in full force and effect;
- (b) promptly upon acquiring actual knowledge of the same, notify the Facility Agent of any material default (whether by the Borrower, Airbus or an Engine Manufacturer) under or cancellation, termination or rescission or purported cancellation, termination or rescission of the Assigned Purchase Agreement or an Engine Agreement specifying in reasonable detail the nature of such default, cancellation, rescission or termination;
- (c) not, without the Security Trustee's prior written consent, in any way modify, cancel, terminate or amend or consent to the modification, cancellation, termination or amendment of the Assigned Purchase Agreement or an Engine Agreement;

- (d) not accept delivery of any Aircraft from Airbus before or concurrently repaying to the Lenders all amounts owing in respect of the Loans relating to that Aircraft;
- (e) not enter into or consent to any change order or other amendment, modification or supplement to the Assigned Purchase Agreement or an Engine Agreement, in relation to the Aircraft, without the written consent and countersignature of the Security Trustee (acting at the unanimous direction of the Lenders) if such change order, amendment, modification or supplement would require the consent of the Security Trustee under the Step-In Agreement or under this Agreement; and
- (f) provide to the Security Trustee promptly after the execution of the same copies, certified by the Borrower, of all material change orders (other than non charge change orders), amendments, modifications or supplements to the Assigned Purchase Agreement that would require the consent of the Security Trustee under the Step-In Agreement or under this Agreement.

10.6 **Leasing or Sale of Aircraft:** The Borrower shall not enter into any binding agreement for the leasing or sale of any Aircraft other than pursuant to the Option Agreement.

10.7 **Further Assurances:** The Borrower covenants and agrees with each Agent and the Lenders as follows:

- (a) The Borrower will cause to be done, executed, acknowledged and delivered all further documents and agreements and assurances as reasonably necessary and as any Lender shall reasonably require for accomplishing the purposes of this Agreement and the other Operative Documents;
- (b) The Borrower, at its expense, will take, or cause to be taken, all actions (including the filing of financing statements under the Uniform Commercial Code in all applicable jurisdictions and perfection in any other jurisdiction in relation to any Operative Document) to (A) cause the security interest granted in respect of the Collateral to at all times be and remain perfected, (B) establish the priority of the Mortgage with respect to the Mortgage Collateral, (C) cause the lien of the Mortgage to at all times be and remain a perfected Lien, (D) establish the priority of the Mortgage; and (E) establish the priority of the share charge with respect to the shares of the Borrower and (F) establish the priority of the Security Trustee's security interest in the Aircraft to the extent possible or feasible prior to delivery (or when manufacturer's serial numbers are available in respect of the Airframe and the Engines are anticipated as being delivered and there is a possibility that such equipment may be delivered by Airbus before the Lenders are repaid the Loans in respect of an Aircraft), including by, subject to the terms of the Step-In Agreement, making filings in respect of one or more of prospective international interests, international interests or associated rights with the International Registry.

- (c) The Borrower shall pay all reasonable costs and expenses (including costs and disbursements of counsel) incurred by each Agent and the Lenders after the Original Signing Date in connection with (A) any supplements or amendments of the Operative Documents (including, without limitation, any related recording costs) (other than any supplement or amendment associated with the syndication or transfer of the Loan Certificates or the sale of participation interests therein), (B) any Default and any enforcement or collection proceedings resulting therefrom or in connection with the negotiation of any restructuring or "work-out" (whether or not consummated), or (C) the enforcement of this Clause 10.
- 10.8 **Conduct of Business, Maintenance of Existence:** The Borrower shall: (i) engage in business solely for the purpose of fulfilling its obligations under the Operative Documents; (ii) preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of business of the Borrower; provided that the Borrower shall not be required to maintain any such rights, privileges or franchises, if the failure to do so could not reasonably be expected to result in a Material Adverse Effect; and (iii) comply with all contractual obligations and requirements of law, except to the extent that failure to comply therewith could not reasonably be expected to result in a Material Adverse Effect; and comply with the provisions of its Memorandum and Articles of Association.
- 10.9 **Increase in Lender's Net Price:** The Borrower shall not amend the detail specification for an Aircraft or consent to the amendment of the detail specification for an Aircraft, including, without limitation, by issuing an SCN, if such amendment would cause the purchase price of the Aircraft to exceed the Lender's Net Price payable upon a Step-In pursuant to the Step-In Agreement.
- 10.10 **BFE:** the Borrower shall not agree to any change in the specification of BFE to be installed on the Aircraft on or prior to the Delivery Date, which is listed in Schedule VI, if such amendment would result in the cost of the BFE outstanding to be paid on the Delivery Date in respect of such Aircraft to exceed the BFE Budget (as escalated in accordance with the escalation formula set out in Schedule VI).
- 10.11 **Change in Configuration or Specification as a Passenger Carrying Aircraft:** The Borrower shall not alter the configuration or specification of any Aircraft as a commercial passenger carrying aircraft and shall ensure that the Aircraft is at all times required to be delivered by Airbus in the Required Specification.
- 10.12 **Extension of Scheduled Delivery Date:** The Borrower shall not agree to extend the Scheduled Delivery Date of any Aircraft beyond the end of the applicable Scheduled Delivery Month; *provided* that if and to the extent that there is a delay in the delivery of an Aircraft by Airbus arising out of circumstances beyond the control of Frontier Airlines or the Borrower and which Airbus is entitled to impose upon Frontier Airlines or the Borrower without their consent pursuant to the terms of the Assigned Purchase Agreement including an "Excusable Delay" and a "Non-Excusable Delay" under (and as

defined in) the Assigned Purchase Agreement (any such delay, a "**Relevant Delay**"), then the Scheduled Delivery Date for such Aircraft may be delayed by no more than [***] from the last day of the Scheduled Delivery Month specified for such Aircraft in Schedule III.

10.13 **Liens:** The Borrower will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any of its assets including the Mortgage Collateral except:

- (a) the rights of the Borrower as provided in the Mortgage the Liens thereof and any other rights existing pursuant to the Operative Documents;
- (b) Liens for Taxes of the Borrower and Frontier Airlines either not yet due or being contested in good faith by appropriate proceedings (and for which adequate reserves have been provided in accordance with GAAP), so long as the continuing existence of such Liens during such proceedings do not involve any material risk of the termination, sale, forfeiture or loss of, the Assigned Purchase Agreement, an Engine Agreement;
- (c) Liens arising out of any judgment or award against the Borrower or Frontier Airlines with respect to which an appeal or proceeding for review is being prosecuted diligently and in good faith, so long as such Liens do not result in a material risk of the termination, sale, forfeiture or loss of, the Assigned Purchase Agreement or an Engine Agreement; and
- (d) any other Lien with respect to which the Borrower or Frontier Airlines shall have provided a bond or other security in an amount and under terms reasonably satisfactory to the Security Trustee.

The Borrower will promptly, at its own expense, take (or cause to be taken) such actions as may be necessary duly to discharge any Lien not excepted above if the same shall arise at any time.

10.14 **Amendments, Supplements, Etc.:** Forthwith upon the execution and delivery of any amendment to the Mortgage, if an applicable legal system having jurisdiction over the Borrower or the Mortgage Collateral is in existence that permits for filing and/or recording of the Mortgage and amendments or supplements thereto, the Borrower will cause such amendment to be duly filed and recorded, and maintained of record, in accordance with all Applicable Laws. In addition, the Borrower will promptly and duly execute and deliver to the Security Trustee such further documents and take such further action as the Security Trustee may from time to time reasonably request in order to more effectively carry out the intent and purpose of the Mortgage and establish and protect the rights and remedies created or intended to be created in favor of the Security Trustee under the Mortgage and the other Operative Documents, including, without limitation, if requested by the Security Trustee, at the expense of Borrower, the execution and delivery of supplements or amendments hereto, each in recordable form, in accordance with the laws of such jurisdiction as the Security Trustee may reasonably request.

10.15 **Access to or Furnishing of Information:** The Borrower agrees to furnish to the Facility Agent and to each Lender:

- (a) as soon as available, but not later than [***] after the close of each fiscal year of Frontier Group Holdings occurring after the Original Signing Date, an audited and consolidated balance sheet and related statements of Frontier Group Holdings and its subsidiaries at and as of the end of such fiscal year, together with an audited and consolidated statement of income for such fiscal year, each of which shall be prepared in accordance with GAAP;
- (b) as soon as available, but not later than [***] after the close of (i) each of the first three quarters of each fiscal year of Frontier Group Holdings and (ii) the fourth fiscal quarter of Frontier Group Holdings for the fiscal year ended December 31, 2022, an unaudited and consolidated balance sheet of Frontier Group Holdings and its subsidiaries at and as of the end of such quarter, together with an unaudited and consolidated statement of income for such quarter, each of which shall be prepared in accordance with GAAP;
- (c) as soon as available, but not later than [***] after the close of each fiscal year of Frontier Group Holdings occurring while amounts are outstanding under this Agreement or any Loan Certificate, a certificate of the chief financial officer, Treasurer, any Vice President, or other officer of Frontier Group Holdings stating that such authorized officer has reviewed the activities of the Borrower and itself and that, to the best of the knowledge of such authorized officer, there exists no Default or Event of Default or event which would require the prepayment of any loans pursuant to Clause 5.9(c), (d) or (e);
- (d) from time to time, notification of any material changes to BFE, optional features or SCNs with respect to any Aircraft, and such other information as the Facility Agent or any Lender may reasonably request;
- (e) promptly after the occurrence thereof and actual knowledge thereof by a responsible officer of the Borrower, notice of any Default or Event of Default;
- (f) promptly after the occurrence thereof, any Aviation Authority required modifications in respect of the Aircraft that the Borrower is aware of, and any optional changes effected in the prior calendar month, that would lead to an increase in the Lender's Net Price; and
- (g) promptly upon receiving notification thereof from Airbus, the Scheduled Delivery Date of an Aircraft.

10.16 **Maintenance of Separate Existence:** The Borrower shall maintain certain policies and procedures relating to its existence as a separate company as follows and shall do all things necessary to maintain their corporate existence separate and distinct from any other Person. The Borrower shall:

- (a) observe all formalities necessary to remain a legal entity separate and distinct from each Guarantor and any other Person;
- (b) maintain its assets and liabilities separate and distinct from those of each Guarantor and any other Person in such a manner that it is not difficult to segregate, identify or ascertain such assets;
- (c) maintain records, books and accounts separate from those of each Guarantor and any other Person (other than as otherwise specified in the Operative Documents);
- (d) pay its obligations in the ordinary course of business as a legal entity separate from each Guarantor and any other Person;
- (e) keep its funds separate and distinct from any funds of each Guarantor and any other Person, and receive, deposit, withdraw and disburse such funds separately from any funds of each Guarantor and any other Person;
- (f) not agree to pay, assume, guarantee or become liable for any debt of, or otherwise pledge its assets for the benefit of, any Guarantor or any other Person except as otherwise permitted under the Operative Documents;
- (g) not hold out that it is a division of any Guarantor or any other Person or that any Guarantor or any other Person is a division of it;
- (h) not induce any third party to rely on the creditworthiness of any Guarantor or any other Person in order that such third party will contract with it (other than the guarantee of the Guarantors in favor of Airbus made in connection with the Assigned Purchase Agreement);
- (i) allocate and charge fairly and reasonably any common overhead shared with any Guarantor or any other Person;
- (j) hold itself out as a separate entity, and correct any known misunderstanding regarding its separate identity;
- (k) conduct business in its own name and ensure that all communications are made solely in its name;
- (l) not acquire the securities of any Guarantor or any Affiliate thereof;
- (m) prepare separate financial statements, if required to prepare such pursuant to Applicable Law, and separate tax returns and pay any Taxes required to be paid under applicable Tax law (provided that each Guarantor and its Affiliates may publish financial statements that consolidate those of such Guarantor and its Affiliates, and subsidiaries of such Guarantor may file consolidated Tax returns with such Guarantor and its Affiliates for Tax purposes provided that so doing

does not give rise to any incremental Tax liabilities on the part of the Borrower); and

- (n) not enter into any transaction between itself and any Guarantor or their Affiliates that is more favorable to either such Guarantor or any of their Affiliates than transactions that either such Guarantor and its Affiliates would have been able to enter into at such time on an arm's-length basis with a non-affiliated third party, or vice versa.

For the avoidance of doubt, the Borrower is authorized to engage in any activity or other undertaking expressly required or expressly authorized by the Operative Documents.

10.17 **Independent Director:** The Borrower shall have at least one Independent Director whose vote shall be required to take any Material Action with respect to the Borrower (it being understood that this Agreement shall not require the vote of an Independent Director for any other matter other than a Material Action).

10.18 **Management and Control; COMI:** Management and control of, and the principal place of business of the Borrower shall be located in the Cayman Islands. The Borrower shall ensure that it does not have a Center of Main Interests (as defined in EU Insolvency Regulations) in the European Union.

10.19 **Subordinated Loan:** The Borrower shall not pay or repay any amount under the Subordinated Loan Agreement while the Secured Obligations remain outstanding provided that upon delivery of an Aircraft and following payment and repayment of principal, interest, breakage costs and the amounts allocable to such Aircraft and all other amounts the due and owing under the Mortgage, the Borrower may repay amounts payable under the Subordinated Loan Agreement to the extent of available funds at such time.

10.20 **LTV and Fixed Charge Coverage Ratio:**

- (a) In this Clause 10.20 the following capitalized terms have the following meaning

"**Annualized FCCR**" means as of any applicable FCCR Test Date, the ratio of, (a) the sum of (i) Consolidated EBITDAR of Frontier Group Holdings for the fiscal quarter of Frontier Group Holdings immediately preceding such FCCR Test Date for which financial statements were delivered pursuant to Section 10.15(a) and (ii) the sum of the Consolidated EBITDAR of Frontier Group Holdings for each of the three fiscal quarters of Frontier Group Holdings immediately preceding the fiscal quarter referred to in clause (a)(i), to (b) the Fixed Charges of Frontier Group Holdings for the fiscal quarter of Frontier Group Holdings immediately preceding such FCCR Test Date for which financial statements were delivered pursuant to Section 10.15(a) and (ii) the sum of the Fixed Charges of

Frontier Group Holdings for each of the three fiscal quarters of Frontier Group Holdings immediately preceding the fiscal quarter referred to in clause (b)(i).

"**LTV**" means as of any applicable LTV Test Date for an Aircraft or the Aircraft Pool, the percentage equivalent of a fraction determined by the formula of $AP - (PPI - LA - AEC) / BV$ where:

- (i) "**AP**" means the Assignable Price of such Aircraft or the sum of the Assignable Prices of all Aircraft in the Aircraft Pool;
- (ii) "**PPI**" means an amount equal to the aggregate of all Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect of such Aircraft or the sum of the Purchase Price Installments paid to Airbus as of the applicable LTV Test Date in respect of all Aircraft in the Aircraft Pool;
- (iii) "**LA**" means the aggregate amount of all Loans made in respect of such Aircraft, as of the applicable LTV Test Date (if any) or the sum of the Loans made in respect of all Aircraft in the Aircraft Pool, as of the applicable LTV Test Date;
- (iv) "**AEC**" means the engine credits assigned to the Security Trustee pursuant to the Mortgage in respect of the Engines relating to such Aircraft or the sum of the engine credits assigned to the Security Trustee pursuant to the Mortgage in respect of the Engines relating to all Aircraft in the Aircraft Pool; and
- (v) "**BV**" means the Base Value of such Aircraft, as stated in the Aircraft Appraisal prepared in respect of such LTV Test Date or the sum of the Base Values of all Aircraft in the Aircraft Pool, as stated in the Aircraft Appraisal for each Aircraft prepared in respect of such LTV Test Date.

"**Maximum LTV**" means on any LTV Test Date, [***]

- (b) The Borrower shall ensure that as of each LTV Test Date, with respect to an Aircraft or the Aircraft Pool (as the case may be), the LTV in respect of each applicable Aircraft or the Aircraft Pool (as the case may be) in respect of which a Loan is outstanding does not exceed an amount equal to the Maximum LTV for such Aircraft or the Aircraft Pool (as the case may be) (the "**LTV Test**") provided that the Borrower shall not be deemed to have breached the LTV Test if it is in compliance with its obligation set forth in Clause (c) below.
- (c) In the event of an LTV Test failure, the Borrower shall, within [***] of the LTV Test Date on which such failure occurred either:
 - (i) prepay the applicable Loans in accordance with Clause 5.9(b); or

- (ii) pay to the Security Trustee cash, or provide such other Cash Equivalent collateral in such form as the Facility Agent in its sole discretion agrees, ("**LTV Collateral**") in an amount, or with a value, equal to that which if applied to prepay the Loan or Loans relating to the Aircraft in respect of which the failure of the LTV Test has occurred, would reduce the principal outstanding thereto in order that a failure of the LTV Test would not occur if it were calculated following such prepayment. Upon provision LTV Collateral in the amount required pursuant to this Clause (ii) or prepayment of the applicable Loan(s) in accordance with Clause (i) above, the relevant failure of the LTV Test shall not constitute a Default.
- (d) Except as expressly specified in this Clause 10.20(d), the Borrower shall have no entitlement to receive payment of any part of the LTV Collateral. Following the provision by the Borrower of any LTV Collateral, the Security Trustee shall, if the Borrower is in compliance with the LTV Test as of any LTV Test Date following provision of any LTV Collateral and provided no Default is continuing, within [***] after such LTV Test Date, release to the Borrower (at the request and cost of the Borrower), by way of release of such LTV Collateral from the related Eligible Account, an amount or value equal to that by which the amount or value of LTV Collateral provided by the Borrower exceeds the amount or value required in order to not be in any breach of the LTV Test as of such LTV Test Date.
- (e) The Borrower agrees that any LTV Collateral shall be deposited in an Eligible Account.
- (f) Following the occurrence of an Event of Default which is continuing, in addition to all rights and remedies of the Security Trustee elsewhere in this Agreement or under Law or pursuant to any Operative Document, the Security Trustee may immediately or at any time thereafter, without notice to the Borrower, use, enforce, apply and/or retain all or part of the LTV Collateral in or towards the payment or discharge of any matured obligation owed by the Borrower under this Agreement or any other Operative Documents, in such order as the Security Trustee sees fit.
- (g) If the Security Trustee exercises any of the rights described in Clause (f) above and the LTV in respect of any Aircraft or the Aircraft Pool (as the case may be) exceeds the Maximum LTV in respect of such Aircraft or the Aircraft Pool (as the case may be) after such exercise, the Borrower shall, within [***] of demand in writing from the Security Trustee, perform one of the options in (c) to the extent necessary for the LTV Test.
- (h) The Borrower shall notify the Facility Agent promptly if Frontier Group Holdings' Unrestricted Cash and Cash Equivalents have at any time fallen below the threshold required by clause 9(f) of the Frontier Group Holdings Guarantee at such time.

- 10.21 **Equity Contribution:** The Borrower shall pay an amount equal to each Equity Contribution in respect of an Aircraft to Airbus on or before the Borrowing Date to which such Equity Contribution corresponds as set out in Schedule III; provided that, if, on any Borrowing Date, the aggregate of the future Equity Contributions as set forth in Schedule III and the available undrawn Commitment is not sufficient to satisfy all future Advances payable under the terms of the Assigned Purchase Agreement, such shortfall shall be paid by the Borrower.
- 10.22 **Incremental A321neo Aircraft:** In respect of the Incremental A321neo Aircraft, the Facility Agent shall have received the following prior to March 31, 2025, in each case in form and substance satisfactory to it:
- (a) an officer's certificate from an officer of Frontier Airlines (A) certifying as to the identity of the related Engine Manufacturer and the related Required Specifications, and (B) attaching a copy of the fully executed and effective Incremental A321neo Engine Purchase Agreement;
 - (b) the related Incremental A321neo Engine Consent duly authorized, executed and delivered by the parties thereto and shall be in full force and effect; and
 - (c) an incumbency certificate together with a company extract evidencing the signing authority of the persons named in the incumbency certificate or such other evidence as shall be reasonably satisfactory to the Finance Parties as regards the signing authority of the Engine Manufacturer.
- 10.23 **KYC Information:** Upon the reasonable request of the Facility Agent (or any Lender acting through the Facility Agent), the Borrower shall provide to the Facility Agent and the Lenders (i) the documentation and other information so requested for the purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act and (ii) a Beneficial Ownership Certification in relation to the Borrower under the Beneficial Ownership Regulation.
- 10.24 **Anti-Corruption Law, Anti-Money Laundering Law and Sanctions:** None of the Borrower or, any of its respective directors, officers or, to the Borrower's knowledge, any of its affiliates, agents or employees shall conduct their respective businesses or take any action that would constitute or give rise to a violation of any Anti-Corruption Law, Anti-Money Laundering Law or Sanctions.

11. **THE FACILITY AGENT**

The provisions of Schedule IV (*Facility Agent*) shall apply to this Agreement.

12. **THE SECURITY TRUSTEE**

The provisions of Schedule V (*The Security Trustee*) shall apply to this Agreement.

13. CONDUCT OF BUSINESS BY THE FINANCE PARTIES

13.1 No provision of this Agreement or any other Operative Document will:

13.1.1 interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

13.1.2 without limiting the obligations of the Finance Parties to mitigate or otherwise take actions contained in this Agreement, oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it in respect of Tax or to investigate the extent, order and manner of any such claim; or

13.1.3 oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or, except as otherwise required by Clauses 5.3 and 5.11, any computations in respect of Tax.

14. SUPPLEMENTS AND AMENDMENTS TO THIS AGREEMENT AND OTHER DOCUMENTS

14.1 Instructions of Majority; Limitations

(a) At any time and from time to time, at the request of the Borrower, the Facility Agent (but only on the written direction of the Majority Lenders) shall (x) execute a supplement hereto for the purpose of adding provisions to, or changing or eliminating provisions of, this Agreement or any other Operative Document as specified in such request or (y) provide a consent when required by the terms of any Operative Document, provided that, except as permitted in Clause 5.14, without the consent of each Lender adversely affected thereby, no such amendment or supplement to any such document, or waiver or modification of the terms of any thereof, shall:

(i) modify any of the provisions of this Clause 14.1 or the definitions of the terms, "Majority Lenders" or "Operative Documents", contained herein or in any other Operative Document;

(ii) increase the principal amount of any Loan Certificate or reduce the amount or extend the time of payment of any amount owing or payable under any Loan Certificate or (except as provided in the Operative Documents) increase or reduce the breakage costs, if any, or interest payable on any Loan Certificate (except that only the consent of the Lender shall be required for any decrease in any amounts of or the rate of breakage costs, if any, or interest payable on such Loan Certificate or any extension for the time of payment of any amount payable under such Loan Certificate) or modify the pro rata sharing provisions;

- (iii) reduce, modify or amend any indemnities in favor of any Lender or in favor of or to be paid by the Borrower or alter the definition of "Indemnitee" to exclude any Lender; or
 - (iv) release the Borrower from its obligations in respect of the payment of the principal and interest then outstanding (or other amounts payable therewith) or change any of the circumstances under which any amounts payable pursuant to this Agreement and the other Operative Documents are payable.
- (b) Notwithstanding the foregoing, without the consent of each Lender, no such supplement to this Agreement, the Mortgage or the Share Charge, or waiver or modification of the terms hereof or of any other agreement or document shall release a Guarantee, expressly permit the creation of any Lien on the Collateral or any part thereof, except as herein expressly permitted, or deprive any Lender of the benefit of the Lien of the Mortgage on the Collateral or the Lien of the Share Charge except in connection with the exercise of remedies under Clause 7 of the Mortgage or under equivalent provisions of the Share Charge.
- (c) Except as provided in this Clause 14.1, the Security Trustee shall not amend, supplement or waive the terms of this Agreement, the Mortgage, the Share Charge or any other Operative Documents.

14.2 Facility Agent Protected

If, in the reasonable opinion of the institution acting as the Facility Agent hereunder any document required to be executed pursuant to the terms of Clause 14.1 affects any right, duty, immunity or indemnity with respect to it under this Agreement or any other Operative Document, the Facility Agent may in its reasonable discretion decline to execute such document.

14.3 Documents Mailed to Lenders

Promptly after the execution by the Facility Agent of any document entered into pursuant to Clause 14.1, the Facility Agent shall mail, by certified mail, postage prepaid, a conformed copy thereof to each Lender at its address shown on the Certificate Register, but the failure of the Borrower or Facility Agent, to mail such conformed copies shall not impair or affect the validity of such document.

15. NOTICES

- 15.1 All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, or by facsimile or electronic mail, or by prepaid courier service, and shall be effective upon receipt.

- 15.2 Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Clause 15, notices, demands, instructions and other communications in writing shall be given to or made upon the parties hereto at their addresses (or to their facsimile numbers) as follows: (a) if to the Borrower or the Security Trustee, to the addresses specified in clause 7.6 of the Mortgage, (b) if to a Lender or the Facility Agent to the address specified on Schedule I, or (c) if to any subsequent Lender, addressed to such Lender at its address specified in the Certificate Register maintained pursuant to Clause 5.6.
- 15.3 Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e mail, FpML, and Internet or intranet websites) pursuant to procedures approved by the Facility Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Clause 2 if such Lender has notified the Facility Agent that it is incapable of receiving notices under such clause by electronic communication. The Facility Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Facility Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

16. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; AGENT FOR SERVICE OF PROCESS.**

- 16.1 THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WHETHER IN CONTRACT, TORT OR OTHERWISE AND WHETHER AT LAW OR IN EQUITY.
- 16.2 The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, whether in contract, tort or otherwise and whether at law or in equity, and the Borrower irrevocably and unconditionally agrees that all claims in respect of any such action or

proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. The Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement against another party or its properties in the courts of any jurisdiction.

- 16.3 The Borrower irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Clause 16.2. The Borrower hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- 16.4 Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Clause 15. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.
- 16.5 EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS CLAUSE.
- 16.6 The Borrower hereby irrevocably appoints and designates Corporation Service Company (the **'Agent for Service of Process'**), having an address at Corporation Service Company, 80 State Street, Albany, New York 12207-2543, as its true and lawful attorney-in-fact and duly authorized agent for the limited purpose of accepting service of legal process and the Borrower agrees that service of process upon such party shall constitute personal service of such process on such person. The Borrower shall maintain the designation and appointment of the Agent for Service of Process at such address until all amounts payable under this Agreement shall have been paid in full. If the Agent for Service of Process shall cease to so act, the Borrower shall immediately designate and shall promptly deliver to the Facility Agent evidence in writing of acceptance by another agent for service of process of such appointment, which such other agent for service of

process shall have an address for receipt of service of process in the State of New York and the provisions above shall equally apply to such other agent for service of process.

17. **INVOICES AND PAYMENT OF EXPENSES**

Each Agent and the Lenders shall promptly submit to the Borrower copies of invoices of the Transaction Expenses (as defined below) as they are received. The Borrower agrees to pay Transaction Expenses promptly upon receipt of detailed invoices of such Transaction Expenses regardless as to whether or not the Effective Date occurs (except in circumstances where such failure to occur is as a result of the breach by any Lender of its obligations hereunder following satisfaction by the Borrower of the Conditions Precedent set out in Clause 4 (*Conditions*)). For the purposes hereof, "Transaction Expenses" means:

- (a) with respect to the preparation, negotiation, execution and delivery of this Agreement and the payment or anticipated drawing of each Loan on each Borrowing Date, the reasonable fees, expenses and disbursements of Clifford Chance US LLP, special counsel to the Lenders and the Facility Agent, as well as the reasonable fees and expenses of special Cayman Islands counsel and any counsel to the Security Trustee (subject to any agreed caps);
- (b) all fees, taxes (including license, documentary, stamp, excise and property taxes) and other charges payable in connection with the recording or filing of instruments and financing statements;
- (c) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to the negotiation and closing of this transaction (with any travel expenses requiring prior notice to the Borrower);
- (d) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to any release of any Collateral or the delivery of the Aircraft contemplated hereby (including the reasonable fees, expenses and disbursements of legal counsel and with any travel expenses requiring prior notice to the Borrower); and
- (e) each Agent's and each Lender's reasonable out-of-pocket costs and expenses relating to any waiver, amendment, modification or enforcement of the Operative Documents (including (i) the reasonable fees, expenses and disbursements of legal counsel, (ii) any travel expenses requiring prior notice to the Borrower and (iii) for the avoidance of doubt, costs and expenses reasonably incurred by the Facility Agent in responding to, evaluating, negotiating or complying with Clause 5.14).

18. **CONFIDENTIALITY**

Each of the Lenders and each Agent covenants and agrees to keep confidential, and not to disclose to any third parties, the Operative Documents and all non-public information

received by it from the Borrower, Airbus or the Engine Manufacturer pursuant to the Operative Documents or the Assigned Purchase Agreement or an Engine Agreement, if any is so delivered, provided that, to the extent permitted by any applicable confidentiality agreement with Airbus or the Engine Manufacturer, such information may be made available:

- (a) to any transferee or participant (or any prospective transferee or participant) of a Lender's Commitments, Loan or Loan Certificates or the Security Trustee's respective interest in the Collateral, in each case so long as such transferee or participant (or prospective transferee or participant) first executes and delivers to the respective Lender a confidentiality agreement consistent with the foregoing or is otherwise bound by a substantially similar obligation of confidentiality;
- (b) to any Lender's counsel or independent certified public accountants, independent insurance advisors or other agents who agree to hold such information confidential on the terms provided;
- (c) as may be required by Applicable Law or by any statute, court or administrative order or decree or governmental ruling or regulation (or, in the case of any Lender, to any bank examiner, regulatory authorities or self-regulatory bodies with jurisdiction or oversight over such Lender and its Affiliates or other regulatory personnel);
- (d) as may be necessary for purposes of enforcement of any Operative Document;
- (e) to any Lender's Affiliates and to its and its Affiliates' officers, directors, employees, representatives and legal counsel, and to any actual or prospective party to any swap, derivative or other transactions under which payments are to be made in connection with this Agreement or the payments hereunder; provided that such persons agree to hold such information confidential on the terms provided and any such disclosure is on a "need to know" basis.

Notwithstanding anything to the contrary herein or in any other Operative Document, none of Borrower, Frontier Airlines, Frontier Holdings or the Facility Agent shall be required to provide any confidential information (including any copy of any related Engine Agreement) to any Lender regarding any Engine manufactured by CFM International, Inc. unless such Lender has entered into a non-disclosure agreement with CFM International, Inc. with respect to such confidential information.

19. MISCELLANEOUS

- 19.1 The representations, warranties, indemnities and agreements of the Borrower provided for in this Agreement and each party's obligations under any and all thereof, shall survive the expiration or other termination of this Agreement or any other Operative Document, except as expressly provided herein or therein.

19.2 This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by e-mail (PDF) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. A party's electronic signature (complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law) shall have the same validity and effect as a signature affixed by the party's hand. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified, except by an instrument in writing signed by the party or parties thereto.

19.3

- (a) This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns including each successive holder of any Loan Certificate(s) issued and delivered pursuant to this Agreement. Each Lender, by its acceptance of its Loan Certificate, agrees to be bound by all of the provisions of this Agreement and the other Operative Documents applicable to a Lender.
- (b) The Borrower may not assign any of its rights or obligations under this Agreement or the other Operative Documents except to the extent expressly provided thereby.
- (c) (i) Each Lender, at no cost to any Obligor, may assign any of its Loans, its Loan Certificates and its Commitments to any Person with, unless a Default is continuing, the consent of the Borrower and the Guarantors, in each case, such consent not to be unreasonably withheld or delayed; provided that (i) each such assignment by a Lender of its Loans, Loan Certificates and Commitment shall be made in such manner so that the same portion of its Loans, Loan Certificates and Commitment is assigned to the respective assignee; (ii) no assignment shall be permitted if such would result in the Borrower or any Guarantor incurring any increased liability or cost under the Operative Documents as a result of such assignment based on laws in effect as of the date of such arrangement; and (iii) such assignment shall be effected by the execution and delivery by the assignee and assignor of an agreement in the form of the Loan Assignment Agreement attached as Exhibit B hereto. Upon execution and delivery by the assignee to the Borrower, the Facility Agent and the Security Trustee of the Loan Assignment Agreement pursuant to which such assignee agrees to become a "Lender" hereunder (if not already a Lender) having the Commitment and/or Loan amount specified in such instrument, and upon consent thereto by the Borrower and, the Facility Agent, to the extent required above, the assignee shall have, to the extent of such assignment (unless otherwise provided in such assignment with the consent of the Borrower, the Security Trustee and the

Facility Agent), the obligations, rights and benefits of a Lender hereunder holding the Commitment and/or Loan (or portions thereof) assigned to it (in addition to the Commitment and Loan, if any, theretofore held by such assignee) and the assigning Lender shall, to the extent of such assignment, be released from the Commitment (or portion thereof) so assigned.

(ii) So long as no Default or Event of Default has occurred and is continuing, the Borrower, at its sole cost and expense, may request the Lenders or other financial institutions reasonably acceptable to the Facility Agent (each, an "**Additional Lender**") to provide additional Commitments pursuant to a Facility Increase Amendment (collectively, the "**Additional Commitments**") to be incorporated into this Agreement; provided that in no event shall the aggregate amount of all Loans and Commitments exceed [***]. From and after the date of effectiveness of any Facility Increase Amendment, the Commitment of each applicable Lender shall be amended pursuant to the Facility Increase Amendment and any Additional Lender not previously party hereto shall have the Commitment specified in the Facility Increase Amendment and shall become a party hereto and have the rights and obligations of a Lender under this Agreement and the other Operative Documents. Any requirements contained in this Agreement in respect of minimum borrowing, pro rata borrowing and pro rata payments shall not apply to the transactions effected pursuant to the immediately preceding sentence.

- (d) Each Lender may sell or agree to sell to one or more other Persons a participation in all or any part of the Loan held by it, or in its Commitments, in which event each purchaser of a participation (a "**Participant**") shall be entitled to the rights and benefits of the provisions hereof with respect to its participation in such Loan and Commitments as if such Participant were a "Lender" for purposes hereof. In no event shall a Lender that sells a participation agree with the Participant to take or refrain from taking any action hereunder or under any other Operative Document except that such Lender may agree with the Participant that it will not, without the consent of the Participant, agree to (i) increase or extend the term, or extend the time or waive any requirement for the reduction or termination, of such Lender's Commitment, (ii) extend the date fixed for the payment of regularly scheduled principal or interest on the Loan or any portion of any fee hereunder payable to the Lender, (iii) reduce the amount of any such payment of principal or (iv) reduce the rate at which interest is payable thereon, or any fee hereunder payable to the Lenders, to a level below the portion of such rate or fee which the Participant is entitled to receive.
- (e) In addition to the assignments and participations permitted under the foregoing provisions of this Clause 19.3(b), any Lender may assign and pledge all or any portion of its Loan and its Loan Certificates to any Federal Reserve Bank as collateral security pursuant to Regulation A and any Operating Circular issued by such Federal Reserve Bank provided that neither the Borrower nor any Guarantor

would incur an increased liability or cost under the Operative Documents as a result of such arrangement or pledge based on laws in effect at the time of such sale. No such assignment shall release the assigning Lender from its obligations hereunder.

- (f) Notwithstanding the above, a Lender may not assign or transfer all or any portion of its Loan, Commitment or any Loan Certificate or interest therein in violation of the Securities Act or applicable foreign or state securities laws.

19.4 The words “execution,” “signed,” “signature,” and words of like import in this Agreement and the other Operative Documents shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

20. LIMITATION OF SECURITY TRUSTEE LIABILITY

It is expressly understood and agreed by the parties that (A) this document is executed and delivered by Bank of Utah, not individually or personally, but solely as Security Trustee, (B) each of the representations, undertakings and agreements herein made on the part of the Security Trustee is made and intended not as personal representations, undertakings and agreements by Bank of Utah, but only in its capacity as Security Trustee for the Facility Agent and the Lenders, (C) nothing herein contained shall be construed as creating any liability on Bank of Utah, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (D) under no circumstances shall Bank of Utah be personally liable for the payment of any indebtedness or expenses of the Lenders or the Facility Agent or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Security Trustee under this Agreement, the Operative Documents or any other related documents excluding, in each case, gross negligence, willful misconduct or simple negligence in the handling of money by the Security Trustee for which it shall be liable in its individual capacity.

21. LIMITATION ON LIABILITY

21.1 Notwithstanding anything contained in this Agreement to the contrary, recourse against the Borrower with respect to this Agreement shall be limited to the assets of the Borrower, as they may exist from time to time and each of the Security Trustee, the Facility Agent and the Lenders agree not to seek before any court or Governmental Entity to have any shareholder (except for each Guarantor), director or officer of the Borrower, held liable, in their personal or individual capacities, for any actions or inactions of the

Borrower or any obligations or liability of the Borrower under this Agreement other than in the case of gross negligence or willful misconduct.

21.2 Each of the Security Trustee, the Facility Agent and the Lenders agree that with respect to any actions or inactions of the Borrower or any obligations or liability of the Borrower under this Agreement, it shall not commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction relating to the bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution or analogous relief with respect to the Borrower.

21.3 Nothing in this Clause 21 shall:

21.3.1 be construed to limit the exercise of remedies pursuant to this Agreement in accordance with its terms; or

21.3.2 be construed to waive, release, reduce, modify or otherwise limit the obligations and liabilities of any guarantor of the Borrower's obligations or liabilities hereunder.

21.4 The provisions of this Clause 21 shall survive the termination of this Agreement.

22. CONTRACTUAL RECOGNITION OF BAIL-IN

Notwithstanding anything to the contrary in any Operative Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Operative Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

22.1 the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

22.2 the effects of any Bail-in Action on any such liability, including, if applicable:

22.2.1 a reduction in full or in part or cancellation of any such liability;

22.2.2 a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Operative Document; or

22.2.3 the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

22.3 The following definitions shall apply for the purposes of this Clause 22:

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United

Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

23. **ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCS**

To the extent that the Operative Documents provide support, through a guarantee or otherwise, for interest rate hedges or any other agreement or instrument that is a QFC (such support, **"QFC Credit Support"** and each such QFC a **"Supported QFC"**), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the **"U.S. Special Resolution Regimes"**) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Operative Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

- 23.1 In the event a Covered Entity that is party to a Supported QFC (each, a **Covered Party**) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Operative Documents that might

otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Operative Documents were governed by the laws of the United States or a state of the United States.

As used in this Clause 23, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following:

- (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

24. DIVISIONS

For all purposes under the Operative Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its equity interests at such time.

25. CERTAIN ERISA MATTERS

- 25.1 Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Facility Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other, that at least one of the following is and will be true:

- (a) such Lender is not using “*plan assets*” (within the meaning of 29 CFR §2510.3-101, as modified by *Section 3(42)* of ERISA, or otherwise) of one or more Benefit Plans in connection with the Borrowings,
- (b) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Borrowings and this Agreement,
- (c) (A) such Lender is an investment fund managed by a “*Qualified Professional Asset Manager*” (within the meaning of *Part VI* of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Borrowings and this Agreement, (C) the entrance into, participation in, administration of and performance of the Borrowings and this Agreement satisfies the requirements of *subsections (b) through (g) of Part I* of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of *subsection (a) of Part I* of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Borrowings and this Agreement, or
- (d) such other representation, warranty and covenant as may be agreed in writing between the Facility Agent, in its sole discretion, and such Lender.

25.2 In addition, unless either (x) subclause (a) in the immediately preceding Clause 25.1 is true with respect to a Lender or (y) a Lender has not provided another representation, warranty and covenant as provided in subclause (d) in the immediately preceding Clause 25.1, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Facility Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Obligor, that the Facility Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Borrowings, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Facility Agent under this Agreement, any Operative Document or any documents related hereto or thereto).

26. NO ADVISORY OR FIDUCIARY RESPONSIBILITY

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Operative Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Affiliates, the Facility Agent or any Lender is intended to be or has been created in respect of the transactions contemplated hereby or by the other Operative Documents, irrespective of whether the Facility Agent, or any Lender has advised or is advising the Borrower or its Affiliates on other matters, (ii) the arranging and other services regarding this Agreement provided by the Facility Agent and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Facility Agent and the Lenders, on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Operative Documents; and (b) (i) the Facility Agent and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or its Affiliates, or any other Person; (ii) none of the Facility Agent and the Lenders has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Operative Documents; and (iii) the Facility Agent and the Lenders and their respective branches and Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Facility Agent and the Lenders has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Applicable Law, the Borrower hereby waives and releases any claims that it may have against any of the Facility Agent and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

27. RIGHT OF SETOFF

If an Event of Default shall have occurred and be continuing, each Lender, and each of their respective branches and Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by such Lender or any such branch or Affiliate, to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Operative Document to such Lender or its respective branches or Affiliates, irrespective of whether or not such Lender, branch or Affiliate shall have made any demand under this Agreement or any other Operative Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch

office or Affiliate of such Lender different from the branch office or Affiliate holding such deposit or obligated on such indebtedness. The rights of each Lender and their respective branches and Affiliates under this Section 27 are in addition to other rights and remedies (including other rights of setoff) that such Lender or its respective branches or Affiliates may have. Each Lender agrees to notify the Borrower and the Facility Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER

VERTICAL HORIZONS, LTD., Borrower

By: /s/ Rachel Fisher
Name: Rachel Fisher
Title: Director

SECURITY TRUSTEE

BANK OF UTAH, not in its individual capacity but solely as Security Trustee

By: /s/ Jon Croasmun
Name: Jon Croasmun
Title: Senior Vice President

FACILITY AGENT

BANK OF UTAH as Facility Agent

By: /s/ Jon Croasmun
Name: Jon Croasmun
Title: Senior Vice President

LENDERS

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Suzan Onal
Name: Suzan Onal
Title: Director

CREDIT AGRICOLE CIB, as a Lender

By: /s/ Cecilia Park
Name: Cecilia Park
Title: Managing Director

By: /s/ Mark McGarrigle
Name: Mark McGarrigle
Title: Director

NATIXIS, NEW YORK BRANCH, as a Lender

By: /s/ Nicholas Lebonitte
Name: Nicholas Lebonitte
Title: Vice President

By: /s/ Yevgeniya Levitin
Name: Yevgeniya Levitin
Title: Managing Director

Schedule I
NOTICE & ACCOUNT INFORMATION

Lenders Deutsche Bank AG New York Branch
 1 Columbus Circle, New York, NY 10019
 Email: ###;
 ###

 Credit Agricole CIB
 1301 Avenue of the Americas
 New York, NY 10019
 Email: ###, ###, ###, with copy to ### and ###

 Natixis, New York Branch
 1251 Avenue of the Americas
 New York, NY 10020
 Email: ###;
 ###

Facility Agent BANK OF UTAH
 50 South 200 East, Suite 110
 Salt Lake City, Utah 84111
 Telephone: ###
 Facsimile: ###
 Email: ###

Account Details: Bank Name: Bank of Utah
 Address: 2605 Washington Blvd
 Ogden, UT 87701

 Swift Code: ###

 ABA: ###

 Account Name: ###

 Account No.: ###

 Reference: ###

**SCHEDULE II
COMMITMENTS**

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

**SCHEDULE III
ADVANCES**

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

**SCHEDULE IV
THE FACILITY AGENT**

1. Appointment of the Facility Agent

- 1.1 Each of the Lenders appoints the Facility Agent to act as its agent under and in connection with the Operative Documents.
- 1.2 Each of the Lenders authorizes the Facility Agent to exercise the rights, powers, authorities and discretions specifically given to the Facility Agent under or in connection with the Operative Documents together with any other incidental rights, powers, authorities and discretions.
- 1.3 Unless expressly provided otherwise in the Operative Documents, each of the Lenders shall exercise its rights through the Facility Agent or the Security Trustee.

2. Duties of the Facility Agent

- 2.1
 - (a) The Facility Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Facility Agent for that Party by any other Party.
 - (b) Paragraph (a) above shall not apply to any assignment agreement executed pursuant to clause 19.3(b)(i) or (ii).
- 2.2 The Facility Agent shall promptly forward to each of the Lenders a copy of any document or notice which is delivered to the Facility Agent by the Security Trustee.
- 2.3 If the Facility Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the Lenders.
- 2.4 The Facility Agent shall promptly notify the Lenders of any Default (in relation to which it has actual knowledge) arising under Clause 4(a) (*Non Payment*) of the Mortgage.
- 2.5 The Facility Agent's duties under the Operative Documents are solely mechanical and administrative in nature.
- 2.6 Except where an Operative Document expressly and specifically provides otherwise, the Facility Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

3. **No fiduciary duties**

3.1 Nothing in this Agreement constitutes the Facility Agent as a trustee or fiduciary of any other Person.

3.2 The Facility Agent shall not be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

4. **Business with the Borrower**

The Facility Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

5. **Rights and discretions of the Facility Agent**

5.1 The Facility Agent may rely on:

- (a) any representation, notice or document believed by it to be genuine, correct and appropriately authorized; and
- (b) any statement made by a director, authorized signatory or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify.

5.2 The Facility Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:

- (a) no Default has occurred (unless it has actual knowledge of a Default arising under clause 4(a) ~~Non-Payment~~ of the Mortgage); and
- (b) any right, power, authority or discretion vested in any Party or the Majority Lenders has not been exercised.

5.3 The Facility Agent may engage, pay for and rely on the advice or services of any lawyers, accountants, surveyors or other experts **provided that** such engagement shall not cause any additional expense or cost to the Borrower or any Guarantor unless approved in advance in writing by either such Guarantor.

5.4 The Facility Agent may act in relation to the Operative Documents through its personnel and agents.

5.5 The Facility Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

5.6 Notwithstanding any other provision of any Operative Document to the contrary, the Facility Agent is not obliged to do or omit to do anything if it would or might in its

reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.

6. Majority Lenders' instructions

- 6.1 Unless a contrary indication appears in an Operative Document, the Facility Agent shall act in accordance with any instructions given to it by the Majority Lenders (or, if so instructed by the Majority Lenders, refrain from acting or exercising any right, power, authority or discretion vested in it as Facility Agent) and shall not be liable for any act (or omission) if it acts (or refrains from taking any action) in accordance with such an instruction of the Majority Lenders.
- 6.2 Unless a contrary indication appears in an Operative Document, any instructions given by the Majority Lenders will be binding on all the Lenders.
- 6.3 The Facility Agent may refrain from acting in accordance with the instructions of the Majority Lenders (or, if appropriate, the Lenders) until it has received such security as it may require for any cost, loss or liability (together with any associated VAT) which it may incur in complying with the instructions.
- 6.4 In the absence of instructions from the Majority Lenders, (or, if appropriate, the Lenders) the Facility Agent may act (or refrain from taking action) as it considers to be in the best interest of the Lenders.
- 6.5 The Facility Agent is not authorized to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Operative Document.

7. Responsibility for documentation

The Facility Agent is not (i) responsible for the legality, validity, effectiveness, adequacy or enforceability of any Operative Document or any other agreement, arrangement or document entered into, made or executed in anticipation of or in connection with any Operative Document or (ii) responsible for any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by Applicable Law or regulation relating to insider dealing or otherwise, unless the Facility Agent is informed by the Borrower or any Guarantor in writing that specific information being provided to the Facility Agent is non-public information.

8. Exclusion of liability

- 8.1 Without limiting sub-clause 8.2, the Facility Agent will not be liable for any action taken by it under or in connection with any Operative Document, unless directly caused by its gross negligence or willful misconduct.

- 8.2 No Party may take any proceedings against any officer, employee or agent of the Facility Agent in respect of any claim it might have against the Facility Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Operative Document and any officer, employee or agent of the Facility Agent may rely on this sub-clause. Any third party referred to in this sub-clause 8.2 may enjoy the benefit of and enforce the terms of this sub-clause 8.2.
- 8.3 The Facility Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Operative Documents to be paid by the Facility Agent if the Facility Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Facility Agent for that purpose.
- 8.4 Nothing in this Agreement shall oblige the Facility Agent to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Facility Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Facility Agent.

9. Lenders' indemnity to the Facility Agent

Each Lender shall (in proportion to its share of the total Commitments or, if the total Commitments are then zero, to its share of the total Commitments immediately prior to their reduction to zero) indemnify the Facility Agent, within [***] of demand, against any cost, loss or liability incurred by the Facility Agent (otherwise than by reason of the Facility Agent's gross negligence or willful misconduct) in acting as Facility Agent under the Operative Documents (unless the Facility Agent has been reimbursed by the Borrower pursuant to an Operative Document).

10. Resignation of the Facility Agent

- 10.1 The Facility Agent may resign and appoint one of its Affiliates as successor by giving notice to the other Finance Parties and the Borrower.
- 10.2 Alternatively, the Facility Agent may resign with the consent of the Borrower (such consent not to be unreasonably withheld or delayed and **provided that**, such consent shall not be required if there shall have occurred and be continuing an Event of Default) by giving notice to the Lenders, in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Facility Agent.
- 10.3 If the Majority Lenders have not appointed a successor Facility Agent in accordance with sub-clause 10.2 within [***] after notice of resignation was given, the Facility Agent (after consultation with the Borrower) may appoint a successor Facility Agent.
- 10.4 The retiring Facility Agent shall, at its own cost, make available to the successor Facility Agent such documents and records and provide such assistance as the successor Facility

Agent may reasonably request for the purposes of performing its functions as Facility Agent under the Operative Documents.

- 10.5 The Facility Agent's resignation notice shall only take effect upon the appointment of a successor.
- 10.6 Upon the appointment of a successor, the retiring Facility Agent shall be discharged from any further obligation in respect of the Operative Documents but shall remain entitled to the benefit of this Clause 10. Its successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- 10.7 With (prior to the occurrence of an Event of Default that is continuing) the consent of the Borrower (such consent not to be unreasonably withheld or delayed), the Majority Lenders may, by notice to the Facility Agent, require it to resign in accordance with sub-clause 10.2. In this event, the Facility Agent shall resign in accordance with sub-clause 10.2.

11. Confidentiality

- 11.1 In acting as agent for the Lenders, the Facility Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- 11.2 If information is received by another division or department of the Facility Agent, it may be treated as confidential to that division or department and the Facility Agent shall not be deemed to have notice of it.
- 11.3 Notwithstanding any other provision of any Operative Document to the contrary, the Facility Agent is not obliged to disclose to any other person any confidential information or any other information if the disclosure would or might in its reasonable opinion constitute a breach of any law or a breach of a fiduciary duty.

12. Relationship with the Lenders

The Facility Agent may treat each Lender as a Lender, entitled to payments under this Agreement and acting through its Facility Office unless it has received not less than [***] prior notice from that Lender to the contrary in accordance with the terms of this Agreement.

13. Credit appraisal by the Lenders

Without affecting the responsibility of the Obligors for information supplied by it or on its behalf in connection with any Operative Document and the transactions contemplated thereby, each Lender confirms to the Facility Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all

risks arising under or in connection with any Operative Document including but not limited to:

- 13.1 the financial condition, status and nature of the Obligors;
- 13.2 the legality, validity, effectiveness, adequacy or enforceability of any Operative Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document;
- 13.3 whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Operative Document, the transactions contemplated by the Operative Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document; and
- 13.4 the adequacy, accuracy and/or completeness of any information provided by any Party or by any other person under or in connection with any Operative Document, the transactions contemplated by the Operative Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Operative Document.

14. **Written Directions**

The Borrower shall be entitled to rely on any written direction believed by it (acting reasonably) to be given by the Facility Agent or the Security Trustee, as the case may be, as having been authorized, to the extent required by this Agreement, by all the Finance Parties.

15. **Erroneous Payments**

- 15.1 If the Facility Agent (x) notifies a Lender, the Security Trustee, or any Person who has received funds on behalf of a Lender, the Security Trustee (any such Lender, the Security Trustee or other recipient (and each of their respective successors and assigns), a "**Payment Recipient**") that the Facility Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding Clause 15.2) that any funds (as set forth in such notice from the Facility Agent) received by such Payment Recipient from the Facility Agent or any of its Affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, the Security Trustee or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Facility Agent pending its return or repayment as contemplated below in this Clause 15 and held in trust for the benefit of the Facility Agent, and such Lender or Security Trustee shall (or, with respect to any Payment

Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than [***] thereafter (or such later date as the Facility Agent may, in its sole discretion, specify in writing), return to the Facility Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by the Facility Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Facility Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Facility Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Facility Agent to any Payment Recipient under this Clause 15.1 shall be conclusive, absent manifest error.

15.2 Without limiting immediately preceding Clause 15.1, each Lender, the Security Trustee or any Person who has received funds on behalf of a Lender or the Security Trustee (and each of their respective successors and assigns), agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Facility Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by the Facility Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Facility Agent (or any of its Affiliates), or (z) that such Lender, Issuing Bank or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

- (a) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from the Facility Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and
- (b) such Lender or Security Trustee shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within [***] of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify the Facility Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Facility Agent pursuant to this Clause 15.2(b).

For the avoidance of doubt, the failure to deliver a notice to the Facility Agent pursuant to this Clause 15.2(b) shall not have any effect on a Payment Recipient's obligations pursuant to Clause 15.2(a) or on whether or not an Erroneous Payment has been made.

- 15.3 Each Lender, Issuing Bank or Secured Party hereby authorizes the Facility Agent to set off, net and apply any and all amounts at any time owing to such Lender or Financing Party under any Operative Document, or otherwise payable or distributable by the Facility Agent to such Lender or Financing Party under any Operative Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Facility Agent has demanded to be returned under immediately preceding Clause 15.1.
- 15.4 (i) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Facility Agent for any reason, after demand therefor in accordance with immediately preceding Clause 15.1, from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Facility Agent's notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto), (A) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Facility Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Facility Agent in such instance)), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption Agreement (or, to the extent applicable, an agreement incorporating an Assignment and Assumption Agreement by reference pursuant to an approved electronic platform as to which the Facility Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender shall deliver any Loan Certificates evidencing such Loans to the Borrower or the Facility Agent (but the failure of such Person to deliver any such Notes shall not affect the effectiveness of the foregoing assignment), (B) the Facility Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment, (C) upon such deemed acquisition, the Facility Agent as the assignee Lender shall become a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender, (D) the Facility Agent and the Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment, and (E) the Facility Agent will reflect in the Certificate Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement.

(ii) The Facility Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Facility Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Facility Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such Loans are then owned by the Facility Agent) and (y) may, in the sole discretion of the Facility Agent, be reduced by any amount specified by the Facility Agent in writing to the applicable Lender from time to time.

- 15.5 The parties hereto agree that (x) irrespective of whether the Facility Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Facility Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a Lender, Issuing Bank or Secured Party, to the rights and interests of such Lender, Issuing Bank or Secured Party, as the case may be) under the Operative Documents with respect to such amount (the **"Erroneous Payment Subrogation Rights"**) (provided that the Obligors' Secured Obligations under the Operative Documents in respect of the Erroneous Payment Subrogation Rights shall not be duplicative of such Secured Obligations in respect of Loans that have been assigned to the Facility Agent under an Erroneous Payment Deficiency Assignment) and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Secured Obligations owed by the Borrower or any other Loan Party; provided that this Clause 15 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Borrower relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Facility Agent; provided, further, that for the avoidance of doubt, immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Facility Agent from the Borrower for the purpose of making such Erroneous Payment.
- 15.6 To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Facility Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on "discharge for value" or any similar doctrine.

- 15.7 Each party's obligations, agreements and waivers under this Clause 15 shall survive the resignation or replacement of the Facility Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Operative Document.

SCHEDULE V
THE SECURITY TRUSTEE

1. Acceptance of Trusts

The Security Trustee hereby confirms its acceptance of the trusts created under the Mortgage and the other Operative Documents and covenants and agrees to perform and observe all of its covenants and undertakings set forth in this Agreement, the Mortgage and the other Operative Documents, which shall govern the duties and responsibilities of the Security Trustee to the Finance Parties. The parties hereto agree that Bank of Utah, in its capacity as Security Trustee, acts hereunder solely as security trustee as herein provided and not in its individual capacity except as otherwise herein provided.

2. Duties and Responsibilities of the Security Trustee to the Finance Parties

- 2.1 In the event the Security Trustee shall have knowledge of an Event of Default (which shall not have been cured), the Security Trustee shall give prompt written notice of such Event of Default to the Facility Agent. Subject to the provisions of sub-clause 3.3 of this Schedule V, the Security Trustee shall take such action with respect to any Event of Default as the Security Trustee shall be instructed in writing by the Majority Lenders. If the Security Trustee shall not have received instructions as above provided within [***] after the mailing of notice of such Event of Default the Security Trustee shall, subject always to instructions received thereafter pursuant to the preceding sentence, take such action, or refrain from taking such action, but shall be under no duty to take or refrain from taking any action, with respect to such Event of Default as it shall determine advisable in the best interests of the Finance Parties and shall use the same degree of care and skill in connection therewith as a prudent person would use under the circumstances in the conduct of his or her own affairs. In the absence of actual knowledge of an officer in the "Corporate Trust Department" or its equivalent of the Security Trustee, the Security Trustee shall not be deemed to have knowledge of an Event Default unless notified in writing of such Event of Default by the Facility Agent.
- 2.2 Subject to the terms of sub-clauses 2.1 and 2.3(f) of this Schedule V, with respect to the Aircraft and each Operative Document, upon the written instructions at any time and from time to time of the Majority Lenders, the Security Trustee shall take such of the following actions as may be specified in such instructions: (i) give such notice or direction or exercise such right, remedy or power hereunder or under the Operative Documents as shall be specified in such instructions; and (ii) approve as satisfactory to the Security Trustee all matters expressly required by the terms hereof or thereof to be satisfactory to the Security Trustee, it being understood that without the written instructions of the Majority Lenders the Security Trustee shall not approve any such matter as satisfactory to the Security Trustee. The Security Trustee shall execute such documents as may be required under this Agreement or any other Operative Document as may be specified from time to time in written instructions of the Majority Lenders.

- 2.3 No provision of this Agreement shall be construed to relieve the Security Trustee from liability for the Security Trustee's own grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct or the Security Trustee's simple negligence in the handling of money, except that:
- (a) the duties and obligations of the Security Trustee shall be determined solely by the express provisions of this Agreement, and the Security Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Security Trustee;
 - (b) in the exercise of good faith, the Security Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Security Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Security Trustee, the Security Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement or the other Operative Documents;
 - (c) the Security Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of it, unless it shall be proved that the Security Trustee was grossly negligent in ascertaining the pertinent facts;
 - (d) the Security Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith and without gross negligence (or simple negligence in the handling of money) in accordance with the direction in writing of the Majority Lenders, relating to the time, method and place of conducting any proceeding for any remedy available to the Security Trustee, or exercising any right or power conferred upon the Security Trustee under this Agreement, and shall not be obligated to perform any discretionary act under this Agreement without the instructions in writing of the Majority Lenders;
 - (e) the Security Trustee shall not be under any obligation to exercise any rights or powers or take any other action upon the instructions of the Majority Lenders (including, without limitation, the insuring, taking care of or taking possession of the Aircraft or any Engine), and no provision of this Agreement shall require the Security Trustee to expend or risk its own funds or otherwise incur any financial liability, unless and until the Security Trustee shall have been fully indemnified by any person reasonably acceptable to the Security Trustee against all liability and expense in connection with the exercise of such right or power or the taking of such other action; and
 - (f) the Security Trustee shall have a claim and Lien upon, the Collateral and this Agreement and the Assigned Purchase Agreement prior to the other Finance Parties for any costs or expenses incurred by the Security Trustee acting in

accordance with written instructions from Facility Agent and for which the Security Trustee shall not have been reimbursed.

- 2.4 Promptly upon receipt by the Security Trustee from either Obligor of the financial statements, reports and other documents to be furnished by either Obligor pursuant to this Agreement or pursuant to the other Operative Documents, if any, and of all other notices and documents to be delivered by the Obligors to the Security Trustee pursuant to the other Operative Documents, the Security Trustee shall furnish copies thereof to the Facility Agent, unless such notices and documents have previously been so provided.

3. Certain Rights of the Security Trustee

Except as otherwise provided above:

- 3.1 the Security Trustee may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, trust certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;
- 3.2 whenever in the administration of this Agreement the Security Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Security Trustee (unless other evidence be herein specifically prescribed) may, in the exercise of good faith on its part, rely on a certificate of a responsible officer of any Person;
- 3.3 the Security Trustee may consult with counsel, and the written advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in reliance thereon;
- 3.4 the Security Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement; and
- 3.5 in furtherance of any trust created hereby, the other Finance Parties shall provide the Security Trustee with all such further documents as the Security Trustee may reasonably request from time to time, in order to give effect to the trust created hereby.

4. Application of Debt Service and Other Payment

To the extent received and subject to Clause 5 (*Funds May Be Held by Security Trustee*) of this Schedule V, the Security Trustee covenants and agrees to apply all payments received by it under this Agreement and the other Operative Documents when and as the same shall be received in the order of priorities specified in Clause 5.4 (*Distribution of Funds Received*) of this Agreement.

5. **Funds May Be Held by Security Trustee**

Any monies, proceeds from any Collateral, until at any time paid to or property held by the Security Trustee as part of the Collateral, paid out by the Security Trustee as herein provided, shall be held by the Security Trustee on deposit in an Eligible Account, and the Security Trustee shall (unless an Event of Default shall have occurred and be continuing) account to the Borrower for interest upon any such monies so held or shall invest such monies in Cash Equivalents.

6. **Security Trustee Not Liable for Delivery Delays or Defects in the Aircraft or Title or any Operative Document; May Perform Duties by Other Finance Parties; Reimbursement of Expenses; Holding of the Operative Documents; Monies Held in Trust**

- 6.1 Except as otherwise provided in Clause 2 (*Duties and Responsibilities of the Security Trustee*) of this Schedule V above, the Security Trustee shall not be liable to any Person for any delay in the delivery of the Aircraft, or for any default on the part of Airbus or the Borrower, or for any defect in the Aircraft or in the title thereto or any Operative Document, nor shall anything herein be construed as a warranty on the part of the Security Trustee in respect thereof or as a representation on the part of the Security Trustee in respect of the value thereof, or in respect of the title thereto or adequacy thereof, except to the extent provided in sub-clause 6.2 of this Schedule V.
- 6.2 Except as otherwise provided in Clause 2 of this Schedule V (*Duties and Responsibilities of the Security Trustee*) above, the Security Trustee may perform its powers and duties hereunder by or through such attorneys, agents and servants as it shall appoint, and shall be answerable for only its own acts, gross negligence, willful misconduct (or mere negligence in the handling of money), and not for the default or misconduct of any attorney, agent or servant appointed by it with due care. The Security Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement or any other Operative Document.
- 6.3 Subject to any limitations set forth in a Fee Letter, the Security Trustee shall be entitled to receive payment of its reasonable expenses and disbursements hereunder (except expenses and disbursements incurred pursuant to sub-clause 8.1 of this Schedule V but including its expenses and disbursements in connection with the enforcement of its rights as Security Trustee for the relevant Collateral, in enforcing remedies hereunder, under the Agreement or under the other Operative Documents, or in collecting upon, maintaining, refurbishing or preparing for sale any portion of the Collateral) and to receive compensation for all services rendered by it in performing its duties in accordance with the terms of this Agreement. All such fees, expenses and disbursements shall be paid by the Borrower (unless paid by a Guarantor) in accordance with the relevant Fee Letter.
- 6.4 Any monies or proceeds from any Collateral at any time held by the Security Trustee hereunder or any other Operative Document shall, until paid out by the Security Trustee

as herein provided, be held by it in trust as herein provided for the benefit of the Finance Parties.

7. Successor Security Trustee

7.1 Persons Eligible for Appointment as Security Trustee

There shall at all times be a Security Trustee hereunder, which shall be a banking institution, trust company or corporation having a combined capital and surplus of at least [***], and in the case of a corporation, which is authorized under Applicable Law to exercise corporate trust powers and is subject to supervision or examination by federal or state banking authority. If any such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Clause 7.1, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Security Trustee shall cease to be eligible in accordance with the provisions of this Clause 7.1, the Security Trustee shall resign immediately in the manner and with the effect specified in Clause 8 (*Resignation and Removal; Appointment of Successor Security Trustee*) of this Schedule V below.

8. Resignation and Removal; Appointment of Successor Security Trustee

- 8.1 The Security Trustee may at any time resign by giving written notice of resignation to the Facility Agent, with a copy to the Borrower and the Facility Agent shall promptly notify the Lenders thereof. Upon receipt by the Lenders of such written notice of resignation, the Lenders shall promptly appoint a successor agent, by written instrument, which successor shall be reasonably acceptable to the Borrower so long as no Event of Default shall have occurred and be continuing, in which case, one copy of which instrument shall be delivered to the Security Trustee so resigning, one copy to the successor agent and one copy to each of the Finance Parties. If no successor agent shall have been so appointed and have accepted appointment within [***] after the giving of such notice of resignation, the resigning agent may petition any court of competent jurisdiction for the appointment of a successor agent, or the Finance Parties may petition any such court for the appointment of a successor agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor agent reasonably acceptable to Facility Agent.
- 8.2 With the consent of the Borrower (such consent not to be unreasonably withheld or delayed), the Majority Lenders may, by notice to the Security Trustee, require it to resign in accordance with Clause 8.1 of this Schedule V. In this event, the Security Trustee shall resign in accordance with Clause 8.1 of this Schedule V.
- 8.3 Any resignation or removal of the Security Trustee and appointment of a successor trustee pursuant to any of the provisions of this Clause 8 shall become effective upon

acceptance of appointment by the successor trustee as provided in Clause 9 of this Schedule V *Acceptance of Appointment by Successor Security Trustee*) below.

9. Acceptance of Appointment by Successor Security Trustee

Any successor trustee appointed as provided in Clause 8 of this Schedule V *Resignation and Removal; Appointment of Successor Security Trustee*) above shall execute, acknowledge and deliver to the relevant beneficiaries, and to its predecessor agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the title, rights, powers, duties and obligations of its predecessor hereunder and under the Operative Documents to which its predecessor was a party, with like effect as if originally named as the "Security Trustee" herein and therein, and every provision hereof or thereof applicable to the retiring trustee shall apply to such successor trustee with like effect as if such successor trustee had been originally named herein and therein in the place and instead of the Security Trustee; but nevertheless, on the written request of a Finance Party, or of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall transfer and deliver to such successor all monies, if any, the Aircraft, the Collateral, the Operative Documents and other property held by the trustee so ceasing to act, shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act, and shall execute and deliver such instruments of transfer as may be reasonably requested by such successor trustee or required by any Applicable Law. Upon request of any such successor trustee, the relevant beneficiary shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers and recognizing the transfer of title as aforesaid, and shall do and perform any and all acts necessary to establish and maintain the title and rights of the successor trustee in and to the Aircraft, the Collateral, the Operative Documents and other property in the Collateral. Any trustee ceasing to act shall, nevertheless, retain a Security Interest upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Clause 6 of this Schedule V *(Security Trustee Not Liable for Delivery Delays or Defects in the Aircraft or Title or any Operative Document; May Perform Duties by other Finance Parties; Reimbursement of Expenses; Holding of the Operative Documents; Monies held in Trust)*. No successor trustee shall accept appointment as provided in this Clause 9 of this Schedule V *Acceptance of Appointment by Successor Security Trustee*) unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Clause 7.1 of this Schedule V *(Persons Eligible for Appointment as Security Trustee)*. Upon acceptance of appointment by a successor trustee as provided in this Clause 9 of this Schedule V such successor trustee shall mail notice of the succession of such trustee hereunder to the Finance Parties.

10. Merger or Consolidation of Security Trustee

Any corporation into which the Security Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or conversion or consolidation to which the Security Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Security Trustee, shall be the successor of the Security Trustee hereunder, provided such corporation shall be eligible under the provisions of Clause 7.1 of this Schedule V (*Persons Eligible for Appointment as Security Trustee*), without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. Appointment of Additional and Separate Security Trustees

If at any time or times the Security Trustee shall deem it necessary or prudent in order to conform to any law of any jurisdiction in which the Aircraft, the Collateral or any Operative Document shall be situated or in which any of the same is expected to be enforced, or the Security Trustee shall be advised by counsel that it is so necessary or prudent in the interest of the beneficiaries or the beneficiaries shall in writing so request the Security Trustee, the Security Trustee shall execute and deliver an agreement supplemental hereto and all other instruments and agreements necessary or proper to constitute another bank or trust company or one or more persons approved by the Security Trustee, the Facility Agent and, while no Default is continuing, the Borrower (such consent not to be unreasonably withheld or delayed) which is a reputable financial institution either to act as additional trustee or trustees of the Aircraft, the Collateral or the Operative Documents, jointly with the Security Trustee originally named herein or any successor or successors, or to act as separate agent or agents of the Aircraft, the Collateral or the Operative Documents, in any such case with such powers as may be provided in such supplemental agreement, and to vest in such bank, trust company or Person as such additional agent or separate agent, as the case may be, any property, title, right or power of the Security Trustee deemed necessary or advisable, subject to the remaining provisions of this sub-clause. The Security Trustee may execute, deliver and perform any deed, conveyance, assignment or other instrument in writing as may be required by any additional agent or separate agent for more fully and certainly vesting in and confirming to it or him any property, title, right or powers which by the terms of such supplemental agreement are expressed to be conveyed or conferred to or upon such additional agent or separate agent. Every additional agent and separate agent hereunder shall, to the extent permitted by law, be appointed and act as and be such, and the Security Trustee and its successors as the Security Trustee shall act as and be such, subject to the following provisions and conditions:

- 11.1 all powers, duties, obligations and rights conferred upon the Security Trustee in respect of the receipt, custody and payment of monies shall be exercised solely by the Security Trustee or its successor as Security Trustee;
- 11.2 all other rights, powers, duties and obligations conferred or imposed upon the Security Trustee shall be conferred or imposed upon and exercised or performed by the Security

Trustee or its successor as Security Trustee and such additional agent or agents and separate agent or agents jointly, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Security Trustee or its successor as Security Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Aircraft in any such jurisdiction) shall be exercised and performed by such additional agent or agents or separate agent or agents;

- 11.3 no power hereby given to, or which it is hereby provided may be exercised by, any such additional agent or separate agent shall be exercised hereunder by such additional agent or separate agent except jointly with, or with the consent of, the Security Trustee or its successor as Security Trustee, anything herein contained to the contrary notwithstanding; and
- 11.4 no agent hereunder shall be personally liable by reason of any act or omission of any other agent hereunder.

If at any time the Security Trustee shall deem it no longer necessary or prudent in order to conform to any such law or shall be advised by such counsel that it is no longer so necessary or prudent in the interest of the Finance Parties then the Facility Agent shall in writing so request the Security Trustee, and the Security Trustee shall execute and deliver all instruments and agreements necessary or proper to remove any additional agent or separate agent. Any additional agent or separate agent may at any time by an instrument in writing constitute the Security Trustee his agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion which he is authorized or permitted to do or exercise, for and in his behalf and in his name. In case any such additional agent or separate agent shall die, become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of such additional agent or separate agent, as the case may be, so far as permitted by law, shall vest in and be exercised by the Security Trustee, without the appointment of a new successor to such additional agent or separate agent, unless and until a successor is appointed in the manner hereinbefore provided. Any request, approval or consent in writing by the Security Trustee to any additional agent or separate agent shall be sufficient warrant to such additional agent or separate agent, as the case may be, to take such action as may be so requested, approved or consented to. Each additional agent and separate agent appointed pursuant to this Clause 11 (*Appointment of Additional and Separate Security Trustees*) shall be subject to, and shall have the benefit of, Clause 2 of this Schedule V (*Duties and Responsibilities of the Security Trustee to the Finance Parties*) and Clause 3 of this Schedule V (*Certain Rights of the Security Trustee*).

12. **Dealing with Parties**

The Security Trustee may accept deposits from, lend money to and generally engage in any kind of banking activities or other business with any party to the Operative Documents and any Affiliate of such party.

SCHEDULE VI
BFE

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

**EXHIBIT A
FUNDING NOTICE**

_____, 20__

Bank of Utah, Facility Agent

Re: **Predelivery Deposit Payment Financing for Vertical Horizons, Ltd.**

Ladies and Gentlemen:

Reference is hereby made to that certain Tenth Amended and Restated Credit Agreement dated as of _____, 2024 (the "**Credit Agreement**"; capitalized terms used herein without definition shall have the definitions specified in the Credit Agreement) entered into among Vertical Horizons, Ltd., as borrower (the "**Borrower**"), the institutions listed on Schedule I thereto, as lenders (the "**Lenders**"), Bank of Utah, not in its individual capacity but solely as Security Trustee, and Bank of Utah, as facility agent.

1. Pursuant to Clause 2.3(a) of the Credit Agreement, Borrower hereby requests a Loan in accordance with the following parameters:
 - (1) Aircraft Number: _____
 - (2) Initial Borrowing/Borrowing Date: _____
 - (3) Loan: \$_____
 - (4) Equity Contribution: \$_____
2. The Borrower confirms that all Equity Contributions for the Aircraft the subject of this Loan have been made or will be made by the Borrowing Date.
3. Please distribute the proceeds of the Loan as follows: [Insert payment instructions]
4. Borrower hereby confirms that the representations and warranties of the Borrower in clause 7 of the Credit Agreement are true and accurate on the date hereof as though made on the date hereof except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties were true and accurate on and as of such earlier date).

5. In consideration of the Lenders making their funds available on the Borrowing Date specified in this Funding Notice, in the event that the Loan does not take place on the Borrowing Date specified in this Funding Notice or in the event the Loan takes place on any Delayed Borrowing Date, the Borrower shall compensate the Lenders for their net loss on such funds, including breakage costs, if any, by paying the Lenders interest on the aggregate amount thereof (calculated on the basis of a 360-day year and actual days elapsed) at a rate equal to Term SOFR plus the Applicable Margin for the period from and including the Borrowing Date specified in this Funding Notice to but excluding the earlier of (x) the Business Day on which the Borrowing Date shall actually occur, (y) the Business Day on which the Borrower shall notify the Lenders that the Borrowing will not occur prior to the Delayed Borrowing Date (if such notice is given prior to [***] or if later, until the Business Day subsequent to such notice date), or (z) the Delayed Borrowing Date.

For the purposes of the first Loan under this Funding Notice, the Credit Agreement shall be treated as executed and delivered even if it is yet to be executed and delivered. By signing below the Borrower indemnifies the Lenders against any loss they may incur in respect of the first Loan under this Funding Notice.

The terms and provisions of this Funding Notice shall be binding upon and inure to the benefit of the Lenders and the Borrower and their successors and assigns.

THIS FUNDING NOTICE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

VERTICAL HORIZONS, LTD.

By:

Name:

Title:

EXHIBIT B
LOAN ASSIGNMENT AGREEMENT

LOAN ASSIGNMENT AGREEMENT dated as of _____, _____ between _____ (the "Assignee") and _____ (the "Assignor") [_____ (the "Borrower") and, _____ (the "Guarantors")].

RECITALS

WHEREAS, the Assignor is the holder of the Loan Certificate No. _____ dated as of _____, _____ (the "**Assignor's Loan Certificate**") issued under the Tenth Amended and Restated Credit Agreement, dated as of _____, 2024 (the "**Credit Agreement**") among Vertical Horizons, Ltd. ("**Borrower**"), the Lenders party thereto, Bank of Utah, not in its individual capacity but solely as Security Trustee, and Bank of Utah, as Facility Agent (the "**Facility Agent**");

WHEREAS, the Assignor proposes to assign to the Assignee \$_____ of the \$_____ Assignor's Loan Certificate and a pro rata portion of all of the rights and obligations of the Assignor under the Credit Agreement and the other Operative Documents (as defined below) in respect thereof, on the terms and subject to the conditions specified herein, and the Assignee proposes to accept the assignment of such rights and obligations from the Assignor on such terms and subject to such conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Definitions

Unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined.

2. Assignment

- (a) On _____, _____ (the "**Effective Date**"), and on the terms and subject to the conditions specified herein, the Assignor will sell, assign and transfer to the Assignee, without recourse to or representation, express or implied, by the Assignor (except as expressly specified in Paragraph 5 hereof), a \$_____ portion of the Assignor's Loan Certificate and a pro rata portion of the rights and obligations of the Assignor under the Credit Agreement and the other Operative Documents in respect thereof (but not with respect to any indemnity or other claim, interest thereon at the Past Due Rate and breakage amounts, if any, accrued and unpaid as of the Effective Date or thereafter payable to the Assignor in respect of the period prior to the Effective Date), and the Assignee shall accept such assignment from the Assignor and assume all of the obligations of the Assignor accruing from and after the Effective Date under the Credit Agreement

and the other Operative Documents relating to the Assignor's Loan Certificate on such terms and subject to such conditions.

- (b) Upon the satisfaction of the conditions specified in Paragraph 4, (A) the Assignee shall, on the Effective Date, succeed to the rights and be obligated to perform the obligations of a Lender under the Credit Agreement and the other Operative Documents, and (B) the Assignor shall be released from its obligations under the Credit Agreement and the other Operative Documents accrued from and after the Effective Date, in each case to the extent such obligations have been assumed by the Assignee.

3. **Payments**

As consideration for the sale, assignment and transfer contemplated in Paragraph 2 hereof, the Assignee shall pay to the Assignor, on the Effective Date, in lawful currency of the United States and in immediately available funds, to the account specified below its signature on the signature pages hereof, an amount equal to \$_____.

4. **Conditions**

This Assignment Agreement shall be effective upon the due execution and delivery of this Assignment Agreement by the Assignor and the Assignee and the effectiveness of the assignment contemplated by Paragraph 2 hereof is subject to:

- (a) the receipt by the Assignor of the payment provided for in Paragraph 3;
- (b) the delivery to the Facility Agent of the Assignor's Loan Certificate, duly endorsed for [partial] transfer to the Assignee, together with a request in the form attached hereto as Exhibit A that a new Loan Certificate be issued to the Assignee and Assignor; and
- (c) the notification by the Assignee to the Borrower of its identity and of the country of which the Assignee is a resident for tax purposes.

5. **Representations and Warranties of the Assignor**

The Assignor represents and warrants as follows:

- (a) the Assignor has full power and authority, and has taken all action necessary to execute and deliver this Assignment Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Assignment Agreement and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment Agreement, and no governmental authorizations or other authorizations are required in connection therewith;

- (b) the Assignor's interest in the Assignor's Loan Certificate is free and clear of any and all Liens created by or through the Assignor;
- (c) this Assignment Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms; and
- (d) the Assignor has received no written notice of any Default having occurred and continuing on the date of execution hereof.

6. Representations and Warranties of the Assignee

The Assignee hereby represents and warrants to the Assignor and Borrower that:

- (a) the Assignee has full power and authority, and has taken all action necessary to execute and deliver this Assignment Agreement and any and all other documents required or permitted to be executed or delivered by it in connection with this Assignment Agreement and to fulfill its obligations under, and to consummate the transactions contemplated by, this Assignment Agreement, and no governmental authorizations or other authorizations are required in connection therewith;
- (b) this Assignment Agreement constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms; and
- (c) the Assignee has fully reviewed the terms of the Operative Documents and has independently and without reliance upon the Assignor and based on such information as the Assignee has deemed appropriate, made its own credit analysis and decision to enter into this Assignment Agreement.

7. Further Assurances

The Assignor and the Assignee hereby agree to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment Agreement.

8. Governing Law

THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

9. Notices

All communications between the parties or notices in connection herewith shall be in writing, hand-delivered or sent by ordinary mail or facsimile, addressed as specified on the signature pages hereof. All such communications and notices shall be effective upon receipt.

10. **Binding Effect**

This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Integration of Terms**

This Assignment Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and other writings with respect to the subject matter hereof.

12. **Counterparts**

This Assignment Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNEE]

By:
Name:
Title:

Address for Notices:
Wire Instructions:

[ASSIGNOR]

By:
Name:
Title:

Address for Notices:
Wire Instructions:

[BORROWER]

By:
Name:
Title:

[GUARANTOR]

By:
Name:
Title:

[GUARANTOR]

By:
Name:
Title:

[GUARANTOR]

By:
Name:
Title:

EXHIBIT C
FORM OF STEP-IN AGREEMENT

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

EXHIBIT D-1
FORM OF CFM ENGINE AGREEMENT A320NEO

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

EXHIBIT D-2
FORM OF IAE ENGINE AGREEMENT A321 NEO

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

**EXHIBIT E
FORM OF LOAN CERTIFICATE**

VERTICAL HORIZONS, LTD.

LOAN CERTIFICATE

No.
Up to \$

New York, New York
[Effective Date]

Vertical Horizons, Ltd. (the "**Borrower**") hereby promises to pay to [_____] (the "**Lender**"), or registered transferees, the principal sum of _____ (\$_____), or, if less, the aggregate unpaid principal amount of all Loans made by Lender to Borrower pursuant to that certain Tenth Amended and Restated Credit Agreement dated as of _____, 2023 (the "**Credit Agreement**") among the Borrower, Bank of Utah, not in its individual capacity but solely as security trustee as Security Trustee, and Bank of Utah, as Facility Agent (the "**Facility Agent**") and certain lenders named therein, payable in full on the final Termination Date, together with interest on the unpaid principal amount hereof from time to time outstanding from and including the Original Signing Date until such principal amount is paid in full. The applicable interest rate for the Loans evidenced by this note can vary in accordance with the definition of "Applicable Rate" in the Credit Agreement. Interest shall accrue with respect to each Interest Period at the Applicable Rate in effect for such Interest Period and shall be payable in arrears on each Interest Payment Date and on the date this Loan Certificate is paid in full. This Loan Certificate shall bear interest at the Past Due Rate on any principal hereof, and, to the extent permitted by Applicable Law, interest and other amounts due hereunder, not paid when due (whether at stated maturity, by acceleration or otherwise), for any period during which the same shall be overdue, payable on demand by the Lender.

Interest shall be payable with respect to the first but not the last day of each Interest Period and shall be payable from (and including) the date of a Loan or the immediately preceding Interest Payment Date, as the case may be, to (and excluding) the next succeeding Interest Payment Date. Interest shall be calculated on the basis of a year of 360 days and actual number of days elapsed. If any sum payable hereunder falls due on a day which is not a Business Day, then such sum shall be payable on the next succeeding Business Day.

Borrower hereby acknowledges and agrees that this note is one of the Loan Certificates referred to in, evidences indebtedness incurred under, and is subject to the terms and provisions of, the Credit Agreement including, without limitation, the repayment in full of the Loans made in respect of an Aircraft upon the Delivery Date of such Aircraft in accordance with Clauses 5.2(d) and 5.9(a) of the Credit Agreement. The Credit Agreement, to which reference is hereby explicitly made, sets forth said terms and provisions, including those under which this Loan Certificate may or must be paid prior to its due date or may have its due date accelerated.

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

All payments of principal, the breakage costs, if any, and interest and other amounts to be made to the Lender or under the Credit Agreement and that certain Tenth Amended and Restated Mortgage and Security Agreement dated as of _____, 2024 (as amended or supplemented from time to time, the "**Mortgage**") among the Borrower, the Facility Agent and the Security Trustee, shall be made in accordance with the terms of the Credit Agreement and the Mortgage.

Principal and interest and other amounts due hereon shall be payable in Dollars in immediately available funds prior to [***], on the due date thereof, to the Facility Agent and the Facility Agent shall, subject to the terms and conditions of the Credit Agreement and the Mortgage, remit all such amounts so received by it to the Lender in accordance with the terms of the Credit Agreement and the Mortgage at such account or accounts at such financial institution or institutions situated in New York as the Lender hereof shall have designated to the Facility Agent in writing, in immediately available funds. In the event the Facility Agent shall fail to make any such payment as provided in the immediately foregoing sentence after its receipt of funds at the place and prior to the time specified above, the Facility Agent agrees to compensate the Lender hereof for loss of use of funds in a commercially reasonable manner. All such payments by the Borrower and the Facility Agent shall be made free and clear of and without reduction for or on account of all wire or other like charges.

The Lender, by its acceptance of this Loan Certificate, agrees to be bound by all provisions of the Operative Documents applicable to Lenders and that, except as otherwise expressly provided in the Credit Agreement or the Mortgage, each payment received by the Facility Agent in respect hereof shall be applied, **first** to the payment of interest hereon (as well as any interest on overdue principal and, to the extent permitted by law, interest and other amounts payable hereunder or under the Operative Documents) due and payable hereunder, **second**, to the payment in full of the outstanding principal of this Loan Certificate then due, and **third**, in the manner specified in clause "third" of Clause 5.4(c) of the Credit Agreement; provided that following an Event of Default, all amounts actually received by the Security Trustee in respect of this Loan Certificate shall be applied in accordance with Clause 5.4(e) of the Credit Agreement.

This Loan Certificate is one of the Loan Certificates referred to in, and issued pursuant to, the Credit Agreement and the Mortgage. The Collateral is held by the Security Trustee as security, in part, for the Loan Certificates. Reference is hereby made to the Credit Agreement and the Mortgage for a statement of the rights and obligations of the Lender, and the nature and extent of the security for this Loan Certificate and of the rights and obligations of the other Lenders, and the nature and extent of the security for the other Loan Certificates, as well as for a statement of the terms and conditions of the trusts created by the Mortgage, to all of which terms and conditions in the Credit Agreement and the Mortgage each Lender agrees by its acceptance of this Loan Certificate.

There shall be maintained a Certificate Register for the purpose of registering transfers and exchanges of Loan Certificates at the office of the Facility Agent specified in the Credit Agreement or at the office of any successor Facility agent in the manner provided in clause 5.6 of the Credit Agreement. As provided in the Credit Agreement and the Mortgage and subject to certain limitations specified therein, this Loan Certificate or any interest herein may, subject to

the next following paragraph, be assigned or transferred, and the Loan Certificates are exchangeable for a like aggregate original principal amount of Loan Certificates of any authorized denomination, as requested by the Lender surrendering the same.

Prior to the due presentment for registration or transfer of this Loan Certificate, the Borrower and the Facility Agent shall deem and treat the person in whose name this Loan Certificate is registered on the Certificate Register as the absolute owner of this Loan Certificate and the Lender for the purpose of receiving payment of all amounts payable with respect to this Loan Certificate and for all other purposes whether or not this Loan Certificate is overdue, and neither the Borrower nor the Facility Agent shall be affected by notice to the contrary.

This Loan Certificate is subject to prepayment as permitted by clauses 5.9 and 5.10 of the Credit Agreement and to acceleration by the Facility Agent as provided in clause 5 of the Mortgage, and the Lender, by its acceptance of this Loan Certificate, agrees to be bound by said provisions.

Terms defined in the Credit Agreement and in the Mortgage have the same meaning when used in this Loan Certificate.

THIS LOAN CERTIFICATE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

IN WITNESS WHEREOF, the Borrower has caused this Loan Certificate to be executed in its corporate name by its officer thereunto duly authorized, as of the date hereof.

VERTICAL HORIZONS, LTD.

By:
Name:
Title:

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

EXHIBIT F
FORM OF COMPLIANCE CERTIFICATE

[Frontier A320neo/A321neo PDP Tenth Amended and Restated Credit Agreement]

ANNEX A

Definitions

For all purposes of the Credit Agreement and the Mortgage and Security Agreement the following terms shall have the following meanings (such definitions to be equally applicable to both the singular and plural forms of the terms defined). Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time in accordance with the applicable provisions thereof and of the other Operative Documents. Unless otherwise specified, Clause references are to Clauses of the Credit Agreement or the Mortgage.

"A320neo Aircraft" means any or all, as the context may require, of Aircraft 228, Aircraft 232 and Aircraft 233 but only so long as there is an Advance (or any other amount) or a Commitment outstanding in respect of such Aircraft.

"A321neo Aircraft" means any or all, as the context may require, of Aircraft 110, Aircraft 140, Aircraft 141, Aircraft 152, Aircraft 153, Aircraft 166, Aircraft 169, Aircraft 174, Aircraft 178, Aircraft 183, Aircraft 185, Aircraft 192, Aircraft 200, Aircraft 226, Aircraft 230, Aircraft 237, Aircraft 238, Aircraft 240, Aircraft 242, Aircraft 243, Aircraft 248, Aircraft 251, Aircraft 254, Aircraft 255, Aircraft 257, Aircraft 259, Aircraft 261 and Aircraft 262, but only so long as there is an Advance (or any other amount) or a Commitment outstanding in respect of such Aircraft.

"A321neo Engine Purchase Agreement" means the PW1100G-JM Engine Purchase and Support Agreement by and between Frontier Airlines and the Engine Manufacturer for the A321neo Aircraft.

"ABR" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00 %. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Term SOFR, respectively.

"ABR Loan" means a Loan that bears interest based on the ABR.

"Accounts" means any bank accounts, deposit accounts or other accounts in the name of the Borrower.

"Additional Aircraft" means any or all, as the context may require, of Aircraft 110, Aircraft 226, Aircraft 228, Aircraft 230 and Aircraft 232, but only so long as there is an Advance (or any other amount) or a Commitment outstanding in respect of such Aircraft.

"Additional Commitments" has the meaning specified in Clause 19.3(c)(ii) of the Credit Agreement.

"Additional Lender" has the meaning specified in Clause 19.3(c)(ii) of the Credit Agreement.

"Additional Lender Effective Date" has the meaning specified in Clause 19.3(c)(ii) of the Credit Agreement.

"Administration Agreement" means the administration agreement between the Borrower and the Agent dated as of December 18, 2014, together with the administrator fee letter dated as of December 18, 2014, to which, *inter alia*, Frontier Airlines is a party.

"Advance" means each Purchase Price Installment paid or payable by or on behalf of the Borrower in respect of each Aircraft in accordance with the terms of the Assigned Purchase Agreement which, for each Purchase Price Installment due on or after the Original Signing Date, is in the amount and payable on the date specified in Schedule III to the Credit Agreement.

"Affected Financial Institution" has the meaning specified in Section 22.3 of the Credit Agreement.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or under common control with, such Person. The term "control" means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"After-Tax Basis" means on a basis that any payment to be received or receivable by any Person (the original payment) is supplemented by a further payment or payments to such Person so that the sum of all such payments (including the original payment), after deducting the net amount of all Taxes payable by such Person or any of its Affiliates under any law or required by Governmental Entity as a result of the receipt or accrual of such payments (after reduction by the amount of current Taxes saved by such Person as a result of the event or item for which such payments are being made to such Person), is equal to the original payment due to such Person.

"Agents" means collectively the **"Security Trustee"** and the **"Facility Agent"** (each an **"Agent"**).

"Airbus" means Airbus S.A.S., in its capacity as manufacturer of the Aircraft, and its successors and assigns.

"Airbus Purchase Agreement" means, with respect to each Aircraft, the A320neo aircraft purchase agreement dated as of September 30, 2011 between Airbus and Frontier Airlines, as amended and supplemented from time to time (but excluding any letter agreements entered into from time to time in relation thereto), to the extent related to such Aircraft and as the same may be further amended and supplemented from time to time.

"Aircraft" means any or all, as the context may require, of each Existing Aircraft and each Additional Aircraft, but only so long as there is an Advance (or any other amount) or a Commitment outstanding in respect of such Aircraft.

"Aircraft Pool" has the meaning given to it in Clause 10.20(a) of the Credit Agreement.

"Aircraft 110" means the A321neo aircraft (Airframe 89) as more specifically described in Schedule III to the Credit Agreement on line No. 110 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 140" means the A321neo aircraft (Airframe 119) as more specifically described in Schedule III to the Credit Agreement on line No. 140 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 141" means the A321neo aircraft (Airframe 120) as more specifically described in Schedule III to the Credit Agreement on line No. 141 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 152" means the A321neo aircraft (Airframe 131) as more specifically described in Schedule III to the Credit Agreement on line No. 152 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 153" means the A321neo aircraft (Airframe 132) as more specifically described in Schedule III to the Credit Agreement on line No. 153 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 166" means the A321neo aircraft (Airframe 145) as more specifically described in Schedule III to the Credit Agreement on line No. 166 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 169" means the A321neo aircraft (Airframe 148) as more specifically described in Schedule III to the Credit Agreement on line No. 169 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 174" means the A321neo aircraft (Airframe 153) as more specifically described in Schedule III to the Credit Agreement on line No. 174 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 178" means the A321neo aircraft (Airframe 157) as more specifically described in Schedule III to the Credit Agreement on line No. 178 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 183" means the A321neo aircraft (Airframe 162) as more specifically described in Schedule III to the Credit Agreement on line No. 183 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 185" means the A321neo aircraft (Airframe 164) as more specifically described in Schedule III to the Credit Agreement on line No. 185 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 192" means the A321neo aircraft (Airframe 171) as more specifically described in Schedule III to the Credit Agreement on line No. 192 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 200" means the A321neo aircraft (Airframe 179) as more specifically described in Schedule III to the Credit Agreement on line No. 200 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 226" means the A321neo aircraft (Airframe 205) as more specifically described in Schedule III to the Credit Agreement on line No. 226 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 228" means the A320neo aircraft (Airframe 207) as more specifically described in Schedule III to the Credit Agreement on line No. 228 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 230" means the A321neo aircraft (Airframe 209) as more specifically described in Schedule III to the Credit Agreement on line No. 230 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 232" means the A320neo aircraft (Airframe 211) as more specifically described in Schedule III to the Credit Agreement on line No. 232 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 233" means the A320neo aircraft (Airframe 212) as more specifically described in Schedule III to the Credit Agreement on line No. 233 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 237" means the A321neo aircraft (Airframe 216) as more specifically described in Schedule III to the Credit Agreement on line No. 237 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 238" means the A321neo aircraft (Airframe 217) as more specifically described in Schedule III to the Credit Agreement on line No. 238 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 240" means the A321neo aircraft (Airframe 219) as more specifically described in Schedule III to the Credit Agreement on line No. 240 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 242" means the A321neo aircraft (Airframe 221) as more specifically described in Schedule III to the Credit Agreement on line No. 242 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 243" means the A321neo aircraft (Airframe 222) as more specifically described in Schedule III to the Credit Agreement on line No. 243 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 248" means the A321neo aircraft (Airframe 227) as more specifically described in Schedule III to the Credit Agreement on line No. 248 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 251" means the A321neo aircraft (Airframe 230) as more specifically described in Schedule III to the Credit Agreement on line No. 251 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 254" means the A321neo aircraft (Airframe 233) as more specifically described in Schedule III to the Credit Agreement on line No. 254 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 255" means the A321neo aircraft (Airframe 234) as more specifically described in Schedule III to the Credit Agreement on line No. 255 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 257" means the A321neo aircraft (Airframe 236) as more specifically described in Schedule III to the Credit Agreement on line No. 257 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 259" means the A321neo aircraft (Airframe 238) as more specifically described in Schedule III to the Credit Agreement on line No. 259 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 261" means the A321neo aircraft (Airframe 240) as more specifically described in Schedule III to the Credit Agreement on line No. 261 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft 262" means the A321neo aircraft (Airframe 241) as more specifically described in Schedule III to the Credit Agreement on line No. 262 of the table appearing in such schedule including (i) the relevant Airframe, (ii) the Engines attached thereto and where the context admits and (iii) the Manuals and Technical Records.

"Aircraft Appraisal" means, with respect to an Aircraft, the appraised value of such Aircraft determined by the Facility Agent using valuation information prepared by the Appraisers.

"Airframe" means each of thirty-three (33) A320neo aircraft and seventy-six (76) A321neo aircraft, as described in Schedule III of the Credit Agreement (excluding the Engines) together with any and all Parts incorporated in, installed on or attached to such airframes on the respective Delivery Date therefor.

"Amendment No. 2 Signing Date" means January 14, 2016.

"Annualized FCCR" has the meaning specified in Clause 10.20 of the Credit Agreement.

"Anti-Corruption Laws" means (a) the United States Foreign Corrupt Practices Act of 1977, (b) the United Kingdom Bribery Act of 2010, and (c) any other laws, rules and regulations relating to bribery or corruption issued, administered or enforced by the United States, the United Kingdom, the European Union or any other Governmental Authority having jurisdiction over the Borrower or the Lenders, each as amended from time to time.

"Anti-Money Laundering Laws" means any laws or regulations relating to money laundering or terrorist financing issued, administered or enforced from time to time by the United States, the United Kingdom, the European Union or any other Governmental Authority having jurisdiction over the Borrower or the Lenders, each as amended from time to time.

"Applicable Law" means all applicable laws, treaties, judgments, decrees, injunctions, writs, conventions actions and orders of any Governmental Entity and all applicable rules, guidelines,

regulations, orders, directives, licenses and permits of any Governmental Entity and all applicable interpretations thereof.

"Applicable Margin" means [***].

"Applicable Rate" means, for any Interest Period, a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Margin, save that for the purposes of giving effect to Sections 5.13 and 5.14 of the Credit Agreement, the Applicable Rate shall be deemed, where applicable, a rate per annum equal to the ABR plus the Applicable Margin.

"Appraisers" means collectively, Ascend, Oriel and Morten, Beyer and Agnew or any such other independent aircraft appraiser selected by the Facility Agent in its absolute discretion.

"AR No. 2 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 3 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 4 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 5 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 6 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 7 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 8 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR No. 9 Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"AR Signing Date" has the meaning given to it in the first whereas clause of the Credit Agreement.

"Assignable Price" means, in respect of an Aircraft, the "Purchase Price" (as such term is defined in the relevant form of Assigned Airbus Purchase Agreement or Replacement Purchase Agreement, as applicable) of such Aircraft as may be increased from time pursuant to the escalation provisions set out in the Assigned Purchase Agreement and the related Engine Agreement, plus the cost of the BFE in respect of such Aircraft and as may be decreased pursuant to any credit letter or memorandum issued by Airbus in favor of the Lenders.

"Assigned Purchase Agreement" means the Airbus Purchase Agreement as assigned and transferred to the Borrower and amended and restated in the terms set forth in Schedule 3 to the Assignment and Assumption Agreement.

"Assignment and Assumption Agreement" means the Amended and Restated Assignment and Assumption Agreement dated as of the Effective Date, in each case entered into among Frontier Airlines, the Borrower and Airbus in respect of the assignment, in part, of the Airbus Purchase Agreement to the Borrower in respect of the Aircraft.

"associated rights" is defined in the Cape Town Convention.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to the Credit Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to the Credit Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 5.14(d) of the Credit Agreement.

"Bail-In Action" has the meaning specified in Section 22.3 of the Credit Agreement.

"Bail-In Legislation" has the meaning specified in Section 22.3 of the Credit Agreement.

"Base Value" means, with respect to an Aircraft, the lower of the mean and median of the desktop value of such Aircraft made available by each of the Appraisers to reflect the market value of such Aircraft on the applicable LTV Test Date on the assumption that the Aircraft is delivered in the condition required pursuant to the Assigned Purchase Agreement, and in full life condition, on the date that such Base Value is calculated.

"Basel II" means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of the Credit Agreement (but excluding any amendment arising out of Basel III).

"Basel III" means the agreements on capital requirements, leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision on December 16, 2010 in the form existing on the date of the Mortgage or any other applicable law or regulation implementing such

paper (whether such implementation, application or compliance is by a Governmental Entity, any Lender or holding company of a Lender).

"Benchmark" means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 5.14(a) of the Credit Agreement.

"Benchmark Replacement" means with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by the Facility Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment; provided that, if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of the Credit Agreement and the other Operative Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Facility Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event", the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness

will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Operative Document in accordance with Section 5.14 of the Credit Agreement and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes

hereunder and under any Operative Document in accordance with Section 5.14 of the Credit Agreement.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BFE Budget" means, in respect of (a) the A320neo Aircraft, (i) an amount equal to [***] in respect of each such Aircraft delivered in 2024, (ii) an amount equal to [***] in respect of each such Aircraft delivered in 2025, (iii) an amount equal to [***] in respect of each such Aircraft delivered in 2026 and (iv) an amount equal to [***] in respect of each such Aircraft delivered in 2027, in each case made by the Borrower to Airbus in respect of BFE and (b) in respect of the A321neo Aircraft, an amount equal to (i) an amount equal to [***] in respect of each such Aircraft delivered in 2024, (ii) an amount equal to [***] in respect of each such Aircraft delivered in 2025, (iii) an amount equal to [***] in respect of each such Aircraft delivered in 2026 and (iv) an amount equal to [***] in respect of each such Aircraft delivered in 2027, in each case made by the Borrower to Airbus in respect of BFE.

"BHC Act Affiliate" has the meaning specified in Section 23.1 of the Credit Agreement.

"Borrower" means Vertical Horizons, Ltd., a Cayman Islands exempted company, and its successors and permitted assigns.

"Borrowing Date" means (a) the Original Signing Date, (b) the AR Signing Date, (c) the Amendment No. 2 Signing Date, (d) the AR No. 2 Signing Date, (e) the AR No. 3 Signing Date, (f) the AR No. 4 Signing Date, (g) the AR No. 5 Signing Date, (h) the AR No. 6 Signing Date, (i) the AR No. 7 Signing Date, (j) the AR No. 8 Signing Date, (k) the AR No. 9 Signing Date, (l) the Initial Borrowing Date, and (m) each date on which an Advance is payable in respect of an Aircraft under the Assigned Purchase Agreement as specified in Schedule III to the Credit Agreement.

"Business Day" means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in London England and New York City, provided that, in connection with a SOFR Loan, the term "Business Day" shall also exclude a day that is not a U.S. Government Securities Business Day.

"Buyer Furnished Equipment" or **"BFE"** means those items of equipment which are identified in the specification of an Aircraft in the Assigned Purchase Agreement as being furnished by the "Buyer".

"Cape Town Convention" means the English language version of the Convention on International Interests in Mobile Equipment (the **"Convention"**) and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (the **"Protocol"**), both signed in Cape Town, South Africa on November 16, 2001, together with any protocols, regulations, rules, orders, agreements, instruments, amendments, supplements, revisions or otherwise that have or will be subsequently made in connection with the Convention and/or the Protocol by the **"Supervisory Authority"** (as defined in the Protocol), the **"International Registry"** or **"Registrar"** (as defined in the Convention) or an appropriate **"registry authority"** (as defined in the Protocol) or any other international or national body or authority.

"Cash Equivalents" means the following securities (which shall mature within [***] of the date of purchase thereof): (a) direct obligations of the U.S. Government; (b) obligations fully guaranteed by the U.S. Government; (c) certificates of deposit issued by, or bankers' acceptances of, or time deposits or a deposit account with, the Facility Agent or any bank, trust company or national banking association incorporated or doing business under the laws of the United States or any state thereof having a combined capital and surplus and retained earnings of at least [***] and having a rating of Aa or better by Moody's or AA or better by Standard & Poor's; (d) commercial paper of any issuer doing business under the laws of the United States or one of the states thereof and in each case having a rating assigned to such commercial paper by Standard & Poor's of at least A-1 or its equivalent or by Moody's of at least P-1 or its equivalent; or (e) money market funds which are rated at least Aaa by Moody's, at least AAAm or AAAm-G by Standard and Poor's or at least AAA by Fitch, Inc., including funds which meet such rating requirements for which the Facility Agent or an Affiliate of the Facility Agent serves as an investment advisor, administer, administrator, shareholder servicing agent and/or custodian or subcustodian.

"Certificate Register" has the meaning specified in Clause 5.6 of the Credit Agreement.

"CFM Engine Agreement A320neo" means the CFM Engine general terms agreement entered into between CFM International, Inc. and Frontier Airlines for the A320neo Aircraft.

"Charged Property" has the meaning given to it in the Share Charge.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means, collectively, (i) the Mortgage Collateral and (ii) the Charged Property.

"Commitment" has the meaning specified in Clause 2.1 of the Credit Agreement.

"Commitment Fee" means [***] of the outstanding unutilized Maximum Commitment of each Lender, as cancelled or reduced pursuant to Clause 3.3 of the Credit Agreement.

"Commitment Termination Date" means the later of (i) [***] and (ii) the Extension Date in the most recent Extension Notice.

"Conforming Changes" means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Facility Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Facility Agent in a manner substantially consistent with market practice (or, if the Facility Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Facility Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Facility Agent decides is reasonably necessary in connection with the administration of the Credit Agreement and the other Operative Documents).

"Consolidated EBITDAR" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the Consolidated Net Income of Frontier Group Holdings for such period plus, without duplication:

- (1) an amount equal to any extraordinary loss plus any net loss realized by Frontier Group Holdings or any of its subsidiaries in connection with any disposition of assets, to the extent such losses were deducted in computing such Consolidated Net Income; plus
 - (2) provision for taxes based on income or profits of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus
 - (3) the Fixed Charges of Frontier Group Holdings and its consolidated subsidiaries, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; plus
 - (4) any foreign currency translation losses (including losses related to currency remeasurements of Financial Indebtedness) of Frontier Group Holdings and its consolidated subsidiaries for such period, to the extent that such losses were deducted in computing such Consolidated Net Income; plus
 - (5) depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non cash charges and expenses (excluding any such non cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of Frontier Group Holdings and its consolidated subsidiaries to the extent
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that such depreciation, amortization and other non cash charges or expenses were deducted in computing such Consolidated Net Income; plus

- (6) the amortization of debt discount to the extent that such amortization was deducted in computing such Consolidated Net Income; plus
- (7) deductions for grants to any employee of Frontier Group Holdings and its consolidated subsidiaries of any equity interests during such period to the extent deducted in computing such Consolidated Net Income; plus
- (8) any net loss arising from the sale, exchange or other disposition of capital assets by Frontier Group Holdings and its consolidated subsidiaries (including any fixed assets, whether tangible or intangible, all inventory sold in conjunction with the disposition of fixed assets and all securities) to the extent such loss was deducted in computing such Consolidated Net Income; plus
- (9) any losses arising under fuel hedging arrangements entered into prior to the Effective Date and any losses actually realized under fuel hedging arrangements entered into after the Effective Date, in each case to the extent deducted in computing such Consolidated Net Income; plus
- (10) proceeds from business interruption insurance for such period, to the extent not already included in computing such Consolidated Net Income; plus
- (11) any expenses and charges that are covered by indemnification or reimbursement provisions in connection with any permitted acquisition, merger, disposition, incurrence of Financial Indebtedness, issuance of equity interests or any investment to the extent (a) actually indemnified or reimbursed and (b) deducted in computing such Consolidated Net Income; plus
- (12) non cash items, other than the accrual of revenue in the ordinary course of business, to the extent such amount increased such Consolidated Net Income; minus
- (13) the sum of (A) income tax credits and (B) interest income included in computing such Consolidated Net Income;

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the aggregate of the net income (or loss) of Frontier Group Holdings and its consolidated subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; provided that:

- (1) all (a) extraordinary, nonrecurring, special or unusual gains and losses or income or expenses, including, without limitation, any expenses related to a facilities closing and
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any reconstruction, recommissioning or reconfiguration of fixed assets for alternate uses; any severance or relocation expenses; executive recruiting costs; restructuring or reorganization costs (whether incurred before or after the effective date of any applicable reorganization plan); curtailments or modifications to pension and post retirement employee benefit plans; (b) any expenses (including, without limitation, transaction costs, integration or transition costs, financial advisory fees, accounting fees, legal fees and other similar advisory and consulting fees and related out of pocket expenses), cost savings, costs or charges incurred in connection with any issuance of securities, acquisitions, dispositions, recapitalizations or incurrences or repayments of Financial Indebtedness (in each case whether or not successful) and (c) gains and losses realized in connection with any sale of assets (other than the gains realized with the sale of any aircraft and/or the sale of any engines), the disposition of securities, the early extinguishment of Financial Indebtedness or associated with Hedging Obligations, together with any related provision for taxes on any such gain, will be excluded;

- (2) the net income (but not loss) of any Person that is not Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings or that is accounted for by the equity method of accounting will be included for such period only to the extent of the amount of dividends or similar distributions paid in cash to Frontier Group Holdings or a consolidated subsidiary of Frontier Group Holdings;
 - (3) the net income (but not loss) of any subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that subsidiary or its stockholders;
 - (4) the cumulative effect of a change in accounting principles on Frontier Group Holdings and its consolidated subsidiaries will be excluded;
 - (5) the effect of non cash gains and losses of Frontier Group Holdings and its consolidated subsidiaries resulting from Hedging Obligations, including attributable to movement in the mark to market valuation of Hedging Obligations pursuant to Financial Accounting Standards Board Statement No. 133 will be excluded;
 - (6) any non cash compensation expense recorded from grants by Frontier Group Holdings and its consolidated subsidiaries of stock appreciation or similar rights, stock options or other rights to officers, directors or employees, will be excluded;
 - (7) the effect on Frontier Group Holdings and its consolidated subsidiaries of any non cash items resulting from any write up, write down or write off of assets (including intangible assets, goodwill and deferred financing costs) in connection with any acquisition, disposition, merger, consolidation or similar transaction or any other non cash impairment charges incurred subsequent to the Effective Date resulting from the
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application of Financial Accounting Standards Board Accounting Standards Codifications 205—Presentation of Financial Statements, 350—Intangibles—Goodwill and Other, 360—Property, Plant and Equipment and 805—Business Combinations (excluding any such non cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed), will be excluded;

- (8) any provision for income tax reflected on Frontier Group Holdings' financial statements for such period will be excluded to the extent such provision exceeds the actual amount of taxes paid in cash during such period by Frontier Group Holdings and its consolidated subsidiaries; and
- (9) any amortization of deferred charges resulting from the application of Financial Accounting Standards Board Accounting Standards Codifications 470-20 Debt With Conversion and Other Options that may be settled in cash upon conversion (including partial cash settlement) will be excluded.

"Control" means, with respect to a Person:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of such Person;
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of such Person; and
 - (iii) give directions with respect to the operating and financial policies of such Person which the directors or other equivalent officers of such Person are obliged to comply with,

and

- (b) the holding of more than one-half of the issued share capital of such Person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

"Covered Entity" has the meaning specified in Section 23.1 of the Credit Agreement.

"Covered Person" has the meaning specified in Section 23.1 of the Credit Agreement.

"Credit Agreement" means that certain Tenth Amended and Restated Credit Agreement dated as of the Effective Date, among the Borrower, the Lenders, the Facility Agent and the Security Trustee, as amended and supplemented from time to time.

"Deeds of Confirmation" means (a) that certain Deed of Confirmation dated as of the Effective Date, (b) that certain Deed of Confirmation dated August 11, 2023, (c) that certain Deed of Confirmation dated December 29, 2022, (d) that certain Deed of Confirmation dated June 30, 2022, (e) that certain Deed of Confirmation dated December 28, 2021, (f) that certain Deed of Confirmation dated December 22, 2020, (g) that certain Deed of Confirmation dated March 19, 2020, (h) that certain Deed of Confirmation dated January 29, 2019, (i) that certain Deed of Confirmation dated May 31, 2018, (j) that certain Deed of Confirmation dated December 29, 2017, (k) that certain Deed of Confirmation dated December 16, 2016, (l) that certain Deed of Confirmation dated January 14, 2016, (m) that certain Deed of Confirmation dated August 11, 2015 and (n) any other Deed of Confirmation delivered in connection with an increase in Commitments pursuant to Clause 2.5 of the Credit Agreement, each relating to the Share Charge and each between the Parent and the Security Trustee.

"Default" means any event which with the giving of notice or the lapse of time or both if not timely cured or remedied would become an Event of Default pursuant to Clause 4 of the Mortgage.

"Default Right" has the meaning specified in Section 23.1 of the Credit Agreement.

"Delivery Date" means, for any Aircraft, the date on which such Aircraft is to be delivered by Airbus and accepted by Borrower or its permitted assignee under the Assigned Purchase Agreement.

"Dollars", "Dollar" and "\$" means the lawful currency of the United States of America.

"EEA Financial Institution" has the meaning specified in Section 22.3 of the Credit Agreement.

"EEA Member Country" has the meaning specified in Section 22.3 of the Credit Agreement.

"EEA Resolution Authority" has the meaning specified in Section 22.3 of the Credit Agreement.

"Effective Date" means the date of the execution and delivery of the Credit Agreement and the satisfaction of the conditions precedent in Clause 4.1 thereof.

"Eligible Account" means an account established by and with an Eligible Institution at the request of the Security Trustee, which institution (a) agrees, by entering into an account control agreement, for all purposes of the New York UCC, including Article 8 thereof, that (i) such account shall be a "securities account" (as defined in Section 8-501 of the New York UCC), (ii) such institution is a "securities intermediary" (as defined in Section 8-102(a)(14) of the New York UCC), (iii) all property (other than cash) credited to such account shall be treated as a "financial asset" (as defined in Section 8-102(9) of the New York UCC), (iv) the Security Trustee shall be the "entitlement holder" (as defined in Section 8-102(7) of the New York UCC) in respect of such account, (v) it will comply with all entitlement orders issued by the Security Trustee to the exclusion of the Borrower, (vi) it will waive or subordinate in favor of the Security Trustee all claims (including without limitation claims by way of security interest, lien, right of

set-off or right of recoupment), and (vii) the "securities intermediary jurisdiction" (under Section 8-110(e) of the New York UCC) shall be the State of New York, or (b) otherwise enters into an account control agreement, charge over a bank account or similar document that is satisfactory to the Security Trustee.

"Eligible Institution" means (a) the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the states thereof or the District of Columbia (or any U.S. branch of a foreign bank), which has a long-term unsecured debt rating from Moody's of at least A3 or its equivalent and from Standard & Poor's of at least A- or its equivalent, or (b) a banking institution in another jurisdiction that is satisfactory to the Security Trustee.

"Engine" means in respect of each Airframe, each of the engines delivered with such Airframe under the Assigned Purchase Agreement.

"Engine Agreement" means, (i) in respect of the A320neo Aircraft, each of (a) the Fifth Amended and Restated CFMI Engine Benefits Agreement A320neo Aircraft dated as of March 19, 2020 among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee and (b) the Sixth Amended and Restated IAE Engine Benefits Agreement A320neo and A321neo Aircraft (2023, 2024, 2025, 2026 and 2027 Deliveries) dated as of the AR No. 9 Signing Date among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee (the **"IAE Agreement"**), (ii) in respect of the A321neo Aircraft, other than the Incremental A321neo Aircraft, the IAE Agreement, and (iii) in respect of the Incremental A321neo Aircraft, the Incremental A321neo Engine Consent, in each case among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee substantially in the applicable form attached as Exhibit D to the Credit Agreement.

"Engine Manufacturer" means (a) in respect of the A320neo Aircraft, CFM International, Inc., and International Aero Engines, LLC, (b) in respect of the A321neo Aircraft, International Aero Engines, LLC other than the Incremental A321neo Aircraft, and (c) in respect of the Incremental A321neo Aircraft, the engine manufacturer certified by Frontier Airlines to the Facility Agent in respect of an A321neo Aircraft.

"Equity Contribution" means the amount required to be paid by the Borrower to Airbus with respect to an Aircraft on the Applicable Borrowing Date or determined by reference to the table set out in Schedule III to the Credit Agreement.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"Erroneous Payment" has the meaning assigned to it in Section 15.1 in Schedule IV of the Credit Agreement.

"Erroneous Payment Deficiency Assignment" has the meaning assigned to it in Section 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Impacted Class" has the meaning assigned to it in Section 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 15.4(i) in Schedule IV of the Credit Agreement.

"Erroneous Payment Subrogation Rights" has the meaning assigned to it in Section 15.5 in Schedule IV of the Credit Agreement.

"EU Bail-In Legislation Schedule" has the meaning specified in Section 22.3 of the Credit Agreement.

"Event of Default" has the meaning specified in Clause 4 of the Mortgage.

"Excluded Taxes" means, with respect to the Facility Agent, the Security Trustee, any Lender, or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) any Taxes imposed on all or part of the net income, net profits, or net gains (whether worldwide, or only insofar as such income, profits, or gains are considered to arise in or relate to a particular jurisdiction or otherwise) of such Person or any franchise, net worth, or net capital Taxes imposed on such Person, in each such case as a result of such Person being organized in, maintaining its principal place of business or lending office in, or conducting activities unrelated to the transactions contemplated by the Operative Documents in the jurisdiction imposing such Taxes and in each such case other than a sales, use, property, value added, stamp, registration, documentary, goods and services, license, excise, or, except as provided in Clause 5.3(a) of the Credit Agreement withholding Taxes, (b) any Taxes imposed on all or part of the gross income or gross receipts (other than Taxes in the nature of a sales, use, property, value added, stamp, registration, documentary, goods and services, license, excise or, except as provided in Clause 5.3(a) of the Credit Agreement withholding Taxes) of such Person, in each such case as a result of such Person being organized in, or maintaining its principal place of business or lending office in the jurisdiction imposing such Taxes, (c) any Taxes imposed as a result of such Person's failure to comply with Clause 5.3(d) of the Credit Agreement or (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Aircraft" means any or all, as the context may require, of Aircraft 140, Aircraft 141, Aircraft 152, Aircraft 153, Aircraft 166, Aircraft 169, Aircraft 174, Aircraft 178, Aircraft 183, Aircraft 185, Aircraft 192, Aircraft 200, Aircraft 233, Aircraft 237, Aircraft 238, Aircraft 240, Aircraft 242, Aircraft 243, Aircraft 248, Aircraft 251, Aircraft 254, Aircraft 255, Aircraft 257, Aircraft 259, Aircraft 261 and Aircraft 262, but only so long as there is an Advance (or any other amount) or a Commitment outstanding in respect of such Aircraft.

"Expense" or **"Expenses"** means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and expenses) of whatever kind and nature but excluding Taxes, any breakage costs and overhead of whatsoever kind and nature.

"Extension Date" means [***] and if the Lenders give an Extension Notice pursuant to, and in accordance with, Clause 5.2(g) of the Credit Agreement, the anniversary thereof set forth in such Extension Notice.

"Extension Notice" means each extension notice delivered by the Lenders to the Borrower pursuant to, and in accordance with Clause 5.2(g) of the Credit Agreement, extending the Commitment Termination Date.

"Facility Agent" means Bank of Utah in its capacity as Facility Agent under the Credit Agreement and any successor thereto in such capacity.

"Facility Amount" means the Maximum PDP Loan Amount as cancelled or changed in accordance with the Credit Agreement.

"Facility Increase Amendment" means an amendment and accession agreement in form and substance reasonably acceptable to the Lenders, the Facility Agent and the Borrower pursuant to which an Additional Lender becomes a party to the Credit Agreement and agrees to provide an Additional Commitment in accordance with Clause 19.3(c)(ii) of the Credit Agreement and Schedule II to the Credit Agreement is amended to reflect such Additional Lender and Additional Commitment.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of the Credit Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"FCCR Test Date" means (i) the date that is [***] following December 31, 2021 and (ii) each date falling [***] after the last day of each fiscal quarter or fiscal year, as the case may be, of Frontier Group Holdings thereafter commencing with the second fiscal quarter of 2022.

"Federal Funds Rate" means for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Facility Agent in its reasonable discretion, which determination shall be presumptively correct (absent manifest error).

"Fee Letter" means collectively (i) that certain Letter Agreement dated December 23, 2014 among the Borrower, the Security Trustee and the Facility Agent (ii) that certain Letter Agreement dated August 11, 2015 among the Borrower, the Security Trustee and the Facility Agent, (iii) that certain Letter Agreement dated December 16, 2016 among the Borrower and the Facility Agent, (iv) that certain Letter Agreement dated December 29, 2017 among the Borrower, the Security Trustee and the Facility Agent, (v) that certain Letter Agreement dated May 31, 2018 among the Borrower, the Security Trustee and the Facility Agent, (vi) that certain Letter Agreement dated January 29, 2019 among the Borrower, the Security Trustee and the Facility Agent, (vii) that certain Letter Agreement dated March 19, 2020 among the Borrower, the Security Trustee and the Facility Agent, (viii) each Letter Agreement dated December 28,

2021 among the Borrower, the Lender party thereto and the Facility Agent, (ix) each Letter Agreement dated June 30, 2022 among the Borrower, the Lender party thereto and the Facility Agent, (x) each Letter Agreement dated December 29, 2022 among the Borrower, the Lender party thereto and the Facility Agent, (xi) each Lender Fee Letter dated as of August 11, 2023 among the Borrower, the Lender party thereto and the Facility Agent and (xii) each Letter Agreement dated as of the Effective Date among the Borrower, the Lender party thereto and the Facility Agent.

"Finance Parties" means together the Lenders, the Facility Agent and the Security Trustee (each a **Finance Party**).

"Financed Amount" means, with respect to an Aircraft and a Borrowing Date, the amount set out in the column entitled "Financial Amount" and which corresponds to such Aircraft and Borrowing Date, in the table set out in Schedule III to the Credit Agreement.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
 - (b) any amount raised by acceptance under any acceptance credit facility;
 - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - (d) the amount of any liability in respect of any lease, lease purchase, installment sale, conditional sale, hire purchase or credit sale or other similar arrangement (whether in respect of aircraft, machinery, equipment, land or otherwise) entered into primarily as a method of raising finance or for financing the acquisition of the relevant asset;
 - (e) payments under any lease with a term, including optional extension periods, if any, capable of exceeding [***] (whether in respect of aircraft, machinery, equipment, land or otherwise) characterized or interpreted as an operating lease in accordance with the relevant accounting standards but either entered into primarily as a method of financing the acquisition of the asset leased or having a termination sum payable upon any termination of such lease;
 - (f) any amount raised by receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) including any bill discounting, factoring or documentary credit facilities;
 - (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
 - (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
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- (i) obligations (whether or not conditional) arising from a commitment to purchase or repurchase shares or securities where such commitment is or was in respect of raising finance;
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) through (j) above.

"Fixed Charges" means, with respect to Frontier Group Holdings and its consolidated subsidiaries for any fiscal quarter of Frontier Group Holdings, the sum, without duplication, of:

- (1) the consolidated interest expense (net of interest income) of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest expense is payable in cash (and such interest income is receivable in cash); plus
- (2) the interest component of leases that are capitalized in accordance with GAAP of Frontier Group Holdings and its subsidiaries for such period to the extent that such interest component is related to lease payments payable in cash; plus
- (3) any interest expense actually paid in cash for such period by Frontier Group Holdings or Frontier Airlines on Financial Indebtedness of another Person that is guaranteed by Frontier Group Holdings or its subsidiaries or secured by a Lien on assets of Frontier Group Holdings or its subsidiaries; plus
- (4) the product of (A) all cash dividends accrued on any series of preferred stock of Frontier Group Holdings or its subsidiaries for such period, other than to Frontier Group Holdings or a subsidiary of Frontier Group Holdings, times (B) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of Frontier Group Holdings and its subsidiaries, as applicable to such portion of dividends, expressed as a decimal, in each case, determined on a consolidated basis in accordance with GAAP; plus
- (5) the aircraft rent expense of Frontier Group Holdings and its subsidiaries for such period to the extent that such aircraft rent expense is payable in cash,

all as determined on a consolidated basis in accordance with GAAP.

"Floor" means means a rate of interest equal to [***].

"Frontier Airlines" means Frontier Airlines, Inc.

"Frontier Group Holdings" means Frontier Group Holdings, Inc.

"Frontier Holdings" means Frontier Airlines Holdings, Inc.

"GAAP" means generally accepted accounting principles, as in effect in the United States of America from time to time.

"Governmental Entity" means and includes (a) any national government, political subdivision thereof, or state or local jurisdiction therein, (b) any board, commission, department, division, organ, instrumentality, taxing authority, regulatory body, court or judicial body, central bank or agency of any entity referred to in (a) above, however constituted, and (c) any association, organization or institution (international or otherwise) of which any entity mentioned in (a) or (b) above is a member.

"Group" means Frontier Group Holdings and its subsidiaries at any time.

"Guarantee" means each guarantee, amended and restated as applicable, as the context may require, dated as of the Effective Date and entered into by each Guarantor in favor of the Security Trustee on account of the obligations of the Borrower.

"Guarantor" means each of Frontier Airlines, Frontier Holdings and Frontier Group Holdings.

"Hedging Obligations" means, with respect to any Person, all obligations and liabilities of such Person under:

- (k) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;
- (l) other agreements or arrangements designed to manage interest rates or interest rate risk; and

other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity.

"Incremental A321neo Aircraft" means any or all, as the context may require, of Aircraft 237, Aircraft 238, Aircraft 240, Aircraft 242, Aircraft 243, Aircraft 248, Aircraft 251, Aircraft 254, Aircraft 255, Aircraft 257, Aircraft 259, Aircraft 261 and Aircraft 262.

"Incremental A321neo Engine Consent" means in respect of the Incremental A321neo Aircraft, the consent and agreement of the applicable Engine Manufacturer to be entered into among the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee on terms and conditions acceptable to the Facility Agent.

"Incremental A321neo Engine Purchase Agreement" means the purchase agreement, general terms agreement or similar agreement entered or to be entered into between Frontier Airlines and the Engine Manufacturer for the Incremental A321neo Aircraft.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Indemnatee" or "Indemnitees" means the Security Trustee, the Facility Agent, the Lenders and each of their Affiliates, successors, permitted assigns, directors, officers, and employees.

"Independent Director" means a director who at the time of their appointment or at any time when such Person is serving as an Independent Director is not, and has not been for the five (5) years prior to its appointment as an Independent Director, (i) an employee, officer, director, consultant, customer or supplier, or the beneficial owner (directly or indirectly) of the Borrower or any Guarantor; provided, however, that such person may serve as a trustee, director, servicer independent director or manager, independent servicer or non-economic director or in a similar capacity for any other affiliate such Person, or (ii) a spouse of, or Person related to (but not more remote than first cousins), a Person referred to in clause (i) above.

"Initial Borrowing Date" means the date on which the first Funding Notice following the Effective Date is given by the Borrower to the Facility Agent in accordance with Clause 2.3(b) of the Credit Agreement.

"Interest Payment Date" means, [***] and each such date which falls at [***] intervals thereafter, *provided* that, if any such date shall not be a Business Day, then the relevant Interest Payment Date shall be the next succeeding Business Day; *provided, further*, that no Interest Payment Date may extend past the Termination Date and the last Interest Payment Date shall be the Termination Date.

"Interest Period" means, in respect of a Loan (a) initially, the period commencing on the Original Signing Date or on the date that such Loan is made and ending on the first Interest Payment Date occurring thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period and ending on the next Interest Payment Date or, if earlier, the first to occur of the Delivery Date of the Aircraft funded by such Loan and the Termination Date.

"International interest" is defined in the Cape Town Convention.

"International Registry" is defined in the Cape Town Convention.

"Lender" means each Lender identified in Schedule I to the Credit Agreement and any assignee or transferee of such Lender.

"Lender's Net Price" means, in respect of an Aircraft, the amount specified in the column headed "Lender's Net Price" which corresponds to such Aircraft in the table set out in Schedule III to the Credit Agreement which is inclusive of all credits in respect of the Engines to be made available pursuant to the relevant Engine Agreement and subject to escalation from the date hereof in an amount equal to any escalation of the Airframe purchase price or SCN cost in accordance with the Assigned Purchase Agreement, the Engine purchase price as agreed in the relevant Engine Agreement and the BFE Budget in accordance with the Credit Agreement.

"Lien" means any mortgage, pledge, lien, claim, encumbrance, lease, security interest or other lien of any kind on property.

"Liquidity Threshold" has the meaning given to it in Clause 10.20(a) of the Credit Agreement.

"Loan" has the meaning specified in Section 2.1 of the Credit Agreement.

"Loan Certificates" means the loan certificates issued pursuant to Clause 5.2(a) of the Credit Agreement and any such certificates issued in exchange or replacement therefor pursuant to Clause 5.6 or 5.7 of the Credit Agreement.

"LTV" has, in respect of an Aircraft, the meaning given to it in Clause 10.20(a) of the Credit Agreement.

"LTV Collateral" has the meaning given to it in Clause 10.20(c)(ii) of the Credit Agreement.

"LTV Test" has the meaning given to it in Clause 10.20(b) of the Credit Agreement.

"LTV Test Date" means each FCCR Test Date on which the FCCR is less than [***].

"Majority Lenders" means, as of any date of determination, the Lenders of not less than 51% in aggregate outstanding principal amount of all Loan Certificates as of such date. For all purposes of the foregoing definition, in determining as of any date the then aggregate outstanding principal amount of Loan Certificates, there shall be excluded any Loan Certificates, if any, held by the Borrower, any Guarantor or any of their Affiliates (unless such Persons own all Loan Certificates then outstanding).

"Manuals and Technical Records" means together, those records, logs, manuals, technical data and other materials and documents relating to each Aircraft, together with any amendments thereto, as shall be delivered pursuant to the Assigned Purchase Agreement.

"Material Action" means, with respect to any Person, to consolidate or merge such Person with or into any other Person, or sell all or substantially all of the assets of such Person or to institute proceeding to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or make any assignment for the benefit of creditors of such Person, or admit in writing such Person's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate such Person.

"Material Adverse Effect" means a material adverse effect on the business, operations, properties or financial condition of the Borrower or any Guarantor, taken as a whole, or a material adverse effect on the ability of the Borrower or the Guarantors to observe or perform its obligations, liabilities and agreements under any Operative Document to which it is a party.

"Material Event of Default" means the occurrence of an "Event of Default" or "Termination Event" or such similar event howsoever described pursuant to any agreement in respect of

Financial Indebtedness (or any agreement guaranteeing Financial Indebtedness) in an amount equal to at least [***] entered into by any Guarantor excluding any such event:

- (a) which is technical and is due to an administrative error; or
- (b) which is curable and the applicable Guarantor taking all necessary steps to cure such event and such has not been continuing for more than [***] beyond any grace period provided for in the applicable agreement.

"Maximum Commitment" means, in respect of a Lender, such Lender's Participation Percentage multiplied by the Maximum PDP Loan Amount.

"Maximum LTV" has, in respect of an Aircraft the, meaning given to it in Clause 10.20(a) of the Credit Agreement.

"Maximum PDP Loan Amount" means, initially, an amount equal to [***], as such amount may be increased to an amount not to exceed [***] in accordance with Section 19.3(c)(ii) of the Credit Agreement.

"Mortgage" means the Eighth Amended and Restated Mortgage and Security Agreement dated as of the Effective Date, among the Borrower, the Facility Agent and the Security Trustee.

"Mortgage Collateral" means the Collateral as defined in the Granting clause of the Mortgage.

"Obligors" means each of the Borrower and each Guarantor (each an **"Obligor"**).

"Operative Documents" means the Administration Agreement, the Credit Agreement, the Mortgage, the Loan Certificates, the Share Charge, the Guarantees, the Assigned Purchase Agreement, the Assignment and Assumption Agreement, the Step-In Agreement, the Engine Agreements, the Incremental A321neo Engine Consents, the Option Agreement, the Servicing Agreement, the Subordinated Loan Agreement, any Fee Letter and any amendments or supplements of any of the foregoing.

"Option Agreement" means the Option Agreement, dated as of the Original Signing Date, between Frontier Airlines and the Borrower.

"Original Credit Agreement" has the meaning specified for such term in the recitals to the Credit Agreement.

"Original Signing Date" means December 23, 2014.

"Parent" means Intertrust SPV (Cayman) Limited, a Cayman Islands company (as trustee of the Trust.).

"Part" means an appliance, component, part, instrument, accessory, furnishing or other equipment of any nature, including Buyer Furnished Equipment and Engines which is installed in, attached to or supplied with an Aircraft on the Delivery Date thereof.

"Participant" has the meaning specified in Clause 19.3(d) of the Credit Agreement.

"Participation Percentage" means in respect of each Lender, the percentage set forth for such Lender in Schedule II of the Credit Agreement.

"Party" means a party to the Credit Agreement.

"Past Due Rate" means a per annum rate equal to the Applicable Rate plus [***] calculated on the basis of a year of 360 days and actual number of days elapsed.

"PATRIOT Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Recipient" has the meaning assigned to it in Section 15.1 in Schedule IV of the Credit Agreement.

"PDP Funding Date Deficiency" means, as of any date, any excess of (x) the sum of (i) the Loans then outstanding and (ii) any Financed Amount due to be paid on such date as set forth on Schedule III over (y) the Maximum PDP Loan Amount, after giving effect to any Equity Contribution scheduled to take place on such date and any repayment of the Loans on such date.

"Periodic Term SOFR Determination Day" has the meaning specified in the definition of "Term SOFR".

"Permitted Lien" means any Lien permitted under Clause 10.13 of the Credit Agreement.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, estate or trust, unincorporated organization or government or any agency or political subdivision thereof.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Facility Agent as its prime rate in effect at its principal office in New York City. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Facility Agent may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Process Agent Appointment" means an appointment and acceptance of process agent pursuant to which the Borrower appoints Corporation Service Company as agent for service of process in connection with the transactions contemplated by the Operative Documents.

"Prospective International Interest" is defined in the Cape Town Convention.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Purchase Price Installment" has the meaning given to the term Pre-Delivery Payment Amount in the Assigned Purchase Agreement.

"QFC" has the meaning specified in Section 23.1 of the Credit Agreement.

"QFC Credit Support" has the meaning specified in Section 23 of the Credit Agreement.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System (or any successor), as the same may be modified and supplemented and in effect from time to time.

"Regulatory Change" means, with respect to any Lender, any change that occurs after the Original Signing Date in Federal, state or foreign law or regulations (including Regulation D) or the adoption or making after such date of any interpretation, directive or request applying to a class of banks or financial institutions including such Lender of or under any Federal, state or foreign law or regulations (whether or not having the force of law and whether or not failure to comply therewith would be unlawful so long as compliance therewith is standard banking practice in the relevant jurisdiction) by any court or governmental or monetary authority charged with the interpretation or administration thereof. For the avoidance of doubt, the coming into effect of any applicable law or regulations, policies, orders, directives or guidelines issued by any governmental body, central bank, monetary authority or other regulatory organization (whether or not having the force of law) with respect to, arising out of, or in connection with (a) Basel II, (b) Basel III or (c) the Dodd Frank Wall Street Reform and Consumer Protection Act shall be deemed a Regulatory Change.

"Relevant Delay" has the meaning specified in Clause 10.12 of the Credit Agreement.

"Relevant Governmental Body" means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Replacement Purchase Agreement" means collectively, the Airbus Purchase Agreement as amended and restated in the terms set forth in Schedule 4 to the Step-In Agreement.

"Required Specification" means:

- (a) in respect of each A320neo Aircraft, a maximum takeoff weight of [***] tonnes and with CFM Leap-X1A engines installed thereon;
 - (b) in respect of the A321neo Aircraft, other than an Incremental A321neo Aircraft, a maximum takeoff weight of [***] tonnes with PW1133GA-JM engines installed thereon; and
 - (c) in respect of an Incremental A321neo Aircraft, (i) a maximum takeoff weight of [***] tonnes with (ii) manufacturer and model of Engines installed thereon, in the case of clause
-

(ii), reasonably acceptable to the Facility Agent and certified by Frontier Airlines in writing in respect of an Incremental A321neo Aircraft.

"Reserve Requirement" means, for any Loan Certificate, the average maximum rate at which reserves (including, without limitation, any marginal, supplemental or emergency reserves) are required to be maintained during the Interest Period in respect of such Loan Certificate under Regulation D by member banks of the Federal Reserve System in New York City with deposits exceeding one billion Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). Without limiting the effect of the foregoing, the Reserve Requirement includes any other reserves required to be maintained by such member banks by reason of any Regulatory Change with respect to (i) any category of liabilities that includes deposits by reference to which Term SOFR is to be determined or (ii) any category of extensions of credit or other assets that includes the Loan Certificates.

"Resolution Authority" has the meaning specified in Section 22.3 of the Credit Agreement.

"Sanctioned Jurisdiction" means any country or territory that is the subject of comprehensive Sanctions broadly restricting or prohibiting dealings with, in or involving such country or territory (currently, Iran, Cuba, Syria, North Korea and the Crimea, Donetsk, Luhansk and non-government controlled Zaporizhzhia and Kherson regions of Ukraine).

"Sanctioned Person" means any individual or entity (a) identified on a Sanctions List, (b) organized, domiciled or resident in a Sanctioned Jurisdiction, or (c) otherwise the target of Sanctions (target of Sanctions signifying a person with whom a U.S., UK or EU person would be prohibited or restricted by law from engaging in trade, business or other activities, including by reason of ownership or control by one or more individuals or entities described in clauses (a) or (b)).

"Sanctions" means any economic or financial sanctions or trade embargoes imposed, administered or enforced by (a) the U.S. (including OFAC, the U.S. Department of Commerce and U.S. Department of State), (b) the United Nations Security Council, (c) the European Union (and each of its member states insofar as any Sanctions administered by the European Union require implementation or enforcement thereof by such member state), (d) the United Kingdom (including His Majesty's Treasury), or (e) any other Governmental Authority having jurisdiction over the Borrower, the Facility Agent or the Lenders.

"Sanctions List" means any list of designated individuals or entities that are the subject of Sanctions, including (a) the Specially Designated Nationals and Blocked Persons List maintained by OFAC, the Entity List maintained by the U.S. Department of Commerce, or any other similar publicly available list of any U.S. Governmental Authority to implement sanctions programs, (b) the Consolidated United Nations Security Council Sanctions List, (c) the consolidated list of persons, groups and entities subject to European Union financial sanctions maintained by the European Union or any of its member states insofar as any Sanctions administered by the European Union require implementation or enforcement thereof by such member state (d) the Consolidated List of Financial Sanctions Targets in the United Kingdom maintained by His

Majesty's Treasury and (e) any other similar publicly available list of any applicable Governmental Authority having jurisdiction over the Borrower, the Facility Agent or the Lenders to implement sanctions programs.

"Scheduled Delivery Date" means, for each Aircraft, the date notified by Airbus to the Borrower provided that such date may not be any later than the last day of the Scheduled Delivery Month in respect of such Aircraft.

"Scheduled Delivery Month" means, in respect of an Aircraft, the month which corresponds to such Aircraft in the column entitled "Scheduled Delivery Month" in the table set out in Schedule III to the Credit Agreement.

"SCN" means a "Specification Change Notice" as defined in the Aircraft Purchase Agreement.

"Secured Obligations" means any and all moneys, liabilities and obligations which are now or at any time hereafter may be expressed to be due, owing or payable by the Borrower, the Parent and each Guarantor to the Lenders and/or any Agent in any currency, actually or contingently, with another or others, as principal or surety, on any account whatsoever under any Operative Document or as a consequence of any breach, non-performance, disclaimer or repudiation by the Borrower, any Guarantor or the Parent (or by a liquidator, receiver, administrative receiver, administrator, or any similar officer in respect of any of them) of any of their obligations to the Lenders and/or any Agent under any Operative Document.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Trustee" means Bank of Utah, not in its individual capacity but solely as Security Trustee on behalf of the Facility Agent and the Lenders under the Credit Agreement, and any successor thereto in such capacity.

"Security Trustee Fee Letter" means the Bank of Utah fee letter dated on or about the Original Signing Date by the Security Trustee.

"Servicing Agreement" means the Amended and Restated Servicing Agreement dated as of August 11, 2015, between the Borrower and Frontier Airlines.

"Share Charge" means the Share Charge dated the Original Signing Date, among the Parent and the Security Trustee, as confirmed pursuant to each Deed of Confirmation.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "ABR".

"Step-In Agreement" means the Amended and Restated Step-In Agreement dated as of the Effective Date among the Borrower, as buyer, the Security Trustee, as assignee, and Airbus[, and as supplemented by the Amended and Restated Side Agreement to the Step-In Agreement dated as of the Effective Date between the Security Trustee and Airbus].

"Step-In Event" has the meaning given to it in the Step-In Agreement.

"Subordinated Loan Agreement" means the Subordinated Loan Agreement, dated as of the Original Signing Date, between Frontier Airlines and the Borrower and the Subordinated Promissory Note dated the Original Signing Date, issued by the Borrower thereunder.

"Supported QFC" has the meaning specified in Section 23 of the Credit Agreement.

"Tax" or "Taxes" means any and all present or future fees (including, without limitation, license, documentation and registration fees), taxes (including, without limitation, income, gross receipts, sales, rental, use, turnover, value added, property (tangible and intangible), excise and stamp taxes), licenses, levies, imposts, duties, recording charges or fees, charges, assessments, or withholdings of any nature whatsoever, together with any assessments, penalties, fines, additions to tax and interest thereon.

"Term SOFR" means for any calculation with respect to a SOFR Loan and with respect to any Interest Period, the rate per annum which results from interpolating on a linear basis between the longest maturity for which a Screen Rate is available that is shorter than such Interest Period and the applicable Screen Rate for the shortest maturity for which a screen rate is available that is longer than such Interest Period, which "Screen Rate" shall be the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is [***] U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of [***] on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Screen Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than [***] U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Date" means the date that is 6 months following the then-current Commitment Termination Date.

"Transferee" means any person to whom the Collateral or any of it is transferred in accordance with the terms of the Credit Agreement, the Mortgage or the Step-In Agreement.

"Trust" means the Vertical Horizons, Ltd. Charitable Trust.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Special Resolution Regimes" has the meaning specified in Section 23 of the Credit Agreement.

"UK Financial Institution" has the meaning specified in Section 22.3 of the Credit Agreement.

"UK Resolution Authority" has the meaning specified in Section 22.3 of the Credit Agreement.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unrestricted Cash and Cash Equivalents" means at any date in respect of Frontier Group Holdings, the sum of (a) the undrawn portion available under any revolving, delayed draw or similar credit facilities, in each case that have a maturity of one (1) year or more from such date, (b) available liquidity and (c) the cash and cash equivalents (in each case, as such terms are defined by GAAP) of Frontier Group Holdings on a consolidated basis, that may be in each case (i) classified as "unrestricted" in accordance with GAAP on the consolidated balance sheets of Frontier Group Holdings or (ii) classified in accordance with GAAP as "restricted" on the consolidated balance sheets of the Guarantor solely in favor of the Security Trustee and the Lenders, provided that if Frontier Group Holdings agrees to any more onerous definition pursuant to any financial covenant in any agreement to which it is a party, this definition shall be deemed to be deleted and replaced with such other definition.

"VAT" means a consumption tax, value added tax, goods and services tax or similar tax, however it may be described.

"Withholding Taxes" means a deduction or withholding for or on account of Tax from a payment under an Operative Document.

"Write-Down and Conversion Powers" has the meaning specified in Section 22.3 of the Credit Agreement.

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.2(b)

EXECUTION VERSION

Vertical Horizons, Ltd.
as Buyer

and

Bank of Utah
not in its individual capacity but solely as security trustee
as Security Trustee

and

Airbus S.A.S.
as Airbus

Amended and Restated Step-in Agreement
[***] Airbus A320neo Aircraft and [***] Airbus A321neo Aircraft

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AMENDED AND RESTATED STEP-IN AGREEMENT

Dated 26 September 2024

Between:

- (1) **Vertical Horizons, Ltd.**, an exempted company incorporated with limited liability pursuant to the laws of the Cayman Islands whose registered address and principal place of business is at the offices of Intertrust SPV (Cayman) Limited, One Nexus Way, Camana Bay, George Town, Grand Cayman, KY1-9005, Cayman Islands (the **Buyer**);
- (2) **Bank of Utah**, not in its individual capacity but solely as security trustee for the Facility Agent and the Lenders (the **Security Trustee**); and
- (3) **Airbus S.A.S.**, registered in France and having its registered office at 2 rond-point Emile Dewoitine, 31700 Blagnac, France (**Airbus**).

Recitals:

- (A) Pursuant to the Purchase Agreement, Airbus has agreed to sell and Frontier has agreed to purchase and take delivery of the Aircraft.
- (B) Pursuant to the Assignment and Assumption Agreement, certain rights and obligations of Frontier in respect of the Aircraft have been transferred by Frontier to the Buyer.
- (C) Pursuant to the Assigned Purchase Agreement, Airbus has agreed to sell and the Buyer has agreed to purchase and take delivery of the Aircraft.
- (D) Pursuant to the PDP Loan Agreement, the Lenders have agreed to make available to the Buyer certain facilities on the terms and conditions contained in the PDP Loan Agreement for the purposes of refinancing and financing the Pre-Delivery Payments paid or payable (as the case may be) to Airbus in relation to the Aircraft.
- (E) It is a condition of the disbursement of funds under the PDP Loan Agreement that the parties enter into this Agreement which amends and restates the Original Step-In Agreement in the form of this Agreement and sets out the terms and conditions upon which Airbus agrees to grant and the Security Trustee agrees to assume the Relevant Rights and perform the Relevant Obligations in each case in respect of the Aircraft.

It is agreed as follows:

1 Interpretation

- 1.1 In this Agreement (including the Recitals), unless the context otherwise requires or unless otherwise defined or provided for in this Agreement, the following words and expressions shall have the respective meanings ascribed to them:

A320neo Aircraft means, as the context requires, all or any of the A320neo Airframes, together with the Engines and the Manuals and Technical Records relating respectively thereto.

A320neo Airframes means, as the context requires, all or any of the [***] Airbus A320neo airframes which are the subject of this Agreement and bearing CAC-IDs [***], together with all Parts incorporated in, installed on or attached to such airframes on the respective Delivery Dates of such airframes.

A321neo Aircraft means, as the context requires, all or any of the A321neo Airframes, together with the Engines and the Manuals and Technical Records relating respectively thereto.

A321neo Airframes means, as the context requires, all or any of the [***] Airbus A321neo airframes which are the subject of this Agreement and bearing CAC-IDs [***], together with all Parts incorporated in, installed on or attached to such airframes on the respective Delivery Dates of such airframes.

Affected Aircraft has the meaning given to it in paragraph (a) of Clause 6.8.

Affected Amounts has the meaning given to it in paragraph (a) of Clause 6.8.

Affiliate means, with respect to any person, any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such person or any of the member companies of the same group as such person, as the case may be.

Agreement means this Amended and Restated Step-In Agreement and all schedules, appendices, exhibits and annexes hereto as the same may be amended or supplemented from time to time.

Airbus Termination Event means (i) the occurrence of any event or the existence of any circumstance which entitles Airbus to terminate or cancel all or any part of the Assigned Purchase Agreement; or (ii) any breach by Frontier or Frontier Holdings of its obligations under the Guarantee executed by it that are, in the opinion of Airbus (acting reasonably), material.

Airbus Termination Event Notice means a notice served by Airbus in accordance with Clause 6.4(a).

Airbus Termination Notice means a notice served by Airbus in accordance with Clause 10.2.

Aircraft means, together, the A320neo Aircraft and the A321neo Aircraft.

Assigned Purchase Agreement means the Purchase Agreement, as and to the extent assigned to and assumed by the Buyer pursuant to the Assignment and Assumption Agreement and as amended and restated by the Assignment and Assumption Agreement.

Assignment and Assumption Agreement means the amended and restated assignment and assumption agreement dated on or about the date of this Agreement and entered into between Airbus, Frontier and the Buyer in respect of the Purchase Agreement.

BFE Transfer Documents means, in respect of a Relevant Aircraft:

- (a) a BFE bill of sale pursuant to which full legal and beneficial title to the BFE free and clear of all Encumbrances is transferred to Airbus; and
- (b) a BFE indemnity letter including an acknowledgement that Airbus accepts no responsibility for the condition of the BFE and an indemnity in favour of Airbus for any Losses suffered or incurred by Airbus as a consequence of Airbus acquiring title to the BFE and/or transferring title to such BFE,

in each case in a form and substance reasonably satisfactory to Airbus issued by the Buyer and/or the Security Trustee.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for business in Toulouse and, in respect of determining Term SOFR, "Business Day" has the meaning given to that term in the PDP Loan Agreement (as set out in Appendix A hereto).

Buyer Furnished Equipment and **BFE** means all the items of equipment that are furnished by or on behalf of the Buyer and/or the Security Trustee in respect of a Relevant Aircraft and installed on such Relevant Aircraft by Airbus on or prior to the Delivery Date applicable to that Relevant Aircraft.

Cape Town Convention means the Convention on International Interests in Mobile Equipment and its Protocol on Matters specific to Aircraft Equipment concluded in Cape Town on 16 November 2001.

Certificate of Acceptance means in respect of a Relevant Aircraft, a certificate of acceptance relating to such Relevant Aircraft in the form set out in the Assigned Purchase Agreement or the Replacement Purchase Agreement.

Decision Date means, with respect to any Relevant Aircraft, the date falling [***] after the occurrence of a Step-In Event [***].

Delivery, with respect to any Relevant Aircraft:

- (a) with regard to any time prior to a Step-In, means the delivery of such Relevant Aircraft by Airbus to (i) the Buyer or its assignee pursuant to the terms and conditions set out in the Assigned Purchase Agreement or (ii) Frontier pursuant to the terms and conditions set out in the Re-Assigned Purchase Agreement; and
- (b) with regard to any time after a Step-In, means the delivery of such Relevant Aircraft by Airbus to the "Buyer" or its assignee pursuant to the terms and conditions set out in the Replacement Purchase Agreement.

Delivery Date means, in relation to each Relevant Aircraft, the date on which title to such Relevant Aircraft is transferred to the "Buyer" or its assignee under, and in accordance with the provisions of, the Assigned Purchase Agreement, the Re-Assigned Purchase Agreement or the Replacement Purchase Agreement.

Encumbrance means:

- (a) any mortgage, charge, pledge, assignment, title retention, lien or other encumbrance securing any obligation of any person or any other agreement or arrangement having a similar effect; or

(b) any agreement or arrangement giving effect to any of the foregoing.

Engines means:

- (a) with respect to an A320neo Airframe, collectively the set of two (2) engines attached to such A320neo Airframe on the Delivery Date of such A320neo Airframe;
- (b) with respect to an A321neo Airframe, collectively the set of two (2) engines attached to such A321neo Airframe on the Delivery Date of such A321neo Airframe.

Facility Acceleration Event means, by reason of the occurrence of a Loan Event of Default, the exercise by the Facility Agent of its rights under the PDP Loan Agreement to declare all amounts outstanding under the PDP Loan Agreement to be immediately due and payable.

Facility Agent has the meaning given to that term in the PDP Loan Agreement (as set out in Appendix A hereto).

Final Price means the "*Final Price*" as defined in the Assigned Purchase Agreement or the Replacement Purchase Agreement.

Finance Parties means the Security Trustee, the Facility Agent and the Lenders and Finance Party means any one of them.

Financed Pre-Delivery Payments means, in relation to a Pre-Delivery Payment, the amount equal to that Pre-Delivery Payment or that part of that Pre-Delivery Payment which has been financed or refinanced or is to be financed or refinanced by the Lenders pursuant to the PDP Loan Agreement (whether or not initially paid by the Buyer) as set out (i) in the case of the A320neo Aircraft, in column 3 of Part A of Schedule 1 and (ii) in the case of the A321neo Aircraft, in column 3 of Part B of Schedule 1 and **Financed Pre-Delivery Payment** means any one (1) such payment.

Frontier means Frontier Airlines, Inc., a corporation incorporated and existing under the laws of the State of Colorado, the United States of America.

Frontier Holdings means Frontier Airlines Holdings, Inc., a corporation incorporated and existing under the laws of the State of Delaware, the United States of America.

Guarantees means, together:

- (a) the guarantee and indemnity dated 23 December 2014 between Frontier as guarantor and Airbus as beneficiary pursuant to which Frontier has agreed, amongst other things, to guarantee to Airbus the due and punctual performance by the Buyer of all of its obligations owed to Airbus under each Relevant Document to which it is a party, as amended, supplemented or confirmed from time to time; and
- (b) the guarantee and indemnity dated 23 December 2014 between Frontier Holdings as guarantor and Airbus as beneficiary pursuant to which Frontier Holdings has agreed, amongst other things, to guarantee to Airbus the due

and punctual performance by the Buyer of all of its obligations owed to Airbus under each Relevant Document to which it is a party, as amended, supplemented or confirmed from time to time,

(each, a **Guarantee**).

Guarantee Confirmation means the confirmation dated on or about the date hereof and executed by Frontier and Frontier Holdings in relation to the Guarantees.

Indemnitees has the meaning given to that term in Clause 11.

Insolvency Event means, in relation to a person, the occurrence of any of the following:

- (a) such person is unable or admits inability to pay its debts as they fall due or suspends making payments on all or a substantial part of its debts;
- (b) a moratorium or other protection from its creditors is declared or imposed in respect of all or a substantial part of the indebtedness of such person;
- (c) any corporate action on the part of such person is, or legal proceedings are, taken (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) in relation to:
 - (i) the suspension of all or a substantial part of the payments, a moratorium of all or a substantial part of the indebtedness, winding-up, dissolution or administration of such person save, in the case of a winding-up, a winding up petition which is discharged, stayed or dismissed within thirty (30) days of its presentation;
 - (ii) the appointment of a liquidator, supervisor, receiver, administrative receiver, administrator, compulsory manager, trustee or other similar officer in respect of such person or all or a substantial part of the assets of such person; or
- (d) any expropriation, attachment, sequestration, distress or execution affects all or a substantial part of the assets of such person; or
- (e) any analogous event or circumstance to those described in paragraphs (a) to (d) above occurs in any jurisdiction.

International Registry means the registry established pursuant to the Cape Town Convention.

Lenders means the banks and financial institutions which are party to the PDP Loan Agreement as lenders from time to time, being as at the date of this Agreement, Deutsche Bank AG, Natixis, New York Branch and Credit Agricole – CIB.

Letter of Release means a letter of release in the form set out in Schedule 2.

Loan Event of Default has the meaning given to the term “*Event of Default*” in the PDP Loan Agreement (a complete list of which “*Events of Default*” as at the date hereof is set out in Appendix A) [***].

Losses includes all losses, payments, damages, liabilities, claims, proceedings, actions, penalties, fines, duties, taxes, fees, rates, levies, charges, demands or other sanctions of a monetary nature, insurance premiums, judgements, costs and expenses.

Manuals and Technical Records means together, those records, logs, manuals, technical data and other materials and documents relating to each Relevant Aircraft, as shall be delivered pursuant to the Assigned Purchase Agreement or the Replacement Purchase Agreement.

Material Event of Default means:

- (a) [***] the occurrence of an Insolvency Event in respect of the Buyer; or
- (b) the occurrence of the Loan Event of Default set out in paragraph (a) (*Non Payment*) of Appendix A, [***]; or
- (c) the occurrence of a Facility Acceleration Event.

Material Event of Default Notice means a written notice from the Security Trustee given to Airbus in accordance with the provisions of Clause 5.5.

Non-Financed Pre-Delivery Payments means in relation to a Pre-Delivery Payment, the amount equal to that Pre-Delivery Payment or that part of that Pre-Delivery Payment which has been paid or is to be paid by the Buyer (and which has not been financed or refinanced by the Lenders under the PDP Loan Agreement) as set out (i) in the case of the A320neo Aircraft, in column 4 of Part A of Schedule 1 and (ii) in the case of the A321neo Aircraft, in column 4 of Part B of Schedule 1 and **Non-Financed Pre-Delivery Payment** means any one (1) such payment.

Notice means, with respect to a Relevant Aircraft:

- (a) a Step-In Notice; or
- (b) a Letter of Release

as the case may be, in each case relating to such Relevant Aircraft.

Option means, in relation to any Relevant Aircraft, the option granted to Airbus pursuant to Clause 8.1.

Option Date means, in respect of an Option, the date upon which Airbus pays the Option Price to the Facility Agent.

Option Period means, in relation to any Relevant Aircraft, the period commencing on the date of the occurrence of a Step-In Event and ending on the date falling [***] after service by the Security Trustee of a Step-In Notice relating to that Relevant Aircraft.

Option Price means, in respect of a Relevant Aircraft, an amount equal to the aggregate of:

- (a) all of the Financed Pre-Delivery Payments actually received by Airbus in respect of such Relevant Aircraft at the commencement of the relevant Option Period (without prejudice to Clause 11.2); and
- (b) interest on the amount referred to in paragraph (a) above calculated at the rate of [***].

Original Step-In Agreement means the step-in agreement dated 23 December 2014 and entered into among the Buyer, the Security Trustee and Airbus, as amended on:

- 11 May 2015;
- 11 August 2015;
- 16 December 2016;
- 29 December 2017;
- 29 January 2019 (by way of restatement);
- 16 August 2019;
- 19 March 2020 (by way of restatement);
- 4 May 2020;
- 15 December 2020;
- 28 December 2021 (by way of restatement);
- 31 March 2022;
- 30 June 2022;
- 31 March 2023;
- 26 May 2023;
- 28 June 2023;
- 11 August 2023 (by way of restatement);
- 13 October 2023; and
- 31 July 2024.

Part means an appliance, component, part, instrument, accessory, furnishing or other equipment of any nature, excluding any Buyer Furnished Equipment and the Engines, which is installed in, attached to or supplied with a Relevant Aircraft on the Delivery Date thereof.

PDP Advance means, in respect of a Relevant Aircraft, an advance of funds by the Facility Agent under the PDP Loan Agreement for the purposes of financing or re-financing a Pre-Delivery Payment which is due and payable or which has been paid under the Assigned Purchase Agreement.

PDP Loan Agreement means the tenth amended and restated PDP loan agreement, dated on or about the date of this Agreement, made between the Buyer, as borrower, the Lenders, the Security Trustee and the Facility Agent relating to the financing and/or refinancing of certain Pre-Delivery Payments in respect of the Aircraft.

PDP Loan Margin means [***].

PDP Payment Dates means, in respect of each Aircraft, the dates when Pre-Delivery Payments are due as set out (i) in the case of the A320neo Aircraft, in

column 1 of Part A of Schedule 1 and (ii) in the case of the A321neo Aircraft, in column 1 of Part B of Schedule 1 and **PDP Payment Date** means any one (1) such date.

Permitted Transferee means, any person to whom the Security Trustee intends to transfer the benefit and burden of the corresponding Relevant Rights and/or Relevant Obligations in accordance with this Agreement who has been approved in writing by Airbus (such approval not to be unreasonably withheld or delayed), it being agreed and acknowledged by the Security Trustee that Airbus shall be entitled to withhold its approval in respect of any person which is:

- (a) a person to whom it is illegal for Airbus to sell an aircraft or a party with which Airbus is prohibited by applicable law or regulation from doing business; or
- (b) a special purpose company or similar entity (unless such special purpose company or other entity has been guaranteed to the satisfaction of Airbus (acting reasonably) by an entity that otherwise satisfies the definition of a Permitted Transferee);
- (c) an airframe manufacturer or an engine manufacturer, or an entity directly or indirectly controlled by an airframe manufacturer or an engine manufacturer, or an Affiliate of any such persons;
- (d) a person with which Airbus (acting reasonably) objects to doing business, either (i) by reason of the occurrence of a contractual or non-contractual dispute with that person or (ii) by reason of the default by such person or any of its Affiliates in the performance of any material obligation owed to Airbus under any contract; or
- (e) subject to or, in the reasonable opinion of Airbus, is likely to become the subject of an Insolvency Event prior to the Delivery of any Relevant Aircraft.

Pre-Delivery Payments means, in respect of each Aircraft, the amounts paid or payable by the Buyer under the Assigned Purchase Agreement (such payments being the pre-delivery payments paid or payable under the Purchase Agreement, as assigned to the Buyer) on specified dates, each as more particularly set out (i) in the case of the A320neo Aircraft, in column 2 of Part A of Schedule 1 and (ii) in the case of the A321neo Aircraft, in column 2 of Part B of Schedule 1 and **Pre-Delivery Payment** means any one (1) such payment.

Purchase Agreement means the A320neo aircraft purchase agreement dated 30 September 2011, as amended and supplemented from time to time (but excluding any letter agreements entered into from time to time in relation thereto), between Airbus (as seller) and Frontier (as buyer) with respect to, *inter alia*, the Aircraft (Frontier having acquired the rights and obligations of Republic Airways Holdings, Inc. thereunder pursuant to an assignment and assumption agreement dated 6 November 2013 between Republic Airways Holdings, Inc., Frontier and Airbus).

Re-Assigned Purchase Agreement means the Assigned Purchase Agreement, as re-assigned to and assumed by Frontier pursuant to the Re-Assignment and Assumption Agreement.

Re-Assignment and Assumption Agreement means the re-assignment and re-assumption agreement in respect of the Assigned Purchase Agreement dated 23 December 2014 (as amended from time to time) and entered into between Frontier, the Buyer and Airbus with respect to the re-assignment to Frontier and re-assumption by Frontier of rights, interests, obligations and liabilities under the Assigned Purchase Agreement in respect of the Relevant Aircraft (as defined therein).

Re-Assignment Event has the meaning given to that term in the Re-Assignment and Assumption Agreement.

Relevant Aircraft means any Aircraft in respect of which a PDP Advance has been made.

Relevant Documents means this Agreement, the Assignment and Assumption Agreement, the assignment and amendment agreement dated June 30, 2022 between Airbus, Frontier and Buyer, the Assigned Purchase Agreement, the Re-Assignment and Assumption Agreement, the Re-Assigned Purchase Agreement, each Guarantee, the Guarantee Confirmation and the Security Assignment and all agreements and instruments amending, supplementing or confirming the foregoing from time to time (and, individually, each a **Relevant Document**).

Relevant Obligations means, in respect of a Relevant Aircraft, collectively:

- (a) the obligations of the Security Trustee under this Agreement;
- (b) the obligations of the “Buyer” under the Replacement Purchase Agreement (including the obligation to pay the Final Price to Airbus); and
- (c) the obligation of the Security Trustee after a Step-In and prior to Delivery to provide to Airbus a duly executed BFE Indemnity Letter in a form consistent with Airbus’ then standard practice, having regard to the circumstances.

Relevant Rights means, in respect of a Relevant Aircraft, collectively:

- (a) the right to Step-In in accordance with this Agreement;
- (b) the right to receive from Airbus in accordance with the terms and conditions set out in the Replacement Purchase Agreement any payment or repayment of an amount equal to or in respect of any part of any Pre-Delivery Payments received by Airbus [***]; and
- (c) the right to require Airbus in accordance with the terms and conditions set out in the Replacement Purchase Agreement to apply an amount equal to any such Pre-Delivery Payments relating to such Relevant Aircraft and received by Airbus and which have not pursuant to a final, non-appealable judgement been repaid by Airbus to the Buyer or any claimant acting through the Buyer (without prejudice to Clause 11.2), in partial satisfaction of the Final Price.

Replacement Purchase Agreement means, following a Step-In, the aircraft purchase agreement relating to each of the Step-In Aircraft, in the form set out in Schedule 4.

Scheduled Delivery Month means, in respect of each Aircraft, the month during which the Delivery Date is, at the date of this Agreement, scheduled to occur, as specified (i) in the case of the A320neo Aircraft, in column 6 of Part A of Schedule 1 and (ii) in the case of the A321neo Aircraft, in column 6 of Part B of Schedule 1.

Secured Obligations means any and all moneys and financial liabilities which are (or which are expressed to be) now or at any time hereafter due, owing or payable by the Buyer to any Finance Party in any currency, actually or contingently, with another or others, as principal or surety, on any account whatsoever in favour of any Finance Party in relation to any PDP Advance under or pursuant to the PDP Loan Agreement, the Security Assignment and this Agreement, including as a consequence of any breach, non-performance, disclaimer or repudiation by the Buyer (or by a liquidator, receiver, administrative receiver, administrator or any similar officer in respect of the Buyer) of any of such obligations; and any and all obligations which are (or which are expressed to be) now or at any time hereafter to be performed by the Buyer in favour of any Finance Party in relation to any PDP Advance pursuant to the PDP Loan Agreement, the Security Assignment and this Agreement.

Security Assignment means the tenth amended and restated mortgage and security agreement relating to the Assigned Purchase Agreement, dated on or about the date of this Agreement, made between the Buyer, the Facility Agent and the Security Trustee.

Share Charge means (i) the share charge in respect of the shares in the Buyer dated 23 December 2014 between Intertrust SPV (Cayman) Limited and the Security Trustee or (ii) any share charge over the shares in the Buyer made between Intertrust SPV (Cayman) Limited and the Security Trustee which replaces, but is not in addition to the original share charge, if the original share charge referred to in (i) above is found to be defective or unenforceable by the Security Trustee.

Standstill Period means a period ending [***] after the date Airbus serves an Airbus Termination Notice (or if, in the event of an Insolvency Event having occurred in respect of the Buyer, the Security Trustee is stayed or otherwise prohibited by law or by order of a court with jurisdiction over such proceeding from sending a Step-In Notice, [***] after the end of such stay or prohibition).

Step-In means, pursuant to the service by the Security Trustee of a Step-In Notice in accordance with the terms and conditions set out in this Agreement, the election by the Security Trustee to (i) step-in and purchase the Relevant Aircraft referred to in the Step-In Notice in accordance with the terms of the Replacement Purchase Agreement and (ii) assume the benefit and the burden of the Relevant Rights and the Relevant Obligations with respect to such Relevant Aircraft referred to in the Step-In Notice.

Step-In Aircraft means, following the occurrence of a Step-In Event, the Relevant Aircraft the Security Trustee has elected to purchase in accordance with the provisions of this Agreement and as identified in the Step-In Notice.

Step-In Event means:

- (a) the service by the Security Trustee of a Material Event of Default Notice in accordance with Clause 5.5; or
- (b) the service by Airbus of an Airbus Termination Event Notice.

Step-In Notice means the notice (if any) served by the Security Trustee pursuant to Clause 7.1 in the form set out in Schedule 3.

Term SOFR has the meaning given to that term in the PDP Loan Agreement (as set out in Appendix A hereto).

Terminated Aircraft has the meaning given to such term in Clause 7.3.

Termination Event means the occurrence of any of the events or circumstances set out in Clause 10.1.

US Dollars and **US\$** means the lawful currency of the United States of America.

1.2 In this Agreement:

- (a) references to Clauses, Appendices and Schedules are to be construed as references to the Clauses of, and the Appendices and Schedules to, this Agreement, references to sub-Clauses shall unless otherwise specifically stated be construed as references to the sub-Clauses of the Clause in which the reference appears and references to this Agreement include its Schedules;
- (b) references to this Agreement (or to any specified provisions of this Agreement) or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as amended in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
- (c) words importing the plural shall include the singular and vice versa;
- (d) headings to clauses or sections are for convenience only and are to be ignored in construing this Agreement;
- (e) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons, any state or any agency thereof and shall include references to its successors, permitted transferees and permitted assigns;
- (f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;

- (g) **liability** includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);
- (h) the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible;
- (i) the words **herein**, **hereof** and **hereunder**, and words of similar import shall be construed to refer to a document in its entirety and not to any particular provision of such document; and
- (j) any representation or agreement made in favour of the Security Trustee is so made in its capacity as security trustee and is made for the benefit of the Security Trustee, the Facility Agent and the Lenders.

2 Representations and Warranties

2.1 Each party to this Agreement hereby represents and warrants to the other parties that, as at the date of this Agreement:

- (a) it is duly incorporated and existing under the laws of its jurisdiction of incorporation and has the power and authority to enter into and perform its obligations under this Agreement and all necessary action has been taken by it to authorise the execution, delivery and performance of this Agreement;
- (b) no authorisations, consents or approvals are required to be obtained by it under the laws, rules and regulations of any governmental authorities or other official bodies in its jurisdiction of incorporation known to be applicable in connection with this Agreement; and
- (c) this Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms subject to general principles of equity and any applicable law from time to time in effect relating to bankruptcy or liquidation or any other applicable law affecting generally the enforcement of creditors' rights.

2.2 The Buyer further represents and warrants to the Security Trustee and Airbus that, as at the date of this Agreement:

- (a) the execution and delivery of, the performance of its obligations under, and compliance by it with the provisions of the Security Assignment and this Agreement will not:
 - (i) conflict with any agreement, mortgage, bond or other instrument or treaty to which it is a party;
 - (ii) contravene any existing applicable law of its jurisdiction of incorporation; or
 - (iii) contravene or conflict with any provision of its constitutional documents;

- (b) its business is limited exclusively to the acquisition, financing, owning, leasing and disposal of the Aircraft in accordance with the transactions contemplated by the PDP Loan Agreement and the Relevant Documents to which it is a party and matters incidental thereto;
- (c) the Assigned Purchase Agreement is in full force and effect and is enforceable against it in accordance with its terms subject to general principles of equity and any applicable law from time to time in effect relating to bankruptcy or liquidation or any other applicable law affecting generally the enforcement of creditors' rights;
- (d) it is not in breach of any provision of the Assigned Purchase Agreement;
- (e) other than pursuant to the Security Assignment, it has not created or allowed to subsist any Encumbrance over the whole or any part of its rights under the Assigned Purchase Agreement in respect of any of the Aircraft;
- (f) the extracts of the PDP Loan Agreement set out in Appendix A to this Agreement are true and accurate in all respects; and
- (g) the information set out in Schedule 1 is accurate and those Pre-Delivery Payments noted as having been paid on the date hereof have been paid to Airbus.

2.3 The Security Trustee represents and warrants to Airbus that the extracts of the PDP Loan Agreement set out in Appendix A to this Agreement are true and accurate in all respects on the date of this Agreement and Appendix A contains all events of default under the PDP Loan Agreement, the Security Assignment or any other agreement between the Security Trustee and the Buyer that relates to the financing of the Aircraft.

2.4 Airbus further represents and warrants to the Security Trustee and Buyer as follows:

- (a) [***]
- (b) [***]

3 Assumption and Agreement

3.1 Airbus acknowledges receipt of the Security Assignment and, to the extent that the same is not inconsistent or in conflict with the provisions of this Agreement, consents to the granting of the Security Assignment. Airbus, the Buyer and the Security Trustee each agree (for the benefit solely of Airbus and the Security Trustee) that, in the event of any conflict or inconsistency between the provisions of the Security Assignment (insofar as it relates to the Assigned Purchase Agreement and associated rights) and the provisions of this Agreement, the provisions of this Agreement shall prevail.

3.2 [***], the Security Trustee acknowledges in favour of Airbus that Airbus shall be entitled to continue to deal with the Buyer (to the exclusion of the Security Trustee) in connection with the Relevant Rights at all times until a Step-In Notice has been served and shall be entitled to conclusively assume (without obligation to make any enquiry) that any exercise by the Buyer in connection with the Relevant Rights

and the Relevant Obligations prior to the service of a Step-In Notice has been in accordance with this Clause.

- 3.3 In consideration of the Lenders entering into the PDP Loan Agreement pursuant to which they have agreed, subject to the terms and conditions thereof, to finance the Financed Pre-Delivery Payments in relation to the Relevant Aircraft payable to Airbus on the relevant PDP Payment Dates, Airbus, the Security Trustee and the Buyer hereby agree that, subject to the terms and conditions of this Agreement and provided that Airbus has not previously delivered an Airbus Termination Notice under Clause 10.2 in respect of such Relevant Aircraft following the occurrence of a Termination Event, upon receipt by Airbus of a Step-In Notice in respect of a Relevant Aircraft:
- (a) the rights and obligations of Airbus to the Buyer under the Assigned Purchase Agreement that relates solely to such Relevant Aircraft shall cease;
 - (b) the Buyer shall remain fully liable to Airbus to perform all the obligations of the “Buyer” under the Assigned Purchase Agreement, subject to the operation of the Re-Assignment and Assumption Agreement;
 - (c) the Security Trustee shall assume and perform in favour of Airbus the Relevant Obligations and receive the benefit of and be entitled to exercise the Relevant Rights in each case that relate solely to such Relevant Aircraft and in accordance with the terms of the Replacement Purchase Agreement; and
 - (d) Airbus' obligations and liabilities that relate solely to such Relevant Aircraft shall be owed solely to the Security Trustee subject to and in accordance with the terms of this Agreement and the Replacement Purchase Agreement (but not, for the avoidance of doubt, the Assigned Purchase Agreement).
- 3.4 It is a condition precedent to the obligations of Airbus under this Agreement that Airbus receives a copy of each Guarantee, the Guarantee Confirmation, the Assignment and Assumption Agreement, the Re-Assignment and Assumption Agreement and the Security Assignment, in each case duly executed by the parties thereto. Airbus hereby irrevocably confirms satisfaction of such condition precedent.
- 3.5 The condition specified in Clause 3.4 is inserted for the sole benefit of Airbus and may be waived in whole or in part and with or without conditions by Airbus at its sole discretion.

4 Undertakings of the Buyer

- 4.1 Prior to the issuance of a Notice in respect of a Relevant Aircraft, the Buyer undertakes that it shall not without the prior consent of the Security Trustee, enter into any agreement with Airbus which would:
- (a) rescind, cancel or terminate any of the rights or obligations under the Assigned Purchase Agreement to the extent relating to such Relevant Aircraft; or

- (b) [***] defer the Delivery Date of such Relevant Aircraft to the extent that the aggregate deferral in relation thereto does not exceed the date falling [***] after the last day of its Scheduled Delivery Month,

provided that the consent of the Security Trustee shall not be required in order for the Buyer to agree with Airbus to advance the Scheduled Delivery Month of such Relevant Aircraft for any period of time.

4.2 Prior to the issuance of a Notice in respect of a Relevant Aircraft, the Buyer hereby undertakes to Airbus and the Security Trustee that it shall:

- (a) notify the Security Trustee promptly after any change in the Scheduled Delivery Month of such Relevant Aircraft has been agreed; and
- (b) [***], obtain (or cause to be obtained), maintain (or cause to be maintained) in full force and effect and comply in all material respects with the conditions and restrictions (if any) imposed in, or in connection with, such consents, authorisations, licences or approvals of governmental or public bodies or authorities or courts and do, or cause to be done, all other acts and things, which may from time to time be required or be desirable under law for the continued due performance of its obligations under the Relevant Documents to which it is a party.

4.3 The Buyer shall be responsible for all the documentation and transaction costs incurred in connection with the negotiation, preparation, execution and registration of the Relevant Documents including without limitation the legal fees and tax advisory fees of Airbus and the Finance Parties.

4.4 Following a Step-In the Buyer acknowledges that [***]

5 Undertakings of the Security Trustee

5.1 Until such time as a Step-In Notice has been received by Airbus in respect of a Relevant Aircraft, the Security Trustee agrees and undertakes that:

- (a) it shall not, and shall not be entitled to, exercise or otherwise enforce any of the Relevant Rights or perform any of the Relevant Obligations in respect of such Relevant Aircraft (other than the performance of its obligations under this Agreement); and
- (b) the Buyer shall be free to agree to advance the Scheduled Delivery Month of such Relevant Aircraft for any period of time without the consent of the Security Trustee; and
- (c) the Buyer together with Airbus shall be free to defer the Delivery Date of such Relevant Aircraft to the extent the aggregate deferral in relation thereto does not exceed the date falling [***] after the last day of its Scheduled Delivery Month.

5.2 The Security Trustee agrees and undertakes that:

- (a) it shall only be entitled to exercise or otherwise enforce any of the Relevant Rights or to perform any of the Relevant Obligations relating to a Relevant

Aircraft in accordance with the provisions of this Agreement and the Replacement Purchase Agreement; and

- (b) the purchase price payable by it for a Step-In Aircraft shall be the Final Price as defined in and as calculated pursuant to the Replacement Purchase Agreement at the Delivery Date of such Step-In Aircraft.

5.3 The Security Trustee undertakes that:

- (a) prior to or contemporaneously with its service of the Step-In Notice relating to any Relevant Aircraft the Facility Agent shall have exercised its right to declare all amounts outstanding under the PDP Loan Agreement in respect of the Relevant Aircraft to be immediately due and payable and the Buyer shall have failed to pay all such amounts on the date the same are expressed to be due and payable pursuant to the PDP Loan Agreement; and
- (b) unless to do so would be reasonably likely to be contrary to applicable law, prior to or contemporaneously with its service of the Step-In Notice relating to any Relevant Aircraft, the Security Trustee shall have (i) made demand under any guarantee provided by Frontier or Frontier Holdings which is now held by the Security Trustee as security for all or any other part of the Buyer's obligations under the PDP Loan Agreement and (ii) if security is hereafter created in favour of the Security Trustee as security for all or any part of the Buyer's obligations under the PDP Loan Agreement (for the avoidance of doubt other than the Share Charge and the Security Assignment), the Security Trustee shall have taken all steps reasonably available to it to enforce such security.

5.4 Nothing in this Agreement shall limit or restrict the ability of any Finance Party to exercise any rights they may have against the Buyer or any other person:

- (a) under the PDP Loan Agreement; or
- (b) under or pursuant to any security or guarantee now or hereafter held by any Finance Party for all or any part of the Buyer's obligations under the PDP Loan Agreement,

provided that it is agreed (for the benefit solely of Airbus and the Security Trustee) that, in the event of any conflict between the provisions of the PDP Loan Agreement and this Agreement, this Agreement shall prevail.

5.5 The Security Trustee undertakes to [***].

5.6 The parties agree that for the purposes of this Agreement, Airbus shall not be deemed to have knowledge of and need not recognise any event, condition, right, remedy or dispute affecting the interest of the Buyer or any Finance Party under this Agreement or the PDP Loan Agreement until such time as Airbus shall have received written notice thereof from the Security Trustee or any Finance Party.

5.7 The Security Trustee hereby confirms to Airbus that, as of the date of this Agreement, it has not and it covenants that it shall not at any time after the date of this Agreement take the benefit of any form of Encumbrance over the shares (howsoever described) of the Buyer (whether pursuant to a share pledge or other

similar document and whether pursuant to a single transaction or a series of transactions) other than the Share Charge (a **Prohibited Charge**) without the prior written consent of Airbus. Without prejudice to Airbus' entitlement to exercise any rights and/or remedies pursuant to the terms of this Agreement or at law in respect of a breach by the Security Trustee of the covenant set out above, the Security Trustee and the Buyer each agree that:

(a) if the Security Trustee:

- (i) in breach of the covenant set out above, takes the benefit of a Prohibited Charge and, thereafter, takes any steps to enforce or otherwise exercise any of its rights arising out of any such Prohibited Charge; or
- (ii) commences enforcement of the Share Charge in circumstances where the Security Trustee has not served the Step-In Notice pursuant to which the Security Trustee has irrevocably confirmed to Airbus that it has elected to assume and exercise all of the rights and obligations under the Assigned Purchase Agreement relating to all undelivered Relevant Aircraft,

Airbus shall, if it reasonably determines that such action has a material adverse effect on it, be entitled at any time thereafter to terminate or cancel this Agreement in respect of any or all of the Relevant Aircraft without liability to the Security Trustee or the Buyer [***] in respect of any or all of the Relevant Aircraft (following which Clauses 6.4 to 6.6 shall apply, [***]); and

- (b) the creation of any Prohibited Charge or the commencement of any enforcement of the Share Charge, in each case other than as permitted by this Clause 5.7, shall constitute a Re-Assignment Event for the purposes of the Re-Assignment and Assumption Agreement and, as contemplated by clause 2.2 of the Re-Assignment and Assumption Agreement, Airbus may, by written notice to each of the Buyer and Frontier, terminate the Assignment and Assumption Agreement with respect to any or all undelivered Aircraft.

5.8 The Security Trustee and the Buyer shall not (without the prior written consent of Airbus, not to be unreasonably withheld or delayed) [***]

(i) [***]

(ii) [***]

(iii) [***]

6 Undertakings of Airbus

6.1 Until such time as Airbus receives a Notice in respect of a Relevant Aircraft and served in accordance with the provisions of this Agreement, Airbus agrees for the benefit of the Security Trustee that it shall not, without the prior written consent of the Security Trustee, enter into any agreement with the Buyer to amend the provisions of the Assigned Purchase Agreement to the extent relating to a Relevant Aircraft in a manner which would be detrimental in any material respect

to the rights of the Security Trustee in respect of the Relevant Rights or Relevant Obligations provided that:

- (a) Airbus and the Buyer may, in respect of any Relevant Aircraft, agree to:
 - (i) defer the Delivery Date of any Relevant Aircraft to the extent that the aggregate deferral in relation thereto does not exceed the date falling [***] after the last day of such Relevant Aircraft's Scheduled Delivery Month; and/or
 - (ii) advance the Delivery Date of any Relevant Aircraft for any period of time; and
- (b) this Clause 6.1 shall not (and shall not be construed to) restrict or otherwise limit the ability of Airbus to exercise its rights and to comply with its obligations under the Assigned Purchase Agreement to the extent relating to SCNs.

6.2 Airbus confirms, as at the date of this Agreement:

- (a) so far as Airbus is aware no Airbus Termination Event has occurred and is continuing; and
- (b) Airbus has received from the Buyer the amounts specified in column 5 of (in the case of the A320neo Aircraft) Part A or (in the case of the A321neo Aircraft) Part B of Schedule 1 to this Agreement on account of the Pre-Delivery Payments in respect of the Relevant Aircraft and all of the information contained in Schedule 1 is accurate as at the date hereof.

6.3 Subject always to the terms of this Agreement and provided no Airbus Termination Notice has been given under Clause 10.2 following the occurrence of a Termination Event with respect to any Relevant Aircraft that is continuing, Airbus undertakes to the Security Trustee that, prior to the termination or cancellation of the Assigned Purchase Agreement (which termination or cancellation by Airbus shall be made subject to Clause 6.4), Airbus will not unless required to do so by applicable law (and not by contract), transfer title to any of the Relevant Aircraft that are the subject of the Assigned Purchase Agreement to any person other than, subject to the terms and conditions set out in this Agreement, the Security Trustee or a Permitted Transferee, other than in circumstances where (a) the Security Trustee or its Permitted Transferee has executed or is required under the terms of this Agreement to execute and has failed to do so, a Letter of Release with respect to such Relevant Aircraft or (b) there has occurred a Re-Assignment Event.

6.4 If an Airbus Termination Event occurs with respect to any Relevant Aircraft, Airbus undertakes that:

- (a) it shall, prior to exercising any rights to terminate or cancel the Assigned Purchase Agreement, notify the Security Trustee in writing (with a copy to the Buyer) of the occurrence of the Airbus Termination Event, which notification shall specify the steps or actions (if any) which would be required to be undertaken in order to remedy the Airbus Termination Event (an **Airbus Termination Event Notice**); and

- (b) subject to Clause 6.5, it shall not exercise any rights to terminate or cancel the Assigned Purchase Agreement to the extent relating to such Relevant Aircraft until such time as the Standstill Period has expired.

6.5 Notwithstanding the provisions of Clause 6.4, Airbus may exercise its rights under the Assigned Purchase Agreement to terminate the Assigned Purchase Agreement in part or in full at any time prior to the expiry of the Standstill Period, if, in the reasonable opinion of Airbus, it would be detrimental to the rights of Airbus as against the Buyer under the Assigned Purchase Agreement if such termination were delayed until the expiry of the Standstill Period. Following such termination, the provisions of Clause 6.6 shall apply as between the Security Trustee and Airbus.

6.6 If Airbus exercises its right to terminate or cancel the Assigned Purchase Agreement in respect of any Relevant Aircraft under the proviso to Clause 5.7 or Clause 6.5 prior to the expiry of the Standstill Period, or if the Assigned Purchase Agreement is rejected by the debtor or terminated by a bankruptcy court having jurisdiction in a proceeding under the United States Bankruptcy Code or in connection with any equivalent bankruptcy or insolvency proceedings in any other jurisdiction, Airbus agrees for the benefit of the Security Trustee that, as between Airbus and the Security Trustee and notwithstanding such termination or cancellation, the Security Trustee shall be entitled to serve a Step-In Notice prior to the expiry of the Standstill Period as if the Assigned Purchase Agreement were still in full force and effect. In such circumstances, following the service by the Security Trustee of a Step-In Notice the provisions of Clauses 7.4 to 7.5(b) shall apply as between Airbus and the Security Trustee.

6.7 If the Security Trustee has not served a Step-In Notice prior to the expiry of the Standstill Period, Airbus shall be entitled to exercise such rights as it then has to terminate or cancel the Assigned Purchase Agreement in respect of any or all of the relevant Aircraft without liability to the Security Trustee.

6.8

- (a) With regard solely to those Relevant Aircraft in respect of which:

- (i) [***]

- (ii) [***]

- [***]

The parties agree that provided that [***].

- (b) Following the occurrence of a Step-In, the parties acknowledge and agree that [***].

- (c) The Security Trustee agrees and acknowledges that [***].

- (d) The Buyer agrees and acknowledges [***].

- (e) [***]

6.9 Upon becoming aware of the occurrence of an Airbus Termination Event, [***].

7 Rights following service of Step-In Notice

- 7.1 Following the occurrence of a Step-In Event which is continuing and provided: (i) the Security Trustee has complied with the provisions of Clause 5.5; and (ii) no Airbus Termination Notice has been given under Clause 10.2 following the occurrence of a Termination Event in respect of the Relevant Aircraft and is continuing:
- (a) the Security Trustee shall, prior to the Decision Date, serve the Step-In Notice to Airbus (with a copy to the Buyer) with respect to any one or more of the Relevant Aircraft;
 - (b) if the Security Trustee elects to serve the Step-In Notice, the Security Trustee shall not be entitled to exercise or otherwise deal with the Relevant Rights or the Relevant Obligations in respect of a Relevant Aircraft until such time as the Step-In Notice has been served in accordance with the terms of this Agreement and received by Airbus; and
 - (c) The Security Trustee shall have the right to serve only one Step-In Notice which shall relate to one or more of the Relevant Aircraft.
- 7.2 It is hereby agreed by the Security Trustee that the Step-In Notice shall:
- (a) identify each of the Relevant Aircraft in respect of which the Step-In Notice is served;
 - (b) provide reasonable details of the breach or event which has given rise to the relevant Step-In Event; and
 - (c) with respect to each Relevant Aircraft referred to therein, irrevocably confirm to Airbus that the Security Trustee elects to assume and exercise all of the Relevant Rights and to perform the Relevant Obligations relating to that Relevant Aircraft.
- 7.3 It is agreed by the Security Trustee that with regard to each Relevant Aircraft in respect of which no Step-In Notice is served on or before the Decision Date for such Relevant Aircraft (each a **Terminated Aircraft** and together the **Terminated Aircraft**):
- (a) the Relevant Rights of the Security Trustee in and to such Terminated Aircraft shall automatically terminate;
 - (b) the obligations and liabilities of Airbus to the Security Trustee in and to the Relevant Rights relating to such Terminated Aircraft shall automatically terminate and the Encumbrance of the Security Assignment in relation thereto shall be discharged;
 - (c) the Security Trustee shall have no further right or obligation whatsoever against or towards Airbus with respect of the Relevant Rights and the Relevant Obligations relating to such Terminated Aircraft; and
 - (d) Airbus shall have no further obligations under this Agreement with respect to such Terminated Aircraft.

The Security Trustee undertakes that, with regard to the Terminated Aircraft, it shall upon request execute and deliver to Airbus a Letter of Release on the earlier to occur of (i) the date of the Step-In Notice (if any) and (ii) the Decision Date.

7.4 Within [***] of the date of delivery of a Step-In Notice with respect to any Relevant Aircraft, the Security Trustee shall notify Airbus in writing whether it or a Permitted Transferee is to be party to the Replacement Purchase Agreement. [***]

- (a) the Security Trustee (or, if a Permitted Transferee has become the "Buyer" under the Replacement Purchase Agreement, the Permitted Transferee) shall thereafter be entitled to exercise all of the Relevant Rights relating to such Relevant Aircraft in accordance with the provisions of this Agreement and the Replacement Purchase Agreement provided the Security Trustee (or, if a Permitted Transferee has become the "Buyer" under the Replacement Purchase Agreement, the Permitted Transferee) assumes and complies with the Relevant Obligations corresponding to such Relevant Rights; and
- (b) subject to and in accordance with the terms and conditions set out in the Replacement Purchase Agreement, Airbus shall, on such Relevant Aircraft's Delivery Date, transfer to the Security Trustee or the Permitted Transferee (as applicable) title to the Relevant Aircraft in accordance with the terms and conditions set out in the Replacement Purchase Agreement.

7.5 The Buyer hereby irrevocably confirms that following a Step-In by the Security Trustee in respect of any Relevant Aircraft and provided Airbus has not delivered an Airbus Termination Notice under Clause 10.2 prior to the occurrence of such Step-In:

- (a) any application or reimbursement of the Pre-Delivery Payments in favour of or at the direction of the Security Trustee (or, if a Permitted Transferee has become the "Buyer" under the Replacement Purchase Agreement, the Permitted Transferee) shall discharge Airbus from its obligations to make or apply such payments in favour of or at the direction of the Buyer. In such circumstances, the Buyer further irrevocably agrees that it shall have no entitlement to and shall not claim against Airbus any right to apply or to require Airbus to reimburse to the Buyer or Frontier an amount equal to any such Pre-Delivery Payments so applied or reimbursed in favour of, or at the direction of, the Security Trustee (or, if a Permitted Transferee has become the "Buyer" under the Replacement Purchase Agreement, the Permitted Transferee); and
- (b) any Delivery of a Relevant Aircraft to the Security Trustee or a Permitted Transferee (if applicable) shall discharge Airbus from its obligation to deliver such Relevant Aircraft to the Buyer. In such circumstances, the Buyer further irrevocably agrees that it shall have no entitlement to and shall not claim against Airbus any right to require Airbus to deliver such Relevant Aircraft to the Buyer.

7.6 [***].

8 Airbus Option

- 8.1 The Security Trustee with the consent and approval of the Buyer, hereby grants Airbus the option to be released from Airbus' obligations under this Agreement in respect of any Relevant Aircraft upon payment to the Security Trustee of the Option Price, provided in each case that the option may only be exercised during the Option Period. [***].
- 8.2 If Airbus exercises an Option, Airbus shall pay to the Security Trustee the Option Price relating to the Relevant Aircraft no later than [***] after the date of exercise of the relevant Option provided that the Security Trustee has provided Airbus with details of the bank account into which such payment should be made.
- 8.3 An Option, once exercised, shall be irrevocable in respect all the Relevant Aircraft to which it relates.
- 8.4 If Airbus exercises any Option pursuant to this Clause 8, upon payment of the Option Price by Airbus to the Security Trustee in respect of the applicable Relevant Aircraft:
- (a) the rights and interests of the Security Trustee in the Relevant Rights relating to such Relevant Aircraft shall automatically terminate;
 - (b) the Security Trustee shall have no further right or obligation whatsoever against or towards Airbus in respect of the Relevant Rights and Relevant Obligations relating to such Relevant Aircraft; and
 - (c) Airbus shall have no further right or obligation whatsoever against or towards Security Trustee in respect of the Relevant Rights relating to such Relevant Aircraft,
- and concurrently therewith, Security Trustee shall execute and deliver to Airbus and the Buyer, a Letter of Release.
- 8.5 The Option relating to the Relevant Aircraft shall automatically lapse if Airbus does not exercise the Option on or before expiry of the Option Period.
- 8.6 The Buyer acknowledges and consents to the Option with respect to the Relevant Aircraft and agrees that, upon payment of the Option Price by Airbus to the Security Trustee:
- (a) the Pre-Delivery Payments received by Airbus under the Assigned Purchase Agreement in respect of the Relevant Aircraft shall be reduced by an amount equal to the Option Price; and
 - (b) an amount equal to the Option Price for all applicable Relevant Aircraft shall immediately become due and payable by the Buyer under the Assigned Purchase Agreement as Pre-Delivery Payments.

9 Liability of the Parties

- 9.1 The Security Trustee shall have no obligation or liability under the Assigned Purchase Agreement by reason of, or arising out of, any Relevant Document.

9.2 Following a Step-In and until the actual and due performance by the Security Trustee of all the Relevant Obligations in respect of a Step-In Aircraft, the Buyer shall not be discharged from any of the obligations assumed by it under the Assigned Purchase Agreement by reason of or arising out of this Agreement and shall remain fully liable to Airbus to perform all of the obligations of the “Buyer” under the Assigned Purchase Agreement in respect of such Step-In Aircraft and each of the other Relevant Aircraft. Nothing in this Agreement or any other Relevant Document shall in any way affect the obligation of the Buyer to perform each of the obligations set out in the Assigned Purchase Agreement relating to any other Aircraft.

9.3 Without prejudice to the terms of this Agreement, each of the Buyer and the Security Trustee agree that nothing contained in any Relevant Document shall:

- (a) subject Airbus to any duplicate liability in respect of a Relevant Aircraft: (i) to the Buyer after receipt of a Notice and (ii) to the Security Trustee prior to receipt of a Notice relating to such Relevant Aircraft; or
- (b) [***].

10 Termination of the Relevant Rights

10.1 A Termination Event occurs if:

- (a) the Security Trustee does not serve the Step-In Notice in respect of the Relevant Aircraft on or before the Decision Date;
- (b) the Security Trustee is required to serve a Letter of Release in respect of a Relevant Aircraft pursuant to any provision of this Agreement and has failed to do so within a reasonable time following request in writing from Airbus; or
- (c) the Security Trustee or a Permitted Transferee (as applicable) does not enter into the Replacement Purchase Agreement [***] pursuant to Clause 7.4.

10.2 Upon the occurrence of any Termination Event, and provided that such event has not been cured or waived, Airbus shall have the right to terminate all or part of this Agreement with respect to any or all Relevant Aircraft by notice (the **Airbus Termination Notice**) to the Security Trustee (copied to the Buyer) and from the date of such Airbus Termination Notice

- (a) the rights and interests of the Security Trustee in and to the Relevant Rights relating to such Relevant Aircraft shall terminate;
- (b) the obligations and liabilities of Airbus to the Security Trustee in and to the Relevant Rights relating to such Relevant Aircraft shall terminate;
- (c) the Security Trustee shall have no further right or obligation whatsoever against or towards Airbus in respect of the Relevant Rights and the Relevant Obligations relating to such Relevant Aircraft;
- (d) Airbus shall have no further obligations towards the Buyer or the Security Trustee under this Agreement with respect to such Relevant Aircraft;

- (e) at the cost and expense, if any, of the Buyer, the Security Trustee agrees to release any and all Encumbrances created by the Security Trustee in respect of such Relevant Aircraft; and

provided that if the events set out in Clause 10.1(a) occur, Airbus shall be automatically released from all its obligations under this Agreement in respect of all Relevant Aircraft without the need to give an Airbus Termination Notice.

10.3 The Security Trustee undertakes that:

- (a) [***]
- (b) [***]
- (c) [***]
- (d) [***]
- (e) on or before the Delivery Date for each Relevant Aircraft, provided:
 - (i) no Material Event of Default has occurred which is then continuing; and
 - (ii) the Buyer has paid to the Facility Agent all monies then due and payable by the Buyer to the Finance Parties pursuant to the PDP Loan Agreement (other than the repayment of principal outstanding and related interest under the PDP Loan Agreement that would be payable on the Delivery Date of the Aircraft, provided that the Facility Agent (acting reasonably) is satisfied that such amount will be paid to it by the Buyer contemporaneously with Delivery of the Relevant Aircraft),

[***].

10.4 With regards to a Relevant Aircraft in respect of which a Letter of Release is executed by the Security Trustee (or is required to be executed by the Security Trustee pursuant to this Agreement and is not so executed) such Relevant Aircraft shall cease to be a “*Relevant Aircraft*” for the purposes of this Agreement and the Buyer shall continue to perform all of the obligations of the “*Buyer*” under the Assigned Purchase Agreement.

10.5 [***].

11 Indemnities

11.1 The Buyer hereby indemnifies and holds Airbus harmless from and against any and all Losses suffered by Airbus in any way relating to or arising out of:

- (a) the entry into, and performance of, this Agreement; and
- (b) any action or inaction of the Buyer or the Security Trustee in connection with this Agreement,

except to the extent that any such Loss arises as a consequence of the gross negligence or wilful misconduct of Airbus or the breach by Airbus of any representation or warranty made by it under this Agreement.

- 11.2 If Airbus, having applied or reimbursed, as the case may be, an amount equal to any Pre-Delivery Payments then held by Airbus in accordance with the direction of the Security Trustee in any exercise by the Security Trustee of the Relevant Rights, is subsequently obliged to comply with a final, non-appealable judgment to reimburse any Pre-Delivery Payments to the Buyer, the Security Trustee hereby undertakes, upon the first written demand of Airbus, to reimburse to Airbus, an amount equal to the amount so reimbursed to the Buyer, [***]:

(a) [***]

(b) [***]

(c) [***]

If Airbus becomes aware of any possibility of any proceedings or other events which may lead to the indemnity contained in this Clause 11.2 becoming applicable, [***].

[***]

- 11.3 The Security Trustee agrees to indemnify and hold Airbus and its officers, directors and employees (collectively, the **Indemnitees**) harmless from and against any and all Losses which are imposed upon or incurred by or asserted against such Indemnatee in any manner resulting from or arising out of the exercise (or purported exercise) by the Security Trustee of its rights or remedies under this Agreement if it is determined by a final judgment of a court of competent jurisdiction that the Security Trustee was not entitled to exercise such rights or remedies or that such rights or remedies were exercised contrary to the provisions of the Security Assignment, this Agreement, or applicable law.

The Buyer irrevocably agrees to indemnify the Security Trustee against any Losses incurred by the Security Trustee in complying with its obligations pursuant to Clause 11 of this Agreement except to the extent that any such Loss arises as a consequence of the gross negligence or wilful misconduct of the Security Trustee.

- 11.4 Any claim for payment by an Indemnatee under this Clause 11 shall be substantiated by the certificate of the Vice-President, Contracts Division of Airbus containing evidence of such claim, including if applicable, a copy of any relevant judgement.

- 11.5 The indemnities set out in this Clause 11 shall survive the execution and delivery of this Agreement and shall continue in full force and effect notwithstanding the occurrence of the Delivery Date in respect of any Relevant Aircraft.

12 Onward Transfer of Rights

- 12.1 Save for any transfer to a Permitted Transferee pursuant to this Clause 12 below, the Security Trustee may not assign, sell, transfer, delegate or otherwise deal with or dispose of any Relevant Right or Relevant Obligation relating to any Relevant Aircraft.

12.2 No transfer of the Relevant Rights and/or the Relevant Obligations applicable to any Relevant Aircraft by the Security Trustee to a Permitted Transferee shall be permitted or effective until and unless:

- (a) the Security Trustee shall have served a Step-In Notice on Airbus in accordance with the provisions of this Agreement;
- (b) Airbus and the Permitted Transferee have entered into arrangements satisfactory to Airbus (acting reasonably) pursuant to which, amongst other things, the Permitted Transferee irrevocably commits to: (i) step-in and purchase the Relevant Aircraft in accordance with the Replacement Purchase Agreement and (ii) assume the Relevant Rights and Relevant Obligations with respect to such Relevant Aircraft; and
- (c) Airbus confirms in writing to the Security Trustee that, with regard to the subject Relevant Aircraft: (i) the arrangements referred to in Clause 12.2(b) have been entered into; and (ii) the Security Trustee is released from its obligations under this Agreement (including its obligations under the Replacement Purchase Agreement for such Relevant Aircraft) with respect to such Relevant Aircraft.

12.3 Any purported assignment, sale, transfer, delegation or other disposal of any Relevant Rights or Relevant Obligations in contravention of the provisions of this Agreement shall be null and void and have no force or effect on or against Airbus.

13 Notices

13.1 Any notice or other communication given or made under this Agreement shall be in writing in the English language and, provided it shall be addressed as set out below, it shall be deemed to have been duly given as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, [***] after being deposited in the post, postage prepaid, in a correctly addressed envelope;
- (c) if sent by facsimile, when despatched during business hours (or if after business hours, the next Business Day) with correct confirmation printout;
- (d) if given by email, the date of delivery confirmation receipt, provided that if such date is not a Business Day notice shall be deemed to have been received on the first following Business Day, shall be deemed to be the effective date of such notice or communication, to the parties as follows:

- (i) in the case of the Buyer to:

Vertical Horizons, Ltd.
c/o Intertrust SPV (Cayman) Limited
One Nexus Way, Camana Bay
George Town
Grand Cayman, KY1 9005
Cayman Islands

Fax: ###
Email: ###
Attention: Directors

with a copy to:

Frontier Airlines, Inc.
4545 Airport Way
Denver, CO 80239
United States of America

Fax: ###
Attention: SVP – General Counsel

(ii) in the case of the Security Trustee to:

Bank of Utah
50 South 200 East
Suite 110
Salt Lake City, UT 84111
United States of America

Fax: ###
Attention: Corporate Trust Services

Email: ###

(iii) in the case of Airbus to:

Airbus S.A.S.
2 rond point Emile Dewoitine
31700 Blagnac
France

Telephone: ###
Email: ###
Attention: EVP Commercial Transactions

Any party may change its contact details by giving [***] prior written notice to the other parties.

13.2 Each party shall be entitled to rely on the information contained in any notice issued or served pursuant to this Agreement and shall not have to further enquire as to the accuracy of the information contained in any such notice.

14 Confidentiality

Each party agrees that it shall not disclose any information relating to any Relevant Document except:

(a) as required by any applicable law or governmental regulations;

- (b) as required in connection with any legal proceedings arising from or in connection with any Relevant Document;
- (c) with the prior written consent of each other party hereto;
- (d) to its professional, legal and other advisors **provided that** such advisors are under a legal, ethical or professional duty to treat such information as confidential and not to disclose the same to third parties;
- (e) [***]
- (f) [***]
- (g) to any proposed Permitted Transferee **provided that** such proposed Permitted Transferee has executed a confidentiality agreement (in form and content satisfactory to Airbus) in favour of Airbus or has otherwise agreed in favour of Airbus to maintain confidentiality (in a manner satisfactory to Airbus),

subject, in the case of each Relevant Document (other than this Agreement), to the confidentiality provisions contained in such Relevant Document that apply as between the parties to such Relevant Document.

15 Provisions severable

Every provision contained in this Agreement shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby. Any provision of this Agreement which may prove to be or becomes illegal, invalid or unenforceable in whole or in part, shall so far as reasonably possible and subject to applicable laws, be performed according to the spirit and purpose of this Agreement.

16 Amendments

The parties agree that the provisions of this Agreement shall not be amended except by an instrument in writing executed by or on behalf of each of the Buyer, the Security Trustee and Airbus.

17 Further Assurance

The parties agree, at the cost and expense the Buyer (and in any event subject to its costs and expenses being paid), from time to time to do and perform, or cause to be done and performed, such other and further acts and execute and deliver or cause to be executed and delivered any and all such other instruments as may be required by law or reasonably requested by a party hereto in order to establish, maintain and protect the rights and remedies of the parties and to carry out and effect the intent and purpose of this Agreement.

18 Third party rights

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person

who is not a party to this Agreement. The parties may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under and to the extent permitted pursuant to the terms of this Agreement without the consent of any person who is not a party to this Agreement.

19 Entire agreement

This Agreement sets out the entire agreement between the parties. It supersedes all previous agreements between the parties on the subject matter of this Agreement. No other term, express or implied, forms part of this Agreement. No usage, custom or course of dealing forms part of or affects this Agreement.

20 Counterparts

This Agreement may be executed by the parties on separate counterparts, each of which when so executed shall be an original, and each such counterpart shall together constitute one and the same instrument.

21 Cape Town Convention

Prior to the Delivery Date of a Relevant Aircraft none of the Security Trustee or the Buyer shall seek, nor shall they be entitled, to register any interest in such Relevant Aircraft or this Agreement at the International Registry. [***]

22 Governing Law and Jurisdiction

- 22.1 This Agreement is governed by English law. The parties hereto agree that the courts of England shall have exclusive jurisdiction to settle any dispute (a **Dispute**) arising from or connected with this Agreement.
- 22.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly that they will not argue to the contrary.
- 22.3 Each party waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
- (a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
 - (b) the issue of any process against its assets or revenues for the enforcement of a judgement or, in an action *in rem*, for the arrest, detention or sale of any of its assets or revenues.

23 Service of Process

- 23.1 Without prejudice to any other mode of service allowed under any relevant law, each of the parties to this Agreement irrevocably appoints:
- (a) in the case of the Buyer: Walkers (London office) at The Scalpel, 11th Floor, 52 Lime Street, London EC3M 7AF, United Kingdom;

- (b) in the case of the Security Trustee: Walkers (London office) at The Scalpel, 11th Floor, 52 Lime Street, London EC3M 7AF, United Kingdom; and
- (c) in the case of Airbus: Airbus Operations Limited, Pegasus House, Aerospace Avenue, Filton, Bristol, BS34 7PA, United Kingdom (Attention: Legal Department),

as its agent for service of process in relation to any proceedings before the English courts in connection with this Agreement.

23.2 Each party agrees that:

- (a) the addresses referred to in Clause 23.1 above may be revised provided at least five (5) Business Days prior written notice is given to the other parties; and
- (b) failure by a process agent to notify the relevant party of the process will not invalidate the proceedings concerned.

24 [***]

24.1 [***]

24.2 [***]

24.3 [***]

- (a) [***]
 - (i) [***]
 - (ii) [***]
 - (iii) [***]

- (b) [***]
- (c) [***]
- (d) [***]

24.4 [***]

- (a) [***]
- (b) [***]
- (c) [***]
- (d) [***]

[***].

24.5 [***]

24.6 [***]

24.7 [***]

24.8 [***]

25 Limitation of Security Trustee Liability

It is expressly understood and agreed by the parties that:

25.1 this document is executed and delivered by Bank of Utah, not individually or personally, but solely as Security Trustee;

25.2 each of the representations, undertakings and agreements herein made on the part of the Security Trustee is made and intended not as personal representations, undertakings and agreements by Bank of Utah, but only in its capacity as Security Trustee for the Facility Agent and the Lenders;

25.3 nothing herein contained shall be construed as creating any liability on Bank of Utah, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto; and

25.4 under no circumstances shall Bank of Utah be personally liable for the payment of any indebtedness or expenses of the Lenders or the Facility Agent or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Security Trustee under this Agreement, the Relevant Documents or any other related documents excluding, in each case, gross negligence, wilful misconduct or simple negligence in the handling of money by the Security Trustee for which it shall be liable in its individual capacity.

26 [***]

26.1 [***]

26.2 [***]

IN WITNESS whereof each of the parties has executed this Agreement as a deed the day and year first before written.

Schedule 1 Pre-Delivery Payments, Scheduled Delivery Months

Part A – A320neo Aircraft

Schedule 2 Form of Letter of Release

To: **Vertical Horizons, Ltd.**
c/o Intertrust SPV (Cayman) Limited
One Nexus Way, Camana Bay
George Town
Grand Cayman, KY1 9005
Cayman Islands

Fax: ###
Attention: Directors

with a copy to:

Frontier Airlines, Inc.
4545 Airport Way
Denver, CO 80239
United States of America

Fax: ###
Attention: SVP – General Counsel

Airbus S.A.S.
2 rond-point Emile Dewoitine
31700 Blagnac France

Fax: ###
Attention: Head of Contracts

Dated: [●]

Dear Sirs

Amended and Restated Step-In Agreement made between (i) Vertical Horizons, Ltd., (ii) Bank of Utah, not in its individual capacity but solely as security trustee (the “Security Trustee”) and (iii) Airbus S.A.S. (“Airbus”) dated [●] in relation to pre-delivery payment financing of certain aircraft (as amended and supplemented from time to time, the “Agreement”).

We refer to the Agreement. Capitalised terms and expressions used in this Letter of Release not otherwise defined herein shall have the meanings given in the Agreement.

This Letter of Release relates to [● (●) [A320neo/A321neo] aircraft, MSN[s] ●, CAC ID[s] ●] (the **Released Aircraft**) which [is one of] [are ● (●) of] the Aircraft as defined in the Agreement.

With effect from the date of this Letter of Release, we hereby irrevocably confirm to Airbus and the Buyer that:

- 1 the Released Aircraft is released from the terms and conditions of the Agreement and the Agreement shall terminate with respect to the Released Aircraft;
- 2 we terminate all our right, title or interest in and to the Relevant Rights [(with respect to the Released Aircraft only)];

- 3 the Encumbrance of the Security Assignment created in respect of the Relevant Rights relating to the Released Aircraft is hereby released and the Relevant Rights relating to the Released Aircraft are free and clear of all Encumbrances attributable to the Security Trustee; and
- 4 Airbus is released from its duties, obligations and liabilities to us [(but only in respect to the Released Aircraft)] under the Agreement.

For the avoidance of doubt this release does not extend to the Buyer's other obligations to the Security Trustee or the Finance Parties pursuant the Security Assignment or the PDP Loan Agreement, including without limitation, its obligation to repay amounts owing thereunder, with respect to the Aircraft.

By countersigning this Letter of Release, Airbus releases the Security Trustee from its obligations under the Agreement with respect to the Released Aircraft.

[The Agreement shall remain in full force and effect and nothing in this Letter of Release is to be construed as a release of the Security Trustee rights, title and interest in and to the Relevant Rights with respect to any other Relevant Aircraft (as defined in the Agreement) arising pursuant to the Agreement.]

This Letter of Release shall be governed by and construed in accordance with the laws of England.

Please countersign this Letter of Release and confirm your agreement to the aforementioned.

Yours faithfully

Executed as a Deed by
Bank of Utah
(not in its individual capacity but solely as Security Trustee)

and signed by [●]
its [●]

in the presence of:

Name:

Address:

Acknowledged and agreed

By and on behalf of
Vertical Horizons, Ltd.

Schedule 3 Form of Step-In Notice

To: **Airbus S.A.S.**
2 rond-point Emile Dewoitine
31700 Blagnac
France

Fax: ###
Attention: Head of Contracts

Cc: **Vertical Horizons, Ltd.**
c/o Intertrust SPV (Cayman) Limited
One Nexus Way, Camana Bay
George Town
Grand Cayman, KY1 9005
Cayman Islands

Fax: ###
Attention: Directors

with a copy to:

Frontier Airlines, Inc.
7001 Tower Road
Denver, CO 80249
United States of America

Fax: ###
Attention: SVP – General Counsel

Dated: [•]

Dear Sirs

Amended and Restated Step-In Agreement made between (i) Vertical Horizons, Ltd., (ii) Bank of Utah, not in its individual capacity but solely as security trustee (the “Security Trustee”) and (iii) Airbus S.A.S. (“Airbus”) dated [•] in relation to pre-delivery payment financing of certain aircraft (as amended and supplemented from time to time, the “Agreement”).

We refer to the Agreement. Capitalised terms and expressions used in this Step-In Notice not otherwise defined herein shall have the meanings given in the Agreement.

This is the Step-In Notice for the purposes of the Agreement.

This Step-In Notice is being served pursuant to clause 7 of the Agreement as a result of:

[The occurrence of a Step-In Event arising from the service by [Airbus of a notice in accordance with clause 6.4 of the Agreement] [the Security Trustee of a Material Event of Default Notice in accordance with clause 5.5 of the Agreement and the Material Event of Default relating to such Material Event of Default have not been waived or cured for the purposes of clause 5.6 of the Agreement].

In accordance with clause 7 of the Agreement, the Security Trustee hereby irrevocably confirms to Airbus that it elects to assume and exercise the Relevant Rights and perform the Relevant Obligations relating to the following Relevant Aircraft (hereinafter the Step-In Aircraft):

[•]

This Step-In Notice is governed by and shall be construed in accordance with English law.

Yours faithfully

For and on behalf of:

Bank of Utah not in its individual capacity but solely as Security Trustee

By:

Title:

Appendix A: PDP Loan Agreement Extracts

Clause 4 – Events of Default

4 Events of Default

Each of the following events shall constitute an Event of Default which shall continue so long as, but only as long as, it shall not have been remedied:

- (a) *Non Payment.* The Borrower shall have failed to make a payment of any principal on any Loan Certificate within [***] after the same shall have become due; or the Borrower shall have failed to make a payment of interest on any Loan Certificate within [***] after the same shall have become due;
- (b) *Other Payments.* The Borrower shall have failed to make any payment of any amount owed to any Finance Party under the Operative Documents, including without limitation, any payment owed pursuant to Clause 5.2 or Clause 5.9 of the Credit Agreement, other than as provided under paragraph (a) of this Clause 4 after the same shall have become due and such failure shall continue for [***] after the Borrower has received notice that such payment is due;
- (c) *Special Purpose Covenants.* The Borrower shall have failed to perform or observe, or caused to be performed and observed, any covenant or agreement to be performed or observed by it under Clause 10.3 of the Credit Agreement;
- (d) *Other Covenants.* The Borrower or any Guarantor shall have failed to perform or observe, or caused to be performed and observed, in any respect, any other covenant or agreement to be performed or observed by it under any Operative Document, and such failure (if capable of remedy) shall continue unremedied for a period of [***] after Borrower's or any Guarantor's receipt of written notice from the Security Trustee or the Facility Agent; provided however that such grace period shall not apply if such breach gives rise to any reasonable likelihood of the sale, forfeiture or other loss of any of the Collateral or the Aircraft or any interest therein;
- (e) *Representations and Warranties.* Any representation or warranty made by the Borrower or any Guarantor in any Operative Document or any document or certificate furnished by any such Obligor in connection therewith or pursuant thereto shall prove to have been incorrect or misleading at the time made, which, if capable of cure, is not cured within [***] after the Borrower or any Guarantor obtains knowledge thereof and to the extent such incorrect or misleading representation or warranty is materially adverse to the Security Trustee or any Lender;
- (f) *Voluntary Bankruptcy.* The commencement by the Borrower or any Guarantor of a voluntary case or winding up under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal, state or other bankruptcy, insolvency or other similar law in the United States or the Cayman Islands, or the consent by the Borrower or any Guarantor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee,

custodian, sequestrator (or other similar official) of the Borrower or any Guarantor or for all or substantially all of its property, or the making by the Borrower or any Guarantor of any assignment for the benefit of creditors of the Borrower or any Guarantor shall take any corporate action to authorize any of the foregoing (including, without limitation, by the passing of a shareholders' resolution for its involuntary winding up) or to authorize a general payment moratorium;

- (g) *Involuntary Bankruptcy.* The commencement of an involuntary case, winding up or other proceeding in respect of the Borrower or any Guarantor under the federal, bankruptcy laws, as now or hereafter constituted, or any other applicable federal state or other bankruptcy, insolvency or other similar law in the United States or the Cayman Islands or seeking the appointment of a liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Borrower or any Guarantor for all or substantially all of its property, or seeking the winding-up or liquidation of its affairs and the continuation of any such case or other proceeding remains undismissed and unstayed for a period of [***], or an order, judgment or decree shall be entered in any proceeding by any court of competent jurisdiction appointing, without the consent of the Borrower or any Guarantor, a receiver, trustee or liquidator of the Borrower or any Guarantor, or for all or substantially all of its property, or sequestering of all or substantially all of the property of any Guarantor or the occurrence of such in respect of any property of the Borrower and any such order, judgment or decree or appointment or sequestration shall be final or shall remain in force undismissed, unstayed or unvacated for a period of [***], after the date of entry thereof;
- (h) *Perfected Security Interest.* The Security Trustee shall cease to hold a valid and perfected security interest in any of the Collateral (except with respect to Permitted Liens);
- (i) *Breach of Assigned Purchase Agreements or Engine Agreement.* The Borrower or any Guarantor breaches or repudiates or evidences an intention to repudiate the terms of either Assigned Purchase Agreement, the Assignment and Assumption Agreement, the Servicing Agent, either Engine Agreement, or either Airbus Purchase Agreement, as applicable, and such breach is not cured within [***];
- (j) *Cross Defaults.* For any reason, any Financial Indebtedness of any Guarantor (or any Financial Indebtedness which a Guarantor has agreed to guarantee) in an aggregate amount in excess of [***] (or its equivalent in other currencies as determined by the Security Trustee), is not paid when due nor within any originally applicable grace period, and such Financial Indebtedness is declared to be due and payable prior to its specified maturity as a result of an event of default or termination event (howsoever described);
- (k) *Judgments:* any judgment against a Guarantor for an amount equal to or in excess of [***] is not paid by the date required by the court, unless such

judgment is appealable and is being contested in good faith and by appropriate proceedings by such Guarantor;

- (l) *BFE Payments*. The Borrower or any Guarantor shall have failed to make the payment of any amount listed in Schedule VI to the Credit Agreement in respect of BFE for each Aircraft in respect of which a Loan is then outstanding when due;
 - (m) *Servicing Agreement*. An event occurs that entitles Frontier Airlines to terminate the Servicing Agreement pursuant to Clause 5.2 of the Servicing Agreement;
 - (n) *Step-In Agreement*. The occurrence of an Insolvency Event in respect of the Borrower or any Guarantor or a Step-In Event (as defined in the Step-In Agreement); and
 - (o) *Financial Covenants*. Frontier Group Holdings, Inc. shall have failed to perform, observe or comply with, or caused to be performed, observed and complied with, any covenant or agreement to be performed, observed or complied with by it under Clause 9(f) of the relevant Guarantee.
-

Selected Definitions

"ABR" means, for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Rate in effect on such day plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 1.00%. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Rate or Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Rate or Term SOFR, respectively.

"Administration Agreement" means the administration agreement between the Borrower and the Agent dated as of December 18, 2014, together with the administrator fee letter dated as of December 18, 2014, to which, *inter alia*, Frontier Airlines is a party.

"Advance" means each Purchase Price Installment paid or payable by or on behalf of the Borrower in respect of each Aircraft in accordance with the terms of the Assigned Purchase Agreement which, for each Purchase Price Installment due on or after the Original Signing Date, is in the amount and payable on the date specified in Schedule III to the Credit Agreement.

"Airbus" means Airbus S.A.S., in its capacity as manufacturer of the Aircraft, and its successors and assigns.

"Aircraft" means each "Aircraft" identified as such for the purposes of the Credit Agreement.

"Airbus Purchase Agreement" means, with respect to each Aircraft, the A320neo aircraft purchase agreement dated as of September 30, 2011 between Airbus and Frontier Airlines, as amended and supplemented from time to time (but excluding any letter agreements entered into from time to time in relation thereto), to the extent related to the Aircraft and as the same may be further amended and supplemented from time to time.

"Applicable Margin" means [***].

"Applicable Rate" means, for any Interest Period, a rate per annum equal to Term SOFR for such Interest Period plus the Applicable Margin, save that for the purposes of giving effect to Sections 5.13 and 5.14 of the Credit Agreement, the Applicable Rate shall be deemed, where applicable, a rate per annum equal to the ABR plus the Applicable Margin.

"Assigned Purchase Agreement" means the Airbus Purchase Agreement as assigned and transferred to the Borrower and amended and restated in the terms set forth in Schedule 3 to the Assignment and Assumption Agreement.

"Assignment and Assumption Agreement" means the Amended and Restated Assignment and Assumption Agreement entered into among Frontier Airlines, the Borrower and Airbus in respect of the assignment, in part, of the Airbus Purchase Agreement to the Borrower in respect of the Aircraft.

"Borrower" means Vertical Horizons, Ltd., a Cayman Islands exempted company, and its successors and permitted assigns.

"Borrowing Date" means (a) the Original Signing Date, (b) the AR Signing Date, (c) the Amendment No. 2 Signing Date, (d) the AR No. 2 Signing Date, (e) the AR No. 3 Signing Date, (f) the AR No. 4 Signing Date, (g) the AR No. 5 Signing Date, (h) the AR No. 6 Signing Date, (i) the AR No. 7 Signing Date, (j) the AR No. 8 Signing Date, (k) the AR No. 9 Signing Date, (l) the Initial Borrowing Date, and (m) each date on which an Advance is payable in

respect of an Aircraft under the Assigned Purchase Agreement as specified in Schedule III to the Credit Agreement.

"Business Day" means any day other than a Saturday or Sunday or a day on which commercial banks are required or authorized to close in London England and New York City, provided that, in connection with a SOFR Loan, the term "Business Day" shall also exclude a day that is not a U.S. Government Securities Business Day.

"Buyer Furnished Equipment" or **"BFE"** means those items of equipment which are identified in the specification of an Aircraft in the related Assigned Purchase Agreement as being furnished by the "Buyer" and are listed in the Credit Agreement.

"Collateral" means, collectively, (i) all of the collateral subject to the granting clause in the Mortgage and (ii) the all of the collateral subject to the Share Charge.

"Commitment Termination Date" means the later of (i) December 31, 2026 and (ii) the Extension Date in the most recent Extension Notice.

"Credit Agreement" means that certain tenth amended and restated credit agreement entered into or to be entered into, as the context may require, between the Borrower, the Lenders, the Facility Agent and the Security Trustee, as amended and supplemented from time to time.

"Delivery Date" means, for any Aircraft, the date on which such Aircraft is to be delivered by Airbus and accepted by Borrower or its permitted assignee under the Assigned Purchase Agreement.

"Effective Date" means the date of the execution and delivery of the Credit Agreement and the satisfaction of the conditions precedent in Clause 4.1 thereof.

"Engine Agreement" means, (i) in respect of the A320neo Aircraft, each of (a) the Fifth Amended and Restated CFMI Engine Benefits Agreement A320neo Aircraft dated as of March 19, 2020 among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee and (b) the Sixth Amended and Restated IAE Engine Benefits Agreement A320neo and A321neo Aircraft (2023, 2024, 2025, 2026 and 2027 Deliveries) dated as of August 11, 2023 among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee (the **"IAE Agreement"**), (ii) in respect of the A321neo Aircraft, other than the Incremental A321neo Aircraft, the IAE Agreement, and (iii) in respect of the Incremental A321neo Aircraft, the Incremental A321neo Engine Consent, in each case among the Borrower, the applicable Engine Manufacturer, Frontier Airlines and the Security Trustee substantially in the applicable form attached as Exhibit D to the Credit Agreement."

"Engine Manufacturer" means (a) in respect of the A320neo Aircraft, CFM International, Inc., and International Aero Engines, LLC, (b) in respect of the A321neo Aircraft, International Aero Engines, LLC other than the Incremental A321neo Aircraft, and (c) in respect of the Incremental A321neo Aircraft, the engine manufacturer certified by Frontier Airlines to the Facility Agent in respect of an A321neo Aircraft

"Facility Agent" means Bank of Utah in its capacity as Facility Agent under the Credit Agreement and any successor thereto in such capacity.

"Federal Funds Rate" means for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Facility Agent in its reasonable discretion, which determination shall be presumptively correct (absent manifest error).

"Finance Parties" means together the Lenders, the Facility Agent and the Security Trustee (each a **"Finance Party"**).

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease, lease purchase, installment sale, conditional sale, hire purchase or credit sale or other similar arrangement (whether in respect of aircraft, machinery, equipment, land or otherwise) entered into primarily as a method of raising finance or for financing the acquisition of the relevant asset;
- (e) payments under any lease with a term, including optional extension periods, if any, capable of exceeding two years (whether in respect of aircraft, machinery, equipment, land or otherwise) characterized or interpreted as an operating lease in accordance with the relevant accounting standards but either entered into primarily as a method of financing the acquisition of the asset leased or having a termination sum payable upon any termination of such lease;
- (f) any amount raised by receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis) including any bill discounting, factoring or documentary credit facilities;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (i) obligations (whether or not conditional) arising from a commitment to purchase or repurchase shares or securities where such commitment is or was in respect of raising finance;
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) through (j) above.

"Floor" means a rate of interest equal to 0%.

"Frontier Airlines" means Frontier Airlines, Inc.

"Frontier Holdings" means Frontier Airlines Holdings, Inc.

"Frontier Group Holdings" means Frontier Group Holdings, Inc.

"Guarantee" means each guarantee, amended and restated as applicable, as the context may require, dated as of the Effective Date and entered into by each Guarantor in favor of the Security Trustee on account of the obligations of the Borrower.

"Guarantor" means each of Frontier Airlines, Frontier Holdings and Frontier Group Holdings.

"Interest Payment Date" means the date falling [***] after the Original Signing Date and each such date which falls at [***] intervals thereafter, *provided* that, if any such date shall not be a Business Day, then the relevant Interest Payment Date shall be the next succeeding Business Day; *provided, further*, that no Interest Payment Date may extend past the Termination Date and the last Interest Payment Date shall be the Termination Date.

"Interest Period" means, in respect of a Loan (a) initially, the period commencing on the Original Signing Date or on the date that such Loan is made and ending on the first Interest Payment Date occurring thereafter, and (b) thereafter, the period commencing on the last day of the previous Interest Period and ending on the next Interest Payment Date or, if earlier, the first to occur of the Delivery Date of the Aircraft funded by such Loan and the Termination Date.

"Lender" means each Lender identified in the Credit Agreement and any assignee or transferee of such Lender.

"Lien" means any mortgage, pledge, lien, claim, encumbrance, lease, security interest or other lien of any kind on property.

"Loan" in respect of any Advance means the borrowing made by the Borrower on the Borrowing Date with respect to such Advance from each Lender.

"Loan Certificates" means the loan certificates issued pursuant to the Credit Agreement and any such certificates issued in exchange or replacement therefor pursuant to the Credit Agreement.

"Mortgage" means the Tenth Amended and Restated Mortgage and Security Agreement dated on or about the date of this Agreement, among the Borrower, the Facility Agent and the Security Trustee.

"Obligor" means each of the Borrower and each Guarantor (each an **"Obligor"**).

"Operative Documents" means the Administration Agreement, the Credit Agreement, the Mortgage, the Loan Certificates, the Share Charge, the Guarantees, the Assigned Purchase Agreement, the Assignment and Assumption Agreement, the Step-In Agreement, the Engine Agreements, the Incremental A321neo Engine Consents, the Option Agreement, the Servicing Agreement, the Subordinated Loan Agreement, any Fee Letter and any amendments or supplements of any of the foregoing."

"Option Agreement" means the Option Agreement, dated as of the Original Signing Date, between Frontier Airlines and the Borrower.

"Original Signing Date" means December 23, 2014.

"Parent" means Intertrust SPV (Cayman) Limited, a Cayman Islands company (as trustee of the Vertical Horizons, Ltd.).

"Permitted Lien" means any Lien permitted under the Credit Agreement.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Facility Agent as its prime rate in effect at its principal office in New York City. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Facility Agent may make commercial loans or other loans at rates of interest at, above or below the Prime Rate. Any change in the Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

"Purchase Price Installment" has the meaning given to the term Pre-Delivery Payment Amount in the Amended and Restated Assignment and Assumption Agreement (to the extent of such amount as having been received by Airbus pursuant to the Airbus Purchase Agreement, and as being more specifically set out in column 5 of Part A and Part B of Schedule 1 to the Step-In Agreement).

"Security Trustee" means Bank of Utah, not in its individual capacity but solely as Security Trustee on behalf of the Facility Agent and the Lenders under the Credit Agreement, and any successor thereto in such capacity.

"Servicing Agreement" means the Servicing Agreement entered into or to be entered into, as the context may require, between the Borrower and Frontier Airlines.

"Share Charge" means the Share Charge entered into or to be entered into, as the context may require, among the Parent and the Security Trustee.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Loan" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (c) of the definition of "ABR".

"Step-In Agreement" means the Amended and Restated Step-In Agreement dated as of the date hereof among the Borrower, as assignor, the Security Trustee, as assignee, and Airbus.

"Subordinated Loan Agreement" means the Subordinated Loan Agreement, dated as of the Original Signing Date, between Frontier Airlines and the Borrower and the Subordinated Promissory Note dated the Original Signing Date, issued by the Borrower thereunder.

"Term SOFR" means for any calculation with respect to a SOFR Loan and with respect to any Interest Period, the rate per annum which results from interpolating on a linear basis between the longest maturity for which a Screen Rate is available that is shorter than such Interest Period and the applicable Screen Rate for the shortest maturity for which a screen rate is available that is longer than such Interest Period, which "Screen Rate" shall be the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is [***] U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New

York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then the Screen Rate will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than [***] U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, further, that if Term SOFR determined as provided above shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Termination Date" means the date that is [***] following the then-current Commitment Termination Date.

"U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Execution page 1

Step-In Agreement

Frontier / Citibank

The Buyer

Executed as a **Deed** by
Vertical Horizons, Ltd.
and signed by

being a person/persons who in accordance with the
laws of the Cayman Islands is acting under the authority of the
company
in the presence of:

/s/ Rachel Fisher
Rachel Fisher
Director

/s/ Ellen Christian
Ellen Christian
Director, Capital Markets

Name:
Address:

The Security Trustee

Executed as a **Deed** by
Bank of Utah not in its individual capacity but solely as
Security Trustee
and signed by

its
being a person/persons who in accordance with the laws of the
State of Utah is/are acting under the authority of the company
in the presence of:

/s/ Jon Croasmun
Jon Croasmun
Senior Vice President

/s/ Michael Arsenault
Michael Arsenault
Senior Vice President

Name:
Address:

Execution page 2

Step-In Agreement

Frontier / Citibank

Airbus

Executed as a **Deed** by **Airbus S.A.S.**
and signed by

its
being a person/persons who in accordance with the laws of
France is/are acting under the authority of the company
in the presence of:

/s/ Paul Meijers
Paul Meijers
Executive Vice President Commercial Transactions

/s/ Laurence Mansard
Laurence Mansard
Assistant to the Chairman

Name: _____
Address: _____

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.3

EXECUTION VERSION

REVOLVING LOAN AND GUARANTY AGREEMENT

dated as of September 26, 2024

among

FRONTIER BRAND INTELLECTUAL PROPERTY, LTD.

and

FRONTIER LOYALTY PROGRAMS, LTD.,

as Borrowers,

FRONTIER AIRLINES, INC.,

FRONTIER GROUP HOLDINGS, INC.,

FRONTIER AIRLINES HOLDINGS, INC.,

FRONTIER FINANCE 1, LTD.,

and

FRONTIER FINANCE 2, LTD.,

as Guarantors,

OTHER SUBSIDIARIES OF FRONTIER GROUP HOLDINGS, INC. FROM TIME TO TIME PARTY HERETO,

as Guarantors,

THE LENDERS PARTY HERETO,

CITIBANK, N.A.,

as Administrative Agent,

and

CITIBANK, N.A.,

as Collateral Agent

CITIBANK, N.A.,

as Sole Structuring Agent, Lead Arranger and Global Coordinator

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REVOLVING LOAN AND GUARANTY AGREEMENT, dated as of September 26, 2024, among FRONTIER BRAND INTELLECTUAL PROPERTY, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**Brand IP Borrower**"), FRONTIER LOYALTY PROGRAMS, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Loyalty IP Borrower**" and, together with the Brand IP Borrower, as the context may require, the "**Borrowers**" and each a "**Borrower**"), FRONTIER AIRLINES, INC., a Colorado corporation, ("**Frontier**"), FRONTIER AIRLINES HOLDINGS, INC., a Delaware corporation, ("**Frontier Airlines Holdings**"), FRONTIER GROUP HOLDINGS, INC., a Delaware corporation (the "**Parent**" and, together with Frontier and Frontier Airlines Holdings, the "**Parent Guarantors**"), the other Guarantors from time to time party hereto, each of the several banks and other financial institutions or entities from time to time party hereto as a lender (the "**Lenders**"), CITIBANK, N.A., as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the "**Administrative Agent**") and CITIBANK, N.A. as collateral agent (in such capacity, together with its permitted successor and permitted assigns in such capacity, the "**Collateral Agent**").

INTRODUCTORY STATEMENT

The Borrowers have applied to the Lenders for a revolving loan facility of up to \$500,000,000 as set forth herein.

The proceeds of the Loans will be used to pay related transaction costs, fees and expenses, to fund the Reserve Account (as defined below) and to make the Frontier Intercompany Loan (as defined below) to Frontier, which may be used for any general corporate purposes or any other purpose deemed necessary by Frontier.

Accordingly, the parties hereto hereby agree as follows:

SECTION 1.

DEFINITIONS

Section 1.01 Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agency and Accounts Agreement shall have the same meaning when used herein (including in the introductory statement) notwithstanding any termination thereof. When used herein, the following terms shall have the following meanings:

"**40 Act**" shall mean the Investment Company Act of 1940, as amended.

"**ABR Loan**" shall mean any Loan bearing interest at a rate determined by reference to the Alternate Base Rate.

"**ABR Term SOFR Determination Day**" has the meaning specified in the definition of "Term SOFR".

“Account Control Agreements” shall mean each multi-party security and control agreement (including the Collateral Agency and Accounts Agreement) entered into by any Grantor to satisfy the obligation of such Grantor as set forth in any Senior Secured Debt Document, the Collateral Agent, and a financial institution which maintains one or more deposit accounts or securities accounts of such Grantor that have been pledged as Collateral hereunder or under any other Loan Document, in each case giving the Collateral Agent “control” (as defined in Section 9-104 or 9-106 of the UCC) over the applicable account and in form and substance reasonably satisfactory to the Collateral Agent.

“Administration Agreements” means the administration agreements, dated on or about the Closing Date, between each of (i) the Borrowers and the Cayman Guarantors (as applicable), (ii) the Administrator, (iii) Walkers Fiduciary Limited in its capacity as share trustee and (iv) Frontier.

“Administrative Agent” shall have the meaning set forth in the first paragraph of this Agreement.

“Administrator” means Walkers Fiduciary Limited in its capacity as administrator under the Administration Agreements.

“Affected Financial Institution” shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, as to any Person, any other Person which directly or indirectly is in control of, or is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another Person, if such controlling person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise (and “in control of” and “under common control with” shall have correlative meanings); *provided* that the Administrator shall not be an Affiliate of the Borrowers or the Cayman Guarantors.

“Agents” means each of the Administrative Agent, the Collateral Agent and the Depositary.

“Agent Fee Letter” shall have the meaning set forth in Section 2.19.

“Aggregate Exposure” shall mean, with respect to any Lender at any time, an amount equal to the sum of (a) the aggregate amount of such Lender’s Unused Commitments at such time and (b) the aggregate then-outstanding principal amount of such Lender’s Loans.

“Aggregate Exposure Percentage” shall mean, with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

“Agreement” shall mean this Revolving Loan and Guaranty Agreement.

"Airport Authority" means any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

"Allocation Date" means, with respect to any Payment Date and the related Quarterly Reporting Period, the Business Day that is [***] prior to such Payment Date.

"Allocable Share" has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the sum of the Federal Funds Effective Rate in effect on such day plus $\frac{1}{2}$ of 1%; *provided*, in no event shall the Alternate Base Rate be less than one percent (1%). Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective from and including the effective date of such change in the Prime Rate or the Federal Funds Effective Rate, respectively.

"Anti-Corruption Laws" means any and all laws, rules and regulations applicable to Parent or its Subsidiaries of any jurisdiction relating to or concerning the prevention or prohibition of bribery or corruption.

"Anti-Money Laundering Laws" shall have the meaning set forth in Section 3.17(c).

"Applicable Law" shall have the meaning set forth in Section 10.13.

"Applicable Margin" shall mean a rate per annum equal to [***] *provided* that when used in connection with the Alternate Base Rate **"Applicable Margin"** shall mean a rate per annum equal to [***]).

"Appraisal" means an appraisal by an Approved Appraisal Firm of the value of the Collateral delivered by Frontier to the Administrative Agent pursuant to Section 5.06.

"Approved Appraisal Firm" means each of MBA Aviation, BDO, BK Associates, Inc., and Duff & Phelps, LLC (in each case, including any successor thereto).

"Approved Fund" shall have the meaning set forth in Section 10.02(b).

"Arranger" shall mean Citibank, N.A. in any of its applicable capacities as Sole Structuring Agent, Lead Arranger and Global Coordinator.

"Assigned Frontier Miles Agreement Rights" shall mean (a) all of Frontier's rights to receive payments under or with respect to each Frontier Miles Agreement and all payments due and to become due thereunder (including all of Frontier's present and future "accounts", "payment intangibles" and "general intangibles" (as each such term is defined in the UCC in effect from time to time in each relevant jurisdiction) arising under such Frontier Miles

Agreement), and (b) all of Frontier's other rights, title and interest in, to and under each Frontier Miles Agreement (but not its obligations thereunder except, in the case of the Barclays Co-Branded Credit Card Agreement, to the extent set forth in the applicable Barclays Co-Branded Consent); *provided, however*, that in the case of clauses (a) and (b), such rights, title and interest in, to and under each such Frontier Miles Agreement shall be assigned only to the extent they are permitted to be assigned pursuant to the terms of the relevant Frontier Miles Agreement (or any other agreement between Frontier and the counterparty to such Frontier Miles Agreement) or, if such assignment is not permitted pursuant to the terms of the relevant Frontier Miles Agreement (or such other agreement), then to the extent such rights, title and interest in, to and under such Frontier Miles Agreement may be assigned notwithstanding the terms of such Frontier Miles Agreement pursuant to the applicable provisions of the UCC (including, without limitation, Sections 9-406 and 9-408) of any relevant jurisdiction.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.02), and accepted by the Administrative Agent, substantially in the form of Exhibit C.

"Assumption Motion" shall have the meaning set forth in the definition of "Frontier Case Milestones".

"Assumption Order" shall have the meaning set forth in the definition of "Frontier Case Milestones".

"Availability Period" shall mean the period from and including the Closing Date to the Termination Date with respect to the Commitments.

"Available Funds" means, with respect to any Payment Date, the sum of (i) the amount of funds allocated to the Loans pursuant to the Collateral Agency and Accounts Agreement for such Payment Date and transferred from any Collection Account to the Payment Account on or on the Business Day prior to such Payment Date, (ii) any amounts transferred to the Payment Account from the Reserve Account for application on such Payment Date, and (iii) any other amount deposited into the Payment Account by or on behalf of any Borrower on or prior to such Payment Date.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.09(d).

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Case" means (i) an entity (A) commences a voluntary case or proceeding, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a receiver, trustee, liquidator, provisional liquidator, custodian, conservator, restructuring officer (interim restructuring officer) or other similar official of it or for all or substantially all of its property, (D) makes a general assignment for the benefit of its creditors, or (E) admits in writing its inability generally to, pay its debts as they become due or (ii) a court of competent jurisdiction enters an order or decree under any bankruptcy law that (A) is for relief against such entity, (B) appoints a receiver, trustee, liquidator, provisional liquidator, custodian, conservator, restructuring officer or other similar official of such entity or for all or substantially all of the property of such entity or (C) orders the liquidation of such entity, and in each case under clause (ii) the order or decree remains unstayed and in effect for [***].

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. Section 101 et seq.

"Bankruptcy Court" shall have the meaning set forth in the definition of "Frontier Case Milestones".

"Bankruptcy Event" shall mean, with respect to any Person, such Person becomes the subject of a bankruptcy, liquidation, provisional liquidation, winding-up, reorganization, arrangement, restructuring or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors, liquidator, provisional liquidator, restructuring officer (including an interim restructuring officer) or similar Person charged with the reorganization, restructuring, provisional liquidation or liquidation of its business appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, *provided* that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, *provided, further*, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Bankruptcy Law" means the Bankruptcy Code or any similar federal, state or foreign law relating to reorganization, arrangement, adjustment, winding-up, liquidation (including provisional liquidation), dissolution, restructuring, composition or other debtor relief, including, without limitation, Part V and sections 86-88 (inclusive) of the Companies Act (as amended) of the Cayman Islands and the Companies Winding Up Rules (2023 Consolidation) of the Cayman Islands, each as amended from time to time, and any bankruptcy, insolvency, winding up, reorganization, restructuring or similar law enacted under the laws of the Cayman Islands or any other applicable jurisdiction.

"Barclays Co-Branded Consent" shall mean that certain Loyalty Partner Consent to Assignment, dated as of the Closing Date, by and among Barclays Bank Delaware, the Parent Guarantors, the Borrowers and the Collateral Agent.

"Barclays Co-Branded Credit Card Agreement" shall mean the Amended and Restated Frontier Airlines Inc. Credit Card Affinity Agreement, dated as of September 15, 2020, by and between Frontier and Barclays Bank Delaware, as amended, amended and restated, supplemented or otherwise modified from time to time (including, without limitation by the Barclays Co-Branded Consent).

"Benchmark" shall mean, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event, and its related Benchmark Replacement Date have occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.09(a).

"Benchmark Replacement" shall mean, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (a) Daily Simple SOFR and (b) the related Benchmark Replacement Adjustment; or

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrowers as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

provided that, if the Benchmark Replacement would be less than [***], the Benchmark Replacement will be deemed to be [***] for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clause (1) of the definition of "Benchmark Replacement," the first alternative set forth in the order below that can be determined by the Administrative Agent:

- (a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that has been selected or recommended by the Relevant Governmental Body for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for the applicable Corresponding Tenor; or
- (b) the spread adjustment (which may be a positive or negative value or zero) as of the Reference Time such Benchmark Replacement is first set for such Interest Period that would apply to the fallback rate for a derivative transaction referencing the ISDA Definitions to be effective upon an index cessation event with respect to such Benchmark for the applicable Corresponding Tenor; and

(2) for purposes of clause (3) of the definition of "Benchmark Replacement," the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrowers for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities a such time;

provided that, in the case of clause (1) above, such adjustment is displayed on a screen or other information service that publishes such Benchmark Replacement Adjustment from time to time as selected by the Administrative Agent in its reasonable discretion.

"Benchmark Replacement Conforming Changes" shall mean, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of

borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability and/or calculation of breakage costs in accordance with Section 2.15, and other technical, administrative or operational matters) that the Administrative Agent decides (or with respect to any Benchmark Replacement Conforming Changes related to a Non-SOFR Benchmark Replacement, the Administrative Agent, with the consent of the Borrowers, decides) may be appropriate to reflect the adoption and implementation of any such Benchmark Replacement and to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Replacement Date” shall mean the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the

calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" shall mean the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.09 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.09.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms **"Beneficially Owns"** and **"Beneficially Owned"** have a corresponding meaning.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" shall mean 31 C.F.R. § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of Section 3(42) of ERISA or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"BHC Act Affiliate" shall mean, with respect to any party, an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Board of Directors" means:

- (1) with respect to a corporation or an exempted company, the board of directors of the corporation or exempted company, as applicable, or any committee thereof duly authorized to act on behalf of such board;
- (2) with respect to a partnership, the board of directors or other governing body of the general partner of the partnership;
- (3) with respect to a limited liability company, the managing member or members, manager or managers or any controlling committee of managing members or managers thereof; and
- (4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Borrowers" shall have the meaning set forth in the first paragraph of this Agreement.

"Borrowing" shall mean the incurrence of a single Class of Loans made from all the applicable Lenders on a Borrowing Date.

"Borrowing Date" means the date (which shall be a Business Day on or prior to the Termination Date) specified in each Loan Request for each Borrowing as contemplated under Section 2.03 and the date on which each of the conditions specified in Section 4.02 have been satisfied or waived.

"Brand Collection Account" means the non-interest bearing trust account of Brand IP Borrower held at Citibank, N.A., account name: ### which account is established and maintained at the New York office of the Depositary and under the control of the Collateral Agent pursuant to the Collateral Agency and Accounts Agreement, or any successor account that is an Eligible Deposit Account and which is under the control of the Collateral Agent pursuant to the Collateral Agency and Accounts Agreement or, subject to Section 8.05(c), an Account Control Agreement.

"Brand Intellectual Property" means all worldwide rights, owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by Frontier or any of its Subsidiaries, in and to all Intellectual Property comprising of, including as set forth on Schedule 1.01(c) under the heading "Brand Intellectual Property" and which are required to be contributed to the Borrowers from time to time as set forth in Section 5.07 of this Agreement, (a) all trademarks, service marks, brand names, designs, and logos that include the word "Frontier"

or any successor brand (collectively, the **Trademarks**), (b) the Frontier Mobile App and (c) the “flyfrontier.com” domain name and similar domain names or any successor domain names (collectively, the **Domain Names**), including (i) all causes of action and claims now or hereafter held by Frontier or any of its Subsidiaries in respect of the Trademarks and Domain Names, including, without limitation, the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof and (ii) all other trademark rights corresponding thereto and all other trademark rights of any kind whatsoever accruing under the Trademarks and Domain Names; together, in each case, with the goodwill of the business connected with such use of, and symbolized by, each of the Trademarks and Domain Names.

Brand IP Case Milestones Termination Event” means during a Frontier Bankruptcy Case any of clause (f), (h) or (i) of the definition of “Frontier Case Milestones” (and without giving effect to the lead-in to such definition, which excludes the Brand IP Licenses) are not met or satisfied with respect to any Brand IP License or at the conclusion of the Frontier Bankruptcy Case, Frontier has not assumed the Frontier Brand Sublicense or, to the extent applicable, HoldCo 2 has not assumed the HoldCo 2 Brand License.

Brand IP Borrower” shall have the meaning set forth in the first paragraph of this Agreement.

Brand IP Licenses” means the HoldCo 2 Brand License and the Frontier Brand Sublicense.

Brand License Termination Payment” has the meaning ascribed to it in the Frontier Brand Sublicense.

Brand Management Agreement” means that certain Brand Management Agreement, dated as of the date hereof, among the Brand IP Borrower, Frontier, as manager, and the Collateral Agent.

Brand Suspension Event” has the meaning ascribed to it in each Brand IP License, as context requires.

Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, Denver, Colorado or such other domestic city in which the corporate trust office of the Administrative Agent or Collateral Agent is located (in each case, as set forth in the Collateral Agency and Accounts Agreement, as such locations may be updated pursuant to the Collateral Agency and Accounts Agreement) are required or authorized to remain closed.

Capital Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized and reflected as a liability on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

“Capital Markets Offering” means any offering of “securities” (as defined under the Securities Act) in (a) a public offering registered under the Securities Act, or (b) an offering not required to be registered under the Securities Act (including, without limitation, a private placement under Section 4(a)(2) of the Securities Act, an exempt offering pursuant to Rule 144A and/or Regulation S of the Securities Act and an offering of exempt securities).

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association, exempted company or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

“Cash Equivalents” means any or all of the following:

- (1) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;
- (2) direct obligations of state and local government entities, in each case maturing within one year from the date of acquisition thereof, which have a rating of at least A- (or the equivalent thereof) from S&P or A3 (or the equivalent thereof) from Moody's;
- (3) obligations of domestic or foreign companies and their subsidiaries (including, without limitation, agencies, sponsored enterprises or instrumentalities chartered by an Act of Congress, which are not backed by the full faith and credit of the United States), including, without limitation, bills, notes, bonds, debentures, and mortgage-backed securities, in each case maturing within one year from the date of acquisition thereof;
- (4) Investments in commercial paper maturing within 365 days from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 (or the equivalent thereof) from S&P or P-2 (or the equivalent thereof) from Moody's;
- (5) Investments in certificates of deposit (including Investments made through an intermediary, such as the certificated deposit account registry service), banker's acceptances, time deposits, eurodollar time deposits and overnight bank deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market

deposit accounts issued or offered by, any domestic office of any other commercial bank of recognized standing organized under the laws of the United States or any State thereof that has a combined capital and surplus and undivided profits of not less than \$250.0 million;

(6) fully collateralized repurchase agreements with a term of not more than six months for underlying securities that would otherwise be eligible for investment;

(7) Investments in money in an investment company registered under the Investment Company Act of 1940, as amended, or in pooled accounts or funds offered through mutual funds, investment advisors, banks and brokerage houses which invest its assets in obligations of the type described in clauses (1) through (6) of this definition. This could include, but not be limited to, money market funds or short-term and intermediate bonds funds;

(8) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA (or the equivalent thereof) by S&P and Aaa (or the equivalent thereof) by Moody's and (iii) have portfolio assets of at least \$5.0 billion;

(9) deposits available for withdrawal on demand with commercial banks organized in the United States having capital and surplus in excess of \$100.0 million;

(10) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A- by S&P or A3 by Moody's; and

(11) any other securities or pools of securities that are classified under GAAP as cash equivalents or short-term investments on a balance sheet.

"Cash Trap Cure" shall be deemed to occur on, (a) in the case of a Cash Trap Event that arises under clause (a) of the definition thereof, the earlier of (i) the date Cure Amounts related to the Cash Trap Event have been deposited to the Collection Account and (ii) the first day of the Quarterly Reporting Period following the Quarterly Reporting Period related to the Determination Date on which the Debt Service Coverage Ratio has been satisfied for two consecutive Determination Dates following the Determination Date on which the Cash Trap Event was triggered, (b) in the case of a Cash Trap Event that arises under clause (b) of the definition thereof, the date on which the balance in the Reserve Account is at least equal to the Reserve Account Required Balance, or (c) in the case of a Cash Trap Event under clause (c) of the definition thereof, the date that the applicable Event of Default under this Agreement shall not exist or be continuing.

"Cash Trap Event" shall mean the occurrence of any of the following events:

(a) the Debt Service Coverage Ratio Test is not satisfied as set forth in the report to be delivered pursuant to Section 5.01(d);

(b) the balance in the Reserve Account is less than the Reserve Account Required Balance on any Payment Date after giving effect to the deposits set forth in Section 2.10(b) hereof on such Payment Date; or

(c) the Borrower has received written notice from the Administrative Agent, or has actual knowledge, that an Event of Default shall have occurred and is continuing.

"Cash Trap Period" means the period commencing on the occurrence of a Cash Trap Event, and ending on the earlier of (a) the date (if any) on which the Cash Trap Cure is consummated and (b) the date all Obligations (other than contingent obligations not due and owing) have been paid in full in cash and the Commitments have been terminated.

"Cayman Guarantors" means HoldCo 1 and HoldCo 2.

"Cayman Share Mortgages" means the equitable mortgages over shares in (a) the Loyalty IP Borrower, dated the Closing Date, between HoldCo 2 and the Collateral Agent, (b) the Brand IP Borrower, dated the Closing Date, between HoldCo 2 and the Collateral Agent, (c) HoldCo 2, dated the Closing Date, between HoldCo 1 and the Collateral Agent, and (d) HoldCo 1, dated the Closing Date, between Frontier and the Collateral Agent, each for the benefit of the Senior Secured Parties.

"CFC" shall mean "controlled foreign corporation" within the meaning of Section 957(a) of the Code^{provided}, for the avoidance of doubt, that no SPV Party shall be considered to be a CFC.

"Change in Law" shall mean, after the date hereof, (a) the adoption of any law, rule or regulation after the date of this Agreement (including any request, rule, regulation, guideline, requirement or directive promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel II or Basel III) or (b) compliance by any Lender (or, for purposes of Section 2.14(b), by any lending office of such Lender through which Loans are issued or maintained or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; *provided* that, notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith or in the implementation thereof shall be deemed to be a **"Change in Law,"** regardless of the date enacted, adopted, issued or implemented.

"Class", when used in reference to any Loan or Borrowing, shall refer to whether such Loan, or the Loans comprising such Borrowing, are Loans or Extended Loans (which Extended Loans shall constitute a Class of Loans separate from which they were converted). Notwithstanding anything to the contrary, any Loans having the exact same terms and conditions shall be deemed a part of the same Class.

"Closing Date" shall mean the date on which this Agreement has been executed and the conditions precedent set forth in Section 4.01 have been satisfied or waived.

"Closing Date Frontier Miles Agreement" shall mean each Frontier Miles Agreement in effect as of the Closing Date (including the Barclays Co-Branded Credit Card Agreement).

"Code" shall mean the United States Internal Revenue Code of 1986, as amended from time to time.

"Collateral" means all the assets and properties subject to the Liens created by the Collateral Documents.

"Collateral Agency and Accounts Agreement" means that certain Collateral Agency and Accounts Agreement dated as of the Closing Date, among the Borrowers, the other Grantors from time to time party thereto, the Administrative Agent, each other Senior Secured Debt Representative from time to time party thereto, the Depositary and the Collateral Agent.

"Collateral Agent" means Citibank, N.A., in its capacity as collateral agent for the Senior Secured Parties.

"Collateral Agent Fee Letter" shall have the meaning set forth in Section 2.19.

"Collateral Documents" means, collectively, this Agreement, any Account Control Agreements, the Security Agreement, the Frontier Security Agreement, each IP Security Agreement, the Collateral Agency and Accounts Agreement, the Cayman Share Mortgages and other agreements, instruments or documents that create or purport to create a Lien in favor of the Collateral Agent for the benefit of the Senior Secured Parties, in each case, as may be amended and restated from time to time, and so long as such agreement, instrument or document shall not have been terminated in accordance with its terms.

"Collateral Sale" means the non-ordinary course Disposition of any Collateral.

"Collection Account" means, individually or collectively as the context may require, (i) the Loyalty Collection Account and (ii) the Brand Collection Account.

"Collections" means, with respect to any Quarterly Reporting Period, the aggregate amount of Transaction Revenues deposited in the Collection Accounts during such period. For the avoidance of doubt, amounts deposited into any Collection Account to pre-fund the Required Deposit Amount shall not constitute Collections.

"Commitment" shall mean the commitment of each Lender to make Loans hereunder in an aggregate principal amount equal to the amount set forth under the heading **"Commitment"** opposite its name in Annex A hereto or in the Assignment and Acceptance pursuant to which such Lender became a party hereto.

"Commitment Fees" shall have the meaning set forth in Section 2.20.

“Commitment Fee Rate” shall mean, if the then-outstanding Loans are equal to or less than [***] of the total Commitments, [***] of the Unused Commitment and, if the then-outstanding Loans are greater than [***] of the total Commitments, [***] of the Unused Commitment; provided that if the LTV Ratio exceeds the LTV Maximum Threshold as of any LTV Test Date, the Commitment Fee Rate will increase by [***] until any LTV Test Date or Optional LTV Test Date as of which the LTV Ratio does not exceed the LTV Maximum Threshold.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Contingent Payment Event” means any indemnity, termination payment or liquidated damages under a Frontier Miles Agreement.

“Contribution Agreement” means each of the agreements set forth on Schedule 1.01(a) and each other contribution agreement entered into after the date hereof pursuant to which Frontier contributes (a) all of its rights, title and interest to the Brand Intellectual Property owned or purported to be owned, or later developed or acquired and owned, by Frontier, directly or indirectly, to the Brand IP Borrower or (b) (i) all of its rights, title and interest to the Frontier Miles Intellectual Property owned or purported to be owned, or later developed or acquired and owned, by Frontier, (ii) all rights to establish, create, organize, initiate, participate, operate, assist, benefit from, promote or otherwise be involved in or associated with, in any capacity, the Frontier Miles Program, or any other customer loyalty miles program or any similar customer loyalty program, other than in connection with any Permitted Acquisition Loyalty Program, (iii) all of its payment rights under any Frontier Miles Agreement (but not any of its obligations thereunder), including its rights to receive payment under or with respect to any Frontier Miles Agreement and all payments due and to become due thereunder, and (iv) cash proceeds from the membership fees from members of the Discount Den Program (and, only upon the GoWild! Contribution, GoWild!), in each case of clauses (i) through (iv), directly or indirectly, to the Loyalty IP Borrower.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Covered Entity” shall mean any of the following: (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Covered Party” shall have the meaning set forth in Section 10.21.

“CS Excess Proceeds” shall have the meaning set forth in Section 2.12(c).

"CS Threshold Amount" shall have the meaning set forth in Section 2.12(c).

"Cure Amounts" shall have the meaning set forth in Section 2.24.

"Currency" means miles, points and/or other units that are a medium of exchange constituting a convertible, virtual, and private currency that is tradable property and that can be sold or issued to Persons.

"Daily Simple SOFR" means, for any day, (a **"SOFR Rate Day"**), a rate per annum equal to SOFR for the day (such day, a **"SOFR Determination Date"**) that is five U.S. Government Securities Business Days prior to (A) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (B) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by [***] immediately following such SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrowers.

"Data Protection Laws" means all laws, rules and regulations applicable to each applicable Loan Party or Subsidiary thereof regarding privacy, data protection and data security, including with respect to the collection, storage, transmission, transfer (including cross-border transfers), processing, encryption, security, safeguarding, loss, disclosure and use of Personal Data (including Personal Data of employees, contractors, customers, loan applicants and third parties), On-line Tracking Data, and email and mobile communications, including any approvals or notices required in connection therewith.

"Day Count Fraction" shall mean, interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed.

"Debt Service Coverage Ratio" shall mean, with respect to any Determination Date, the ratio obtained by dividing (i) the sum (without duplication) of (x) the aggregate amount of Collections deposited to the Collection Account during the Related Quarterly Reporting Period and (y) Cure Amounts deposited to the Collection Account on or prior to such Determination Date (and which remain on deposit in the Collection Account on such Determination Date) by (ii) the sum of (a) the Interest Distribution Amount and Commitment Fees for such Determination Date and (b) the aggregate amount of interest that will accrue on any other Senior Secured Debt and any Junior Lien Debt during the Related Quarterly Reporting Period, determined based on the outstanding amount of the Senior Secured Debt and the Junior

Lien Debt as of such date of determination and the amount Senior Secured Debt and Junior Lien Debt to be issued or incurred, which calculation will be determined by Frontier in good faith and certified to the Administrative Agent.

"Debt Service Coverage Ratio Test" shall be satisfied as of any Determination Date if the Debt Service Coverage Ratio is not less than (i) for the Determination Dates that occur on or prior to the first anniversary of the Closing Date, [***] and (ii) for any Determination Date that occurs after the first anniversary of the Closing Date, [***].

"Debtors" shall have the meaning set forth in the definition of **Frontier Case Milestones**.

"Deeds of Undertaking" means (i) the deed of undertaking in respect of the Loyalty IP Borrower to be entered into on or about the Closing Date among the Loyalty IP Borrower, HoldCo 2, the Collateral Agent and Walkers Fiduciary Limited, (ii) the deed of undertaking in respect of the Brand IP Borrower to be entered into on or about the Closing Date among the Brand IP Borrower, HoldCo 2, the Collateral Agent and Walkers Fiduciary Limited, (iii) the deed of undertaking in respect of HoldCo 2 to be entered into on or about the Closing Date among HoldCo 2, HoldCo 1, the Collateral Agent and Walkers Fiduciary Limited, and (iv) the deed of undertaking in respect of HoldCo 1 to be entered into on or about the Closing Date among HoldCo 1, Frontier, the Collateral Agent and Walkers Fiduciary Limited.

"Default" means any event that, unless cured or waived, is, or with the passage of time or the giving of notice or both would be an Event of Default.

"Default Interest" shall have the meaning set forth in Section 2.08.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" shall mean, at any time, any Lender (including any Agent in its capacity as a Lender) that (a) has failed, within two (2) Business Days of the date required to be funded or paid by it hereunder, to fund or pay (x) any portion of the Loans or (y) any other amount required to be paid by it hereunder to the Administrative Agent or any other Lender (or its banking Affiliates), (b) has notified the Borrowers, the Administrative Agent or any other Lender, or has made a public statement (verbally or in writing) to the effect, that it does not intend or expect to comply with any of its funding obligations (i) under this Agreement (unless such notification or public statement states that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied (other than as a result of the action or inaction of such Lender)) or (ii) on or prior to the Closing Date, generally under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent, any other Lender or a Borrower, acting in good faith, to provide a confirmation in writing from an authorized officer or other authorized representative of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans under this Agreement, *provided* that such

Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's, such other Lender's or the Borrowers', as applicable, receipt of such confirmation in form and substance satisfactory to the Administrative Agent and the Borrowers, or (d) has become, or has had its Parent Company become, the subject of a Bankruptcy Event or a Bail-In Action. If the Administrative Agent determines that a Lender is a Defaulting Lender under any of clauses (a) through (d) above, such Lender will be deemed to be a Defaulting Lender upon notification of such determination by the Administrative Agent to the Borrowers and the Lenders.

"Depository" means Citibank, N.A., as depository under the Collateral Agency and Accounts Agreement.

"Determination Date" means, with respect to any Payment Date and the related Quarterly Reporting Period, commencing with the Quarterly Reporting Period ending December 31, 2024, the Business Day that is three (3) Business Days prior to such Payment Date.

"Direction of Payment" means a notice to each counterparty of a Frontier Miles Agreement, which shall include instructions to such counterparties to pay all amounts due to Parent or any Subsidiary thereof under the applicable Frontier Miles Agreement directly to the Loyalty Collection Account.

"Discharge of Senior Secured Debt Obligations" has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

"Discount Den Program" means the Loyalty Program under the name "Discount Den" as of the Closing Date which is operated, owned or controlled, directly or indirectly by Frontier or any of its Subsidiaries, or principally associated with Frontier or any of its Subsidiaries, as in effect from time to time, whether under the "Discount Den" name or otherwise, in each case including any successor prepaid fares discount program.

"Disposition" means, with respect to any property, any sale, lease, sale and leaseback, conveyance, transfer or other disposition thereof. The terms **"Dispose"** and **"Disposed of"** shall have correlative meanings.

"Disqualified Institution" shall mean (a) any Person identified in writing to the Administrative Agent on or prior to the Closing Date (which list may be updated by Frontier or any Borrower from time to time with the prior written consent of the Administrative Agent; *provided*, for the avoidance of doubt, such updated list shall not be applied for retroactive disqualifications), (b) any Person that operates a commercial passenger air carrier business or otherwise is or becomes a competitor of Frontier or the Borrowers and (c) any Affiliate of any person described in clause (a) or (b) (other than any Affiliate of such Person under common control with such person, which Affiliate is not actively involved in the management and/or operations of such Person) that is readily identifiable as such solely by name or identified on a list delivered by Frontier or a Borrower to the Administrative Agent on the Closing Date, which list may be updated by Frontier or the any Borrower from time to time with the prior written

consent of the Administrative Agent; *provided*, for the avoidance of doubt, such updated list shall not be applied for retroactive disqualifications.

"Dollars" and **"\$"** shall mean lawful money of the United States of America.

"Domestic Subsidiary" shall mean any Subsidiary of Parent that was formed under the laws of the United States or any state of the United States or the District of Columbia other than (i) any Subsidiary substantially all of the assets of which are equity interests in one or more Foreign Subsidiaries, intellectual property relating to such Foreign Subsidiaries and other assets (including cash and Cash Equivalents) relating to an ownership interest in such Foreign Subsidiaries and (ii) any Subsidiary of a Foreign Subsidiary.

"DOT" shall mean the United States Department of Transportation and any successor thereto.

"DSCR Cure" shall have the meaning set forth in clause (y) of Section 2.24.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"ECF Account" shall have the meaning set forth in Section 5.21.

"ECF Prepayment" shall have the meaning set forth in Section 5.21.

"ECF Prepayment Date" shall have the meaning set forth in Section 5.21.

"ECF Prepayment Price" shall have the meaning set forth in Section 5.21.

"Eligible Assignee" shall mean (a) a commercial bank having total assets in excess of \$100,000,000, (b) a finance company, insurance company or other financial institution or fund, in each case reasonably acceptable to the Administrative Agent, which in the ordinary course of business extends credit of the type contemplated herein or invests therein and has total assets in excess of \$100,000,000 and whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or Section 406 of ERISA, (c) any Lender or any Affiliate of any Lender and (d) an Approved Fund of any Lender, (e) any other Person

(other than any Defaulting Lender, Disqualified Institution or natural Person) reasonably satisfactory to the Administrative Agent; provided that, so long as no Event of Default has occurred and is continuing, no Disqualified Institution shall constitute an Eligible Assignee unless otherwise consented to by the Borrowers; *provided, further*, neither Parent nor any Subsidiary of the Parent shall constitute an Eligible Assignee.

"Eligible Deposit Account" means (a) a segregated deposit account maintained with a depository institution or trust company whose short term unsecured debt obligations are rated at least, if rated by S&P, A-1 by S&P, if rated by Moody's, P-1 by Moody's, and, if rated by Fitch, F-1 by Fitch, (b) a segregated account which is maintained with a depository institution or trust company whose long term unsecured debt obligations are rated at least, if rated by S&P, A by S&P, if rated by Moody's, A2 by Moody's and, if rated by Fitch, BBB- by Fitch or (c) a segregated trust account maintained in the corporate trust department of a federally or state chartered depository institution whose long-term unsecured debt obligations are rated at least, if rated by S&P, A by S&P, if rated by Moody's, A2 by Moody's and, if rated by Fitch, BBB- by Fitch, subject to regulations regarding fiduciary funds on deposit substantially similar to 12 C.F.R. §9.10(b) in effect on the Closing Date.

"Environmental Laws" shall mean all applicable laws (including common law), statutes, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or legally binding agreements issued, promulgated or entered into by or with any Governmental Authority, relating to the protection of the environment, preservation or reclamation of natural resources, the handling, treatment, storage, disposal, Release or threatened Release of, or the exposure of any human (including employees) to, any Hazardous Materials.

"Environmental Liability" shall mean any liability (including any liability for damages, natural resource damage, costs of environmental investigation, remediation or monitoring or costs, fines or penalties) resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment, disposal or the arrangement for disposal of any Hazardous Materials, (c) human exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement, lease or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) that, together with Frontier, is treated as a single employer under Section 414(b) or (c) of the Code, or solely for purposes of Section 302 of ERISA and Section 412 and 430 of the Code, is treated as a single employer under Section 414 of the Code.

“Erroneous Payment” shall have the meaning set forth in Section 2.17(f).

“Escrow Accounts” shall mean accounts of Frontier or any Subsidiary, solely to the extent any such accounts hold funds set aside by Frontier or any Subsidiary to manage the collection and payment of amounts collected, withheld or incurred by Frontier or such Subsidiary for the benefit of third parties relating to: (a) federal income tax withholding and backup withholding tax, employment taxes, transportation excise taxes and security related charges; (b) any and all state and local income tax withholding, employment taxes and related charges and fees and similar taxes, charges and fees, including, but not limited to, state and local payroll withholding taxes, unemployment and supplemental unemployment taxes, disability taxes, workman's or workers' compensation charges and related charges and fees; (c) state and local taxes imposed on overall gross receipts, sales and use taxes, fuel excise taxes and hotel occupancy taxes; (d) passenger facility fees and charges collected on behalf of and owed to various administrators, institutions, authorities, agencies and entities; (e) other similar federal, state or local taxes, charges and fees (including without limitation any amount required to be withheld or collected under applicable law); or (f) other funds held in trust for, or otherwise pledged to or segregated for the benefit of, an identified beneficiary.

“EU Bail-In Legislation Schedule” shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Event of Default” shall have the meaning set forth in Section 7.01.

“Excess Proceeds” shall have the meaning set forth in Section 2.12(b).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Intellectual Property” means (a) all Intellectual Property other than (i) the Frontier Miles Intellectual Property and (ii) the Brand Intellectual Property and (b) all Frontier Traveler Data.

“Excluded Property” means:

(i) any lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement, and any of its rights or interest thereunder or any property subject thereto, if and to the extent (but only to the extent) that a security interest:

(A) is prohibited by or in violation of any law, rule or regulation applicable to such Grantor;

(B) would (x) result in a breach of the terms of, or constitute a default under, such lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement unless and until any required consent shall have been obtained or (y) give any other party to such lease, license, instrument, charter, permit, franchise,

authorization, contract or other agreement the right to terminate its obligations thereunder pursuant to a valid and enforceable provision;

(C) is expressly permitted under such lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement only with consent of the parties thereto (other than consent of a Grantor) and such necessary consents to such grant of a security interest have not been obtained;

in each case of the foregoing clauses (A) through (C) unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest under the Collateral Documents pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other Requirement of Law (including the Bankruptcy Code); *provided* that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement not subject to the prohibitions specified in the foregoing clauses (A) through (C) above;

(ii) any "intent to use" trademark applications for which a statement of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement is filed and accepted);

(iii) cash and Cash Equivalents that are earmarked to be used to satisfy or discharge Senior Secured Debt or Junior Lien Debt in connection with a permitted repayment thereof and in favor of the Collateral Agent (in the case of Senior Secured Debt) or the collateral agent, administrative agent or trustee in respect of such Junior Lien Debt; *provided* that (A) such cash and/or Cash Equivalents are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged and (B) the satisfaction or discharge of such Indebtedness is expressly permitted under the Transaction Documents; and

(iv) cash and Cash Equivalents distributed to Frontier by the Borrowers in accordance with the terms of this Agreement;

provided, however, that (1) "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property) and (2) in the case of any lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement to which any Loan Party is a party, and any of its rights or interest thereunder or any property subject thereto (including any general intangibles), if and to the extent (but only to the extent) that a security interest therein to be granted by such Loan Party would (a) result in a breach of the terms of, or constitute a default under, such lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement unless and until any required consent of any Loan Party shall have been obtained or (b) give any other Loan Party party to

such lease, license, instrument, charter, permit, franchise, authorization, contract or other agreement the right to terminate its obligations thereunder, each such Loan Party hereby agrees that its consent to such security interest is hereby provided and any such right to terminate such obligations is hereby waived, in each case in connection with the security interests granted hereby or by any Collateral Document (and such Loan Party agrees that such property referred to in this clause (2) shall not constitute Excluded Property) solely to the extent the consent of such Loan Party would be sufficient to overcome such prohibition.

“Excluded Subsidiary” shall mean each Subsidiary of Parent (other than the SPV Parties) (1) that is a captive insurance company, (2) that is formed or exists for purposes relating to the investment in one or more tranches of Indebtedness of any other Subsidiary, other tranches of which have been (or are to be) offered in whole or in part to Persons who are not Affiliates of Parent, (3) that is prohibited by applicable law, rule, regulation or contract existing on the Closing Date (or, in the case of any newly acquired Subsidiary, in existence at the time of acquisition but not entered into in contemplation thereof) from Guaranteeing, or granting Liens to secure, the Obligations or if Guaranteeing, or granting Liens to secure, the Obligations would require governmental (including regulatory) consent, approval, license or authorization unless such consent, approval, license or authorization has been received, (4) with respect to which Frontier and the Collateral Agent reasonably agree that the burden or cost or other consequences of providing a guarantee of the Obligations shall be excessive in view of the benefits to be obtained by the Senior Secured Parties therefrom, (5) with respect to which the provision of such guarantee of the Obligations could reasonably be expected to result in material adverse Tax consequences to Parent or one of its Subsidiaries (as reasonably determined by Frontier and notified in writing to the Administrative Agent), (6) that is a Foreign Subsidiary, a Subsidiary of a Foreign Subsidiary, a FSHCO, or a Subsidiary of a FSHCO or (7) that is an Immaterial Subsidiary. For the avoidance of doubt, no SPV Party shall be considered to be an Excluded Subsidiary.

“Excluded Taxes” shall mean any of the following Taxes imposed on or with respect to any Agent, any Lender or any other recipient of a payment hereunder, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in any credit extension hereunder pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the credit extension or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.16, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such recipient’s failure to comply with Section 2.16(f) or Section 2.16(h), and (d) any Taxes imposed under FATCA.

“Executory Documents” shall have the meaning set forth in the definition of “Frontier Case Milestones”.

“Extended Loan” shall have the meaning set forth in Section 2.28(a)(ii).

“Extension” shall have the meaning set forth in Section 2.28(a).

“Extension Amendment” shall have the meaning set forth in Section 2.28(d).

“Extension Offer” shall have the meaning set forth in Section 2.28(a).

“Extension Offer Date” shall have the meaning set forth in Section 2.28(a)(i).

“Extraordinary Resolution” has the meaning ascribed to such term in the Specified Organization Documents of each SPV Party, as applicable.

“FAA” shall mean the Federal Aviation Administration of the United States of America and any successor thereto.

“Facility” shall mean each of the Commitments and the Loans made thereunder.

“FASB” shall mean the Financial Accounting Standards Board.

“FATCA” means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, or any U.S. or non-U.S. fiscal or regulatory legislation, rules, practices or guidance notes adopted pursuant to any such intergovernmental agreement, including the US IGA.

“Federal Funds Effective Rate” shall mean, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it; provided that, if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Fee Letter” shall have the meaning set forth in Section 2.19.

“Fees” shall collectively mean the fees referred to in Section 2.19 or Section 2.20.

“Fitch” means Fitch Ratings, Inc., also known as Fitch Ratings, and its successors.

“Financial Covenant” shall have the meaning set forth in Section 6.08.

"Foreign Lender" shall mean any Lender that is not a "United States person" (as defined in Section 7701(a)(30) of the Code).

"Foreign Subsidiary" shall mean any direct or indirect Subsidiary of Parent that was not formed under the laws of the United States or any state of the United States or the District of Columbia.

"Fraudulent Transfer Laws" shall have the meaning set forth in Section 2.05(a).

"Frontier" shall have the meaning set forth in the first paragraph of this Agreement.

"Frontier Bankruptcy Case" means (1) Frontier (A) commences a voluntary case or proceeding, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a receiver, trustee, liquidator, provisional liquidator, custodian, conservator, restructuring officer (interim restructuring officer) or other similar official of it or for all or substantially all of its property, (D) makes a general assignment for the benefit of its creditors, or (E) admits in writing its inability generally to, pay its debts as they become due or (2) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against Frontier, (B) appoints a receiver, trustee, liquidator, provisional liquidator, custodian, conservator or other similar official of Frontier or for all or substantially all of the property of Frontier or (C) orders the liquidation of Frontier, and in each case under clause (2) the order or decree remains unstayed and in effect for 60 consecutive days.

"Frontier Brand Sublicense" means that certain Brand Sublicense Agreement, dated as of the date hereof, by and between HoldCo 2, as licensor, Frontier, as licensee, and Parent, as guarantor.

"Frontier Case Milestones" means that, during a Frontier Bankruptcy Case:

Each of the following, other than with respect to the Brand IP Licenses (including where Transaction Documents is referenced herein):

(a) each Loan Party shall continue to perform its respective obligations under the Transaction Documents and there shall be no material interruption in the flow of funds under such Transaction Documents in accordance with the terms thereunder; *provided*, that (i) the performance by the Loan Parties under this clause (a) shall in all respects be subject to any applicable materiality qualifiers, cure rights and/or grace periods provided for under the respective Transaction Documents, and (ii) the Guarantors shall have thirty (30) days from the Petition Date (as defined below) to cure any failure to perform that requires court authorization to perform;

(b) the debtors in respect of the Frontier Bankruptcy Case (the **Debtors**) shall file with the applicable U.S. bankruptcy court (the **"Bankruptcy Court"**), within ten (10) days of the date of petition in respect of the Frontier Bankruptcy Case (the **"Petition Date"**), a customary and reasonable motion to assume, under section 365 of title 11 of the Bankruptcy

Code, the IP Agreements, the Material Frontier Miles Agreements, and the Administration Agreements to which the Debtors are a party (the "**Executory Documents**") and continue to perform all obligations under the Transaction Documents (the "**Assumption Motion**"), and shall thereafter pursue (including by contesting any objections to) the approval of the Assumption Motion;

(c) the Bankruptcy Court shall have entered a customary and reasonable final order (the "**Assumption Order**") granting the Assumption Motion, within sixty (60) days after the Petition Date, and such Assumption Order shall not be amended, stayed (unless the party seeking a stay has posted a cash bond in an amount equal to or greater than the maximum amount of the Brand License Termination Payment that could be asserted if the Frontier Brand Sublicense were to terminate (without reduction for any potential mitigation)), vacated, or reversed;

(d) the parties agree and acknowledge that the Assumption Motion and Assumption Order shall be customary and reasonable and the Assumption Order shall provide, among other things, that: (i) the Debtors are authorized to assume the Executory Documents and perform all obligations under the Transaction Documents and implement actions contemplated thereby and, pursuant to the Assumption Order, will assume such Executory Documents pursuant to section 365 of the Bankruptcy Code; (ii) Transaction Documents are binding and enforceable against the parties thereto in accordance with their terms, without exception or amendment; (iii) any amounts payable under the Transaction Documents are actual and necessary costs and expenses of preserving the Debtors' estates and shall be entitled to priority as an allowed administrative expenses of the Debtors pursuant to sections 503(b) and 507(a)(2) of the Bankruptcy Code; (iv) the Debtors must cure any defaults under the Transaction Documents as a condition to assumption; and (v) the Debtors are authorized to take any action necessary to implement the terms of the Assumption Order;

(e) each Debtor, each Borrower and each Guarantor (i) shall not take any action to materially interfere with the assumption of the Executory Documents or performance under the Transaction Documents, or support any other Person to take any such action; and (ii) shall take all steps commercially reasonably necessary, to contest any action that would materially interfere with the assumption of the Executory Documents and performance of all obligations under the Transaction Documents, including, without limitation, litigating any objections and/or appeals;

(f) each Debtor, each Borrower and each Guarantor (i) shall not file any motion seeking to avoid, reject, disallow, subordinate, or recharacterize any obligation under the Transaction Documents or support any other Person to take any such action and (ii) shall take all steps commercially reasonably necessary, to contest any action that would seek to avoid, reject, disallow, subordinate, or recharacterize any obligation under the Transaction Documents, including, without limitation, litigating any objections and/or appeals;

(g) in the event there is an appeal of the Assumption Order:

(i) if the appeal has not been dismissed within sixty (60) days, then (A) the Reserve Account Required Balance shall increase by [***] per month as long as such appeal is pending, up to a cap of [***], and (B) such additional amounts accrued pursuant to clause (A) above shall be released to Frontier within [***] after the end of such appeal; and

(ii) the Debtors shall pursue a court order requiring any appellants to post a cash bond in an amount equal to [***], to an account held solely for the sole benefit of the Senior Secured Parties (clauses (i) and (ii) the "**Appeal Amounts**"). For the avoidance of doubt, in the event that there are separate appeals of the Assumption Order and an order approving the assumption of either of the Brand IP Licenses, there shall only be one Appeal Amount;

provided that, notwithstanding the foregoing clauses (a) through (g) above shall not apply to the Brand IP Licenses, which shall be governed by the Brand Suspension Events and the Brand IP Case Milestones Termination Events;

(h) the Frontier Bankruptcy Case shall not, and is not converted into, a case under chapter 7 of the Bankruptcy Code; and

(i) each of any plan of reorganization filed or supported by any Debtor and the plan of reorganization shall either (i) expressly provide for assumption or reinstatement of the Transaction Documents to which such Debtor is party and reinstatement or replacement of each of the related guarantees, subject to applicable cure periods or (ii) provide that the Loans are paid in full in cash and the Commitments are terminated on the effective date of the plan of reorganization.

For the avoidance of doubt, notwithstanding the foregoing, during the pendency of and following any stay or appeal of the Assumption Order, each Loan Party must continue to perform all obligations under the Transaction Documents, including making any and all payments under the Transaction Documents in accordance with the terms thereof and as described above and, in the event of any such payment default (subject to any applicable cure or grace periods under the applicable Transaction Documents), nothing shall limit any of the Lender's, the Administrative Agent's or the Collateral Agent's rights and remedies including but not limited to any termination rights under the Transaction Documents.

"Frontier Intercompany Loan" means any loan made by any SPV Party to Frontier with proceeds of the Loans.

"Frontier Intercompany Note" means the promissory note(s) evidencing the Frontier Intercompany Loan.

"Frontier Loyalty Program Sublicense" means that certain Loyalty Program Intellectual Property Sublicense Agreement, dated as of the date hereof, by and between HoldCo 2, as licensor, and Frontier, as licensee, and Parent, as guarantor.

"Frontier Miles Agreements" means, at any time, all currently existing, future and successor co-branding, partnering or similar agreements related to or entered into in connection with the Frontier Miles Program, including each Material Frontier Miles Agreement, but excluding each Retained Agreement existing at such time. For the avoidance of doubt, the Barclays Co-Branded Credit Card Agreement shall in all cases be deemed to be a Frontier Miles Agreement and shall in no case constitute a Retained Agreement.

"Frontier Miles Customer Data" means all data owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by Frontier or any of its Subsidiaries (including the Loyalty IP Borrower) and used, generated or produced primarily as part of the Frontier Miles Program, the Discount Den Program (and, only upon the GoWild! Contribution, GoWild!), including all of the following: (a) a list of all members of the Frontier Miles Program, the Discount Den Program and, only upon the GoWild! Contribution, GoWild!; and (b) the Frontier Miles Member Profile Data for each member of the Frontier Miles Program, the Discount Den Program, (and, only upon the GoWild! Contribution, GoWild!) but excluding Frontier Traveler Data.

The parties hereto acknowledge and agree that customer name, contact information (including name, mailing address, email address, and phone numbers) and communication and promotion opt-ins (as described in clause (b) of the definition of "Frontier Miles Member Profile Data") are included in both Frontier Miles Customer Data and Frontier Traveler Data; provided that the foregoing communication and promotion opt-ins are not specific to the Frontier Miles Program, the Discount Den Program (or, only upon the GoWild! Contribution, GoWild!), and if such communication and promotion opt-ins are specific to the Frontier Miles Program, the Discount Den Program (or, only upon the GoWild! Contribution, GoWild!) such communication and promotion opt-ins shall only be considered to be Frontier Miles Customer Data (it being understood that Frontier shall be entitled to continue marketing its airline business in the ordinary course).

"Frontier Miles Customer Database" shall have the meaning set forth in Section 4.03(b).

"Frontier Miles Intellectual Property" shall mean (a) Frontier Miles Customer Data and (b)(i) the proprietary source code set forth on Schedule 1.01(c) under the heading "Frontier Miles Intellectual Property", (ii) the registered trademarks and trademark applications set forth on Schedule 1.01(c) under the heading "Frontier Miles Intellectual Property", (iii) the issued patents and patent applications set forth on Schedule 1.01(c) under the heading "Frontier Miles Intellectual Property", (iv) the registered copyrights set forth on Schedule 1.01(c) under the heading "Frontier Miles Intellectual Property", and (v) other data, proprietary source code, registered trademarks, issued patents, registered copyrights and applications for the foregoing that are owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by the Borrowers, Parent Guarantors or any of Parent's Subsidiaries that are used in the Frontier Miles Program, the Discount Den Program, or solely upon the GoWild! Contribution, GoWild! and which are required to be contributed to the Borrowers from time to time as set forth in Section 5.07 of this Agreement, but excluding (i) all Intellectual Property used to operate the Frontier airline business that, even if used in connection with the Frontier Miles Program or Discount Den (or, only upon the GoWild! Contribution, GoWild!), would be

required or necessary to operate the Frontier airline business in the absence of the Frontier Miles Program, the Discount Den Program (or, only upon the GoWild! Contribution, GoWild!), and (ii) the following Intellectual Property (1) the Brand Intellectual Property, (2) the ULCC as stock symbol and (3) the Frontier website (including all content and source code).

“Frontier Miles Member Profile Data” means, with respect to each member of the Frontier Miles Program, the Discount Den Program (or solely upon the GoWild! Contribution, GoWild!), such member’s (a) name, mailing address, email address, and phone numbers, (b) communication and promotion opt-ins, (c) total miles balance, (d) third party engagement history, (e) accrual and redemption activity, including any data related to member segment designations or member segment activity or qualifications and (f) Frontier Miles Program account number and annual member status, but excluding Frontier Traveler Data.

“Frontier Miles Program” means any Loyalty Program, which is operated, owned or controlled, directly or indirectly by Parent or any of its Subsidiaries, or principally associated with Parent or any of its Subsidiaries, as in effect from time to time, whether under the “Frontier Miles” name or otherwise, in each case including any successor program, but excluding any Permitted Acquisition Loyalty Program, the Discount Den Program and GoWild!.

“Frontier Miles Program Revenues” means, with respect to any period, the aggregate amount of revenues of the Frontier Miles Program during such period (including any Retained Agreement Revenues).

“Frontier Miles Transaction Revenues” means, with respect to any period and without duplication, the aggregate amount of revenues of the Loyalty IP Borrower under the Frontier Miles Agreements during such period together with all other payments to the Loyalty IP Borrower under the Frontier Miles Agreements during such period.

“Frontier Mobile App” means the “Frontier Airlines mobile app” including all content and source code and any successor mobile app that uses the name “Frontier” or serves a similar purpose as the Frontier domain.

“Frontier Security Agreement” means that certain Frontier Security Agreement, dated on the Closing Date, among Frontier and the Collateral Agent, as it may be amended and restated from time to time.

“Frontier Traveler Data” means data (a) generated, produced or acquired as a result of the issuance, modification or cancellation of customer tickets from Frontier or for flights on Frontier, including data in or derived from passenger name records (including name and contact information) associated with flights on Frontier, or (b) that relates to a customer’s flight-related experience, but excluding in the case of clause (a) information that would not be generated, produced or acquired in the absence of the Frontier Miles Program, the Discount Den Program, only upon the GoWild! Contribution, GoWild!, or any other loyalty program.

“FSHCO” shall mean any Subsidiary substantially all the assets of which consist of equity interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in one or more (a) CFCs and/or (b) other Subsidiaries

substantially all the assets of which consist (directly or indirectly) of equity interests (including, for this purpose, any debt or other instrument treated as equity for U.S. federal income tax purposes) in one or more CFCs; *provided* that no SPV Party shall be considered to be a FSHCO.

"GAAP" means generally accepted accounting principles in the United States, which are in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, statements and pronouncements of the Financial Accounting Standards Board, such other statements by such other entity as have been approved by a significant segment of the accounting profession and the rules and regulations of the SEC governing the inclusion of financial statements in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

"GoWild!" means the Loyalty Program under the name "GoWild!" as of the Closing Date which is operated, owned or controlled, directly or indirectly by Parent or any of its Subsidiaries, or principally associated with Parent or any of its Subsidiaries, as in effect from time to time, whether under the "GoWild!" name or otherwise, in each case including any successor pre-paid all-you-can-fly travel pass program.

"GoWild! Contribution" means the addition of GoWild! to the Collateral pursuant to Section 10.23.

"Grantor" means each Borrower and each other Loan Party that shall at any time pledge Collateral under a Collateral Document.

"Guarantee" means a guarantee (other than (i) by endorsement of negotiable instruments for collection or (ii) customary contractual indemnities, in each case in the ordinary course of business), direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions).

"Guaranteed Obligations" shall have the meaning set forth in Section 9.01(a).

"Guarantors" means the Parent Guarantors, the Cayman Guarantors and any other Subsidiary of Parent that becomes a Guarantor pursuant to Section 5.13.

"Hazardous Materials" shall mean all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas and all other substances or wastes of any nature that are regulated as hazardous pursuant to, or, due to their hazardous qualities, could reasonably be expected to give rise to liability under any Environmental Law.

"Hedging Obligations" means, with respect to any Person, all obligations and liabilities of such Person under:

- (1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;
- (2) other agreements or arrangements designed to manage interest rates or interest rate risk; and
- (3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates, fuel prices or other commodity prices, but excluding (x) clauses in purchase agreements and maintenance agreements pertaining to future prices and (y) fuel purchase agreements and fuel sales that are for physical delivery of the relevant commodity.

"HoldCo 1" shall mean Frontier Finance 1, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands.

"HoldCo 2" shall mean Frontier Finance 2, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands.

"HoldCo 2 Brand License" means that certain Brand License Agreement, dated as of the date hereof, by and between the Brand IP Borrower, as licensor, and HoldCo 2, as licensee.

"HoldCo 2 Loyalty Program License" means that certain Loyalty Program Intellectual Property License Agreement, dated as of the date hereof, by and between the Loyalty IP Borrower, as licensor, and HoldCo 2, as licensee.

"Immaterial Subsidiary" means any Subsidiary of Parent that is not a Material Subsidiary.

"Increase Effective Date" shall have the meaning set forth in Section 2.27(a).

"Increase Joinder" shall have the meaning set forth in Section 2.27(c).

"Increase Lender" shall have the meaning set forth in Section 2.27(a).

"Indebtedness" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);
- (3) in respect of banker's acceptances;
- (4) representing Capital Lease Obligations;
- (5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six (6) months after such property is acquired or such services are completed, but excluding in any event trade payables arising in the ordinary course of business; or
- (6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "**Indebtedness**" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. Indebtedness shall be calculated without giving effect to the effects of Financial Accounting Standards Board Accounting Standards Codification 815—Derivatives and Hedging and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

"**Indemnified Taxes**" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrowers under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"**Indemnitee**" shall have the meaning set forth in Section 10.04(b).

"**Independent Director**" means, at any time with respect to any SPV Party, a director of such SPV Party that (1) satisfies the Independent Director Criteria at such time and (2) is a duly appointed "Independent Director" under and as defined in such SPV Party's Specified Organization Document.

"**Independent Director Criteria**" means criteria that shall be satisfied only in respect of a natural person that (a) is a director who has prior experience as an independent director, independent manager or independent member with at least three years of employment experience; (b) either is approved by both Frontier and the Administrative Agent, or is provided by a company nationally recognized in the United States or the Cayman Islands for providing professional independent managers and directors, that is not an Affiliate of any Loan Party or the Collateral Agent and that provides professional independent managers and directors and other

corporate services in the ordinary course of its business, and which individual is duly appointed as an Independent Director; and (c) is not, and has never been, and will not while serving as Independent Director be, any of the following: (i) a member, partner, equityholder, manager, director, officer or employee of any Borrower or any of its equityholders, the Collateral Agent or any Affiliates of the foregoing (except immaterial equity ownership in a Parent Guarantor or other than as an Independent Director of any SPV Party or any other Affiliate of a Borrower that is required by a creditor to be a single purpose bankruptcy-remote entity, *provided* that such Person is either is approved by both Frontier and the Administrative Agent or employed by a company that routinely provides professional independent managers or directors); (ii) a creditor, supplier or service provider (including provider of professional services) to either Borrower, the Collateral Agent or any of their respective equityholders or Affiliates (other than a nationally recognized company that routinely provides professional independent managers and directors and other corporate services to the Borrowers, the Collateral Agent or any of their respective equityholders or Affiliates in the ordinary course of business); (iii) a family member of any such member, partner, equityholder, manager, director, officer, employee, creditor, supplier or service provider; or (iv) a Person that controls (whether directly, indirectly or otherwise) any of clause (i), (ii) or (iii) above.

Any director who is an employee of Walkers Fiduciary Limited shall be deemed to meet the requirements of an "Independent Director" for purposes of this definition.

"Instructing Group" means, the Lenders holding at least 66.67% of the total Commitments and/or outstanding Loans and, to the extent each is a Lender, each of Citibank, N.A., Barclays Bank PLC and Morgan Stanley Senior Funding, Inc.

"Intellectual Property" means all patents and pending patent applications, registered trademarks or service marks and pending applications to register any trademarks or service marks, brand names, trade dress, know how, registered copyrights and pending applications for registration of copyrights, Trade Secrets, registered domain names, and other intellectual property, whether registered or unregistered, including social media accounts, unregistered copyrights in software and source code and pending applications to register any of the foregoing.

"Intercreditor Agreements" means the Collateral Agency and Accounts Agreement and any Junior Lien Intercreditor Agreement.

"Interest Distribution Amount" means, with respect to each Payment Date, an amount equal to (a) the product of (i) the Interest Rate for the related Interest Period, multiplied by (ii) the Day Count Fraction, multiplied by (iii) the outstanding principal amount of the Loans as of the first day of the related Interest Period, *plus* (b) any unpaid Interest Distribution Amounts from prior Payment Dates plus, to the extent permitted by law, interest thereon at the applicable Interest Rate for the related Interest Period.

"Interest Period" shall mean, as to any Borrowing of SOFR Loans, the period commencing on the date of such Borrowing (including as a result of a conversion from ABR Loans) or on the last day of the preceding Interest Period applicable to such Borrowing and ending on (but excluding) the next corresponding Payment Date; provided that (i) if any Interest

Period would end on a day which shall not be a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) no Interest Period shall end later than the applicable Termination Date.

"Interest Rate" shall mean the rate of interest applicable to each Loan as set forth in Section 2.07(a), as such rate may be modified by Section 2.08 or Section 2.09.

"Investments" means, with respect to any Person, all direct or indirect investments made by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances (but excluding advance payments and deposits for goods and services in the ordinary course of business) or capital contributions (excluding commission, travel and similar advances to officers, employees and consultants made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities of other Persons, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

"IP Agreements" means (a) each Contribution Agreement; (b) each IP License; (c) the IP Management Agreements and (d) each other contribution agreement, license or sublicense related to the Brand Intellectual Property or the Frontier Miles Intellectual Property that is required to be entered into after the Closing Date pursuant to the terms of the Loan Documents.

"IP License Transaction Revenues" means, with respect to any period and without duplication, the aggregate amount of payments received by the Borrowers pursuant to the IP Licenses during such period.

"IP Licenses" means (a) the Brand IP Licenses and (b) the Loyalty IP Licenses.

"IP Management Agreements" means each of the Brand Management Agreement and the Loyalty Program Management Agreement.

"IP Manager" shall mean Frontier (or any of its affiliates to the extent a permitted successor or assign), in its capacity as IP Manager under the IP Management Agreements, or any Successor Manager (as such term is defined under the IP Management Agreements).

"IP Security Agreements" shall have the meaning set forth in the Security Agreement.

"ISDA Definitions" shall mean the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“Junior Lien Debt” means, any Indebtedness owed to any other Person, so long as (i) solely with respect to the Collateral, such Indebtedness is expressly subordinated in right of payment to the Loans and any other Senior Secured Debt Obligations in the agreement, indenture or other instrument governing such Indebtedness and in a Junior Lien Intercreditor Agreement, (ii) the Liens on the Collateral securing such Indebtedness are subordinated to the Liens on the Collateral securing the Loans and any other Senior Secured Debt Obligations pursuant to a Junior Lien Intercreditor Agreement, (iii) the Weighted Average Life to Maturity of such Indebtedness shall be no shorter than the Weighted Average Life to Maturity of the Loans, (iv) the maturity date for such Indebtedness shall be at least 91 days after the Maturity Date, (v) such Indebtedness shall not be subject to or benefit from any Guarantee by any Person other than an Loan Party, and (v) the terms and conditions governing such Indebtedness of the Loan Parties shall (a) be reasonably acceptable to the Required Debtholders or (b) not be materially more restrictive, when taken as a whole, on the Borrowers (as determined in good faith by the Borrowers), than the terms of the then-outstanding Loans (except for (x) terms that are conformed (or added) in the Transaction Documents for the benefit of the Lenders holding then-outstanding Loans pursuant to an amendment hereto or thereto subject solely to the reasonable satisfaction of the Borrowers, (y) terms applicable only to periods after the latest maturity date then in effect for any Loans (as of the date of the incurrence of such Junior Lien Debt) and (z) pricing, fees, rate floors, premiums, optional prepayment or redemption terms) unless the Lenders under the then-outstanding Loans receive the benefit of such more restrictive terms; *provided* that in no event shall such Indebtedness be subject to events of default, mandatory prepayment or acceleration resulting (either directly or through a cross-default or cross-acceleration provision) from a Bankruptcy Case of Frontier or any of its Subsidiaries (other than the SPV Parties) except on the same terms as the Loans or as provided in clause (x) or (y) above.

“Junior Lien Debt Documents” means any documents, instruments, notes, credit agreements, purchase agreements or other agreements entered into in connection with the incurrence or issuance of any Junior Lien Debt.

“Junior Lien Intercreditor Agreement” has the meaning set forth in the Collateral Agency and Accounts Agreement.

“Latest Maturity Date” shall mean, at any date of determination, the latest maturity date of any then-outstanding Loan or of any other Priority Lien Debt.

“Lenders” shall have the meaning set forth in the first paragraph of this Agreement.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (but excluding any lease, sublease, use or license agreement or swap agreement or similar arrangement by any Grantor described in the definition of “Permitted Disposition”), including any conditional sale or other title retention agreement, any option or other agreement to sell or give a security interest in and any agreement

to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"Liquidity" means the sum of (i) all unrestricted cash and Cash Equivalents and "short-term investment securities" (as referred to in the Parent's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and/or other public filings with the SEC) of Frontier (excluding, for the avoidance of doubt, any cash or Cash Equivalents held in the Collection Account, the Payment Account, the ECF Account or the Reserve Account and any other accounts subject to account control agreements), (ii) committed amounts available to be drawn by Frontier and the Borrowers (taking into account all borrowing base limitations or other restrictions) under all revolving credit facilities of Frontier and the Borrowers; *provided* that such undrawn commitments have a maturity date greater than one (1) year from the date of calculation and (iii) the scheduled net proceeds (after giving effect to any expected repayment of existing Indebtedness using such proceeds) of any Capital Markets Offering of Frontier or the Borrowers that has priced but has not yet closed (until the earliest of the closing thereof, the termination thereof without closing or the date that falls five (5) Business Days after the initial scheduled closing date thereof).

"Loans" shall mean the Loans and any Extended Loans, as applicable.

"Loan Documents" shall mean this Agreement, the Collateral Documents, the Fee Letter, any promissory notes executed in favor of a Lender and any other instrument or agreement (which is designated as a Loan Document therein) executed and delivered by any Loan Party to the Administrative Agent, the Collateral Agent or any Lender.

"Loan Parties" shall mean the Borrowers and the Guarantors.

"Loan Request" shall mean a request by the Borrowers, executed by a Responsible Officer of the Borrowers, for a Loan in accordance with Section 2.03 in substantially the form of Exhibit D.

"Loyalty Collection Account" means the non-interest bearing trust account of Loyalty IP Borrower held at Citibank, N.A., account name: ###, which account is established and maintained at the New York office of the Depositary and under the control of the Collateral Agent pursuant to the Collateral Agency and Accounts Agreement, or any successor account that is an Eligible Deposit Account and which is under the control of the Collateral Agent pursuant to the Collateral Agency and Accounts Agreement or, subject to Section 8.05(c), an Account Control Agreement.

"Loyalty IP Borrower" shall have the meaning set forth in the first paragraph of this Agreement.

"Loyalty IP Licenses" means the HoldCo 2 Loyalty Program License and the Frontier Loyalty Program Sublicense.

"Loyalty Program" means (a) any customer loyalty program available to individuals (i.e., natural persons) that grants members in such program Currency based on a member's purchasing behavior and that entitles a member to accrue and redeem such Currency for a benefit or reward, including flights and/or other goods and services, or (b) any other membership program available to individuals (i.e., natural persons) that grants members in such program benefits in connection with travel on an airline, including reduced costs on airfare, bag fees and upgrades in exchange for a periodic cash payment. For the avoidance of doubt, each of the Discount Den Program and GoWild! constitute Loyalty Programs, provided GoWild! shall not be required to be contributed to the Loyalty IP Borrower until the occurrence of the GoWild! Contribution.

"Loyalty Program Management Agreement" means that certain Loyalty Program Management Agreement, dated as of the date hereof, among the Loyalty IP Borrower, Frontier, as manager, and the Collateral Agent.

"LTV Maximum Threshold" shall mean [***].

"LTV Ratio" means, on any date, the ratio (expressed as a percentage) equal to (a) the aggregate principal amount of Senior Secured Debt outstanding on such date, *divided* by (b) the value of the Collateral determined pursuant to the most recent Appraisal submitted to the Administrative Agent in accordance with Section 5.06 (including any additional Appraisal submitted to the Administrative Agent in accordance with Section 5.06).

"LTV Test Date" shall have the meaning set forth in the definition of "Special Interest Rate".

"Material Adverse Change" shall mean any event, development or circumstance that has had or would reasonably be expected to have a Material Adverse Effect.

"Material Adverse Effect" means a material adverse effect on (a) the consolidated business, operations or financial condition of Frontier and its Subsidiaries, taken as a whole, (b) the validity or enforceability of the Transaction Documents or the rights or remedies of the Lenders and the Senior Secured Parties thereunder, (c) the ability of the Borrowers to pay the Obligations under the Transaction Documents, (d) the validity, enforceability or collectability of the Material Frontier Miles Agreements or the IP Agreements generally or any material portion of the Material Frontier Miles Agreements or the IP Agreements, taken as a whole (but excluding, for avoidance of doubt, any cancellation or termination of any such agreement by any of the parties thereto in accordance with its terms), (e) the business and operations of the Frontier Miles Program, taken as a whole, or (f) the ability of the Loan Parties to perform their material obligations under the IP Agreements, the Frontier Intercompany Loan or the Material Frontier Miles Agreements to which it is a party; *provided*, that no condition or event that has been disclosed in the public filings for Frontier on or prior to the Closing Date shall be considered a "Material Adverse Effect" hereunder.

"Material Frontier Miles Agreements" means (a) any Significant Frontier Miles Agreement and (b) each other Frontier Miles Agreement identified as a Material Frontier Miles

Agreement as set forth on Schedule 3.18 hereto, as updated from time to time pursuant to the terms of this Agreement.

“Material Indebtedness” means (a) with respect to Parent and its Subsidiaries, Indebtedness of Parent and its Subsidiaries (other than the Loans) outstanding under the same agreement in a principal amount exceeding [***]; and (b) with respect to any SPV Party, Indebtedness of any SPV Party (other than the Loans) outstanding under the same agreement in a principal amount exceeding [***].

“Material Modification” means:

(1) any amendment or waiver of, or modification or supplement to, a Significant Frontier Miles Agreement occurring on or after the Closing Date which: (a) extends, waives, delays or contractually or structurally subordinates one or more payments due to any Loan Party or any Subsidiary thereof with respect to such Frontier Miles Agreement; (b) reduces the rate or amount of payments due to any Loan Party or any Subsidiary thereof with respect to such Frontier Miles Agreement; (c) gives any Person other than Loan Parties party to such Frontier Miles Agreement additional or improved termination rights with respect to such Frontier Miles Agreement; (d) shortens the term of such Frontier Miles Agreement or expands or improves any counterparty’s rights or remedies following a termination; or (e) imposes new payment obligations on any Loan Party or any Subsidiary thereof under such Frontier Miles Agreement; in each case under this clause (1), if such amendment, waiver, modification or supplement could reasonably be expected to result in a Payment Material Adverse Effect; and

(2) any amendment or waiver of, or modification or supplement to, an IP Agreement or the Frontier Intercompany Loan which: (a) shortens the scheduled maturity or term thereof, (b) amends, modifies or otherwise changes the calculation or rate of fees, expenses or termination payments due and owing thereunder in a manner reducing the amount owed to any Borrower, (c) changes the contractual subordination of payments thereunder, reduces the frequency of payments thereunder or permits payments due to any Borrower to be deposited to an account other than a Collection Account, (d) changes the amendment standards applicable to such agreement (other than changes affecting rights of the Administrative Agent or the Collateral Agent to consent to amendments, which is covered by clause (e)) in a manner that would reasonably be expected to result in a Payment Material Adverse Effect, or (e) materially impairs the rights of the Administrative Agent or the Collateral Agent to enforce or consent to amendments to any provisions of any such agreement in accordance therewith.

Notwithstanding anything to the contrary in this definition of “Material Modification”, the entrance into a Permitted Replacement Frontier Miles Agreement shall not constitute a Material Modification.

“Material Subsidiaries” means one or more Subsidiaries or Parent, for which (a) the assets of all such Subsidiaries constitute, in the aggregate, more than 5.0% of the total assets of Frontier and its Subsidiaries on a consolidated basis (determined as of the last day of the most recent fiscal quarter of Frontier for which financial statements are available to the Administrative Agent pursuant to Section 5.01) and (b) the revenues of all such Subsidiaries account for, in the aggregate, more than 5.0% of the total revenues of Frontier and its Subsidiaries on a consolidated

basis for the twelve-month period ending on the last day of the most recent fiscal quarter of Frontier for which financial statements are available to the Administrative Agent pursuant to Section 5.01.

"Maturity Date" shall mean, September 24, 2027.

"Miles" means the Currency under the Frontier Miles Program.

"Minimum Extension Condition" shall have the meaning set forth in Section 2.28(c).

"Moody's" means Moody's Investors Service, Inc.

"Net Proceeds" means (a) with respect to any Collateral Sale, Recovery Event or Contingent Payment Event, the aggregate cash and Cash Equivalents received by Parent or any of its Subsidiaries in respect thereof, net of: (i) the direct costs and expenses relating to such Collateral Sale, Recovery Event or Contingent Payment Event, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Collateral Sale, Recovery Event or Contingent Payment Event, taxes paid or payable as a result of the Collateral Sale, Recovery Event or Contingent Payment Event, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements; and (ii) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP; and (b) with respect to any issuance or incurrence of Indebtedness (including Permitted Pre-paid Miles Purchases), the cash proceeds thereof, net of (i) any fees, underwriting discounts and commissions, premiums, and other costs and expenses incurred in connection with such issuance and (ii) attorney's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses, and brokerage, consultant, accountant, and other customary fees.

"Non-Consenting Lender" shall have the meaning set forth in Section 10.08.

"Non-Control Investment" means an investment in an airline in which Parent and its Subsidiaries do not possess, directly or indirectly, (a) more than 50% of the voting power of the ownership interests of such airline or the entity that operates any Loyalty Program thereof or (b) the ability to appoint a majority of the members of the Board of Directors (or equivalent governing body) of such airline or the entity that operates the loyalty program thereof.

"Non-Defaulting Lender" shall mean, at any time, a Lender that is not a Defaulting Lender.

"Non-Extending Lender" shall have the meaning set forth in Section 10.08.

"Non-SOFR Benchmark Replacement" means any Benchmark Replacement determined in accordance with clause (2) of the definition of "Benchmark Replacement".

"Obligations" means the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition of bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrowers to any Agent or any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under this Agreement or the other Collateral Documents, whether on account of principal, interest, reimbursement obligations, fees, indemnities, out-of-pocket costs, and expenses (including all fees, charges and disbursements of counsel to any Agent or any Lender that are required to be paid by the Borrowers pursuant hereto or under any other Collateral Document) or otherwise.

"Officer's Certificate" means a certificate signed on behalf of a Borrower or Parent Guarantor (or such other applicable Person) by a Responsible Officer of a Borrower or Parent Guarantor (or such other applicable Person), respectively.

"On-line Tracking Data" means any information or data collected in relation to on-line activities that can reasonably be associated with a particular user or computer or other device.

"Ordinary Course of Business" shall mean with respect to Parent or any of its Subsidiaries, (a) in the ordinary course of business of, or in furtherance of an objective that is in the ordinary course of business of, Parent and its Subsidiaries, as applicable, (b) customary and usual in the commercial airline industry in the United States or (c) consistent with the past or current practice of one or more commercial air carriers in the United States.

"Other Connection Taxes" means, with respect to any recipient, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" shall mean any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18).

"Parent" has the meaning set forth in the introductory paragraph of this Agreement.

"Parent Bankruptcy Event" shall mean (a) any Parent Guarantor (i) commences a voluntary case or proceeding, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a receiver, trustee, liquidator, provisional

liquidator, custodian, conservator, restructuring officer (interim restructuring officer) or other similar official of it or for all or substantially all of its property, (D) makes a general assignment for the benefit of its creditors, or (E) admits in writing its inability generally to, pay its debts as they become due or (ii) a court of competent jurisdiction enters an order or decree under any bankruptcy law that (A) is for relief against such Parent Guarantor, (B) appoints a receiver, trustee, liquidator, provisional liquidator, custodian, conservator or other similar official of such Parent Guarantor or for all or substantially all of the property of such Parent Guarantor or (C) orders the liquidation of such Parent Guarantor, and in each case under clause (ii) the order or decree remains unstayed and in effect for 60 consecutive days.

“Parent Change of Control” shall mean the occurrence of any of the following:

(1) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of Parent and its Subsidiaries, taken as a whole, to any Person, other than to (x) any Person which owns or operates (directly or indirectly through a contractual arrangement) a Permitted Business (a **“Permitted Person”**) or a Subsidiary of a Permitted Person, in each case, if immediately after such transaction no Person is the Beneficial Owner, directly or indirectly, of more than 50% of the total Voting Stock of such Permitted Person (measured by voting power rather than number of shares) or (y) one or more Permitted Holders; or

(2) the acquisition by any Person or group, other than one or more Permitted Holders, of 50% or more of the total voting power of the Voting Stock of Parent other than in connection with (A) any transaction or series of transactions in which Parent shall become a wholly owned subsidiary of a Parent Entity of which no Person or group, as noted above, holds 50% or more of the total voting power or (B) any merger or consolidation of Parent with or into a Permitted Person or a Subsidiary of a Permitted Person, in each case, if immediately after such transaction no Person is the Beneficial Owner, directly or indirectly, of more than 50% of the total Voting Stock of the entity that ultimately acquired the Voting Stock of Parent or into whose Voting Stock the Voting Stock of Parent is converted in the merger or other transaction (measured by voting power rather than number of shares).

For the avoidance of doubt, any Permitted Frontier Reorganization shall be deemed not to constitute a Parent Change of Control. For the avoidance of doubt, any Parent Entity of HoldCo 2 that is a subsidiary of Parent may be dissolved, liquidated or merged out of existence (or terms of similar import). For purposes of the foregoing definition, (i) **“Parent Entity”** means, with respect to any Person, any other Person of which such Person is a direct or indirect wholly-owned Subsidiary, and (ii) “Person” shall include any “person” (as that term is used in Section 13(d)(3) of the Exchange Act).

“Parent Company” shall mean, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

“Parent Guarantors” has the meaning set forth in the introductory paragraph of this Agreement.

“Participant” shall have the meaning set forth in Section 10.02(d)(i).

“Participant Register” shall have the meaning set forth in Section 10.02(d)(i).

“Patriot Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (signed into law on October 26, 2001), and any subsequent legislation that amends or supplements such Act or any subsequent legislation that supersedes such Act.

“Payment Account” shall have the meaning set forth in Section 5.19(a).

“Payment Date” means (a) the 15th day of April, July, October and January of each year, or if such day is not a Business Day, the next succeeding Business Day, commencing October 15, 2024, and (b) the Termination Date.

“Payment Date Statement” means a written statement substantially in the form attached hereto as Exhibit E setting forth the amounts to be paid pursuant to Section 2.10(b) on the related Payment Date.

“Payment Material Adverse Effect” means a material adverse effect on (a) the validity or enforceability of the Loan Documents or the rights or remedies of the Lenders thereunder, (b) the ability of the Borrowers to pay the Obligations, (c) the validity, enforceability or collectability of the Material Frontier Miles Agreements or the IP Agreements generally or any material portion of the Material Frontier Miles Agreements or the IP Agreements, taken as a whole (but excluding, for avoidance of doubt, any cancellation or termination of any such agreement by any of the parties thereto in accordance with its terms); provided, that no condition or event that has been disclosed in the public filings for Parent shall be considered a **“Payment Material Adverse Effect”**.

“Payroll Accounts” means depository accounts used only for payroll.

“Periodic Term SOFR Determination Day” has the meaning specified in the definition of “Term SOFR”.

“Permitted Acquisition Loyalty Program” shall mean a Loyalty Program owned, operated or controlled, directly or indirectly, by a Specified Acquisition Entity or any of its Subsidiaries, or principally associated with such Specified Acquisition Entity or any of its Subsidiaries so long as: (1) the Specified Acquisition Entity's Loyalty Program is operated so that it is not more competitive, taken as a whole, than the Frontier Miles Program (as determined by Frontier in good faith), (2) Frontier, Parent and its Subsidiaries do not take any action that would reasonably be expected to disadvantage the Frontier Miles Program relative to the Specified Acquisition Entity's Loyalty Program, (3) no members of the Frontier Miles Program are targeted for membership in the Specified Acquisition Entity's Loyalty Program; provided

that this clause (3) shall not prohibit general advertisements, promotions or similar general marketing activities related to the Specified Acquisition Entity; (4) except as attributable to market or business conditions as determined in good faith by Frontier, Frontier will devote substantially similar resources to the Frontier Miles Program, including to Frontier distribution and marketing channels, as were applicable immediately prior to the consummation of the acquisition of the Specified Acquisition Entity; and (5) Frontier, Parent and its Subsidiaries do not announce to the public, the members of the Frontier Miles Program or the members of the Specified Acquisition Entity's Loyalty Program that the Specified Acquisition Entity's Loyalty Program is the primary Loyalty Program for Frontier, Parent or its Subsidiaries.

"Permitted Business" shall mean, (a) with respect to Parent and its Subsidiaries (other than the SPV Parties), any business that is similar, or reasonably related, ancillary, supportive or complementary to, or any reasonable extension of, the businesses in which Parent and its Subsidiaries (other than the SPV Parties) are engaged on the date of this Agreement, and (b) with respect to the SPV Parties, any business that is similar, or reasonably related, ancillary, supportive or complementary to, or any reasonable extension of, the businesses in which the SPV Parties are engaged (including the operation of the Frontier Miles Program, the Discount Den Program or GoWild!) on the date of this Agreement.

"Permitted Disposition" means any of the following:

- (1) the Disposition of Collateral expressly permitted under the applicable Collateral Documents;
- (2) the licensing or sub-licensing or granting of similar rights of Intellectual Property or other general intangibles pursuant to any Frontier Miles Agreement or as otherwise permitted by (or pursuant to) the IP Agreements;
- (3) the Disposition of cash or Cash Equivalents constituting Collateral in exchange for other cash or Cash Equivalents constituting Collateral and having reasonably equivalent value therefor;
- (4) to the extent constituting a Disposition, (i) the incurrence of Liens that are expressly permitted to be incurred pursuant to Section 6.06 or (ii) the making of (x) any Restricted Payment that is expressly permitted to be made, and is made, pursuant to Section 6.01 or (y) any Permitted Investment;
- (5) Dispositions pursuant to the terms of any IP Agreement;
- (6) surrender or waive contractual rights and settle, release, surrender or waive contractual or litigation claims (or other Disposition of assets in connection therewith);
- (7) the expiration of the following registered Intellectual Property: (A) any copyright, the term of which has expired under applicable law; (B) any patent, the term of which has expired under applicable law, taking into account all patent term adjustments and extensions, and provided that all maintenance fees are paid; and (C) any trademark or service mark, the term of which has expired under applicable law because a declaration or statement of use to maintain

the registration cannot be submitted to, or has been finally rejected by, the relevant governmental authority because such trademark or service mark is no longer in use; in each case, subject to the terms and conditions of the IP Agreements;

(8) the abandonment or cancellation of Intellectual Property in the ordinary course of business;

(9) any transfer, deletion, de-identification or purge of any Personal Data that is required or permitted under applicable privacy laws, under any of the Borrowers' or Guarantors' public-facing privacy policies or in the ordinary course of business (including in connection with terminating inactive Frontier Miles Program or Discount Den Program member accounts) pursuant to the applicable Borrower's or other Guarantor's privacy and data retention policies consistent with past practice; and

(10) to the extent constituting a Disposition, any actions necessary or desirable in order to discontinue the Discount Den Program or GoWild!.

"Permitted Frontier Reorganization" means the entry by Parent into any reorganization pursuant to Section 251(g) of the General Corporation Law of the State of Delaware pursuant to which a new holding company structure is implemented above Frontier.

"Permitted Holders" means (1) any Sponsor and any of their respective Affiliates, (2) the Officers of Indigo Partners LLC20, and (3) any group (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act, or any successor provision) of which any of the foregoing are members, provided that in the case of such "group" and without giving effect to the existence of such "group" or any other "group," such Sponsor and Officers collectively, have beneficial ownership, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of Frontier Group Holdings or any of its direct or indirect Parent held by such "group."

"Permitted Investments" means:

(1) to the extent constituting an Investment, Investments in any SPV Party arising from the transactions contemplated in the Transaction Documents;

(2) any Investment in cash, Cash Equivalents and any foreign equivalents;

(3) any Investments received in a good faith compromise or resolution of (i) obligations of trade creditors or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (ii) litigation, arbitration or other disputes;

(4) prepayment of any Senior Secured Debt in accordance with the terms and conditions of this Agreement and the other Transaction Documents and Senior Secured Debt Documents;

Agreement;

(5) any guarantee of Indebtedness of the SPV Parties to the extent otherwise expressly permitted under this

(6) accounts receivable arising in the ordinary course of business;

(7) any Investment made as a result of the receipt of non-cash consideration from a Disposition of assets; and

(8) any Investment in connection with outsourcing initiatives in the ordinary course of business.

"Permitted Liens" means:

(1) Liens securing the Senior Secured Debt, including pursuant to this Agreement and the other Collateral Documents, so long as (other than with respect to Liens granted under this Agreement) such Indebtedness and such Liens are subject to the Collateral Agency and Accounts Agreement;

(2) Liens securing Junior Lien Debt; *provided* that such Liens secured by the Collateral shall (i) rank junior to the Liens secured by the Collateral securing the Obligations and (ii) be subject to a Junior Lien Intercreditor Agreement;

(3) Liens of a collection bank arising under Section 4-208 of the New York Uniform Commercial Code or any comparable or successor provision on items in the course of collection and liens in favor of banking or other financial institutions or other electronic payment service providers arising as a matter of law or customary contract within the general parameters customary in the industry;

(4) Liens in favor of depositary banks arising as a matter of law encumbering deposits (including the right of setoff) and that are within the general parameters customary in the banking industry;

(5) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded;

(6) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens;

(7) Liens arising by operation of law in connection with judgments, attachments or awards which do not constitute an Event of Default under this Agreement;

(8) to the extent constituting Liens, the rights granted by any Loan Party to another Loan Party or the Collateral Agent pursuant to any IP Agreement (other than any rights granted thereunder following any amendment or modification thereof that is not permitted by the terms of such agreement, this Agreement, an IP License or any other Transaction Document);

(9) (i) any overdrafts and related liabilities arising from treasury, netting, depositary and cash management services or in connection with any automated clearing house transfers of funds, in each case as it relates to cash or Cash Equivalents, if any, and (ii) Liens arising by operation of law or that are contractual rights of set off in favor of the depositary bank or securities intermediary in respect of any deposit or securities accounts;

(10) to the extent constituting Liens, licenses, sub-licenses and similar rights as they relate to any Intellectual Property (A) granted to any third-party counterparty of any Frontier Miles Agreement pursuant to the terms of such agreement or (B) as otherwise expressly permitted by the IP Licenses and the Collateral Documents to be granted to any Person (other than any sub-license or similar right granted thereunder following any amendment or modification thereof that is not permitted by the terms of such agreement or this Agreement);

(11) Liens incurred in the ordinary course of business of Frontier or any Subsidiary of Frontier with respect to obligations that do not exceed in the aggregate [***] at any one time outstanding;

(12) rights reserved or vested in any Person by the terms of any lease, license, franchise, grant, or permit held by any Loan Party or by a statutory provision, to terminate any such lease, license, franchise, grant, or permit, or to require annual or periodic payments as a condition to the continuance thereof, in each case so long as such rights (A) do not interfere in any material respect with the business of Frontier and its Subsidiaries, taken as a whole, and (B) do not relate to Intellectual Property or Frontier Miles Agreements except as expressly provided in the Collateral Documents;

(13) Liens on cash and Cash Equivalents that are earmarked to be used to satisfy or discharge Senior Secured Debt or Junior Lien Debt in connection with a permitted repayment thereof and in favor of the Collateral Agent (in the case of Senior Secured Debt) or the collateral agent, administrative agent or trustee in respect of such Junior Lien Debt; *provided that* (a) such cash and/or Cash Equivalents are deposited into an account from which payment is to be made, directly or indirectly, to the Person or Persons holding the Indebtedness that is to be satisfied or discharged, (b) such Liens extend solely to the account in which such cash and/or Cash Equivalents are deposited and are solely in favor of the Person or Persons holding the Indebtedness (or any agent or trustee for such Person or Persons) that is to be satisfied or discharged, and (c) the satisfaction or discharge of such Indebtedness is expressly permitted under the Transaction Documents;

(14) with respect to any Subsidiary organized under the law of a jurisdiction outside of the United States, other liens and privileges arising mandatorily by any Requirement of Law;

(15) Liens arising in connection with the IP Agreements;

(16) Liens (including all rights) of counterparties under the Frontier Miles Agreements under the terms thereof;

and

(17) any extension, modification, renewal or replacement of the Liens described in clauses (1) through (16) above, *provided* that such extension, modification, renewal or replacement does not increase the amount of Indebtedness associated therewith.

"Permitted Pre-paid Miles Purchases" means Pre-paid Miles Purchases permitted by Section 6.02(b).

"Permitted Replacement Frontier Miles Agreement" means any Frontier Miles Agreement entered into by Frontier or the Loyalty IP Borrower to replace any Significant Frontier Miles Agreement that has been (or will be) terminated, cancelled or expired; *provided* that:

(1) the counterparty to such Permitted Replacement Frontier Miles Agreement shall have a corporate rating from at least two of S&P, Moody's and Fitch of not lower than the lower of (x) BBB, Baa2 and BBB, respectively and (y) the corresponding corporate ratings of the counterparty so replaced;

(2) the projected revenues (as determined in good faith by the Loan Parties) under such Permitted Replacement Frontier Miles Agreement for the immediately succeeding 12 months shall equal no less than [***] of the actual revenues of the Significant Frontier Miles Agreement that it is replacing for the 12 months preceding the termination of such Significant Frontier Miles Agreement;

(3) such Permitted Replacement Frontier Miles Agreement shall expressly permit the applicable Loan Party to pledge its rights thereunder to the Collateral Agent;

(4) such Permitted Replacement Frontier Miles Agreement shall have confidentiality obligations applicable to the applicable Loan Parties that are not materially more restrictive (taken as a whole) than the confidentiality obligations in the Significant Frontier Miles Agreement so replaced (as determined in good faith by the Loan Parties); and

(5) such Permitted Replacement Frontier Miles Agreement shall not have a scheduled termination date prior to the scheduled termination date of the Significant Frontier Miles Agreement so replaced.

"Permitted SPV Reorganization" shall mean any reorganization of any or all of the SPV Parties as a Cayman limited partnership, Bermuda entity or similar business entity organized in any other jurisdiction mutually agreed by the Administrative Agent and the Borrowers and any other activities of the Loan Parties or any Subsidiary thereof in connection with such reorganization (including, without limitation, (i) the formation and organization of one or more new Cayman, Bermuda (or such other jurisdiction as mutually agreed by the Administrative Agent and the Borrowers) entities to act as general partner (or similar business entity) of any SPV Party, (ii) any merger, consolidation, amalgamation, equity transfer, equity issuance, disposition, conversion, dissolution or similar transaction necessary or desirable to effect any such reorganization, as reasonably determined by Frontier in good faith, and/or (iii) any amendment, modification or supplement to any of the Transaction Documents necessary or desirable to effect any such reorganization, as reasonably determined by Frontier in good faith);

provided that (a) such reorganization and other activities are implemented in response to, or in anticipation of, a change in law, in order to preserve or improve the tax position of the SPV Parties or any parent thereof (as reasonably determined by Frontier in good faith) and (b) such reorganization and other activities, taken as a whole, do not materially impair the Liens on the Collateral granted by the Loan Parties in favor of the Senior Secured Parties (as reasonably determined by Frontier in good faith).

“Person” means any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization, Airport Authority or Governmental Authority or any agency or political subdivision thereof.

“Personal Data” means (a) any information or data that alone or together with any other data or information can be used to identify, directly or indirectly, a natural person or otherwise relates to an identified or identifiable natural person and (b) any other information or data considered to be personally identifiable information or data under applicable law.

“Petition Date” shall have the meaning set forth in the definition of “Frontier Case Milestones”.

“Plan” means a Single Employer Plan or a Multiple Employer Plan that is a pension plan subject to the provisions of Title IV of ERISA, Sections 412 or 430 of the Code or Section 302 of ERISA.

“Pre-paid Miles Purchases” means the sale by Parent or any Subsidiary thereof of pre-paid Miles to a counterparty of a Frontier Miles Agreement or any similar transaction involving a counterparty of a Frontier Miles Agreement advancing funds to Parent or any Subsidiary thereof against future payments to Parent or any Subsidiary thereof by such counterparty under such Frontier Miles Agreement.

“Prime Rate” shall mean the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Priority Lien Cap” shall mean, at any time, an unlimited amount so long as the aggregate amount of such Indebtedness shall not exceed the greater of (a) an amount such that the Total DSCR is not less than [***] and (b) an amount such that the LTV Ratio is not more than [***], in each case, on a *pro forma* basis after giving effect to the issuance of such Indebtedness.

“Priority Lien Debt” shall mean the Loans or other Indebtedness incurred or one or more other credit facilities or indenture(s), in each case, incurred or issued after the Closing Date, pursuant to and in accordance with Section 6.02(c).

“Priority Lien Debt Documents” shall mean any documents, instruments, notes, credit agreements, purchase agreements or other agreements entered into in connection with the incurrence or issuance of any Priority Lien Debt.

“Pro Rata Share” means, on any date, a proportion equal to (a) the aggregate principal amount of Loans outstanding on such date *divided by* (b) the aggregate principal amount of Priority Lien Debt outstanding on such date.

“PTE” shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“QFC Credit Support” shall have the meaning set forth in Section 10.21.

“Qualified Professional Asset Manager” shall have the meaning set forth in Section 10.20(a)(iii)(A).

“Qualified Replacement Assets” means assets used or useful in the business of the Borrowers and the Guarantors that shall be Collateral.

“Quarterly Reporting Period” means (a) initially, the period commencing on the Closing Date and ending on December 31, 2024 and (b) thereafter, each successive period of three consecutive months.

“Recovery Event” means any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any Collateral.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is SOFR, [***] on the day that is [***] U.S. Government Securities Business Days preceding the date of such setting, and (2) if such Benchmark is not SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Register” shall have the meaning set forth in Section 10.02(b)(iv).

“Related Parties” shall mean, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, members, employees, agents and advisors of such Person and such Person's Affiliates.

“Related Quarterly Reporting Period” shall mean, with respect to any Allocation Date, Determination Date or Payment Date, the most recently completed Quarterly Reporting Period.

"Release" shall have the meaning specified in Section 101(22) of the Comprehensive Environmental Response Compensation and Liability Act.

"Relevant Governmental Body" shall mean the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

"Required Class Lenders" shall mean, at any time, Lenders holding more than 50% of the Loans (or Commitments) of any Class.

"Required Debtholders" has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

"Required Deposit Amount" means, at any time for any Quarterly Reporting Period, the sum of (1) the amount necessary to pay in full on the related Payment Date (a) all outstanding payments estimated to be due pursuant to Section 2.10(b)(i) through (iv) and (b) if a Mandatory Prepayment Event has occurred or Cash Trap Period is in effect at such time, under Section 2.10(b)(vii) through (ix) and (2) the corresponding amount described in clause (1) for each Series of Senior Secured Debt other than the Loans.

"Required Excess Cash Flow" means, (a) with respect to any Payment Date relating to a Quarterly Reporting Period in which a Cash Trap Period was in effect as of the first day of the related Quarterly Reporting Period, an amount equal to the lesser of (i) [***] of the excess of (A) the Loans' Allocable Share of the Collections received in the Collection Account during such Quarterly Reporting Period while such Cash Trap Period was in effect, over (B) the amount to be distributed pursuant to Section 2.10(b)(i) through (viii) on such Payment Date and (ii) the amount necessary to pay the outstanding principal balance of the Loans (and accrued interest thereon and all other Obligations) in full and (b) with respect to any Quarterly Reporting Period in which a Cash Trap Event is not in effect at the beginning of such period but is in effect at the end, [***] of the excess of (A) the Loans' Allocable Share of the sum of (1) the amounts on deposit in the Collection Accounts on the date of such Cash Trap Event plus (2) the amounts deposited in the Collection Accounts during the period from such Cash Trap Event until the last day of such Quarterly Reporting Period, over (B) the amount to be distributed pursuant to Section 2.10(b)(i) through (viii) on the related Payment Date (or under this clause (b), such lesser amount as is necessary to pay the outstanding principal balance of the Loans (and accrued interest thereon and all other Obligations) in full); provided that, in each case with respect to clauses (a) and (b), if a Cash Trap Cure has occurred on or prior to such Payment Date or a Cash Trap Period is otherwise no longer in effect as of such Payment Date, "Required Excess Cash Flow" with respect to such Payment Date shall equal [***]. For the avoidance of doubt, a Cash Trap Event under Section 7.02 shall be in effect for a Quarterly Reporting Period if the relevant Debt Service Coverage Ratio Test was not satisfied at the end of the immediately preceding period.

"Required Lenders" shall mean, at any time, Lenders holding more than 50% of the Commitments then in effect or, if the Commitments have been terminated, the aggregate

principal amount of all Loans outstanding. The outstanding Loans and Commitments of any Defaulting Lender shall be disregarded in determining the “**Required Lenders**” at any time.

“**Required Number of Independent Directors**” means with respect to HoldCo 1, HoldCo 2 and each other SPV Party, one (1) Independent Director.

“**Requirement of Law**” means, with respect to any Person, the common law and any federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, or requirements of, any Governmental Authority, in each case having the force of law and that are applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“**Reserve Account**” shall have the meaning set forth in Section 5.18(a).

“**Reserve Account Required Balance**” shall mean, with respect to any date, an amount equal to the sum of the Interest Distribution Amount and Commitment Fees scheduled to be due with respect to each Class of Loans on the next Payment Date (calculated as of any date assuming the outstanding Loans on such date remain outstanding on the next Payment Date).

“**Resignation Effective Date**” shall have the meaning set forth in Section 8.05.

“**Resolution Authority**” shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means, (a) with respect to any Person (other than the Administrative Agent or the Collateral Agent), the Chairman of the Board, the Vice Chairman of the Board of Directors, any Director of the Board of Directors, the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary, any Manager, or any Managing Member of such Person, and (b) with respect to the Administrative Agent or the Collateral Agent, any officer within the Corporate Trust Office of the Administrative Agent or the Collateral Agent, as applicable (or any successor division, unit or group of the Administrative Agent or the Collateral Agent, as applicable) who shall have direct responsibility for the administration of this Agreement.

“**Restricted Investment**” means an Investment other than a Permitted Investment.

“**Restricted Payments**” shall have the meaning set forth in Section 6.01(a).

“**Retained Agreement**” means, at any time, all currently existing (at such time) co-branding, partnering or similar agreements related to or entered into in connection with the

Frontier Miles Program and with respect to which the payment rights thereunder have not been transferred to the Loyalty IP Borrower.

“Retained Agreement Revenues” means, with respect to any period, the aggregate amount of revenues attributable to the Retained Agreements during such period.

“S&P” means Standard & Poor’s Ratings Services.

“Sale of a Grantor” means, with respect to any Collateral, an issuance, sale, lease, conveyance, transfer or other disposition of the Capital Stock of the applicable Grantor that owns such Collateral.

“Sanctions” means any economic or financial sanctions or trade embargoes enacted, administered, imposed or enforced by any Sanctions Authority.

“Sanctions Authority” means: (a) the United States (including Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State); (b) the United Kingdom (including His Majesty’s Treasury); (c) the United Nations; and (d) the European Union and any EU member state.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement” means that certain Security Agreement, dated on the Closing Date, among the Borrowers, the Cayman Guarantors, Frontier and the Collateral Agent, as it may be amended and restated from time to time.

“Senior Secured Debt” has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

“Senior Secured Debt Documents” has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

“Senior Secured Parties” has the meaning ascribed to such term in the Collateral Agency and Accounts Agreement.

“Shortfall Period” shall have the meaning set forth in Section 2.24.

“SOFR” shall mean, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Date” shall have the meaning set forth in the definition of “Daily Simple SOFR”.

“SOFR Loan” means a Loan that bears interest at a rate based on Term SOFR.

“SOFR Rate Day” shall have the meaning set forth in the definition of “Daily Simple SOFR”.

“Solvent” shall mean, for any Person, that (a) the fair market value of its assets (on a going concern basis) exceeds its liabilities, (b) it has and will have sufficient cash flow to pay its debts as they mature in the ordinary course of business and (c) it does not and will not have unreasonably small capital to engage in the business in which it is engaged and proposes to engage.

“Significant Frontier Miles Agreement” means (a) the Barclays Co-Branded Credit Card Agreement, (b) any Permitted Replacement Frontier Miles Agreement and (c) as of any date, each other Frontier Miles Agreement that generated Frontier Miles Transaction Revenues equal to [***] or more of the Frontier Miles Transaction Revenues received over the twelve months prior to such date, in each case, as amended, restated, extended, replaced, supplemented, or otherwise modified from time to time as permitted by this Agreement and the other Collateral Documents.

“Special Interest Rate” means, with respect to the calculation of interest pursuant to Section 2.07(a) on any particular date (such date, the **“Interest Calculation Date”**), (a) if the LTV Ratio exceeds the LTV Maximum Threshold on the Determination Date for the most recently ended Payment Date occurring in the month of October (each an **“LTV Test Date”**), [***] for each subsequent Interest Period until such time as the LTV Ratio does not exceed LTV Maximum Threshold (including if such time occurs based on an interim determination on an Optional TV Test Date), and (b) otherwise, [***].

“Special Shareholder” means, with respect to each SPV Party, the Special Shareholder (as defined in such SPV Party’s Specified Organization Document) with respect to such SPV Party.

“Specified Acquisition Entity” means any entity that is (x) acquired by Parent or any of its Subsidiaries (other than Loyalty IP Borrower, Brand IP Borrower, HoldCo 1 or HoldCo 2) after the Closing Date (whether such entity becomes wholly or less than one hundred percent (100%) owned by Parent or any of its Subsidiaries (other than Loyalty IP Borrower, Brand IP Borrower, HoldCo 1 or HoldCo 2)) or (y) another commercial airline (including any business lines or divisions thereof) with which Parent or such a Subsidiary of Parent merges or enters into an acquisition transaction with.

"Specified Intellectual Property" means that certain Intellectual Property which cannot be transferred or contributed to the applicable Borrower due to applicable law, domain registrar restrictions or existing contractual restrictions.

"Specified Organization Documents" means (i) the Amended and Restated Memorandum of Association of the Loyalty IP Borrower, dated as of the Closing Date, (ii) the Amended and Restated Memorandum of Association of the Brand IP Borrower, dated as of the Closing Date, (iii) the Amended and Restated Memorandum of Association of HoldCo 2, dated as of the Closing Date, and (iv) the Amended and Restated Memorandum of Association of HoldCo 1, dated as of the Closing Date, in each case, as amended, restated or otherwise modified from time to time as permitted thereby and by this Agreement and the other Collateral Documents.

"Sponsor" means (1) Indigo Partners LLC and (2) one or more investment funds and accounts advised, managed or controlled by the foregoing and, in each case (whether individually or as a group), each of their Affiliates, but not including any portfolio company of any of the foregoing.

"SPV Parties" shall mean the Borrowers, HoldCo 1 and HoldCo 2.

"SPV Party Change of Control" shall mean the occurrence of any of the following:

(1) the failure of Frontier to directly own 50.1% of the Equity Interests in HoldCo 1 (excluding any special share(s) issued to Walkers Fiduciary Limited);

(2) the failure of HoldCo 1 to directly own 100% of the Equity Interests in HoldCo 2 (excluding any special share(s) issued to Walkers Fiduciary Limited); or

(3) the failure of HoldCo 2 to directly own 100% of the Equity Interests in the Borrowers (excluding any special share(s) issued to Walkers Fiduciary Limited).

"SPV Provisions" shall mean the definitions and articles specified in the definition of "Prohibited Resolutions" in the Specified Organization Documents of each SPV Party.

"Stated Maturity" means, with respect to any installment of interest or principal on the Loans, the date on which the payment of interest or principal was scheduled to be paid under this Agreement as of the Closing Date, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any Person:

(1) any corporation, company, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any

contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person (or a combination thereof); and

(2) any partnership, joint venture or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"Supported QFC" shall have the meaning set forth in Section 10.21.

"Swap Contract" shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a **"Master Agreement"**), including any such obligations or liabilities under any Master Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, duties, assessments, fees, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term SOFR" means the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **"Periodic Term SOFR Determination Day"**) that is [***] U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of [***] on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR

Administrator so long as such first preceding U.S. Government Securities Business Day is not more than [***] U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; *provided* that if Term SOFR as so determined shall ever be less than 0.00% per annum, then Term SOFR shall be deemed to be 0.00% per annum.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Termination Date” shall mean the earlier to occur of (a) the Maturity Date and (b) the date of acceleration of the Loans in accordance with the terms hereof.

“Third Party Processor” means a third-party provider or other third party that accesses, collects, stores, transmits, transfers, processes, discloses or uses Personal Data on behalf of a Borrower.

“Threshold Amount” shall have the meaning set forth in Section 2.12(b).

“Title 14” shall mean Title 14 of the U.S. Code of Federal Regulations, including Part 93, Subparts K and S thereof, as amended from time to time or any successor or recodified regulation.

“Title 49” shall mean Title 49 of the United States Code, which, among other things, recodified and replaced the U.S. Federal Aviation Act of 1958, and the rules and regulations promulgated pursuant thereto, and any subsequent legislation that amends, supplements or supersedes such provisions.

“Total DSCR” means, with respect to any proposed incurrence or issuance of Senior Secured Debt or Junior Lien Debt on any date of determination, the ratio obtained by dividing (i) the sum of (x) the aggregate amount of Collections deposited to the Collection Accounts during the most recently completed Quarterly Reporting Period and (y) Cure Amounts deposited in the Collection Account on or prior to such Payment Date (and which remain on deposit in the Collection Account on such Payment Date) by (ii) the aggregate amount of interest and any Commitment Fees that will accrue on the Senior Secured Debt and the Junior Lien Debt for a three-month period, determined based on the outstanding amount of the Senior Secured Debt and the Junior Lien Debt as of such date of determination and the amount Senior Secured Debt and Junior Lien Debt to be issued or incurred, which calculation will be determined by Frontier in good faith and certified to the Administrative Agent.

“Trade Secrets” means all confidential and proprietary information, including trade secrets (as defined under the Uniform Trade Secrets Act or the federal Defend Trade Secrets Act of 2016) and proprietary know-how, which may include all inventions (whether or not patentable), invention disclosures, methods, processes, designs, algorithms, source code,

customer lists and data (including Frontier Miles Customer Data), databases, compilations, collections of data, practices, processes, specifications, test procedures, flow diagrams, research and development, and formulas.

“Transaction Documents” means the Loan Documents, the IP Agreements, the Frontier Intercompany Note, the Material Frontier Miles Agreements, the Deeds of Undertaking, the Administration Agreements, the Barclays Co-Branded Consent and the Specified Organization Documents.

“Transaction Revenues” means, with respect to any period and without duplication, (a) the Frontier Miles Transaction Revenues during such period, (b) the IP License Transaction Revenues during such period and (c) all revenues from the Discount Den Program (and upon the GoWild! Contribution, GoWild!). For the avoidance of doubt, (i) amounts deposited into the Collection Accounts to pre-fund the Required Deposit Amount and (ii) Cure Amounts shall not constitute Transaction Revenues.

“Transactions” shall mean the execution, delivery and performance by the Loan Parties of this Agreement and the other Transaction Documents to which they may be a party, the creation of the Liens in the Collateral in favor of the Collateral Agent, in each case for the benefit of the Senior Secured Parties, the borrowing of Loans and the use of the proceeds thereof.

“U.S. Special Resolution Regimes” shall have the meaning set forth in Section 10.21.

“U.S. Tax Compliance Certificate” shall have the meaning set forth in Section 2.16(f).

“UCC” means the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

“UK Financial Institution” shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” shall mean the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“United States Citizen” shall have the meaning set forth in Section 3.02.

“Unused Commitment” shall mean, at any time, (a) the total Commitments less (b) the then-outstanding Loans.

“Voting Stock” of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(x) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(y) the then outstanding principal amount of such Indebtedness; *provided* that for purposes of determining the Weighted Average Life to Maturity of any Indebtedness that is being modified, refinanced, refunded, renewed, replaced or extended, the effects of any prepayments or amortization made on such Indebtedness prior to the date of the applicable modification, refinancing, refunding, renewal, replacement or extension shall be disregarded; provided in the case of any revolving indebtedness, the Weighted Average Life to Maturity shall equal the number of years until the scheduled final maturity of such indebtedness.

“Withholding Agent” shall mean each Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers” shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that Person or any other Person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02 **Terms Generally**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented,

extended, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein), (b) any reference herein to any Person shall be construed to include such Person's permitted successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless expressly provided otherwise, (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, (f) "knowledge" or "aware" or words of similar import shall mean, when used in reference to the Borrowers or the Guarantors, the actual knowledge of any Responsible Officer and (g) the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including". In the case of any cure or waiver under the Loan Documents, the Borrowers, the applicable Loan Parties, the Lenders and the Agents shall be restored to their former positions and rights hereunder and under the other Loan Documents, and any Default or Event of Default cured or waived pursuant to the Loan Documents shall be deemed to be cured and not continuing, it being understood that no such cure or waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 1.03 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; *provided* that, if Frontier notifies the Administrative Agent that Frontier requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies Frontier that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Upon any such request for an amendment, Frontier, the Required Lenders and the Administrative Agent agree to consider in good faith any such amendment in order to amend the provisions of this Agreement so as to reflect equitably such accounting changes so that the criteria for evaluating Frontier's consolidated financial condition shall be the same after such accounting changes as if such accounting changes had not occurred.

Section 1.04 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

Section 1.05 Rounding. Any financial ratios required to be maintained by the Borrowers pursuant to this Agreement (or required to be satisfied in order for a specific action to be permitted under this Agreement) shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number.

Section 1.06 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to organizational or constitutional documents, agreements (including the Loan Documents), and other contractual requirements shall be deemed to include all subsequent amendments, restatements, amendment and restatements, extensions, supplements, modifications, restructurings, replacements, refinancings, renewals, or increases (in each case, where applicable, whether pursuant to one or more agreements or with different lenders or agents and whether provided under the original credit agreement or one or more other credit agreements, indentures, financing agreements or otherwise, including any agreement extending the maturity thereof, otherwise restructuring all or any portion of the Indebtedness thereunder, increasing the amount loaned or issued thereunder, altering the maturity thereof or providing for other Indebtedness), but only to the extent that such amendments, restatements, amendment, and restatements, extensions, supplements, modifications, replacements, restructurings, refinancings, renewals, or increases are not prohibited by any Loan Document; (b) references to any Requirement of Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting such Requirement of Law; and (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all of the functions thereof.

Section 1.07 Exchange Rate.

(a) For purposes of the Administrative Agent making any such currency conversion, such conversion shall be made by the Administrative Agent at the spot rate given to the Administrative Agent by its associated treasury department at the time of effecting the transfers indicated in the relevant transfer instruction. The Administrative Agent may rely conclusively on the determination of the spot rate provided to it and the Administrative Agent shall not be liable for any losses, shortfalls or expenses associated with the determination of such rate or conversion and delivery of such amounts on behalf of the Borrowers of such amounts, except to the extent any such losses or expenses arise from the fraud, willful misconduct or gross negligence of the Administrative Agent as determined in a final non-appealable judgment of a court of competent jurisdiction. It is understood and agreed that any foreign exchange transaction effected by the Administrative Agent may be entered with the bank serving as Administrative Agent or its affiliates acting as principal or otherwise through customary banking channels. The Administrative Agent shall be entitled at all times to comply with any legal or regulatory requirements applicable to currency or foreign exchange transactions. It is acknowledged and agreed that the bank serving as Administrative Agent, or any affiliates of the Administrative Agent involved in any such foreign exchange transactions may make a margin or banking income from foreign exchange transactions entered into pursuant to this section for which they shall not be required to account to the Borrowers.

(b) For purposes of determining the Debt Service Coverage Ratio, the amount of Indebtedness shall reflect the currency translation effects, determined in accordance with GAAP, of Hedging Obligations permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar equivalent of such Indebtedness.

(c) Notwithstanding the foregoing, for purposes of determining compliance with Section 6 or the definitions of “Permitted Dispositions” “Permitted Investments” and “Permitted Liens” (and, in each case, other definitions used therein) with respect to the amount of any Indebtedness, Lien, disposition, Investment, Restricted Payment or other applicable transaction in a currency other than Dollars, no Default or Event of Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Lien is incurred or such disposition, Investment, Restricted Payment or other applicable transaction is made (so long as such Indebtedness, Lien, disposition, Investment, Restricted Payment or other applicable transaction at the time incurred or made was permitted hereunder). No Default or Event of Default shall arise as a result of any limitation or threshold set forth in Dollars in Section 7 being exceeded solely as a result of changes in currency exchange rates from those rates applicable on the last day of the fiscal quarter immediately preceding the fiscal quarter in which such determination occurs or in respect of which such determination is being made.

(d) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrowers’ prior written consent to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency.

Section 1.08 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.09 Timing of Payment or Performance. Except as otherwise expressly provided herein, when the payment of any obligation or the performance of any covenant, duty, or obligation is stated to be due or performance required on (or before) a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

Section 1.10 Certifications. All certifications to be made hereunder by a Responsible Officer or representative of a Loan Party shall be made by such a Person in his or her capacity solely as a Responsible Officer or a representative of such Loan Party, on such Loan Party’s behalf and not in such Person’s individual capacity.

Section 1.11 Compliance with Certain Sections. For purposes of determining compliance with Section 6, in the event that any Lien, Investment, Indebtedness (whether at the time of incurrence or upon application of all or a portion of the proceeds thereof), Disposition, Restricted Payment, Affiliate Transaction, contractual requirement, or prepayment of Indebtedness meets the criteria of one, or more than one, of the “baskets” or categories of

transactions then permitted pursuant to any clause or subsection of Section 6, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses at the time of such transaction or any later time from time to time, in each case, as determined by the Borrowers in their sole discretion at such time and thereafter may be reclassified by the Borrowers in any manner not expressly prohibited by this Agreement. With respect to (x) any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that do not require compliance with a financial ratio or test substantially concurrently with (y) any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that require compliance with a financial ratio or test, it is understood and agreed that the amounts in clause (x) shall be disregarded in the calculation of the financial ratio or test applicable to the amounts in clause (y).

Section 1.12 Rates. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to the continuation of, administration of, submission of, calculation of or any other matter related to the Alternate Base Rate, the Term SOFR Reference Rate or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 2.

AMOUNT AND TERMS OF CREDIT

Section 2.01 Commitments of the Lenders: Loans.

(a) *Commitments*. Each Lender severally, and not jointly with the other Lenders, agrees, upon the terms and subject to the conditions herein set forth, to make revolving loans denominated in Dollars (each a "**Loan**" and collectively, the "**Loans**") to the Borrowers at any time and from time to time during the Availability Period and on a Borrowing Date in an aggregate outstanding principal amount not to exceed the Commitment of such Lender, which Loans may be repaid and reborrowed in accordance with the provisions of this Agreement. Each Lender's Commitment for Loans shall terminate immediately and without further action on the Termination Date.

(b) *Type of Borrowing.* Each Lender at its option may make any Loan by causing any domestic or foreign branch, or Affiliate of, such Lender to make such Loan; *provided* that any exercise of such option shall not affect the joint and several obligations of the Borrowers to repay such Loan in accordance with the terms of this Agreement.

Section 2.02 [Reserved].

Section 2.03 Requests for Loans.

(a) Unless otherwise agreed to by the Administrative Agent in connection with making the Loans, to request a Loan, the Borrowers shall notify the Administrative Agent of such request in a written Loan Request signed by the Borrowers (A) in the case of a SOFR Loan, not later than [***] before the proposed Borrowing Date and (B) in the case of an ABR Loan, not later than [***] before the proposed Borrowing Date. Each such Loan request shall be irrevocable. Each such Loan Request shall specify the following information:

- (i) the aggregate amount of the requested Loan (which shall comply with Section 2.01);
- (ii) specify the proposed Borrowing Date;
- (iii) whether such Loan is to be an ABR Loan or a SOFR Loan; and
- (iv) in the case of a SOFR Loan, the initial Interest Period to be applicable thereto shall be a period contemplated by the definition of the term "Interest Period".

If no election as to the Type of Loan is specified, then the requested Loan shall be an ABR Loan.

(b) Promptly following receipt of a Loan Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Loan.

Section 2.04 Funding of Loans. Upon satisfaction or waiver of the conditions precedent specified in Section 4.02 herein, each Lender shall make each Loan to be made by it hereunder on the applicable Borrowing Date by wire transfer of immediately available funds by 12:00 p.m., or such earlier time as may be reasonably practicable, to the account of the Administrative Agent most recently designated by the Administrative Agent for such purpose by notice to the Lenders. Upon satisfaction or waiver of the conditions precedent specified in Section 4.02 herein, the Administrative Agent will make the proceeds of the Loans available to the Borrowers, on behalf of the Borrowers, by promptly crediting such proceeds so received, in like funds, to the Collection Account.

Section 2.05 Co-Borrowers.

(a) Joint and Several Liability. All Obligations of the Borrowers under this Agreement and the other Loan Documents shall be joint and several Obligations of the

Borrowers, each as principal. Anything contained in this Agreement and the other Loan Documents to the contrary notwithstanding, the Obligations of each Borrower hereunder, solely to the extent that such Borrower did not receive proceeds of Loans from any borrowing hereunder, shall be limited to a maximum aggregate amount equal to the largest amount that would not render its Obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under §548 of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to the Obligations of such Borrower (collectively, the "**Fraudulent Transfer Laws**"), in each case after giving effect to all other liabilities of such Borrower, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Borrower in respect of intercompany Indebtedness to any other Loan Party or Affiliates of any other Loan Party to the extent that such Indebtedness would be discharged in an amount equal to the amount paid by such Loan Party hereunder) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of such Borrower pursuant to (i) applicable law or (ii) any agreement providing for an equitable allocation among such Borrower and other Affiliates of any Loan Party of Obligations arising under guarantees by such parties.

(b) Subrogation. Until the Obligations shall have been paid in full in cash and the Commitments have been terminated, each Borrower shall withhold exercise of any right of subrogation, contribution or any other right to enforce any remedy which it now has or may hereafter have against the other Borrowers or any other guarantor of the Obligations. Each Borrower further agrees that, to the extent the waiver of its rights of subrogation, contribution and remedies as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any such rights such Borrower may have against the other Borrower, any collateral or security or any such other Loan Party, shall be junior and subordinate to any rights the Agents or the Lenders may have against the other Borrower, any such collateral or security, and any such other Loan Party.

(c) Obligations Absolute. Each Borrower hereby waives, for the benefit of the Senior Secured Parties: (1) any right to require any Senior Secured Parties, as a condition of payment or performance by such Borrower, to (i) proceed against any other Borrower or any other Person, (ii) proceed against or exhaust any security held from any other Borrower, any Guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of any Secured Party in favor of any other Borrower or any other Person, or (iv) pursue any other remedy in the power of any Secured Party whatsoever; (2) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of any other Borrower including any defense based on or arising out of the lack of validity or the unenforceability of the Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of any other Borrower from any cause other than payment in full of the Obligations; (3) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (4) any defense based upon any Secured Party's errors or omissions in the administration of the Obligations, except behavior which amounts to gross negligence or willful misconduct; (5) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Borrower's obligations hereunder, (ii) the benefit of any statute of limitations affecting such

Borrower's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments, recharacterization and counterclaims, and (iv) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto; (6) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Obligations or any agreement related thereto, notices of any extension of credit to such Borrower and any right to consent to any thereof; (7) any defense based upon any rescission, waiver, compromise, acceleration, amendment or modification of any of the terms or provisions of any of the Loan Documents and (8) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

The obligations of the Borrowers hereunder shall not, to the extent permitted by applicable law, be affected by (i) the failure of the Administrative Agent, the Collateral Agent or a Lender to assert any claim or demand or to enforce any right or remedy against any other Loan Party under the provisions of this Agreement or any other Loan Document or otherwise; (ii) any extension or renewal of any provision hereof or thereof; (iii) any rescission, waiver, compromise, acceleration, amendment or modification of any of the terms or provisions of any of the Loan Documents; (iv) the release, exchange, waiver or foreclosure of any security held by the Collateral Agent for the Obligations or any of them; (v) the failure of the Administrative Agent or a Lender to exercise any right or remedy against any other Loan Party; or (vi) the release or substitution of any Collateral or any other Loan Party.

To the extent permitted by applicable law, each Borrower hereby waives any defense that it might have based on a failure to remain informed of the financial condition of the other Borrower and of any other Loan Party and any circumstances affecting the ability of the Borrowers to perform under this Agreement.

Each Borrower further agrees that its obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent, any Lender or any other Secured Party upon the bankruptcy or reorganization of the other Borrower or any Guarantor, or otherwise.

Section 2.06 Alternate Rate of Interest Subject to Section 2.09, in the event, and on each occasion, that on the date that is [***] prior to the commencement of any Interest Period for a SOFR Loan, the Administrative Agent shall have reasonably determined (which determination shall be conclusive and binding upon the Borrower absent manifest error) that reasonable means do not exist for ascertaining the applicable Term SOFR, the Administrative Agent shall, promptly thereafter, give written or facsimile notice of such determination to the Borrower and the Lenders and, until the circumstances giving rise to such notice no longer exist, (i) the Borrower may revoke any request for a Borrowing of SOFR Loans and, failing that, any request by the Borrower for a Borrowing of SOFR Loans hereunder (including pursuant to a refinancing with SOFR Loans and including any request to continue, or to convert to SOFR Loans) shall be

deemed a request for a Borrowing of ABR Loans and (ii) any outstanding SOFR Loans hereunder shall be converted to ABR Loans at the end of the then current Interest Period.

Section 2.07 Interest on Loans.

(a) Subject to the provisions of Sections 2.08 and 2.09, each Loan shall bear interest (computed using the Day Count Fraction) at a rate per annum equal, during each Interest Period applicable thereto, to Term SOFR for such Interest Period *plus* the Applicable Margin *plus* the Special Interest Rate at such time (or, if the Alternate Base Rate shall apply instead of the Term SOFR pursuant to Section 2.09, the Alternate Base Rate *plus* the Applicable Margin *plus* the Special Interest Rate at such time.).

(b) Accrued interest on all Loans shall be payable in arrears on each Payment Date, on the Termination Date and thereafter on written demand and upon any repayment or prepayment thereof (on the amount repaid or prepaid).

Section 2.08 Default Interest. If any Borrower or any Guarantor, as the case may be, shall default in the payment of the principal of or interest on any Loan or in the payment of any other amount due hereunder, whether at stated maturity, by acceleration or otherwise, the Borrowers or such Guarantor, as the case may be, shall on written demand of the Administrative Agent from time to time pay interest, to the extent permitted by law, on all overdue amounts up to (but not including) the date of actual payment (after as well as before judgment) at a rate per annum (computed using the Day Count Fraction) equal to (a) with respect to the principal amount of any Loan, the rate then applicable for such Borrowings plus 2.0%, and (b) in the case of all other amounts, the Alternate Base Rate plus 2.0%.

Section 2.09 Benchmark Replacement Setting

(a) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after [***] after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is based upon Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(b) In connection with the implementation of a Benchmark Replacement, the Administrative Agent (or with respect to any Non-SOFR Benchmark Replacement, the Administrative Agent with the consent of the Borrowers) will have the right to make Benchmark Replacement Conforming Changes from time to time and, subject to the parenthetical above but notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.09 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.09.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is no longer representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Upon Frontier's or the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, (a) Frontier or the Borrowers may revoke any request for a Borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to

ABR Loans and (b) all calculations of interest by reference to the Term SOFR Reference Rate hereunder shall instead be made by reference to the Alternate Base Rate.

(f) The Borrowers and the Administrative Agent will cooperate to effect any adoption of a new or replacement Benchmark (and any other modification of the terms of the Loan Documents) as contemplated by this Section 2.09 in a manner that does not result in a deemed exchange of any indebtedness issued in connection with this Agreement pursuant to Section 1001 of the Code.

Section 2.10 Repayment of Loans; Evidence of Debt

(a) The Loans, together with all other Obligations (other than contingent obligations not due and owing) shall, in any event, be paid in full in cash no later than the Termination Date and each Lender's Commitment for Loans shall terminate immediately and without further action on the Termination Date.

(b) Subject to Section 7.01, on each Payment Date on which no Event of Default has occurred and is continuing, Available Funds in the Payment Account as of such Payment Date (based upon instructions in the Payment Date Statement furnished to it on the related Determination Date by the Borrowers) shall be distributed by the Collateral Agent in the following order of priority:

(i) *first*, (x) the Loans' Pro Rata Share of the amount of Cayman Islands government fees then due and owing, *then* (y) ratably to (i) the Depositary, the Loans' Pro Rata Share of the amount of Fees, costs, expenses, reimbursements and indemnification amounts due and payable to such Person on such Payment Date pursuant to the terms of the Loan Documents (which amounts shall be paid from Available Funds and from any amounts transferred to the Payment Account with respect to such Payment Date specifically to pay such amounts so long as Citibank, N.A. shall be serving as the Depositary), (ii) the Collateral Agent, the Loans' Pro Rata Share of the amount of fees, costs, expenses, reimbursements and indemnification amounts due and payable to such Person on such Payment Date pursuant to the terms of the Loan Documents, and (iii) the Administrative Agent, the Loans' Pro Rata Share of the amount of Fees, costs, expenses, reimbursements and indemnification amounts due and payable on such Payment Date to the Administrative Agent pursuant to the terms of the Loan Documents, provided that the amounts distributed pursuant to this clause (y) shall not exceed \$100,000 in the aggregate per Payment Date and *then* (z) ratably, the Loans' Pro Rata Share of the amount of fees, expenses and other amounts due and owing to any Independent Director of any SPV Party (and any independent director service provider of any such Independent Director) or any Administrator, in the case of each of clause (x), (y) and (z), to the extent not otherwise paid or provided for or to the extent such Persons have agreed with the Borrowers for payment at a later date;

(ii) *second*, to the Administrative Agent, on behalf of the Lenders, an amount equal to the Interest Distribution Amounts for all Classes of Loans with respect to such Payment Date *minus* the amount of interest paid by the Borrowers on the Loans after the immediately preceding Payment Date and prior to such Payment Date;

(iii) *third*, on the Termination Date only, to the Administrative Agent, on behalf of the Lenders, in an amount equal to the outstanding principal amount of the Loans;

(iv) *fourth*, to the Reserve Account to the extent the amount on deposit in the Reserve Account is less than the Reserve Account Required Balance for the immediately succeeding Payment Date, the amount of such shortfall;

(v) *fifth*, to the extent not already paid, to the Administrative Agent, on behalf of the Lenders, as a reduction in the outstanding principal balance of the Loans, (i) the amount of any outstanding mandatory prepayments required pursuant to Section 2.12 to be applied in accordance with the terms thereof and (ii) any ECF Prepayment pursuant to Section 5.21;

(vi) *sixth*, [Reserved];

(vii) *seventh*, [Reserved];

(viii) *eighth*, to pay ratably to (x) the Collateral Agent and Depositary (which amounts shall be paid from Available Funds and from any amounts transferred to the Payment Account with respect to such Payment Date specifically to pay such amounts so long as Citibank, N.A. shall be serving as the Collateral Agent and Depositary), and (y) to the Administrative Agent, any additional Obligations due and payable to such Person on such Payment Date, in each case to the extent not otherwise paid or provided for or to the extent such Persons have agreed with the Borrowers for payment at a later date;

(ix) *ninth*, if a Cash Trap Period was in effect as of the last day of the Related Quarterly Reporting Period and a Cash Trap Cure has not occurred on or prior to such Payment Date, then to the ECF Account, an amount equal to the Required Excess Cash Flow for such Payment Date (*provided* that, in the event of a breach of Section 6.09 with respect to GoWild!, or breach of the obligation to contribute GoWild! as Collateral pursuant to Section 10.23, all such amounts remaining shall be applied to repay the Loans); and

(x) *tenth*, all remaining amounts shall be released to or at the direction of the Borrowers, which may be distributed directly or indirectly to Frontier without any restriction.

For the avoidance of doubt, to the extent Available Funds with respect to any Payment Date are insufficient to pay amounts due hereunder to the Agents, Lenders or any other Person on such Payment Date, the Borrowers and, to the extent provided in Section 9.01 hereof, the Guarantors, are fully obligated to timely pay such amounts to the Agents, Lenders or other Persons.

For the avoidance of doubt, so long as no mandatory prepayment is due and owing or Cash Trap Period has occurred and is continuing, amounts on deposit in the Payment Account that are in excess of the Required Deposit Amount required for the next Payment Date (as reasonably estimated by the Borrower) will be permitted to be withdrawn from the Payment Account on any Business Day (whether or not such business day is a Payment Date) and released to or at the direction of the applicable Borrower (and may be distributed directly or indirectly to Frontier without any restriction).

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof, which in all circumstances shall be consistent with the Register maintained pursuant to Section 10.02(c). The Borrowers shall have the right, upon reasonable notice, to request information regarding the accounts referred to in the preceding sentence.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section 2.10 shall be prima facie evidence (absent manifest error) of the existence and amounts of the obligations recorded therein; *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the Borrowers shall promptly execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns in a form furnished by the Administrative Agent and reasonably acceptable to the Borrowers. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.02) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

Section 2.11 Optional Termination or Reduction of Commitments. Upon at least one (1) Business Day revocable prior written notice to the Administrative Agent, the Borrower may at any time in whole permanently terminate all or a portion of the Commitment (subject to

compliance with Section 2.10(a)). Each such reduction of the Commitment shall be in the principal amount not less than \$1,000,000 and in an integral multiple of \$1,000,000. Simultaneously with each reduction or termination of the Commitment, the Borrowers shall pay to the Administrative Agent for the account of each Lender the Commitment Fee accrued and unpaid on the amount of the Commitment of such Lender so terminated or reduced through the date thereof. Any reduction of the Commitment pursuant to this Section 2.11 shall be applied to reduce the Commitments of each Lender on a pro rata basis.

Section 2.12 Mandatory Prepayment of Loans. The Borrowers will prepay the Loans and the Commitments of each Lender shall be subject to automatic reduction on a *pro rata* basis, as follows:

(a) Within [***] of the Borrowers or any other SPV Party receiving any Net Proceeds from the issuance or incurrence of any Indebtedness of the Borrowers or any other SPV Party (other than with respect to any Indebtedness permitted to be incurred pursuant to Section 6.02), the Borrowers shall prepay the Loans and the Commitments shall be automatically reduced in an aggregate amount equal to the Loans' Pro Rata Share of such Net Proceeds.

(b) No later than [***] following the date of receipt by Parent or any of its Subsidiaries of any Net Proceeds in respect of any Recovery Event (in each case, in respect of Collateral) which Net Proceeds, together with the aggregate amount of Net Proceeds previously received from Recovery Events since the later of (x) the date that is 36 months prior to the date of such Recovery Event and (y) the Closing Date, are in excess of \$20,000,000 (the "**Threshold Amount**", and all such Net Proceeds in excess of the Threshold Amount, "**Excess Proceeds**"), the Borrowers shall (i) give written notice to the Administrative Agent of such Recovery Event and (ii) prepay the Loans in an aggregate amount equal to the Loans' Pro Rata Share of such Excess Proceeds (other than any such Excess Proceeds withheld for reinvestment pursuant to the proviso in this clause (b)) no later than the [***] following the date of receipt of such Net Proceeds; *provided that* (1) so long as no Event of Default shall have occurred and be continuing at the time of receipt of such Excess Proceeds, the Borrowers shall have the option to (x) invest such Excess Proceeds within 365 days of receipt thereof in Qualified Replacement Assets (or, if a binding commitment for any such investment has been entered into within such 365-day period, within 180 days after the end of such 365-day period) or (y) repair, replace or restore the assets which are the subject of such Recovery Event; and (2) within [***] of the end of such permitted reinvestment period (or earlier if the Borrowers so elect), the Borrowers shall prepay the Loans and the Commitments shall be automatically reduced in an aggregate amount equal to the Loans' Pro Rata Share of the aggregate amount of such Excess Proceeds not used in accordance with the preceding subclause (1). Any Lender may elect, by notice to the Administrative Agent at least [***] prior to the prepayment date, to decline all (but not less than all) of the prepayment of any Class of its Loans pursuant to this Section 2.12(b), in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans but was so declined shall be retained by the Borrowers (or Parent, Frontier or such other applicable Subsidiary of Parent).

(c) No later than [***] following the date of receipt by Parent or any of its Subsidiaries of any Net Proceeds in respect of (x) any Collateral Sale of Frontier Miles Intellectual Property or Brand Intellectual Property (other than with respect to any Permitted

Disposition) or (y) any other Collateral Sale (other than with respect to any Permitted Pre-paid Miles Purchase or Permitted Disposition) which Net Proceeds, together with the aggregate amount of Net Proceeds previously received from Collateral Sales (other than with respect to any Permitted Pre-paid Miles Purchases or Permitted Dispositions) during the fiscal year in which such date occurs, are in excess of \$10,000,000 (the “**CS Threshold Amount**”, and all such Net Proceeds in excess of the CS Threshold Amount, together with all Net Proceeds of any Collateral Sale of Frontier Miles Intellectual Property or Brand Intellectual Property (other than with respect to any Permitted Pre-paid Miles Purchase or Permitted Disposition), collectively, “**CS Excess Proceeds**”), the Borrowers shall prepay the Loans in an aggregate amount equal to Loans’ Pro Rata Share of such CS Excess Proceeds no later than the [***] following the date of receipt of such CS Excess Proceeds, *provided* that (1) so long as no Event of Default shall have occurred and be continuing at the time of receipt of such CS Excess Proceeds, the Borrowers shall have the option to (x) invest such CS Excess Proceeds within 365 days of receipt thereof in Qualified Replacement Assets (or, if a binding commitment for any such investment has been entered into within such 365-day period, within 180 days after the end of such 365-day period) or (y) repair, replace or restore the assets which are the subject of such Collateral Sale; and (2) within [***] of the end of such permitted reinvestment period (or earlier if the Borrowers so elect), the Borrowers shall prepay the Loans and the Commitments shall be automatically reduced in an aggregate amount equal to the Loans’ Pro Rata Share of the aggregate amount of such CS Excess Proceeds not used in accordance with the preceding subclause (1). Any Lender may elect, by notice to the Administrative Agent at least two Business Days prior to the prepayment date, to decline all (but not less than all) of the prepayment of any Class of its Loans pursuant to this Section 2.12(c), in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans but was so declined shall be retained by the Borrowers (or Parent, Frontier or such other applicable Subsidiary of Parent).

(d) Within [***] of Parent or any of its Subsidiaries receiving any Net Proceeds as a result of any Contingent Payment Event which Net Proceeds, together with the aggregate amount of Net Proceeds previously received from Contingent Payment Events since the Closing Date, are in excess of \$50,000,000 (and all such Net Proceeds in excess of such threshold amount, “**Excess CPE Proceeds**”), the Borrowers shall prepay the Loans and the Commitments shall be automatically reduced in an aggregate amount equal to the Loans’ Pro Rata Share of such Excess CPE Proceeds. Any Lender may elect, by notice to the Administrative Agent at least two Business Days prior to the prepayment date, to decline all (but not less than all) of the prepayment of any Class of its Loans pursuant to this Section 2.12(d), in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans but was so declined shall be retained by the Borrowers (or Parent, Frontier or such other applicable Subsidiary of Parent).

(e) Within [***] of Parent or any of its Subsidiaries receiving any Net Proceeds of a Pre-paid Miles Purchase which Net Proceeds, together with the aggregate amount of Net Proceeds previously received from Pre-paid Miles Purchases in any fiscal year, are in excess of the lesser of (i) the maximum amount for such year of the pre-paid miles facility available under the Barclays Co-Branded Credit Card Agreement and (ii) \$200,000,000 (all such Net Proceeds in excess of such threshold, “**Excess Miles Proceeds**”), the Borrowers shall prepay the Loans and the Commitments shall be automatically reduced in an aggregate amount equal to

the Loans' Pro Rata Share of such Excess Miles Proceeds; provided that the Borrowers shall not be required to make such prepayment so long as the aggregate amount of Net Proceeds received from Pre-Paid Miles Purchases in any fiscal year is less than the Excess Miles Proceeds.

(f) Within [***] following the occurrence of a Parent Change of Control, the Borrowers shall prepay all of each Lender's Loans at a purchase price in cash equal to [***] of the aggregate principal amount of the Loans prepaid. Any Lender may elect, by notice to the Administrative Agent at least [***] prior to the prepayment date, to decline all (but not less than all) of the prepayment of any Class of its Loans pursuant to this Section 2.12(f).

(g) Amounts required to be applied to the prepayment of Loans pursuant to Sections 2.12(a) through (f) shall be applied to prepay the Loans. To the extent that such amounts are not applied on a Payment Date pursuant to Section 2.10(b), the Borrowers shall provide the Administrative Agent (with a copy to the Collateral Agent) with payment instructions setting forth the applicable amounts and payees in respect thereof. All prepayments under Section 2.12 shall be accompanied by accrued but unpaid interest on the principal amount being prepaid to (but not including) the date of prepayment, plus any Fees (if any) included in, and any losses, costs and expenses, as more fully described in Section 2.15. Loans prepaid pursuant to Section 2.12 may not be reborrowed. To the extent that any amounts required to be applied as a prepayment pursuant to this Section 2.12 are on deposit in the Collection Account on any Allocation Date on which an Event of Default is not continuing, the portion of such amount allocated to the Loans pursuant to the Collateral Agency and Accounts Agreement shall be applied as Available Funds on the related Payment Date pursuant to Section 2.10(b).

(h) Notwithstanding the foregoing, to the extent that the prepayment of Loans pursuant to Section 2.12(b) through (e) arises as a result of Net Proceeds generated by a Subsidiary of Parent (other than an SPV Party) that is not organized in the United States (or a Subsidiary of Parent that is organized in the United States but that is a Subsidiary of an entity (other than an SPV Party) that is not organized in the United States) and the Borrowers reasonably determine (in consultation with the Administrative Agent) that actions reasonably required to use such Net Proceeds to effect a prepayment of Loans pursuant to such sections of this Section 2.12 would result in material and adverse Tax consequences to Parent or its Affiliates, then the relevant amounts shall be entitled to be retained by Parent or the applicable Affiliate of Parent and such amounts shall not be required to be used to effect a prepayment of the Loans pursuant to this Section 2.12.

Section 2.13 Optional Prepayment of Loans.

(a) The Borrowers shall have the right, at any time and from time to time, to prepay any Loans, in whole or in part, upon delivery of a written notice of prepayment, substantially in the form of Exhibit J, by facsimile or electronic mail to the Administrative Agent, received by 1:00 p.m., on the date that is three (3) Business Days prior to the proposed date of prepayment; *provided* that each such partial prepayment, if any, shall be in an amount not less than \$1,000,000 and in integral multiples of \$1,000,000 in excess thereof.

(b) Any prepayments under Section 2.13 shall be applied to prepay the Loans. To the extent that such amounts are not applied on a Payment Date pursuant to Section 2.10(b), the Borrowers shall provide the Administrative Agent (with a copy to the Collateral Agent) with payment instructions setting forth the applicable amounts and payees in respect thereof. All prepayments under Section 2.13 shall be accompanied by accrued but unpaid interest on the principal amount being prepaid to (but not including) the date of prepayment, plus any Fees (if any), and any losses, costs and expenses, as more fully described in Sections 2.15 hereof.

(c) Each notice of prepayment shall specify the prepayment date, the principal amount of the Loans to be prepaid and shall commit the Borrowers to prepay such Loan in the amount and on the date stated therein; *provided* that the Borrowers may revoke any notice of prepayment under this Section 2.13 if such prepayment would have resulted from a refinancing of any or all of the Obligations hereunder or the occurrence of another event or condition and such refinancing or event or condition shall not be consummated or shall otherwise be delayed. The Administrative Agent shall, promptly after receiving notice from the Borrowers hereunder, notify each Lender of the principal amount of the Loans held by such Lender which are to be prepaid, the prepayment date and the manner of application of the prepayment.

Section 2.14 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement subject to Section 2.14(c)); or

(ii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or SOFR Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting into, continuing or maintaining any SOFR Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder with respect to any SOFR Loan (whether of principal, interest or otherwise), then, upon the request of such Lender, the Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) If any Lender reasonably determines in good faith that any Change in Law affecting such Lender or such Lender's holding company regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the SOFR Loan made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to such Lender such

additional amount or amounts, in each case as documented by such Lender to the Borrowers as will compensate such Lender or such Lender's holding company for any such reduction suffered; it being understood that this Section 2.14 shall not apply to provide any indemnity or other compensation in respect of (A) Indemnified Taxes, (B) Excluded Taxes described in clause (a) (i) or (b) through (d) of the definition thereof or (C) Connection Income Taxes.

(c) Solely to the extent arising from a Change in Law, the Borrowers shall pay to each Lender (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurodollar funds or deposits, additional interest on the unpaid principal amount of each SOFR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of manifest error) and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Loan Commitments or the funding of the SOFR Loan, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Loan Commitment or SOFR Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such Loan, *provided* that the Borrowers shall have received at least fifteen (15) days' prior written notice (with a copy to the Administrative Agent, and which notice shall specify the statutory reserve rate, if any, applicable to such Lender) of such additional interest or cost from such Lender. If a Lender fails to give written notice fifteen (15) days prior to the relevant Payment Date, such additional interest or cost shall be due and payable fifteen (15) days from receipt of such notice.

(d) A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 2.14 and the basis for calculating such amount or amounts shall be delivered to the Borrowers and shall be *prima facie* evidence of the amount due (absent manifest error). The Borrowers shall pay such Lender the amount due within fifteen (15) days after receipt of such certificate.

(e) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.14 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrowers shall not be required to compensate a Lender pursuant to this Section 2.14 for any increased costs or reductions incurred more than one hundred eighty (180) days prior to the date that such Lender notifies the Borrowers of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided further* that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the one hundred eighty (180) day period referred to above shall be extended to include the period of retroactive effect thereof. The protection of this Section 2.14 shall be available to each Lender regardless of any possible contention as to the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

(f) The Borrowers shall not be required to make payments under this Section 2.14 to any Lender if (A) a claim hereunder arises solely through circumstances peculiar to such Lender and which do not affect commercial banks in the jurisdiction of organization of such Lender generally, (B) the claim arises out of a voluntary relocation by such Lender of its applicable lending office (it being understood that any such relocation effected pursuant to Section 2.18 is not “voluntary”), or (C) such Lender is not seeking similar compensation for such costs to which it is entitled from its borrowers generally in commercial loans of a similar size.

(g) Notwithstanding anything herein to the contrary, regulations, requests, rules, guidelines or directives implemented after the Closing Date pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III shall be deemed to be a Change in Law; *provided* that any determination by a Lender of amounts owed pursuant to this Section 2.14 to such Lender due to any such Change in Law shall be made in good faith in a manner generally consistent with such Lender’s standard practice.

Section 2.15 Break Funding Payments. In the event of (a) the payment of any principal of any SOFR Loan other than on a Payment Date (including as a result of the occurrence and continuance of an Event of Default), (b) the failure to borrow or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto (other than with respect to a conditional notice that is revoked in accordance with the terms of this Agreement), or (c) the assignment of any SOFR Loan other than on a Payment Date as a result of a request by the Borrowers pursuant to Section 2.18 or Section 10.08(d), then, in any such event, at the request of such Lender, the Borrowers shall compensate such Lender for the loss, cost and expense sustained by such Lender attributable to such event; *provided* that in no case shall this Section 2.15 apply to any payment pursuant to Section 2.10(b). Such loss, cost or expense to any Lender shall be deemed to include an amount reasonably determined in good faith by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the applicable rate of interest for such Loan (excluding, however the Applicable Margin included therein, if any), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest (as reasonably determined by such Lender) which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts (and the basis for requesting such amount or amounts) that such Lender is entitled to receive pursuant to this Section 2.15 shall be delivered to the Borrowers and shall be *prima facie* evidence of the amount due (absent manifest error). The Borrowers shall pay such Lender the amount due within fifteen (15) days after receipt of such certificate.

Section 2.16 Taxes.

(a) Any and all payments by or on account of any Obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any applicable

law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Lender or Agent receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) In addition (and without duplication of any payments with respect to Other Taxes pursuant to Section 2.16(a)), the Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Without duplication of amounts payable pursuant to Section 2.16(a) or 2.16(b), the Borrowers shall, jointly and severally, indemnify each Lender or Agent, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such person or required to be withheld or deducted from a payment to such person and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. After an Agent or a Lender, as the case may be, learns of the imposition of any Indemnified Taxes, such party will act in good faith to notify the Borrowers promptly of its obligation thereunder. A certificate as to the amount of such payment or liability delivered to the Borrowers by a Lender, by the Administrative Agent on its own behalf or on behalf of a Lender, or by the Collateral Agent on its own behalf, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Taxes by the Borrowers to a Governmental Authority pursuant to this Section 2.16, the Borrowers shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment to the extent available, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Lender shall, within [***] after written demand therefor, indemnify the Administrative Agent, the Collateral Agent (to the extent the Administrative Agent, the Collateral Agent has not been reimbursed by the Borrowers) for the full amount of any Taxes imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, the Collateral Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent, the Collateral Agent, respectively in good faith. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent, the Collateral Agent, as applicable, shall be conclusive absent manifest error.

(f)

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Administrative Agent as will enable the Borrowers or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (f)(ii)(1), (ii)(2) and (ii)(4) of this Section) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(1) any Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(2) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), whichever of the following is applicable

(A) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(B) executed copies of IRS Form W-8ECI;

(C) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of either Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a “controlled foreign corporation” related to either Borrower as described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(D) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(3) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Administrative Agent to determine the withholding or deduction required to be made;

(4) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (4), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Each of the Administrative Agent and the Collateral Agent shall provide the Borrowers on or prior to the date on which such Agent becomes a party under this Agreement with two (2) properly completed and duly executed copies of Internal Revenue Service Form W-9 certifying that it is exempt from U.S. federal backup withholding, with the effect that, in either case, the Borrowers will be legally entitled to make payments hereunder to the Agent without withholding or deduction on account of U.S. federal withholding Tax, and the Agent hereby certifies that it will handle U.S. withholding tax collection (if any required) with respect to payments to the Lenders and shall update such forms periodically upon the reasonable request of the Borrowers.

(i) Each person required to provide Tax forms pursuant to this Section 2.16 agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Administrative Agent in writing of its legal inability to do so. For the avoidance of doubt, the term "applicable law" for purposes of this Section 2.16 includes FATCA.

Section 2.17 Payments Generally; Pro Rata Treatment

(a) The Borrowers shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.14 or 2.15, or otherwise) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the reasonable discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 388 Greenwich Street, New York New York 10013, pursuant to wire instructions to be provided by

the Administrative Agent, except that payments pursuant to Section 10.04 shall be made directly by the Borrowers to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. All payments hereunder shall be made in U.S. Dollars.

(b) [Reserved].

(c) Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(d) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04, 8.04, 8.07 or 10.04(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(e) Pro Rata Treatment.

(i) Each payment by the Borrowers in respect of the Loans shall be applied to the amounts of such obligations owing to the Lenders pro rata according to the respective amounts then due and owing to the Lenders.

(ii) Each payment (including each prepayment) by the Borrowers on account of principal of and interest on the Loans shall be made to the applicable Class or Classes of Loans pro rata according to the respective outstanding principal amounts of the Loans then held by the Lenders.

(f) If all or any part of any payment by or on behalf of the Administrative Agent to any Lender or other Secured Party is determined by the Administrative Agent to have been made in error, whether known to the recipient or not, or if such Lender or other Secured Party is not otherwise entitled to receive such payment under the provisions of this Agreement at such time and in such amount from the Administrative Agent as determined by the Administrative Agent (any such payment, an "**Erroneous Payment**"), then the relevant Lender or other Secured Party shall repay to the Administrative Agent forthwith on demand an amount equal to such Erroneous Payment made to such Lender or other Secured Party with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds

Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Lender that fails to return such amounts to the Administrative Agent within one (1) Business Day after receipt of such notice shall be a Defaulting Lender for all purposes under this Agreement. Each Lender and other Secured Party hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or other Secured Party under this Agreement or any other Loan Document against any amount in respect of an Erroneous Payment due from such Lender or other Secured Party, respectively, to the Administrative Agent. Any determination by the Administrative Agent that all or a portion of any payment was an Erroneous Payment shall be conclusive absent manifest error. Each Lender and other Secured Party irrevocably waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Payment.

Section 2.18 Mitigation Obligations: Replacement of Lenders

(a) If the Borrowers are required to pay any additional amount or indemnification payment to any Lender under Section 2.14 or to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder, to assign its rights and obligations hereunder to another of its offices, branches or affiliates, to file any certificate or document reasonably requested by the Borrowers or to take other reasonable measures, if, in the judgment of such Lender, such designation, assignment, filing or other measures (i) would eliminate or reduce amounts payable pursuant to Section 2.14 or 2.16, as the case may be, and (ii) would not subject such Lender to any unreimbursed cost or expense (other than immaterial costs and expenses) and would not otherwise be materially disadvantageous to such Lender. The Borrowers hereby, jointly and severally, agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. Nothing in this Section 2.18 shall affect or postpone any of the obligations of any Borrower or the rights of any Lender pursuant to Section 2.14 or 2.16.

(b) If, after the date hereof, any Lender requests compensation under Section 2.14 or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.16, or if any Lender becomes a Defaulting Lender, Non-Extending Lender or Non-Consenting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, (i) prepay such Lender's outstanding Loans (on a non-pro rata basis), or (ii) require such Lender to assign, without recourse (in accordance with and subject to the restrictions contained in Section 10.02), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), in any case as of a Business Day specified in such notice from the Borrowers; *provided* that (i) such terminated or assigning Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts due, owing and payable to it hereunder at the time of such termination or assignment, from the assignee (to the extent of such outstanding principal and accrued interest and fees in the case of an assignment) or the Borrowers (in the case of all other amounts) and (ii) in the case of an assignment due to payments required to be made

pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments.

Section 2.19 Certain Fees. The Borrowers shall, jointly and severally, pay to (i) the Administrative Agent, the fees to which it is respectively entitled as set forth in the Administrative Agent Fee Letter, dated as of September 26, 2024, among the Administrative Agent and the Borrowers (the “**Agent Fee Letter**”), and (ii) to the Collateral Agent the fees set forth in the fee proposal, dated as of September 26, 2024 (the “**Collateral Agent Fee Letter**” and together with the Agent Fee Letter, the “**Fee Letter**”), among the Collateral Agent and the Borrowers, in each case at the times set forth therein. Other than the amounts to be paid on the Closing Date, all amounts due and owing pursuant to the Fee Letter shall be subject to the payment priorities set forth in Section 2.10(b).

Section 2.20 Commitment Fee. The Borrowers shall pay to the Administrative Agent for the accounts of the Lenders a commitment fee (the “**Commitment Fees**”) during the Availability Period, computed (on the basis of the actual number of days elapsed over a year of 360 days) at the Commitment Fee Rate on the average daily Unused Commitment. Such Commitment Fee, to the extent then accrued, shall be payable quarterly in arrears (a) on each Payment Date, (b) on the Termination Date with respect to the applicable Commitments, and (c) as provided in Section 2.11 hereof, upon any reduction or termination in whole or in part of the Commitment.

Section 2.21 [Reserved].

Section 2.22 Nature of Fees. Except as otherwise specified in the Fee Letter or the Collateral Agent Fee Letter, as applicable, all Fees shall be paid on the dates due, in immediately available funds, (a) to the Administrative Agent, as provided herein and in the Fee Letter or (b) to the Collateral Agent, as applicable, as provided in the Collateral Agent Fee Letter, as applicable. Once paid, none of the Fees shall be refundable under any circumstances.

Section 2.23 Right of Set-Off. Upon the occurrence and during the continuance of any Event of Default pursuant to Section 7.01(b), the Administrative Agent, the Collateral Agent and each Lender (and their respective banking Affiliates) are hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final but excluding the Escrow Accounts) at any time held and other indebtedness at any time owing by the Administrative Agent, the Collateral Agent and each Lender (or any of such banking Affiliates) to or for the credit or the account of any Loan Party against any and all of any such overdue amounts owing to such Person under the Loan Documents, irrespective of whether or not the Administrative Agent, the Collateral Agent or such Lender shall have made any demand under any Loan Document; *provided* that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off will be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.26(d) and, pending such payment, will be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender will provide

promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender, the Collateral Agent and the Administrative Agent agree promptly to notify the Loan Parties after any such set-off and application made by such Lender, the Collateral Agent or the Administrative Agent (or any of such banking Affiliates), as the case may be, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender, the Collateral Agent and the Administrative Agent under this Section 2.23 are in addition to other rights and remedies which such Lender, the Administrative Agent and the Collateral Agent may have upon the occurrence and during the continuance of any Event of Default.

Section 2.24 Debt Service Coverage Cure. To the extent that Collections received in the Collection Account with respect to any Quarterly Reporting Period are insufficient to satisfy the Debt Service Coverage Ratio Test for such Quarterly Reporting Period (the "**Shortfall Period**"), at any time prior to the related Determination Date the Borrowers may deposit, or cause to be deposited into the Collection Account, funds in an amount necessary to satisfy the Debt Service Coverage Ratio Test for such Shortfall Period (determined as if such deposited funds constitute Collections attributable to such Shortfall Period); *provided* that (x) deposits made pursuant to this Section 2.24 shall not occur more than five (5) times in the aggregate since the Closing Date and no more than two (2) times in any 12 month period, (y) any such amounts received in the Collection Account on or prior to the applicable Determination Date in accordance with this Section 2.24 will be treated as Collections for the Shortfall Period for purposes of the Debt Service Coverage Ratio Test (the "**DSCR Cure**") and all other purposes and (z) amounts deposited in the Collection Account after such Determination Date shall be treated as Collections for the Quarterly Reporting Period in which such funds were deposited and shall not be included in the Debt Service Coverage Ratio Test for the Shortfall Period (amounts deposited pursuant to this paragraph being, "**Cure Amounts**").

Section 2.25 Payment of Obligations. Subject to the provisions of Section 7.01, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents of the Loan Parties, the Lenders shall be entitled to immediate payment of such Obligations.

Section 2.26 Defaulting Lenders.

(a) If at any time any Lender becomes a Defaulting Lender, then the Borrowers may replace such Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.02(b) (with the assignment fee to be waived in such instance and subject to any consents required by such Section) all of its rights and obligations under this Agreement to one or more assignees; *provided* that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender.

(b) Any Lender being replaced pursuant to Section 2.26(a) shall (i) execute and deliver to the Administrative Agent, an Assignment and Acceptance with respect to such Lender's outstanding Loan Commitments and Loans, and (ii) deliver any documentation evidencing such Loans to the Borrowers or the Administrative Agent. Pursuant to such

Assignment and Acceptance, (A) the assignee Lender shall acquire all or a portion, as specified by the Borrowers and such assignee, of the assigning Lender's outstanding Commitments and Loans, (B) all obligations of the Borrowers owing to the assigning Lender relating to the Commitments and Loans so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such Assignment and Acceptance (including, without limitation, any amounts owed under Section 2.15 due to such replacement occurring on a day other than a Payment Date), and (C) upon such payment and, if so requested by the assignee Lender, delivery to the assignee Lender of the appropriate documentation executed by the Borrowers, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Commitments and Loans, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender; *provided* that an assignment contemplated by this Section 2.26(b) shall become effective notwithstanding the failure by the Lender being replaced to deliver the Assignment and Acceptance contemplated by this Section 2.26(b), so long as the other actions specified in this Section 2.26(b) shall have been taken.

(c) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law, such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders" and Section 10.08.

(d) Any amount paid by the Borrowers or otherwise received by the Administrative Agent for the account of a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity payments or other amounts) will not be paid or distributed to such Defaulting Lender, but shall instead be retained by the Administrative Agent in a segregated account until (subject to Section 2.26(f)) the termination of the Commitments and payment in full of all obligations of the Borrowers hereunder and will be applied by the Collateral Agent, to the fullest extent permitted by law, to the making of payments from time to time in the following order of priority:

first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent;

second, to the payment of the Default Interest and then current interest due and payable to the Lenders which are Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such interest then due and payable to them,

third, to the payment of fees then due and payable to the Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such fees then due and payable to them,

fourth, to pay principal then due and payable to the Non-Defaulting Lenders hereunder ratably in accordance with the amounts thereof then due and payable to them,

fifth, to the ratable payment of other amounts then due and payable to the Non-Defaulting Lenders, and

sixth, after the termination of the Commitments and payment in full of all obligations of the Borrowers hereunder, to pay amounts owing under this Agreement to such Defaulting Lender or as a court of competent jurisdiction may otherwise direct.

(e) The Borrowers may terminate the Unused Commitment of any Lender that is a Defaulting Lender upon not less than [***] prior notice to the Administrative Agent (which shall promptly notify the Non-Defaulting Lenders thereof), and in such event the provisions of Section 2.26(d) will apply to all amounts thereafter paid by the Borrowers for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts), *provided* that (i) no Event of Default shall have occurred and be continuing and (ii) such termination shall not be deemed to be a waiver or release of any claim any Borrower, the Administrative Agent, or any Lender may have against such Defaulting Lender.

(f) If the Borrowers and the Administrative Agent agree in writing that a Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the Non-Defaulting Lenders, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any amounts then held in the segregated account referred to in Section 2.26(d)), such Lender shall purchase at par such portions of outstanding Loans of the other Lenders, and/or make such other adjustments, as the Administrative Agent may determine to be necessary to cause the Lenders to hold Loans on a pro rata basis in accordance with their ratable shares, whereupon such Lender shall cease to be a Defaulting Lender and will be a Non-Defaulting Lender; *provided* that no adjustments shall be made retroactively with respect to fees accrued while such Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender shall constitute a waiver or release of any claim of any party hereunder arising from such Lender having been a Defaulting Lender.

(g) Notwithstanding anything to the contrary herein, the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 8.05.

Section 2.27 Commitment Increase.

(a) Borrowers Request. The Borrowers may, by written notice to the Administrative Agent from time to time request, prior to the Termination Date, an increase to the Commitments; provided that after giving effect to such increase, the total Commitments shall not exceed \$500,000,000. Such notice shall specify (i) the date (each, an "**Increase Effective Date**") on which the Borrowers propose that the increased Commitments shall be effective, which shall be a date not less than [***] after the date on which such notice is delivered to the Administrative Agent and (ii) the identity of each Eligible Assignee to whom the Borrowers propose any portion of such increased Commitments be allocated (each, a "**Increase Lender**") and the amounts of such allocations; provided that any existing Lender approached to provide all

or a portion of the increased Commitments may elect or decline, in its sole discretion, to provide such increased Commitment.

(b) Conditions. The increased Commitments shall become effective, as of such Increase Effective Date provided that:

(i) each of the conditions set forth in Section 4.02 shall be satisfied on or prior to such Increase Effective Date;

(ii) no Event of Default shall have occurred and be continuing or would result from giving effect to the increased Commitments on such Increase Effective Date;

(iii) after giving *pro forma* effect to the increased Commitments to be made on such Increase Effective Date, the LTV Ratio shall not exceed the LTV Maximum Threshold; and

(iv) the Borrower shall deliver or cause to be delivered any legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(c) Terms of Loans and Commitments. The terms and provisions of Loans made pursuant to the increased Commitments shall be identical to the Loans. The increased Commitments shall be effected by a joinder agreement (the "**Increase Joinder**") executed by the Borrower, the Administrative Agent and each Lender making such increased Commitment, in form and substance satisfactory to each of them. The Increase Joinder may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.27. In addition, unless otherwise specifically provided herein, all references in the Loan Documents to Loans shall be deemed, unless the context otherwise requires, to include references to Loans made pursuant to any increased Commitments made pursuant to this Agreement.

(d) Adjustment of Loans. Each of the existing Lenders shall assign to each of the applicable Increase Lenders, and each of the Increase Lenders shall purchase from each of the existing Lenders, at the principal amount thereof (together with accrued interest), such interests in the Loans outstanding on such Increase Effective Date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Loans will be held by the existing Lenders and Increase Lenders ratably in accordance with their Commitments after giving effect to the increased Commitments on such Increase Effective Date. If there is a new Borrowing of Loans on such Increase Effective Date, the Lenders after giving effect to such Increase Effective Date shall make such Loans in accordance with Section 2.01(a). Any amounts owed under Section 2.15 due to a reallocation of SOFR Loans pursuant to this Section 2.27(d) occurring on a day other than the last day of an Interest Period applicable thereto shall be payable by the Borrower pursuant to Section 2.15.

(e) Equal and Ratable Benefit. The Loans and increased Commitments established pursuant to this Section 2.27 shall constitute Loans and Commitments under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents and shall, without limiting the foregoing, benefit equally and ratably from the security interests created by the Collateral Documents.

Section 2.28 Extension of Loans.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, a **"Extension Offer"**), made from time to time by the Borrowers to all Lenders holding Loans with like maturity date, on a pro rata basis (based on the aggregate Commitments with like maturity date) and on the same terms to each such Lender, the Borrowers are hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in any such Extension Offers to extend the scheduled maturity date with respect to all or a portion of any outstanding principal amount of such Lender's Loans and otherwise modify the terms of such Loans pursuant to the terms of the relevant Extension Offer (including, without limitation, by changing the interest rate or fees payable in respect of such Commitments) (each, an **"Extension"**, and each group of Loans, as so extended, as well as the original Loans not so extended, being a **"tranche of Loans"**, and subject to the last sentence of the definition of "Class" any Extended Loan shall constitute a separate tranche of Loans from the tranche of Loans from which they were converted), so long as the following terms are satisfied or waived:

(i) no Event of Default shall have occurred and be continuing at the time the offering document in respect of an Extension Offer is delivered to the applicable Lenders (the **"Extension Offer Date"**);

(ii) except as to interest rates, fees, scheduled amortization payments of principal and final maturity (which shall be as set forth in the relevant Extension Offer), the Loan of any Lender that agrees to an Extension with respect to such Loan extended pursuant to an Extension Amendment (an **"Extended Loan"**), shall be a Loan with the same terms as the original Loans; *provided* that (1) the permanent repayment of Extended Loans after the applicable Extension shall be made on a pro rata basis with all other Loans, except that the Borrowers shall be permitted to permanently repay any such tranche of Loans on a better than a pro rata basis as compared to any other tranche of Loans with a later maturity date than such tranche of Loans, (2) assignments and participations of Extended Loans shall be governed by the same assignment and participation provisions applicable to Loans and (3) at no time shall there be Loans hereunder (including Extended Loans and any original Loans) which have more than five different maturity dates;

(iii) all documentation in respect of such Extension shall be consistent with the foregoing;

(iv) the Borrowers may amend, revoke or replace an Extension Offer at any time prior to the date on which Lenders under the tranche of Loans are requested to respond to the offer; and

(v) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrowers.

For the avoidance of doubt, no Lender shall be obligated to accept any Extension Offer.

(b) [Reserved].

(c) With respect to all Extensions consummated by the Borrowers pursuant to this Section 2.28, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.12 or Section 2.13 and (ii) each Extension Offer shall specify the minimum amount of Loans to be tendered, which shall be a minimum amount reasonably approved by the Administrative Agent (a "**Minimum Extension Condition**"). The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.28 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Loans on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 2.12, 2.17 and 8.08) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.28.

(d) The consent of the Administrative Agent shall not be required to effectuate any Extension. No consent of any Lender shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Loans (or a portion thereof), as applicable. All Extended Loans and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents (each, an "**Extension Amendment**") with the Borrowers as may be necessary in order to establish new tranches or sub-tranches or Classes in respect of Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrowers in connection with the establishment of such new tranches or sub-tranches or Classes, in each case on terms consistent with this Section 2.28.

(e) In connection with any Extension, the Borrowers shall provide the Administrative Agent at least five (5) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.28.

SECTION 3.

REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders to make Loans hereunder, each Loan Party jointly and severally represents and warrants as follows:

Section 3.01 Organization and Authority. Each of the Loan Parties (a) is duly organized or incorporated, validly existing and in good standing (to the extent such concept is applicable in the applicable jurisdiction) under the laws of the jurisdiction of its organization or incorporation and is duly qualified and in good standing in each other jurisdiction in which the failure to so qualify would have a Material Adverse Effect and (b) has the requisite corporate or limited liability company power and authority under the laws of the jurisdiction of its organization or incorporation to effect the Transactions, to own or lease and operate its properties and to conduct its business as now or currently proposed to be conducted.

Section 3.02 Air Carrier Status. As of the date hereof, Frontier is an “air carrier” within the meaning of Section 40102 of Title 49 and holds a certificate under Section 41102 of Title 49. Frontier holds or co-holds an air carrier operating certificate issued pursuant to Chapter 447 of Title 49. Frontier is a “citizen of the United States” as defined in Section 40102(a)(15) of Title 49 and as that statutory provision has been interpreted by the DOT pursuant to its policies (a “**United States Citizen**”). Frontier possesses or co-possesses all necessary certificates, franchises, licenses, permits, rights, designations, authorizations, exemptions, concessions, frequencies and consents of any Governmental Authority which relate to the operation of the routes flown by it and the conduct of its business and operations as currently conducted except where failure to so possess would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.03 Due Execution. The execution, delivery and performance by each of the Loan Parties of each of the Transaction Documents to which it is a party:

(a) are within the respective corporate, company or limited liability company powers of such Loan Party, have been duly authorized by all necessary corporate, company or limited liability company action, including the consent of shareholders or members where required, and do not (i) contravene the charter, memorandum and articles of association, by-laws or limited liability company agreement (or equivalent documentation) of such Loan Party, (ii) violate any applicable law (including, without limitation, the Exchange Act) or regulation (including, without limitation, Regulations T, U or X of the Board), or any order or decree of any court or Governmental Authority, other than violations by a Loan Party which would not reasonably be expected to have a Material Adverse Effect, (iii) conflict with or result in a breach of, or constitute a default under, any material indenture, mortgage or deed of trust or any material lease, agreement or other instrument binding on a Loan Party or any of their properties, which, in the aggregate, would reasonably be expected to have a Material Adverse Effect or (iv) result in or require the creation or imposition of any Lien (other than Permitted Liens) upon any of the

property of any of the Loan Parties other than the Liens granted pursuant to this Agreement or the other Loan Documents; and

(b) do not require the consent, authorization by or approval of or notice to or filing or registration with any Governmental Authority or any other Person, other than (i) the filing of financing statements under the UCC, (ii) such as may be required in order to perfect and register the security interests and liens purported to be created by the Collateral Documents (including appropriate filings with the U.S. Patent and Trademark Office), (iii) approvals, consents and exemptions that have been obtained on or prior to the Closing Date and remain in full force and effect, (iv) consents, approvals and exemptions that the failure to obtain in the aggregate would not be reasonably expected to result in a Material Adverse Effect and (v) routine reporting obligations. Each Transaction Document to which a Loan Party is a party has been duly executed and delivered by such Loan Party. This Agreement and the other Transaction Documents to which any Loan Party is a party, when delivered hereunder or thereunder, will be a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 3.04 Statements Made.

(a) The written information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement (as modified or supplemented by other written information so furnished), together with the Annual Report on Form 10-K for 2023 of Parent filed with the SEC and all Quarterly Reports on Form 10-Q or Current Reports on Form 8-K that have been filed since December 31, 2023, by Parent with the SEC (as amended), taken as a whole as of the Closing Date did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein not materially misleading in light of the circumstances in which such information was provided; *provided that*, with respect to projections, estimates or other forward looking information the Loan Parties represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time that such forward-looking information was prepared.

(b) The Annual Report on Form 10-K of Parent most recently filed with the SEC, and each Quarterly Report on Form 10-Q and Current Report on Form 8-K of Parent filed with the SEC subsequently and prior to the date that this representation and warranty is being made, did not as of the date filed with the SEC (giving effect to any amendments thereof made prior to the date that this representation and warranty is being made) contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not materially misleading.

Section 3.05 Financial Statements: Material Adverse Change.

(a) The audited consolidated financial statements of Parent and its Subsidiaries for the fiscal year ended December 31, 2023, included in Parent's Annual Report on Form 10-K for 2023 filed with the SEC, present fairly, in all material respects, in accordance with GAAP, the financial condition, results of operations and cash flows of Parent and its Subsidiaries on a consolidated basis as of such date and for such period (except that any unaudited consolidated financial statements are subject to normal year-end audit adjustments and the absence of footnotes).

(b) Except as disclosed in Parent's Annual Report on Form 10 K for 2023 or any subsequent report filed by Parent on Form 10 Q or Form 8 K with the SEC, December 31, 2023, there has been no Material Adverse Change.

Section 3.06 Ownership of Subsidiaries. As of the Closing Date, other than as set forth on Schedule 3.06, (a) each of the Persons listed on Schedule 3.06 is a wholly owned, direct or indirect Subsidiary of Parent and (b) Parent owns no other Subsidiaries (other than Immaterial Subsidiaries), whether directly or indirectly.

Section 3.07 Liens. There are no Liens of any nature whatsoever on any Collateral except for Permitted Liens.

Section 3.08 Use of Proceeds. The proceeds of the Loans received on the Closing Date shall be used (a) to fund the Reserve Account, (b) to make the Frontier Intercompany Loan (the proceeds of which may be used by Frontier for any general corporate purposes or any other purpose, including repaying existing Indebtedness), and (c) to pay transaction costs, fees and expenses as contemplated hereby and as referred to in Section 2.19.

Section 3.09 Litigation and Compliance with Laws

(a) Except as disclosed in Parent's Annual Report on Form 10-K for 2023 or any subsequent report filed by Parent on Form 10-Q or Form 8-K with the SEC since December 31, 2023, there are no actions, suits, proceedings or investigations pending or, to the knowledge of the Loan Parties, threatened against any Loan Party or any of their respective properties (including any properties or assets that constitute Collateral under the terms of the Loan Documents), before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that (i) are likely to have a Material Adverse Effect or (ii) could reasonably be expected to affect the legality, validity, binding effect or enforceability of the Loan Documents, the IP Agreements or the Frontier Miles Agreements or, in any material respect, the rights and remedies of the Senior Secured Parties under the Loan Documents or in connection with the Transactions.

(b) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each Loan Party to its knowledge is currently in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and ownership of its property.

Section 3.10 [Reserved].

Section 3.11 [Reserved].

Section 3.12 Margin Regulations: Investment Company Act

(a) No Loan Party is engaged, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board, "**Margin Stock**"), or extending credit for the purpose of purchasing or carrying Margin Stock, and no proceeds of any Loans will be used to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock in violation of Regulation U.

(b) No Loan Party is, or immediately after the making of the Loans will be, or is required to be, registered as an "investment company" under the 40 Act.

Section 3.13 Beneficial Ownership Certification. As of the Closing Date, the information included in each Beneficial Ownership Certification, if any, is true and correct in all respects.

Section 3.14 Ownership of Collateral.

(a) Each Grantor has good title, leasehold, license or rights to use, all Collateral (other than Intellectual Property and data, which is addressed below in clause (b) and (c)) owned or purported to be owned by it that is material to the conduct of the business of such Grantor, in each case free and clear of all Liens other than Permitted Liens.

(b) Except for Intellectual Property and data that is not material, individually or in the aggregate, to the conduct of the business of the Brand IP Borrower or the Brand Intellectual Property, the Brand IP Borrower has good title to all Intellectual Property and data that is Collateral owned or purported to be owned by it, in each case free and clear of all Liens other than Permitted Liens, subject to the filing of assignments at the applicable intellectual property office for Intellectual Property contributed directly or indirectly to the Brand IP Borrower pursuant to the Contribution Agreements

(c) Except for Intellectual Property and data that is not material, individually or in the aggregate, to the conduct of the business of the Loyalty IP Borrower, the Frontier Miles Program or the Discount Den Program, the Loyalty IP Borrower has good title to all Intellectual Property and data that is Collateral owned or purported to be owned by it, in each case free and clear of all Liens other than Permitted Liens, subject to the filing of assignments at the applicable intellectual property office for Intellectual Property contributed directly or indirectly to the Loyalty IP Borrower pursuant to the Contribution Agreements.

Section 3.15 Perfected Security Interests. The Collateral Documents, taken as a whole, are effective to create in favor of the Collateral Agent, as applicable, for the benefit of the Senior Secured Parties, a legal, valid and enforceable security interest in all of the Collateral to the extent purported to be created thereby, subject as to enforceability to applicable bankruptcy,

insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. With respect to the Collateral as of the Closing Date, at such time as (a) financing statements in appropriate form are filed in the appropriate offices (and the appropriate fees are paid), (b) the execution of Account Control Agreements, and (c) the appropriate filings with the United States Patent and Trademark Office are made, the Collateral Agent, for the benefit of the Senior Secured Parties, shall have a first priority perfected security interest and/or mortgage (or comparable Lien) in all of such Collateral to the extent that the Liens on such Collateral may be perfected upon the filings, registrations or recordations or upon the taking of the actions described in clauses (a), (b) and (c) above, subject in each case only to Permitted Liens, and such security interest is entitled to the benefits, rights and protections afforded under the Collateral Documents applicable thereto (subject to the qualification set forth in the first sentence of this Section 3.15).

Section 3.16 Payment of Taxes. Each Loan Party has timely filed or caused to be filed all Tax returns and reports required to have been filed by it through the date hereof, except for such exceptions as would not individually or collectively result in a Material Adverse Effect, and has paid or caused to be paid when due all Taxes required to have been paid by it, except such Taxes as are being contested in good faith by appropriate proceedings or as would not, individually or collectively result in a Material Adverse Effect.

Section 3.17 Anti-Corruption Laws and Sanctions; Compliance with Anti-Money Laundering Laws

(a) None of the Loan Parties or any of their respective subsidiaries, nor, to the knowledge of any Loan Party, any director, officer, employee or agent acting on behalf of any Loan Party or any of their respective subsidiaries has materially violated in the past five years or is in material violation of (i) laws relating to the use of any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) laws relating to direct or indirect unlawful payments to any foreign or domestic government official or employee from corporate funds, (iii) the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder or (iv) laws relating to bribes, rebates, payoffs, influence payments, kickbacks or other unlawful payments. Each Loan Party has implemented compliance programs for purposes of (A) informing the appropriate officers and employees of such Loan Party and their respective subsidiaries of the Loan Parties' policies to reasonably ensure compliance with the laws described under (i) through (iv) above, and (B) requiring such officers and employees to report to the Loan Parties any knowledge they may have of violations of the Loan Parties' policies referred to above. No Loan Party will directly or indirectly use the proceeds of any Borrowing hereunder, or lend, contribute or otherwise make available such proceeds to any of its subsidiaries or joint venture partners or any other person or entity, for any purpose in breach of any laws described in clauses (i) through (iv) above.

(b) None of the Loan Parties or any of their respective subsidiaries or, to the knowledge of any Loan Party, any director, officer, agent, employee, affiliate or other person acting on behalf of any Loan Party or any of their respective subsidiaries is currently (i) the subject of any Sanctions or (ii) located, organized or resident in a country or territory that is the

subject of Sanctions (currently, as of the date of this Agreement, Crimea, the so-called Luhansk People's Republic, the so-called Donetsk People's Republic, Cuba, Iran, North Korea and Syria); and no Loan Party will directly or knowingly indirectly use the proceeds of any Borrowing hereunder, or lend, contribute or otherwise make available such proceeds to any of its subsidiaries or joint venture partners or any other person or entity, for the purpose of financing the activities of any person currently the subject of any Sanctions in a manner that would constitute or give rise to a violation of any Sanctions by any party hereto.

(c) The operations of each Loan Party and their respective subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act of 1970 (31 U.S.C. 5311 et seq.), as amended by Title III of the Patriot Act, and the applicable anti-money laundering statutes of jurisdictions where the Loan Parties and their respective subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Loan Party or any of their respective subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of any Loan Party, threatened; and no Loan Party will directly or knowingly indirectly use the proceeds of any Borrowing hereunder, or lend, contribute or otherwise make available such proceeds to any of its subsidiaries or joint venture partners or any other person or entity, for the purpose of financing the activities of any person in a manner that would constitute or give rise to a violation of any Anti-Money Laundering Laws by any party hereto.

Section 3.18 Schedule of the Frontier Miles Agreements. Schedule 3.18 sets forth the name of each Frontier Miles Agreement and each Material Frontier Miles Agreement as of the Closing Date. After giving effect to any agreements, licenses or sublicenses terminated or cancelled on the Closing Date, the Frontier Intercompany Note, the Deeds of Undertaking, the IP Management Agreements and the IP Agreements provided to the Administrative Agent prior to the Closing Date, no Loan Party is party to any material agreement, license or sublicense with any other Loan Party governing the Frontier Miles Program.

Section 3.19 Representations Regarding the Frontier Miles Agreements. With respect to each Frontier Miles Agreement as of the Closing Date and on the date that an agreement is designated as a "Frontier Miles Agreement" on Schedule 3.18 (solely in respect of such Frontier Miles Agreement) pursuant to Section 5.17(j):

(a) (i) each Loan Party that is a party to such Frontier Miles Agreement had full legal capacity to execute and deliver such Frontier Miles Agreement and (ii) (x) such Frontier Miles Agreement is in full force and effect and constitutes the legal, valid and binding obligation of the applicable Loan Party enforceable against such Loan Party in accordance with its terms, subject to usual and customary bankruptcy, insolvency and equity limitations and (y) such Frontier Miles Agreement is not subject to, or the subject of any assertions in respect of, any material litigation, dispute or offset of the applicable Loan Party or its Subsidiaries;

(b) to the knowledge of the Loan Parties, (i) no default by any party thereto exists and (ii) no party thereto is delinquent in payment of any other amounts required to be paid thereunder, in each case, that would reasonably be expected to result in a Material Adverse Effect;

(c) such Frontier Miles Agreement complies with, and will not violate, any applicable law except as would not reasonably be expected to result in a Material Adverse Effect;

(d) except as disclosed to the Administrative Agent, such Frontier Miles Agreements permit the Loan Parties to grant a security interest therein granted to the Collateral Agent pursuant to the Collateral Documents; and

(e) as of the Closing Date, the Collateral includes Frontier's rights to receive payments under Material Frontier Miles Agreements.

Section 3.20 Compliance with IP Agreements. Each Loan Party is in compliance in all material respects with the terms and conditions of each IP Agreement to which it is a party as of the Closing Date.

Section 3.21 Solvency. As of the Closing Date, immediately after giving effect to the Borrowings on the Closing Date and the payment of all costs and expenses in connection therewith, the Loan Parties (taken as a whole) are Solvent.

Section 3.22 Intellectual Property.

(a) Except as would not be reasonably expected to result in a Material Adverse Effect, Parent and its Subsidiaries have taken commercially reasonable measures to protect the confidentiality of the Frontier Miles Customer Data and all Trade Secrets of Frontier and its Subsidiaries included in the Frontier Miles Intellectual Property and the Brand Intellectual Property (and any material Trade Secrets owned by any Person to whom any Loan Party or any of its Subsidiaries has a confidentiality obligation with respect to the Frontier Miles Program), as determined in their commercially reasonable business judgment. No material portion of the Frontier Miles Customer Data, and no such material Trade Secrets have been disclosed by Parent or its Subsidiaries to any Person other than (i) pursuant to a written agreement restricting the disclosure and use thereof or (ii) Frontier Miles Customer Data disclosed to members in the ordinary course of operating the Frontier Miles Program or the Discount Den Program. Except as would not be reasonably expected to result in a Material Adverse Effect, no current or former employee, contractor or consultant of Parent or its Subsidiaries or their Affiliates has any right, title or interest in or to any Frontier Miles Intellectual Property or any Brand Intellectual Property. All Persons (including any current or former employees, contractors or consultants) who have developed, created, conceived or reduced to practice any material Frontier Miles Intellectual Property or Brand Intellectual Property for Parent or any of its Subsidiaries have assigned all right, title and interest in and to all such Frontier Miles Intellectual Property or Brand Intellectual Property pursuant to a valid and enforceable written contract or by operation of law.

(b) Following the contribution on the Closing Date of the Frontier Miles Intellectual Property by Frontier, directly or indirectly, to the Loyalty IP Borrower pursuant to the Contribution Agreements, Parent and each of its Subsidiaries (other than the Loyalty IP Borrower) would not be able to operate the Frontier Miles Program or the Discount Den Program in a manner materially consistent with the operation of the Frontier Miles Program or the Discount Den Program on the Closing Date, or any other similar airline loyalty program (other than a Permitted Acquisition Loyalty Program), without the rights granted to Frontier with respect to such Intellectual Property under the IP Licenses.

Section 3.23 Privacy and Data Security.

(a) Except as would not be reasonably expected to result in a Material Adverse Effect, each applicable Loan Party maintains commercially reasonable privacy and data security policies. Except as would not be reasonably expected to result in a Material Adverse Effect, during the five (5) year period preceding the date hereof, each applicable Loan Party and each of its Subsidiaries and each of its Third Party Processors have been and, as of the date hereof, is in compliance with (i) all applicable internal privacy policies and privacy policies contained on any websites maintained by or on behalf of each such Loan Party or such Subsidiary, and such policies are consistent with the actual practices of such entity, (ii) all applicable Data Protection Laws with respect to Personal Data, including Data Protection Laws anywhere in the United States, the Cayman Islands, the United Kingdom and the European Union and (iii) its contractual commitments and obligations regarding Personal Data.

(b) Except as would not be reasonably expected to result in a Material Adverse Effect, the consummation of the transactions contemplated by this Agreement will not cause any Loan Party to be in violation or breach of any policy of any Loan Party, law of the United States or European Union or contractual agreement to which any Loan Party is a party, in each case with respect to Personal Data.

SECTION 4.

CONDITIONS OF LENDING

Section 4.01 Conditions Precedent to Closing. This Agreement shall become effective on the date on which the following conditions precedent shall have been satisfied (or waived by the Lenders in accordance with Section 10.08 and by the Administrative Agent), subject in all respects to Section 4.03:

(a) *Supporting Documents.* The Administrative Agent shall have received with respect to the Loan Parties in form and substance reasonably satisfactory to the Administrative Agent:

(i) to the extent available in the applicable jurisdiction, (x) a certificate of the Secretary of State of the state of such entity's incorporation or formation (other than in respect of any entity incorporated in the Cayman Islands), dated as of a recent date, as to the good standing of that entity and (y) a certificate

of good standing issued by the registrar of companies dated as of a recent date in respect of each Loan Party incorporated, registered or formed in the Cayman Islands;

(ii) a certificate of the Secretary or an Assistant Secretary (or similar officer), of such entity dated the Closing Date and certifying (A) that attached thereto is a true and complete copy of the certificate of incorporation, registration or formation and the memorandum and articles of association, by-laws or limited liability company or other operating agreement (as the case may be) (or equivalent constitutional documents) of that entity as in effect on the date of such certification, (B) that attached thereto is a true and complete copy of resolutions adopted by the board of directors, board of managers or members (or similar managing body) of that entity authorizing the Borrowings hereunder, the execution, delivery and performance in accordance with their respective terms of this Agreement, the other Loan Documents and any other documents required or contemplated hereunder or thereunder, and the granting of the Liens contemplated hereby or the other Loan Documents (in each case to the extent applicable to such entity), (C) that the certificate of incorporation, registration or formation (or equivalent constitutional documents) of that entity has not been amended since the date of the last amendment thereto indicated on the certificate of the Secretary of State furnished pursuant to clause (i) above (if applicable), and (D) as to the incumbency and specimen signature of each officer of that entity executing this Agreement and the Loan Documents or any other document delivered by it in connection herewith or therewith (such certificate to contain a certification by another officer or similar authorized person of that entity as to the incumbency and signature of the officer signing the certificate referred to in this clause (ii)); and

(iii) an Officer's Certificate from the Borrowers certifying (A) as to the accuracy in all material respects of the representations and warranties of all of the Loan Parties set forth in the Loan Documents as though made on the Closing Date, except to the extent that any such representation or warranty relates to a specified date, in which case as of such date (provided that any representation or warranty that is qualified by materiality (it being understood that any representation or warranty that excludes circumstances that would not result in a "Material Adverse Change" or "Material Adverse Effect" shall not be considered (for purposes of this proviso) to be qualified by materiality) shall be true and correct in all respects as of the applicable date, immediately after giving effect to the Transactions) and (B) as to the absence of any Cash Trap Event or an Event of Default occurring and continuing on the Closing Date immediately after giving effect to the Transactions.

(b) *Loan Credit Agreement.* Each party hereto (including each Borrower and each Guarantor) shall have duly executed and delivered to the Administrative Agent this Agreement.

(c) *Security Agreements.* The Loan Parties shall have duly executed and delivered to the Administrative Agent the Security Agreement, the Frontier Security Agreement, each Cayman Share Mortgage in relation to shares in the Borrowers, HoldCo 1 and HoldCo 2, and each of the IP Security Agreements, in each case in form and substance reasonably acceptable to the Administrative Agent and all financing statements reasonably requested by the Administrative Agent, in form and substance reasonably acceptable to the Administrative Agent and required to grant an enforceable security interest in the applicable Collateral (subject to the terms hereof and of the other Loan Documents) in accordance with the UCC as enacted in all relevant jurisdictions, together with certificates, if any, representing the pledged Equity Interests accompanied by undated stock powers executed in blank to the extent required by the Security Agreement or the Frontier Security Agreement.

(d) *Collateral Agency and Accounts Agreement.* The Borrowers, the Collateral Agent and the Depositary shall have executed the Collateral Agency and Accounts Agreement.

(e) *Opinions of Counsel.* The Administrative Agent and the Collateral Agent shall have received each of the following, dated as of the Closing Date, and in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent:

(i) a customary written opinion of Latham & Watkins LLP, special New York counsel to the Loan Parties, including a true contribution opinion and a non-conflict with certain contractual obligations opinion;

(ii) a customary written opinion of in-house counsel to Frontier; and

(iii) a customary written opinion of Walkers (Cayman) LLP, special Cayman Islands counsel to the Senior Secured Parties and the Loan Parties, including as to non-consolidation of the Borrowers, HoldCo 1, HoldCo 2 and Frontier and a true contribution opinion.

(f) *Account Control Agreements.* The Administrative Agent shall have received a fully executed copy of the Account Control Agreement with respect to the Payment Account, the ECF Account and the Reserve Account.

(g) *Payment of Fees and Expenses.* The Borrowers shall have paid to the Agents and the Lenders the then unpaid balance of all accrued and unpaid Fees due, owing and payable under and pursuant to this Agreement, as referred to in Section 2.19, and all reasonable and documented out-of-pocket expenses of the Administrative Agent and the Collateral Agent and the Depositary (including reasonable attorneys' fees of Milbank LLP and Walkers (Cayman) LLP) for which invoices have been presented at least two (2) Business Days prior to the Closing Date.

(h) *Lien Searches.* The Administrative Agent shall have received copies of (UCC, tax and judgment lien searches, in each case as of a recent date that name Frontier, the Borrowers and the other SPV Parties (under their current and any previous names used within the

last five years) and in such offices and the states (or other jurisdictions) of formation of such Persons or in which the chief executive office of each such Person is located together with copies of the financing statements (or similar documents) disclosed by such search, in each case, accompanied by evidence reasonably satisfactory to the Administrative Agent that the Liens indicated in any such financing statement (or similar document) are in respect of a Permitted Lien.

(i) *Appraisal*. Frontier shall deliver an Appraisal of the value of the Collateral, and such Appraisal shall be determined as of a date no earlier than 60 days prior to the Closing Date.

(j) *Representations and Warranties*. All representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents executed and delivered on the date hereof or on the Closing Date shall be true and correct in all material respects on and as of the Closing Date, immediately after giving effect to the Transactions, as though made on and as of such date (except to the extent any such representation or warranty by its terms is made as of a different specified date, in which case as of such specified date); *provided* that any representation or warranty that is qualified by materiality (it being understood that any representation or warranty that excludes circumstances that would not result in a "Material Adverse Change" or "Material Adverse Effect" shall not be considered (for purposes of this proviso) to be qualified by materiality) shall be true and correct in all respects, as though made on and as of the applicable date, immediately after giving effect to the Transactions.

(k) *No Cash Trap Event or Event of Default*. Immediately after giving effect to the Transactions, no Cash Trap Event or Event of Default shall have occurred and be continuing on the Closing Date.

(l) *Patriot Act*. The Lenders shall have received at least three (3) days prior to the Closing Date all documentation and other information, including a Beneficial Ownership Certification, required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case that such Lenders shall have reasonably requested from any Loan Party in writing at least ten (10) days prior to the Closing Date.

(m) *Solvency Certificate*. The Administrative Agent shall have received a certificate of the chief financial officer or treasurer (or other comparable officer) of Frontier certifying that as of the Closing Date, immediately after giving effect to the Borrowings on the Closing Date, the Loan Parties (taken as a whole) are Solvent.

(n) *Direction of Payment*. Frontier shall provide confirmation that a Direction of Payment has been delivered to a sufficient number of counterparties under Frontier Miles Agreements to cause at least [***] of the Frontier Miles Program Revenues to be directly deposited into the Loyalty Collection Account.

(o) *Contribution Agreements*. Frontier shall provide copies of executed agreements evidencing the transfer to the Borrowers of (i) all of Frontier's, HoldCo 1's and

HoldCo 2's rights, title and interest in and to the Frontier Miles Intellectual Property and Brand Intellectual Property that it owns or purports to own (excluding the Specified Intellectual Property except as expressly provided in the Contribution Agreements), (ii) all of Frontier's, HoldCo 1's and HoldCo 2's rights to establish, create, organize, initiate, participate, operate, assist, benefit from, promote or otherwise be involved in or associated with, in any capacity, the Frontier Miles Program and the Discount Den Program, or any other customer loyalty miles program or any similar customer loyalty program (other than with respect to a Permitted Acquisition Loyalty Program), and (iii) all of the Assigned Frontier Miles Agreement Rights, in each case, pursuant to Contribution Agreements in form and substance reasonably satisfactory to the Administrative Agent.

(p) *Other Transaction Documents.* The Administrative Agent shall have received a copy of each other Transaction Document required to be delivered on the Closing Date duly executed and delivered by each of the parties thereto.

(q) *Bankruptcy Case.* No Bankruptcy Case shall have occurred and be continuing on the Closing Date.

(r) *No Going Concern Qualification.* The opinion of the independent public accountants (after giving effect to any reissuance or revision of such opinion) on the audited consolidated financial statements of Parent and its Subsidiaries for the fiscal year ended December 31, 2023, included in Parent's Annual Report on Form 10-K for 2023 filed with the SEC, shall not include a "going concern" qualification under GAAP.

The execution by each Lender of this Agreement shall be deemed to be confirmation by such Lender that any condition relating to such Lender's satisfaction or reasonable satisfaction with any documentation set forth in this Section 4.01 has been satisfied as to such Lender.

Section 4.02 Conditions Precedent to Each Loan. The obligation of the Lenders to make any Loans on a Borrowing Date is subject to the satisfaction (or waiver in accordance with Section 10.08) of the following conditions precedent:

(a) *Notice.* The Administrative Agent shall have received a Loan Request pursuant to Section 2.03 with respect to such Borrowing.

(b) *Representations and Warranties.* All representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents to which it is a party shall be true and correct in all material respects on and as of the Borrowing Date, immediately before and after giving effect to Borrowing of such Loan, as though made on and as of such date (except to the extent any such representation or warranty expressly relate to a specified date, in which case as of such specified date); *provided* that any representation or warranty that is qualified by materiality (it being understood that any representation or warranty that excludes circumstances that would not result in a "Material Adverse Change" or "Material Adverse Effect" shall not be considered (for purposes of this proviso) to be qualified by materiality) shall be true and correct in all respects, as though made on and as of the applicable date, immediately before and after giving effect to Borrowing of such Loan.

(c) *No Cash Trap Event or Event of Default*. Immediately before and after giving effect to the Borrowing of such Loan on a *pro forma* basis, no Cash Trap Event or Event of Default shall have occurred and be continuing on the date such Loan is made.

(d) *Financial Covenant*. Immediately before and after giving effect to the Borrowing of such Loan on a *pro forma* basis, no breach of the Financial Covenant shall have occurred and be continuing on such Borrowing Date.

(e) *Debt Service Coverage Ratio Test*. Immediately before and after giving effect to the Borrowing of such Loan on a *pro forma* basis, no breach of the Debt Service Coverage Ratio Test shall have occurred and be continuing on such Borrowing Date.

(f) *LTV Ratio*. Immediately before and after giving effect to the Borrowing of such Loan on a *pro forma* basis, the LTV Ratio shall not exceed [***].

(g) *Bankruptcy Case*. No Bankruptcy Case shall have occurred and be continuing on such Borrowing Date.

(h) *Officer's Certificate*. The Administrative Agent shall have received an Officer's Certificate from the Borrowers certifying as to the satisfaction of the conditions set forth in this Section 4.02.

(i) *Payment of Fees and Expenses*. The Borrowers shall have paid to the Agents and the Lenders the then unpaid balance of all accrued and unpaid Fees due, owing and payable under and pursuant to this Agreement, as referred to in Section 2.19 or Section 2.20, and all reasonable and documented out-of-pocket expenses of the Administrative Agent and the Collateral Agent and the Depositary (including reasonable attorneys' fees of Milbank LLP and Walkers (Cayman) LLP) for which invoices have been presented at least two (2) Business Days prior to the Closing Date, or the Borrowers shall have authorized that such fees and expenses be deducted from the proceeds of the Loans.

(j) *No Going Concern Qualification*. On the Borrowing Date, the opinion of the independent public accountants (after giving effect to any reissuance or revision of such opinion) on the most recent audited consolidated financial statements delivered by Parent pursuant to Section 5.01(a) shall not include a "going concern" qualification under GAAP as in effect on the date of this Agreement or, if there is a change in the relevant provisions of GAAP thereafter, any like qualification or exception under GAAP after giving effect to such change.

(k) *Required Deposit Amount*. The Required Deposit Amount for the next Payment Date shall have been deposited in the Collection Account assuming that the aggregate principal amount of such Loan (together with the outstanding principal balance of the other Loans) will remain outstanding on the next Payment Date.

The acceptance by the Borrowers of each extension of credit hereunder shall be deemed to be a representation and warranty by the Borrowers that the conditions specified in Section 4.02 have been satisfied at that time.

Section 4.03 Conditions Subsequent.

(a) Any assignment, pursuant to a Contribution Agreement, of Intellectual Property registered in the United States shall be filed in the applicable intellectual property office on or before the date that is thirty (30) days after the Closing Date (as extendable automatically for not more than thirty (30) days without further consent to the extent the Borrowers are diligently pursuing satisfaction of the terms hereof, but such completion has been delayed as a result of conditions (e.g., natural disaster), which are outside the control of the Borrowers); provided that such period may be extended to a later date as the Collateral Agent (acting at the direction of the Required Debtholders) may agree. Any assignment, pursuant to a Contribution Agreement, of Intellectual Property registered outside the United States shall be filed in the applicable intellectual property office on or before the date that is one hundred and eighty (180) days after the Closing Date (as extended automatically without further consent to the extent the Borrowers are diligently pursuing satisfaction of the terms hereof, but such completion has been delayed as a result of applicable law or other conditions (e.g., natural disaster), which are outside the control of the Borrowers); provided that such period may be extended to a later date as the Collateral Agent (acting at the direction of the Required Debtholders) may agree.

(b) On or before the date that is six (6) months after the Closing Date (or such later date as agreed by the Collateral Agent (acting at the direction of the Required Debtholders)), Frontier shall segregate, compile and host, and thereafter Frontier shall maintain, current and future Frontier Miles Customer Data in a database (the “**Frontier Miles Customer Database**”) separate from the database containing any data owned or purported to be owned, or later developed or acquired and owned or purported to be owned, by Parent or any of its Subsidiaries (other than the Frontier Miles Customer Data); provided that Frontier is not required to segregate or remove copies of Frontier Traveler Data contained in the Frontier Miles Customer Database but copies of any such Frontier Traveler Data contained in the Frontier Miles Customer Database shall be subject to the Lien granted under the Collateral Documents over the Frontier Miles Customer Database and Frontier shall not have access to the Frontier Miles Customer Database (including the copies of Frontier Traveler Data contained therein) upon the termination of the licenses granted under any IP License. The proviso in the immediately preceding sentence shall not restrict or limit Frontier’s rights with respect to Frontier Traveler Data maintained on any database that is not the Frontier Miles Customer Database. As between the parties, it is Frontier’s responsibility to maintain a separate version of the Frontier Traveler Data, but a failure by Frontier to do so shall not be deemed a breach of this Agreement. The Frontier Miles Customer Database shall be property of the Borrowers and subject to the Lien granted under the Collateral Documents.

SECTION 5.

AFFIRMATIVE COVENANTS

From the date hereof and for so long as the Commitments remain in effect, the principal of or interest on any Loan is owing (or any other amount that is due and unpaid on the first date

that none of the foregoing is in effect, outstanding or owing, respectively, is owing) to any Lender or the Administrative Agent hereunder:

Section 5.01 Financial Statements, Reports, Etc. The Borrowers shall deliver to the Administrative Agent on behalf of the Lenders:

(a) Within ninety (90) days after the end of each fiscal year (or such longer period as may be applicable under the rules and regulations of the SEC including any extension allowed by the SEC), Parent's consolidated balance sheet and related statement of income and cash flows, showing the financial condition of Parent and its Subsidiaries on a consolidated basis as of the close of such fiscal year and the results of their respective operations during such year, such consolidated financial statements of Parent to be audited for Parent by independent public accountants of recognized national standing and to be accompanied by an opinion of such accountants to the effect that such consolidated financial statements fairly present in all material respects the financial condition and results of operations of Parent and its Subsidiaries on a consolidated basis in accordance with GAAP; *provided* that the foregoing delivery requirement shall be satisfied if Parent shall have filed with the SEC its Annual Report on Form 10-K for such fiscal year, which is available to the public via EDGAR or any similar successor system;

(b) Within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year (or such longer period as may be applicable under the rules and regulations of the SEC), Parent's consolidated balance sheets and related statements of income and cash flows, showing the financial condition of Parent and its Subsidiaries on a consolidated basis as of the close of such fiscal quarter and the results of their operations during such fiscal quarter and the then-elapsed portion of the fiscal year, each certified by a Responsible Officer of Parent as fairly presenting in all material respects the financial condition and results of operations of Parent and its Subsidiaries on a consolidated basis in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes; *provided* that the foregoing delivery requirement shall be satisfied if Parent shall have filed with the SEC its Quarterly Report on Form 10-Q for such fiscal quarter, which is available to the public via EDGAR or any similar successor system;

(c) Within ninety (90) days after the end of the fiscal year, beginning with the fiscal year ending December 31, 2024, a certificate of a Responsible Officer of Frontier certifying that, to the knowledge of such Responsible Officer, no Cash Trap Event or Event of Default has occurred and is continuing, or, if, to the knowledge of such Responsible Officer, such an Cash Trap Event or Event of Default has occurred and is continuing, specifying the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto;

(d) On or prior to each Determination Date with respect to each Related Quarterly Reporting Period, an Officer's Certificate setting forth all calculations and statements demonstrating compliance with (i) Section 6.08 as of the last day of the Related Quarterly Reporting Period and (ii) the Debt Service Coverage Ratio Test as of the last day of the Related Quarterly Reporting Period;

(e) No later than each Determination Date with respect to each Related Quarterly Reporting Period, a certificate of a Responsible Officer of Frontier, (i) setting forth the name of each new Frontier Miles Agreement entered into as of such date and each of the parties thereto, (ii) updating Schedule 3.18 to the extent required to cause the Material Frontier Miles Agreements listed on Schedule 3.18 to, in the aggregate, represent at least 85% of Frontier Miles Transaction Revenues generated in the 12 month period preceding the date of delivery of such certificate, (iii) certifying compliance with deposit requirements with respect to such Frontier Miles Agreements and (iv) certifying that Transaction Revenues representing 85% of all Frontier Miles Program Revenues for such Quarterly Reporting Period were deposited directly into the Loyalty Collection Account;

(f) Promptly after the occurrence thereof, written notice of the termination of a Plan of Parent or an ERISA Affiliate pursuant to Section 4042 of ERISA to the extent such termination would constitute an Event of Default;

(g) So long as any Commitment or Loan is outstanding, promptly upon knowledge thereof by a Responsible Officer of a Borrower, notice in writing of any Default, Cash Trap Event or Event of Default and what action the Borrowers, Frontier, Parent and its Subsidiaries are taking or propose to take with respect thereto (with a copy to the Collateral Agent);

(h) Promptly after a Responsible Officer of Parent or a Borrower obtains knowledge thereof, written notice of the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting Parent or any of its Subsidiaries that would reasonably be expected to result in a Material Adverse Effect;

(i) Subject to any confidentiality restrictions under binding agreements or limitations imposed by applicable law, a notice (which will be posted on a password protected website to which the Administrative Agent will have access to such notice (or which will otherwise be delivered to the Administrative Agent, including, without limitation, by electronic mail)) with respect to the occurrence of: (i) any material amendment, restatement, supplement, waiver or other material modification to any Material Frontier Miles Agreement (with such notice posted or delivered, as applicable, by the next Determination Date after the effectiveness of such material amendment, restatement, supplement, waiver or other material modification) and (ii) any termination, cancellation or expiration of a Material Frontier Miles Agreement (with such notice posted or delivered, as applicable, as soon as reasonably practicable after such termination, cancellation or expiration); and

(j) On each Determination Date, deliver a Payment Date Statement to the Administrative Agent and the Collateral Agent. The Administrative Agent may, prior to the related Payment Date, provide notice to the Borrowers and the Collateral Agent of any information contained in the Payment Date Statement that the Administrative Agent believes to be incorrect. If the Administrative Agent provides such a notice, the Borrowers shall use their reasonable efforts to resolve the discrepancy and provide an updated Payment Date Statement on or prior to the related Payment Date. If the discrepancy is not resolved and a replacement

Payment Date Statement is not received by the Collateral Agent prior to the payment of Available Funds on the related Payment Date pursuant to Section 2.10(b), and it is later determined that the information identified by the Administrative Agent as incorrect was in fact incorrect and such error resulted in a party receiving a smaller distribution on the Payment Date than they would have received had there not been such an error, then the Borrowers shall indemnify such party for such shortfall. For the avoidance of doubt and, notwithstanding anything to the contrary herein or in any other Loan Document, the Collateral Agent and the Administrative Agent shall have no obligation to inquire into, investigate, verify or perform any calculations in connection with a Payment Date Statement or, in the case of the Collateral Agent, notice from the Administrative Agent in respect of the same; it being understood and agreed that the Administrative Agent and the Collateral Agent shall be entitled to conclusively rely, and shall not be liable for so relying, on the Payment Date Statement last received by it on or prior to each Payment Date and the Administrative Agent and the Collateral Agent shall have no obligation, responsibility or liability in connection with any indemnification payment of the Borrowers pursuant to the immediately preceding sentence.

Any certificate to be delivered under this Section 5.01 may, at any Borrower's option, be combined with any other certificate to be delivered under this Section 5.01 within the same time period.

In no event shall the Administrative Agent be entitled to inspect, receive and make copies of materials, (i) except in connection with any enforcement or exercise of remedies, (A) that constitute non-registered Frontier Miles Intellectual Property or Brand Intellectual Property, non-financial Trade Secrets (including the Frontier Miles Customer Data) or non-financial proprietary information, or (B) in respect of which disclosure to the Administrative Agent, the Collateral Agent or any Lender (or their respective representatives or contractors) is prohibited by law or any binding agreement (or would otherwise cause a breach or default thereunder) (including, but not limited to, copies of any Frontier Miles Agreements or any information thereof) or (ii) that are subject to attorney client or similar privilege or constitute attorney work product or constitute Excluded Intellectual Property or an Frontier Miles Agreement. The Borrowers agree to provide copies of any notices or any deliverables given or received under the Collateral Agency and Accounts Agreement to the Administrative Agent, including any notice or deliverable required to be provided to the Senior Secured Debt Representatives.

Subject to the next succeeding sentence, information delivered pursuant to this Section 5.01 to the Administrative Agent may be made available by the Administrative Agent to the Lenders by posting such information on the Debtdomain website on the Internet at <http://www.debtdomain.com>. Information required to be delivered pursuant to this Section 5.01 by any Loan Party shall be delivered pursuant to Section 10.01 hereto. Information required to be delivered pursuant to this Section 5.01 (to the extent not made available as set forth above) shall be deemed to have been delivered to the Administrative Agent on the date on which the Borrowers provide written notice to the Administrative Agent that such information has been posted on Frontier's general commercial website on the Internet (to the extent such information has been posted or is available as described in such notice), as such website may be specified by

the Borrowers to the Administrative Agent from time to time. Information required to be delivered pursuant to this Section 5.01 shall be in a format which is suitable for transmission.

Any notice or other communication delivered pursuant to this Section 5.01, or otherwise pursuant to this Agreement, shall be deemed to contain material non-public information unless (i) expressly marked by a Loan Party as "PUBLIC", (ii) such notice or communication consists of copies of any Loan Party's public filings with the SEC or (iii) such notice or communication has been posted on Frontier's general commercial website on the Internet, as such website may be specified by the Borrowers to the Administrative Agent from time to time.

Delivery of reports, information and documents to the Collateral Agent is for informational purposes only, and its receipt of such reports, information and documents shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including any Loan Party's or any other Person's compliance with any of its covenants under this Agreement or any other Loan Document. The Collateral Agent shall have no liability or responsibility for the content, filing or timeliness of any report or other information delivered, filed or posted under or in connection with this Agreement, the other Loan Documents or the transactions contemplated hereunder or thereunder. For the avoidance of doubt, the Collateral Agent shall have no duty to monitor or access any website of a Loan Party or any other Person referenced herein, shall not have any duty to monitor, determine or inquire as to compliance or performance by any Loan Party or any other Person of its obligations under this Section 5.01 or otherwise and the Collateral Agent shall not be responsible or liable for any Loan Party's or any other Person's non-performance or non-compliance with such obligations.

Section 5.02 Taxes. Each Loan Party shall pay, and shall cause each of its Subsidiaries to pay, all material taxes, assessments and governmental levies imposed or assessed on any of them or any of their assets before the same shall become more than 90 days delinquent, other than taxes, assessments and levies (i) being contested in good faith by appropriate proceedings or (ii) the failure to effect such payment of which are not reasonably be expected to have, individually or collectively, a Material Adverse Effect.

Section 5.03 [Reserved].

Section 5.04 Corporate Existence. Each Loan Party shall do or cause to be done all things reasonably necessary to preserve and keep in full force and effect:

(a) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational and/or constitutional documents (as the same may be amended from time to time) of such Loan Party or any such Subsidiary; and

(b) the rights (charter and statutory) and material franchises of each Loan Party and its Subsidiaries; *provided* that no Loan Party shall be required to preserve any such right or franchise, or the corporate, partnership or other existence of such Loan Party (other than an SPV Party) or any of its Subsidiaries (other than an SPV Party), if a Responsible Officer of

Frontier or Parent shall, in such officer's reasonable judgment, determine that the preservation thereof is no longer desirable in the conduct of the business of Parent and its Subsidiaries, taken as a whole, and that the loss thereof would not, individually or in the aggregate, have a Material Adverse Effect.

For the avoidance of doubt, this Section 5.04 shall not prohibit any actions permitted by Section 6.04 or Section 6.10(b).

Section 5.05 Compliance with Laws. Each Loan Party shall comply, and cause each of its Restricted Subsidiaries to comply, with all applicable laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where such noncompliance, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. Without limiting the foregoing, Frontier and Parent will maintain in effect policies and procedures intended to ensure compliance by such Parent Guarantors, their Subsidiaries and, when acting in such capacity, their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

Section 5.06 Appraisals. Frontier shall be required to deliver an Appraisal of the Collateral that was appraised in the initial Appraisal (and, upon the GoWild! Contribution, the comparable additional Collateral with respect to GoWild!) to the Administrative Agent on an annual basis. Frontier, in its sole discretion, may include in an Appraisal any additional Collateral not otherwise required to be included in such Appraisal pursuant to the immediately preceding sentence. Frontier shall deliver such Appraisal on the Determination Date occurring in October of each year (commencing in October 2025), and such Appraisal shall be determined as of a date no earlier than 30 days prior to such Determination Date. The value of the Collateral determined in such Appraisal will be used to test the LTV Ratio on such Determination Date. Frontier may also elect (at its sole discretion) to deliver an Appraisal to the Administrative Agent on any other date (whether or not a Determination Date, an "**Optional LTV Test Date**") on which no Appraisal was required (which Appraisal shall be determined no earlier than 30 days prior to such Optional LTV Test Date) and shall be permitted to re-test the LTV Ratio on such Optional LTV Test Date using such updated Appraisal. All Appraisals delivered to the Administrative Agent must be performed by an Approved Appraisal Firm.

Section 5.07 Contribution of Intellectual Property. Frontier shall contribute Intellectual Property and data to the Borrowers pursuant to the Contribution Agreements from time to time so that at all times Parent and its Subsidiaries (other than the Borrowers) would not be able to operate the Frontier Miles Program, the Discount Den Program, or only upon the GoWild! Contribution, GoWild! in a manner materially consistent with the operation of the Frontier Miles Program, the Discount Den Program, or only upon the GoWild! Contribution, GoWild! at such time, or any other similar airline loyalty program (other than a Permitted Acquisition Loyalty Program), without the rights granted to Frontier with respect to such Intellectual Property under the IP Licenses; provided that, for the avoidance of doubt, Frontier shall not be required to so contribute any Excluded Intellectual Property or sublicense any Intellectual Property owned by any non-Affiliate third party.

Section 5.08 Special Purpose Entity. Other than as required or permitted by the Transaction Documents or the Frontier Miles Agreements, the SPV Parties have not and shall not:

(a) engage in any business or activity other than (i) the purchase, receipt, management and sale of Collateral and Excluded Property; *provided* that in no event shall any SPV Party purchase, receive, manage or sell real property, (ii) the transfer and pledge of Collateral pursuant to the terms of the Collateral Documents and the Senior Secured Debt Documents and the Junior Lien Debt Documents, (iii) the entry into and the performance under the Transaction Documents and Frontier Miles Agreements to which it is a party and the Senior Secured Debt Documents and Junior Lien Debt Documents, (iv) financing activities, and (v) such other activities as are incidental to the foregoing clauses (i) through (iv);

(b) acquire or own any material assets other than (i) the Collateral and Excluded Property; *provided* that in no event shall any SPV Party acquire or own real property, or (ii) incidental property as may be necessary or desirable for the operation of any SPV Party and the performance of its obligations under the Transaction Documents and Frontier Miles Agreements to which it is a party and the Priority Lien Debt Documents and the Junior Lien Debt Documents;

(c) except as permitted by this Agreement (i) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, or (ii) change its legal structure (except in connection with a Permitted SPV Reorganization), or jurisdiction of incorporation, unless, in connection with any of the foregoing, such action shall result in the substantially contemporaneous occurrence of the Discharge of Senior Secured Debt Obligations;

(d) except as otherwise permitted under Section 5.08(c), fail to preserve its existence as an entity duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation;

(e) form, acquire or own any Subsidiary, own any Equity Interests in any other entity, or make any Investment in any Person other than to the extent permitted in its memorandum and articles of association and the Loan Documents;

(f) except as contemplated in the Senior Secured Debt Documents, commingle its assets with the assets of any of its Affiliates, or of any other Person;

(g) incur any Indebtedness other than (i) Senior Secured Debt, (ii) Junior Lien Debt, (iii) Hedging Obligations not incurred for speculative purposes and (iv) ordinary course contingent obligations under or any terms thereof related to the Frontier Miles Agreements (such as customary indemnities to fronting banks, administrative agents, collateral agents, depository banks, escrow agents, etc.);

(h) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due in the ordinary course of business;

(i) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person;

(j) enter into any contract or agreement with any Person, except (i) the Transaction Documents to which it is a party and the Priority Lien Debt Documents and the Junior Lien Debt Documents, (ii) organizational documents, (iii) Frontier Miles Agreements or other co-branding, partnering or similar agreements, (iv) agreements between any SPV Party and Frontier and/or its Subsidiaries substantially consistent with Frontier's arrangements with its other Subsidiaries that (I) terminate upon such SPV Party ceasing to be a Subsidiary of Frontier, (II) do not involve the payment of cash to or from such SPV Party, (III) are entered into for the primary purpose of managing the transfer and processing of data among the parties thereto and (IV) contain non-petition and nonrecourse covenants with respect to such SPV Party consistent with the provisions set forth in this Agreement, (v) intercompany loans from the Borrowers to Frontier permitted under Section 6.01, or (vi) other contracts or agreements that (x) are upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's length basis with third parties other than such Person, (y) contain non-petition covenants with respect to such SPV Party consistent with the provisions set forth in this Agreement and (z) contain nonrecourse covenants with respect to such SPV Party consistent with the provisions set forth in this Agreement;

(k) seek its dissolution or winding up in whole or in part;

(l) fail to use commercially reasonable efforts to correct promptly any material known misunderstandings regarding the separate identities of any SPV Party, on the one hand, and any Affiliate or any principal thereof or any other Person, on the other hand;

(m) except pursuant to the Transaction Documents, any Hedging Obligations permitted to be incurred in the Senior Secured Debt Documents and the Junior Lien Debt Documents, guarantee, become obligated for, or hold itself out to be responsible for the Indebtedness of another Person;

(n) fail, in any material respect, either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business, solely in its own name in order not (i) to mislead others as to the identity of the Person with which such other party is transacting business, or (ii) to suggest that it is responsible for the Indebtedness of any third party (including any of its principals or Affiliates (other than as contemplated or required pursuant to the Transaction Documents or Frontier Miles Agreements));

(o) fail, to the extent of its own funds (taking into account the requirements in the Transaction Documents and Frontier Miles Agreements), to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(p) [reserved];

(q) fail to maintain records, books of account and bank accounts separate and apart from those of any other Person;

(r) fail to pay its own separate liabilities and expenses only out of its own funds (other than as contemplated or required pursuant to the Transaction Documents);

(s) maintain, hire or employ any individuals as employees; *provided* that the SPV Parties are not prohibited or limited in any manner from having directors and officers;

(t) acquire the obligations or securities issued by its Affiliates or members (other than (i) any equity interests of another SPV Party that is a Subsidiary of such SPV Party or (ii) intercompany loans permitted under Section 6.01);

(u) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(v) pledge its assets to secure the obligations of any other Person other than pursuant to the Transaction Documents, the Senior Secured Debt Documents and the Junior Lien Debt Documents;

(w) fail to have such Independent Directors as are required under Section 5.09;

(x) (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) institute or consent to the institution of bankruptcy, winding up or insolvency proceedings against it, (iii) file a petition seeking or consent to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, (iv) seek or consent to the appointment of a receiver, liquidator, provisional liquidator, assignee, trustee, sequestrator, collateral agent, restructuring officer or any similar official for any SPV Party, (v) make any general assignment for the benefit of any SPV Party's creditors, (vi) admit in writing its inability to pay its debts generally as they become due, or (vii) take any corporate action to approve any of the foregoing; or

(y) fail to file its own tax returns separate from those of any other Person, except to the extent that any SPV Party is treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes or except as otherwise required by law.

Section 5.09 SPV Party Independent Directors.

(a) No SPV Party shall fail for seven (7) consecutive Business Days to have the Required Number of Independent Directors (or 30 days in the case of such Independent Director's death, disability or resignation). Each SPV Party agrees that no vote for a "Material Action" (as defined in the Specified Organization Document of such SPV Party) shall be held unless such SPV Party has the Required Number of Independent Directors at such time, all of the Required Number of Independent Directors are present for such vote and the affirmative vote of all Independent Directors is required for such SPV Party to take such "Material Action."

(b) No SPV Party shall fail to have a Special Shareholder, and no Extraordinary Resolution shall be passed by, or with respect to, any SPV Party without the unanimous vote of all shareholders thereof, including the affirmative vote of the Special Shareholder of such SPV Party.

Section 5.10 Regulatory Matters; Utilization. Frontier will:

(a) maintain at all times its status as an “air carrier” within the meaning of Section 40102(a)(2) of Title 49, and hold or co-hold a certificate under Section 41102(a)(1) of Title 49; and

(b) maintain at all times its status at the FAA as an “air carrier” and hold or co-hold an air carrier operating certificate under Section 44705 of Title 49 and operations specifications issued by the FAA pursuant to Parts 119 and 121 of Title 14.

Section 5.11 Collateral Ownership. Subject to the provisions described (including the actions permitted) under Section 6 hereof, each Grantor will continue to maintain its interest in and right to use all property and assets so long as such property and assets constitute Collateral, (it being understood that the foregoing shall not restrict Frontier’s ability to discontinue the Discount Den Program or GoWild! under any circumstances).

Section 5.12 Beneficial Ownership Certification. The Borrowers shall provide the Administrative Agent with prompt notification of any change in the information provided in the latest Beneficial Ownership Certification, if any, that would result in a change to the list of beneficial owners identified in such certification.

Section 5.13 Guarantors; Grantors; Collateral.

(a) Parent shall take, and cause each Subsidiary to take, such actions as are necessary in order to ensure that the obligations of the Loan Parties hereunder and under the other Loan Documents are guaranteed by all Guarantors. If (x) Parent or any of its Subsidiaries acquires or creates another Domestic Subsidiary after the Closing Date or (y) Parent, in its sole discretion, elects to cause a Domestic Subsidiary that is not a Guarantor to become a Guarantor, then Parent will promptly cause such Domestic Subsidiary to guarantee the Guaranteed Obligations and become a Guarantor by executing an Instrument of Assumption and Joinder substantially in the form attached hereto as Exhibit B; provided, that any Domestic Subsidiary that constitutes an Excluded Subsidiary need not become a Guarantor unless and until (1) 30 Business Days after such time as it ceases to be (and is no longer any of) an Excluded Subsidiary or (2) such time as it guarantees, or pledges any property or assets to secure, any other Obligations.

(b) If any Domestic Subsidiary that constitutes an Excluded Subsidiary on the Closing Date ceases to be (and is no longer any of) an Excluded Subsidiary or at such time as it guarantees, or pledges any property or assets to secure, Obligations hereunder, then Parent will promptly cause such Domestic Subsidiary to guarantee the Guaranteed Obligations and become a Guarantor by executing an Instrument of Assumption and Joinder substantially in the form

attached hereto as Exhibit B within 30 Business Days after such time as it ceases to be (and is no longer any of) an Excluded Subsidiary or such time as it guarantees, or pledges any property or assets to secure, any other Obligations.

(c) Parent, Frontier and the Borrowers shall, in each case at their own expense, (A) cause each Subsidiary of any SPV Party to become a Grantor and to become a party to the Security Agreement and each other applicable Collateral Document and all other agreements, instruments or documents that create or purport to create and perfect a first priority Lien (subject to Permitted Liens) in favor of the Collateral Agent for the benefit of the Senior Secured Parties in substantially all of its assets (other than Excluded Property), subject to and in accordance with the terms, conditions and provisions of the Loan Documents, (B) promptly execute and deliver (or cause such Grantor to execute and deliver) to the Administrative Agent and the Collateral Agent such documents and take such actions to create, grant, establish, preserve and perfect the applicable priority Liens (subject to Permitted Liens) (including to obtain any release or termination of Liens not permitted under Section 6.06 and the filing of UCC financing statements, as applicable) in favor of the Collateral Agent, as applicable, on such assets of any Grantor to secure the Obligations to the extent required under the applicable Collateral Documents or reasonably requested by the Administrative Agent or the Collateral Agent, and to ensure that such Collateral shall be subject to no other Liens other than Permitted Liens (it being understood that only Frontier and the SPV Parties shall be required to become Grantors and pledge their respective Collateral) and (C) if reasonably requested by the Administrative Agent, deliver to the Administrative Agent, for the benefit of the Senior Secured Parties, the Collateral Agent and the Depository, a customary written opinion of counsel (which counsel shall be reasonably satisfactory to the Administrative Agent) to Parent or such Grantor, as applicable, with respect to the matters described in clauses (A) and (B) hereof, in each case within twenty (20) Business Days after the addition of such Collateral.

Section 5.14 Access to Books and Records.

(a) Each Loan Party will make and keep books, records and accounts in which full, true and correct entries in conformity with GAAP are made of all financial dealings and transactions in relation to its business and activities, including, without limitation, an accurate and fair reflection of the transactions and dispositions of the assets of the Loan Parties.

(b) Each Loan Party will permit, to the extent not prohibited by applicable law or contractual obligations (including all confidentiality obligations set forth in the Frontier Miles Agreements), any representatives designated by the Administrative Agent or any Governmental Authority that is authorized to supervise or regulate the operations of a Lender, as designated by such Lender, upon reasonable prior written notice and, so long as no Event of Default has occurred and is continuing, at no out-of-pocket cost to any Loan Party and not more than once per fiscal year, to (x) visit and inspect the Collateral (excluding the Frontier Miles Agreements), (y) examine its books and records (excluding the Frontier Miles Agreements) and (z) discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times during normal business hours (it being understood that a representative of Frontier will be present); provided that if an Event of Default has occurred and is continuing, the Loan Parties shall be responsible for the reasonable costs and expenses of any visits of the Administrative Agent and the Lenders, acting together (but not separately); provided, further,

that with respect to Collateral and matters relating thereto, the rights of Administrative Agent and the Lenders under this Section 5.14 shall be limited to the following: upon the request of the Administrative Agent, the applicable Grantor will permit the Administrative Agent or any of its agents or representatives, at reasonable times and intervals upon reasonable prior notice, to (x) visit during normal business hours its offices and sites and (y) inspect any documents (excluding the Frontier Miles Agreements) relating to (i) the existence of such Collateral, (ii) with respect to Collateral, the condition of such Collateral, and (iii) the validity, perfection and priority of the Liens on such Collateral, and to discuss such matters with its officers, except to the extent the disclosure of any such document or any such discussion would result in the applicable Grantor's violation of its contractual (including all confidentiality obligations set forth in the Frontier Miles Agreements) or legal obligations. All confidential or proprietary information obtained in connection with any such visit, inspection or discussion shall be held confidential by the Administrative Agent and each agent or representative thereof and shall not be furnished or disclosed by any of them to anyone other than their respective bank examiners, auditors, accountants, agents and legal counsel, and except as may be required by an order of any court or administrative agency or by any statute, rule, regulation or order of any Governmental Authority. None of Parent or any of its Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter pursuant to this Section 5.14 (i) except after the occurrence of an Event of Default and of the exercise of remedies hereunder, that constitutes non-registered Frontier Miles Intellectual Property or Brand Intellectual Property, non-financial Trade Secrets (including the Frontier Miles Customer Data) or non-financial proprietary information, including the Frontier Miles Agreements, (ii) in respect of which disclosure to Administrative Agent or any Lender (or their respective designees or representatives) is prohibited by law or any binding agreement (or would otherwise cause a breach or default thereunder), (iii) that is Excluded Intellectual Property or an Frontier Miles Agreement, or (iv) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.15 Further Assurances.

(a) In each case, subject to the terms, conditions and limitations in the Loan Documents, each Loan Party (other than Parent and Frontier Airlines Holdings) shall execute any and all further documents and instruments, and take all further actions, that may be required or advisable under applicable law or that the Collateral Agent may reasonably request, in order to create, grant, establish, preserve, protect and perfect the validity, perfection and priority of the Liens and security interests created or intended to be created by the Collateral Documents, in each case to the extent required under this Agreement or the Collateral Documents. For the avoidance of doubt, the requirements of this Section 5.15(a) shall not create any obligation of the Loan Party to provide any Frontier Miles Agreements (or copies thereof), or disclose any information therein that is not otherwise disclosed on the Closing Date.

(b) Promptly following the entry by Parent or any of its Subsidiaries into any Frontier Miles Agreements after the Closing Date (or, in the case of an agreement that previously was a Retained Agreement that becomes a Frontier Miles Agreement, upon such agreement becoming an Frontier Miles Agreement), the Borrowers will deliver to the Administrative Agent an executed Direction of Payment.

(c) Promptly after the date upon which it is permissible to transfer and assign any Specified Intellectual Property, the Loan Parties shall, if such Specified Intellectual Property is not transferred and assigned pursuant to an existing Contribution Agreement or an amendment thereto, execute and deliver one or more Contribution Agreements together with all further documents and instruments that may be required and advisable, and take all further actions that may be required or advisable under applicable law or that the Collateral Agent may reasonably request, to transfer and assign all of the Loan Parties' right, title and interest in and to such Specified Intellectual Property to the Borrowers, and shall promptly provide the Administrative Agent and the Collateral Agent copies of any such documents.

Section 5.16 [Reserved].

Section 5.17 Frontier Miles Program; Frontier Miles Agreements

(a) Each Loan Party (as applicable) agrees to honor Miles according to the policies and procedures of the Frontier Miles Program except to the extent that would not reasonably be expected to cause a Payment Material Adverse Effect.

(b) Each Loan Party shall take any action permitted under the Frontier Miles Agreements and applicable law that it, in its reasonable business judgment, determines is advisable, in order to diligently and promptly (i) enforce its rights and any remedies available to it under the Frontier Miles Agreements, (ii) perform its obligations under the Frontier Miles Agreements and (iii) cause the applicable counterparties to perform their obligations under the related Frontier Miles Agreements, including such counterparties' obligations to make payments to and indemnify the applicable Loan Parties in accordance with the terms thereof in each case except to the extent that would not reasonably be expected to cause a Payment Material Adverse Effect.

(c) The Loan Parties shall not substantially reduce the Frontier Miles Program business or modify the terms of the Frontier Miles Program in any manner that would reasonably be expected to cause a Payment Material Adverse Effect.

(d) Parent shall not and shall not permit any of its Subsidiaries to change the policies and procedures of the Frontier Miles Program in any manner that would reasonably be expected to cause a Payment Material Adverse Effect.

(e) No Loan Party shall, or shall permit any of its Subsidiaries to, establish, create, or operate any Loyalty Program, other than a Permitted Acquisition Loyalty Program (or until the GoWild! Contribution, GoWild!), unless substantially all (i) such Loyalty Program cash payments (which excludes, for the avoidance of doubt, airline revenues such as ticket sales and baggage fees), (ii) accounts in which such cash payments are deposited, (iii) Intellectual Property and member data (but solely to the extent that such Intellectual Property and member data would be included in the definition of Frontier Miles Intellectual Property, substituting references to the Frontier Miles Program with references to such other Loyalty Program), and (iv) material third-party co-branding, partnering or similar agreements, including airline-to-airline frequent flyer program agreements, related to or entered into in connection with such Loyalty Program (but solely to the extent that such agreements would be included in the definition of Frontier Miles

Agreements (e.g., Retained Agreements are excluded from all of the foregoing so long as such agreements remain Retained Agreements or later again become Retained Agreements), substituting references to the Frontier Miles Program with references to such other Loyalty Program) and intercompany agreements concerning the operation of such Loyalty Program are transferred to and held by the applicable Borrower or a Subsidiary thereof and pledged as Collateral on a first lien basis (except to the extent such revenues or assets constitute Excluded Property), subject to Permitted Liens; *provided* that, for the avoidance of doubt, nothing shall prohibit Parent or any of its Subsidiaries from offering and providing discounts or other incentives for travel or carriage on Frontier.

(f) The Loan Parties agree that, with respect to each Frontier Miles Agreement entered into after the Closing Date that would be an Frontier Miles Agreement and not a Retained Agreement at such time, (i) the Borrowers shall either be (A) party to such Frontier Miles Agreement and have right to enforce the terms of such Frontier Miles Agreement pursuant to the terms thereof or (B) an express third party beneficiary of such Frontier Miles Agreement, including the express right to enforce the terms of such Frontier Miles Agreement, pursuant to the terms thereof and (ii) such Frontier Miles Agreement shall (x) provide that payment made by the counterparty thereunder shall be made to the Borrowers and deposited directly into the Collection Account and (y) permit the Borrowers to grant a Lien on such Frontier Miles Agreement to secure the Obligations; *provided*, that the foregoing shall not apply to any renewals, extensions or modifications of Closing Date Frontier Miles Agreements as long as commercially reasonable efforts (as determined by Frontier) have first been made to have the Borrowers be a party to (or an express third party beneficiary of) such renewed, extended or modified agreement; provided further that in no event shall Frontier be required to pay or provide concessions to a counterparty of such a renewed, extended or modified Closing Date Frontier Miles Agreement in order to have the Borrowers added as a party to such agreement (or an express third party beneficiary thereof). In the event that the Barclays Co-Branded Credit Card Agreement is renewed, extended or modified, Frontier and the Borrowers shall ensure that the applicable Barclays Co-Branded Consent is effective with respect to such renewed, extended or modified agreement.

(g) Frontier shall assign all of its Assigned Frontier Miles Agreement Rights with respect to each Frontier Miles Agreement and all of its rights to the Discount Den Program to the Borrowers. The Loan Parties shall, if any such Assigned Frontier Miles Agreement Rights with respect to any Frontier Miles Agreement is not assigned pursuant to an existing Contribution Agreement, execute and deliver one or more Contribution Agreements together with all further documents and instruments that may be required, and take all further actions that may be required under applicable law or that the Collateral Agent may reasonably request, to transfer and assign all of the Loan Parties' Assigned Frontier Miles Agreement Rights to the Borrowers, and shall promptly provide the Administrative Agent and the Collateral Agent copies of any such documents.

(h) Notwithstanding anything to the contrary, with respect to any Permitted Acquisition Loyalty Program, each Loan Party shall be permitted to undertake any of the following actions at any time after such actions are permitted under the Material Frontier Miles Agreements and applicable law:

- (i) terminate the Permitted Acquisition Loyalty Program;
- (ii) merge and consolidate the Permitted Acquisition Loyalty Program into the Frontier Miles Program; or
- (iii) cause all or part of the Permitted Acquisition Loyalty Program's payments in cash (which excludes airline revenues such as ticket sales and baggage fees) to be pledged as Collateral.

(i) For the avoidance of doubt, (i) until it is merged into or consolidated with the Frontier Miles Program or substantially all of the payments in cash and Intellectual Property of such Permitted Acquisition Loyalty Program, all material third-party co-branding, partnering and similar agreements, including airline-to-airline frequent flyer program agreements, related to or entered into in connection with such Permitted Acquisition Loyalty Program (but solely to the extent that such agreements would be included in the definition of Frontier Miles Agreements (e.g., Retained Agreements are excluded from all of the foregoing so long as such agreements remain Retained Agreements or again become Retained Agreements), substituting references to the Frontier Miles Program with references to such other Permitted Acquisition Loyalty Program) and intercompany agreements concerning the operation of such Permitted Acquisition Loyalty Program are transferred and held by the applicable Borrower or a Subsidiary thereof and pledged as Collateral on a first lien basis, any Permitted Acquisition Loyalty Program shall not be deemed part of the Frontier Miles Program, its co-branding, partnering or similar agreements, including airline-to-airline frequent flyer program agreements, shall not constitute Frontier Miles Agreements, and its customer data shall not constitute Frontier Miles Customer Data and (ii) following a merger or consolidation of such Permitted Acquisition Loyalty Program into the Frontier Miles Program or substantially all of the payments in cash and Intellectual Property of such Permitted Acquisition Loyalty Program, all material third-party co-branding, partnering and similar agreements, including airline-to-airline frequent flyer program agreements, related to or entered into in connection with such Permitted Acquisition Loyalty Program (but solely to the extent that such agreements would be included in the definition of Frontier Miles Agreements (e.g., Retained Agreements are excluded from all of the foregoing so long as such agreements remain Retained Agreements or later again become Retained Agreements), substituting references to the Frontier Miles Program with references to such other Permitted Acquisition Loyalty Program) and intercompany agreements concerning the operation of such Permitted Acquisition Loyalty Program are transferred and held by the applicable Borrower or a Subsidiary thereof and pledged as Collateral on a first lien basis (subject to Permitted Liens), (A) none of the restrictions described in the definition of "Permitted Acquisition Loyalty Program" will continue to apply to the merged program, (B) the co-branding, partnering and similar agreements, including airline-to-airline frequent flyer program agreements, related to or entered into in connection with such Permitted Acquisition Loyalty Program shall become Frontier Miles Agreements (but solely to the extent that such agreements would be included in the definition of Frontier Miles Agreements (e.g., Retained Agreements are excluded from all of the foregoing so long as such agreements remain Retained Agreements or again become Retained Agreements), substituting references to the Frontier Miles Program with references to such other Permitted Acquisition Loyalty Program) and (C) to the extent not effected pursuant to such merger or consolidation, Frontier shall promptly cause such Permitted Acquisition Loyalty Program's payments in cash (which excludes airline revenues such as ticket sales and baggage fees),

accounts in which such payment in cash are deposited, Intellectual Property and member data related to such Permitted Acquisition Loyalty Program (but solely to the extent that such Intellectual Property and member data would be included in the definition of Frontier Miles Intellectual Property, substituting references to the Frontier Miles Program with references to such other Permitted Acquisition Loyalty Program), all material third-party co-branding, partnering and similar agreements, including airline-to-airline frequent flyer program agreements, related to or entered into in connection with such Permitted Acquisition Loyalty Program (but solely to the extent that such agreements would be included in the definition of Frontier Miles Agreements (e.g., Retained Agreements are excluded from all of the foregoing so long as such agreements remain Retained Agreements or again become Retained Agreements), substituting references to the Frontier Miles Program with references to such other Permitted Acquisition Loyalty Program) and intercompany agreements concerning the operation of such Loyalty Program and all other assets of such Permitted Acquisition Loyalty Program to be transferred and held by the applicable Borrower or a Subsidiary thereof and be pledged as Collateral pursuant to the Collateral Documents.

(j) Each Loan Party agrees that if, as of any Determination Date, the aggregate amount of payments in cash attributable to the Retained Agreements for the preceding four Quarterly Reporting Periods (or, in the case of the first three Quarterly Reporting Periods, since the Closing Date) are greater than or equal to 5.0% of the Frontier Miles Program Revenues for such period, (i) Frontier shall promptly transfer (or cause to be transferred) its Assigned Frontier Miles Agreement Rights with respect to one or more Retained Agreements to the Loyalty IP Borrower such that the aggregate amount of payments in cash produced by the Retained Agreements not so transferred is less than 5.0% of the Frontier Miles Program Revenues (including any revenue attributable to the Retained Agreement) in such period (on a *pro forma* basis) and shall deliver updates to Schedule 3.18 to list such transferred agreement(s) as Frontier Miles Agreement(s) and (ii) upon the effectiveness of such transfer, such Retained Agreement(s) shall become Frontier Miles Agreement(s).

(k) [Reserved].

(l) [Reserved].

(m) Parent shall not enter into, be party to or otherwise obtain any rights under any Frontier Miles Agreement.

Section 5.18 Reserve Account.

(a) Subject to Section 8.05(c), the Borrowers shall establish and maintain or cause to be maintained at the Collateral Agent, a segregated non-interest bearing trust account in the name of a Borrower, for the purpose of holding a minimum balance of not less than the Reserve Account Required Balance (such account, the “**Reserve Account**”). The Reserve Account shall be subject at all times to an Account Control Agreement, subject to Section 8.05(c). So long as the Collateral Agent has not been notified by the Administrative Agent or any Borrower that an Event of Default has occurred and is continuing, then the Collateral Agent shall, at the written direction of either Borrower from time to time cause the funds held in the Reserve Account, from time to time, to be invested in one or more Cash Equivalents selected by

such Borrower (which Cash Equivalents shall at all times be subject to the Lien created hereunder) *provided* that in no event shall the Collateral Agent: (i) have any responsibility whatsoever as to the validity or quality of any Cash Equivalent (or for determining whether any investment made qualifies under the definition of "Cash Equivalent"), (ii) be liable for the selection of Cash Equivalents or for investment losses incurred thereon or in respect of losses incurred as a result of the liquidation of any Cash Equivalent before its stated maturity pursuant to this Section 5.18 or the failure of a Borrower to provide timely written investment direction or (iii) have any obligation to invest or reinvest any such amounts in the absence of such investment direction. Following the Collateral Agent's receipt of written notice from the Administrative Agent or from a Borrower that an Event of Default has occurred and is continuing, the Collateral Agent shall cease making or renewing such Investments and funds on deposit in the Reserve Account shall thereafter remain uninvested. The Collateral Agent shall not have any obligation to invest or reinvest the funds held in the Reserve Account on any day to the extent that the Collateral Agent has not received investment instruction on or prior to 11:00 a.m. (New York time) on such day. Notwithstanding anything in this Agreement to the contrary, in no event shall any Borrower direct any investment in any such Cash Equivalent that will mature later than the Business Day before the next occurring Payment Date. It is agreed and understood that the entity serving as the Collateral Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. In no event shall the Collateral Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. It is understood and agreed that the Collateral Agent or its respective affiliates are permitted to receive additional compensation that could be deemed to be in the Collateral Agent's economic self-interest for (1) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub custodian with respect to certain of the investments, (2) using affiliates to effect transactions in certain investments and (3) effecting transactions in investments. All income from such Cash Equivalents shall be retained in the Reserve Account, subject to release as permitted by this Agreement. All investments in such Cash Equivalents shall be at the risk of the Borrowers. All income from Cash Equivalents in the Reserve Account shall be taxable to the Borrowers (or its regarded parent entity), and the Collateral Agent shall prepare and timely distribute to Frontier or the Borrowers, as applicable, Form 1099 or other appropriate U.S. federal and state income tax forms with respect to such income.

(b) As security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, the Borrowers hereby grants to the Collateral Agent for the benefit of the Senior Secured Parties a security interest in and lien upon, all of the Borrowers' right, title and interest in and to the Reserve Account, (i) all funds held in the Reserve Account, and all certificates and instruments, if any, from time to time representing or evidencing any Account or such funds, (ii) all Investments from time to time of amounts in the Reserve Account and all certificates and instruments, if any, from time to time representing or evidencing such Investments, (iii) all notes, certificates of deposit and other instruments from time to time delivered to or otherwise possessed by the Collateral Agent or any Secured Party or any assignee or agent on behalf of the Collateral Agent or any Secured Party in substitution for or in addition to any of the then existing Collateral in the Reserve Account, and all interest, dividends, cash, instruments and other property from time to time received,

receivable or otherwise distributed in respect of or in exchange for any and all of the then existing Collateral in the Reserve Account.

(c) The Borrowers hereby acknowledge and agree that: (i) the Collateral Agent shall be the only Person that has a right to withdraw from the Reserve Account and (ii) the funds on deposit in the Reserve Account shall at all times continue to be Collateral security for the benefit of the Senior Secured Parties and shall not be subject to any Lien other than a Lien benefiting the Collateral Agent on behalf of the Senior Secured Parties.

(d) If, on any Determination Date, the amount on deposit in the Reserve Account exceeds the Reserve Account Required Balance for the related Payment Date, unless otherwise instructed by the Borrowers, the excess amount shall be transferred to the Payment Account on the related Payment Date. Notwithstanding the foregoing, the Borrowers shall be entitled to request the Collateral Agent by notice in writing (which may be the Payment Date Statement) to transfer such excess amounts in the Reserve Account to the Collection Account on the related Allocation Date, and in such circumstances, the Collateral Agent shall wire such excess amounts from the Reserve Account to the Collection Account.

(e) If, on any Determination Date, Available Funds for the related Payment Date will not be sufficient to pay in full the amounts due pursuant to clauses (i), (ii) and (iii) of Section 2.10(b) on the related Payment Date, the Borrowers shall request by notice in writing (which may be the Payment Date Statement) to the Collateral Agent that the Collateral Agent, on or prior to the related Payment Date, transfer amounts in the Reserve Account to the Payment Account to the extent necessary so that Available Funds on the related Payment Date will be sufficient to pay such amounts on the related Payment Date. In such circumstances, the Collateral Agent shall wire such amounts from the Reserve Account to the Payment Account.

(f) The Borrowers will at all times maintain a minimum balance of not less than the Reserve Account Required Balance in the Reserve Account (for the avoidance of doubt, except to the extent a lesser balance is maintained during the period from (and including) any Allocation Date to the time at which funds are distributed in accordance with Section 2.10(b) on the related Payment Date as a result of funds being remitted from the Reserve Account to the Payment Account in accordance with the Loan Documents).

(g) In the event that (A) a Responsible Officer of a Borrower obtains actual knowledge that the Collateral Agent shall no longer have the deposit rating necessary for the Reserve Account to be an Eligible Deposit Account or (B) a Borrower receives notice from the Administrative Agent of such deposit rating change, the Borrowers shall provide prompt written notice to the Administrative Agent and, within thirty (30) days (as may be extended by the Administrative Agent) of obtaining such knowledge or receiving such notice, move the Reserve Account to a new depository institution pursuant to Section 8.05(c).

Section 5.19 Payment Account.

(a) Subject to Section 8.05(c), the Borrowers shall establish and maintain or cause to be maintained at the Collateral Agent, a segregated non-interest bearing trust account in

the name of a Borrower, for the purpose of holding amounts allocated to the Loans pursuant to the terms hereof (such account, the "**Payment Account**"). The Payment Account shall be subject at all times to an Account Control Agreement, subject to Section 8.05(c). Funds on deposit in the Payment Account shall be uninvested.

(b) As security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, the Borrowers hereby grants to the Collateral Agent for the benefit of the Senior Secured Parties a security interest in and lien upon, all of the Borrowers' right, title and interest in and to (i) the Payment Account, (ii) all funds held in the Payment Account, and all certificates and instruments, if any, from time to time representing or evidencing any Account or such funds, (iii) all Investments from time to time of amounts in the Payment Account and all certificates and instruments, if any, from time to time representing or evidencing such Investments, (iv) all notes, certificates of deposit and other instruments from time to time delivered to or otherwise possessed by the Collateral Agent or any Secured Party or any assignee or agent on behalf of the Collateral Agent or any Secured Party in substitution for or in addition to any of the then existing Collateral in the Payment Account, and (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any and all of the then existing Collateral in the Payment Account.

(c) Each Loan Party hereby acknowledges and agrees that: (i) at all times, the Collateral Agent shall be the only Person that has a right to withdraw funds from the Payment Account and (ii) the funds on deposit in the Payment Account shall at all times continue to be Collateral security for all of the Obligations and shall not be subject to any Lien other than a Lien benefiting the Collateral Agent on behalf of the Senior Secured Parties.

(d) In the event that (A) a Responsible Officer of a Borrower obtains actual knowledge that the Collateral Agent shall no longer have the deposit rating necessary for the Payment Account to be an Eligible Deposit Account or (B) a Borrower receives notice from the Administrative Agent of such deposit rating change, the Borrowers shall provide prompt written notice to the Administrative Agent and, within thirty (30) days (as may be extended by the Administrative Agent) of obtaining such knowledge or receiving such notice, move the Payment Account to a new depository institution pursuant to Section 8.05(c).

Section 5.20 Collections; Releases from Collection Account.

(a) Frontier and the Borrowers shall instruct and use commercially reasonable efforts to cause sufficient counterparties to Frontier Miles Agreements to direct payments of Transaction Revenue into the Collection Account such that in any Quarterly Reporting Period, at least 85% of Frontier Miles Program Revenues are deposited directly into the Collection Account.

(b) To the extent any Loan Party or any of its controlled Affiliates receives any payments of Transaction Revenues to an account other than the Collection Account, such Loan Party or Affiliate shall cause such amounts to be deposited into the Collection Account within [***] after receipt and identification thereof; provided that in the case of any revenues

from the Discount Den Program (and upon the GoWild! Contribution, GoWild!) such revenues for each calendar month shall be deposited by Frontier into the Collection Account on or prior to the [***] after the end of such calendar month.

(c) The Parent Guarantors and HoldCo 2 shall make, and the Borrowers shall ensure that, all payments payable to the Borrowers pursuant to the IP Licenses are made directly into the Collection Account.

(d) No Loan Party shall withdraw or release funds from the Collection Account except in accordance with the terms of the Collateral Agency and Accounts Agreement. Notwithstanding anything to the contrary set forth herein (including, but not limited to, Section 5.08, 6.01 or 6.05) or in any other Transaction Document, any amount released to the Borrowers from the Payment Account in accordance with Section 2.10(b)(xi) of this Agreement or the Collection Account in accordance with Section 2.11 of the Collateral Agency and Accounts Agreement may be transferred by the Borrowers to Frontier in any manner without restriction.

Section 5.21 ECF Account.

(a) Subject to Section 8.05(c), the Borrowers shall establish and maintain or cause to be maintained at the Collateral Agent, a segregated non-interest bearing trust account in the name of one or both of the Borrowers, for the purpose of holding Required Excess Cash Flow amounts (such account, the **"ECF Account"**). Only Required Excess Cash Flow will be permitted to be deposited in the ECF Account. The ECF Account shall be subject at all times to an Account Control Agreement, subject to Section 8.05(c). Amounts on deposit in the ECF Account shall be uninvested.

(b) On each Payment Date, if a Cash Trap Period is in effect as of the last day of the related Quarterly Reporting Period and a Cash Trap Cure has not occurred on or prior to such Payment Date, then the Borrowers, in the Payment Date Statement, shall direct the Collateral Agent to deposit any Required Excess Cash Flow for such Payment Date to the ECF Account pursuant to Section 2.10. On the next succeeding Payment Date after any such Payment Date, the Borrowers shall prepay (the **"ECF Prepayment"**) the maximum principal amount of Loans on *apro rata* basis that may be prepaid out of such Required Excess Cash Flow at a prepayment price equal to 100.0% of the principal amount of the Loans to be prepaid, plus accrued and unpaid interest thereon to, but excluding, the date of such prepayment (the **"ECF Prepayment Date"**).

(c) On any ECF Prepayment Date, the Collateral Agent shall apply all of the Required Excess Cash Flow to effect the prepayment by the Borrowers of the Loans of the Lenders at a prepayment price equal to 100.0% of the principal amount of the Loans to be prepaid, plus accrued and unpaid interest thereon to, but excluding, the ECF Prepayment Date (the **"ECF Prepayment Price"**); *provided* that if the aggregate ECF Prepayment Price for the Loans exceeds the total amount of Required Excess Cash Flow, then such Loans shall be prepaid *pro rata* up to the maximum amount of Loans that can be prepaid with such Required Excess Cash Flow. If a DSCR Cure occurs, any amounts on deposit in the ECF Account on account of

the Cash Trap Event related to such DSCR Cure shall not be used to prepay Loans and shall instead be released to or at the direction of the applicable Borrower.

(d) As security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise, of all Obligations, the Borrowers hereby grant to the Collateral Agent for the benefit of the Senior Secured Parties a security interest in and lien upon, all of the Borrowers' right, title and interest in and to (i) the ECF Account, (ii) all funds held in the ECF Account, and all certificates and instruments, if any, from time to time representing or evidencing any Account or such funds, (iii) all Investments from time to time of amounts in the ECF Account and all certificates and instruments, if any, from time to time representing or evidencing such Investments, (iv) all notes, certificates of deposit and other instruments from time to time delivered to or otherwise possessed by the Collateral Agent or any Senior Secured Party or any assignee or agent on behalf of the Collateral Agent or any Senior Secured Party in substitution for or in addition to any of the then existing Collateral in the ECF Account, and (v) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any and all of the then existing Collateral in the ECF Account.

(e) Each Loan Party hereby acknowledges and agrees that: (i) at all times, the Collateral Agent shall be the only Person that has a right to withdraw funds from the ECF Account and (ii) the funds on deposit in the ECF Account shall at all times continue to be Collateral security for all of the Obligations and shall not be subject to any Lien other than a Lien benefiting the Collateral Agent on behalf of the Senior Secured Parties.

(f) If, at any time, the ECF Account shall no longer be an Eligible Deposit Account, the Borrowers shall provide prompt written notice to the Administrative Agent and, within sixty (60) days, move the ECF Account to a new depository institution pursuant to Section 8.05(c).

(g) Upon any ECF Prepayment of the Loans pursuant to this Section 5.21, the Commitments of each Lender shall be reduced on a pro rata basis by an amount equal to such ECF Prepayment.

Section 5.22 Mandatory Prepayments. To the extent not applied in accordance with Section 2.12, the Borrowers shall cause an amount equal to the Net Proceeds from all transactions that result in mandatory prepayments pursuant to the terms of Section 2.12 to be deposited promptly into the Collection Account, which amounts shall be applied in accordance with the terms of Section 2.12.

Section 5.23 Privacy and Data Security. Except as would not reasonably be expected to result in a Material Adverse Effect, each applicable Loan Party shall maintain in effect commercially reasonable privacy and data security policies. Without limiting the generality of the foregoing, except as would not reasonably be expected to result in a Material Adverse Effect, each applicable Loan Party shall comply in all material respects, and shall cause each of its Subsidiaries to be, and shall use commercially reasonable efforts to cause each of its Third Party Processors to be, in compliance in all material respects, with (i) all applicable internal privacy

policies and privacy policies contained on any websites maintained by or on behalf of each such Loan Party or such Subsidiary and such policies are consistent with the actual practices of such entity, (ii) all applicable Data Protection Laws with respect to Personal Data, including Data Protection Laws anywhere in the United States, the Cayman Islands, the United Kingdom and the European Union and (iii) its contractual commitments and obligations regarding Personal Data.

SECTION 6.

NEGATIVE COVENANTS

From the date hereof and for so long as the Commitments remain in effect or principal of or interest on any Loan is owing (or any other amount that is due and unpaid on the first date that none of the foregoing is in effect, outstanding or owing, respectively, is owing) to any Lender or the Administrative Agent hereunder:

Section 6.01 Restricted Payments.

(a) The SPV Parties shall not, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of any SPV Party's Equity Interests (including, without limitation, any payment in connection with any merger or consolidation) or to the direct or indirect holders of any SPV Party's Equity Interests in their capacity as such;

(ii) purchase, redeem or otherwise acquire or retire for value any Equity Interests of Parent or any SPV Party;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness other than the Senior Secured Debt; or

(iv) make any Restricted Investment (all such payments and other actions set forth in these clauses (i) through (iv) above being collectively referred to as "**Restricted Payments**"), other than solely with respect to:

(1) Restricted Payments (including the making of any intercompany loans, any payments in respect of intercompany debt or Junior Lien Debt) with amounts released to the Borrowers under Section 2.10(b)(xi) of this Agreement or pursuant to Section 2.11 of the Collateral Agency and Accounts Agreement; and

(2) the making of the Frontier Intercompany Loan on the Closing Date from the proceeds of the Loans and any other intercompany loan with proceeds of debt permitted to be incurred hereunder;

provided, that notwithstanding anything to the contrary in this Agreement or any other Loan Document, other than funds released to the Borrowers pursuant to clause (vi) of the priority of payments in Section 7.01, no SPV Party shall be permitted to make any Restricted Payment at any time when an Event of Default has occurred and is continuing.

Section 6.02 Incurrence of Indebtedness and Issuance of Preferred Stock The SPV Parties shall not, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness other than the following (and Parent and its Subsidiaries shall not, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness with respect to any Pre-paid Miles Purchase other than as set forth in clause (b) below):

(a) Junior Lien Debt; *provided* that (i) no Event of Default or Cash Trap Event shall have occurred and be continuing or would immediately result from the issuance of such Junior Lien Debt, (ii) immediately after giving effect to the issuance of such Junior Lien Debt, the Total DSCR is not less than 1.75 to 1.00 and the LTV Ratio is not more than 100.0%, in each case, on a *pro forma* basis after giving effect to the issuance of such Junior Lien Debt;

(b) Pre-paid Miles Purchases, so long as (i) the aggregate amount of Miles purchased or other Indebtedness incurred in connection with such Pre-paid Miles Purchases during any fiscal year does not exceed [***], (ii) such sale is non-recourse to the SPV Parties, and (iii) the Indebtedness related thereto is unsecured or secured by assets of Frontier or its Subsidiaries (other than the SPV Parties) that do not constitute Collateral;

(c) Indebtedness issued in a Capital Markets Offering by the Borrowers or any other Indebtedness (including term loan facilities); *provided* that:

(i) any such Indebtedness shall be Priority Lien Debt permitted under (and subject to the requirements of) this Section 6.02(c),

(ii) the maturity date for such Indebtedness shall be at least [***] after the Maturity Date,

(iii) shall not be subject to or benefit from any Guarantee by any Person other than a Loan Party shall not be subject to or benefit from any Guarantee by any Person other than a Loan Party (including any person that becomes a Loan Party substantially concurrently with the incurrence of such Indebtedness),

(iv) the Liens on the Collateral securing such debt are *pari passu* to the liens on the Collateral securing the Loans pursuant to an intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent,

(v) no Event of Default or Cash Trap Event shall have occurred and be continuing or would immediately result from the issuance of such Indebtedness,

(vi) after giving effect to the issuance of such Indebtedness, the outstanding principal amount of the Priority Lien Debt shall not exceed the Priority Lien Cap (plus, fees, expenses, premium and accrued interest in respect of any Indebtedness incurred pursuant to this Section 6.02(c) which refinances other Indebtedness of the Borrowers permitted hereunder) and

(vii) (A) the terms and conditions governing such Indebtedness shall (x) be reasonably acceptable to the Administrative Agent or (y) be substantially similar to, or (taken as a whole) no more favorable (as reasonably determined by the Borrowers) to the investors or holders providing such Indebtedness than those applicable to the then-outstanding Loans (except to the extent such terms are applicable solely to periods after the latest final maturity date of the then-outstanding Loans at the time of such incurrence) and (B) shall be issued pursuant to one or more other credit agreements or indentures, and the applicable agent or trustee thereunder shall become a Senior Secured Debt Representative and the holders of such Indebtedness shall be subject to and bound by the Collateral Agency and Accounts Agreement; *provided* that notwithstanding the foregoing, in no event shall such Indebtedness be subject to events of default resulting (either directly or through a cross-default or cross-acceleration provision) from the occurrence of any event described in the definition of "Parent Bankruptcy Event" (or the occurrence of any such event with respect to any Subsidiary of Parent other than any SPV Party) except on the same terms as the then-outstanding Loans or as provided above;

(d) Hedging Obligations not incurred for speculative purposes;

(e) Indebtedness arising from customary indemnification or other similar obligations under the Loan Documents and the other agreements entered into on the Closing Date in connection therewith (or replacements or amendments thereto which are permitted under this Agreement); and

(f) Indebtedness otherwise permitted to be secured under Section 6.06.

Section 6.03 [Reserved].

Section 6.04 Disposition of Collateral. Frontier shall not sell or otherwise Dispose of any Collateral (including by way of any Sale of a Grantor) and (b) no SPV Party shall sell or otherwise Dispose of any of its property or assets (including the Collateral, and including by way of any Sale of a Grantor), in the case of each of clauses (a) and (b), except for a Permitted Disposition.

Section 6.05 [Reserved].

Section 6.06 Liens. Frontier shall not directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any property or asset owned by Frontier that constitutes Collateral except Permitted Liens. No SPV Party will directly or indirectly create, incur, assume

or suffer to exist any Lien of any kind on any of its property or assets (including the Collateral) except Permitted Liens.

Section 6.07 Business Activities.

(a) The Parent Guarantors will not, and will not permit any of their Subsidiaries (other than the SPV Parties) to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Parent Guarantors and their Subsidiaries (other than the SPV Parties) taken as a whole.

(b) The SPV Parties shall not engage in any business other than Permitted Businesses.

Section 6.08 Liquidity. The Parent will not permit the aggregate amount of Liquidity to be less than [***] at the end of any Business Day following the Closing Date (the "**Financial Covenant**"). The Parent shall promptly provide written notice to the Administrative Agent on the date of any breach of the Financial Covenant.

Section 6.09 GoWild! Negative Pledge. Until the occurrence of the GoWild! Contribution, no Loan Party shall directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind, or otherwise dispose of, GoWild! or the related Intellectual Property or other rights with respect to GoWild!; *provided* that the foregoing will not restrict Frontier's right to discontinue GoWild!.

Section 6.10 Merger, Consolidation, or Sale of Assets

(a) No Parent Guarantor shall directly or indirectly: (i) consolidate or merge with or into another Person (whether or not such Parent Guarantor is the surviving corporation) or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of such Parent Guarantor, as applicable, and its Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either:

(A) such Parent Guarantor is the surviving corporation; or

(B) the Person formed by or surviving any such consolidation or merger (if other than such Parent Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than such Parent Guarantor) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of such Parent Guarantor under the Transaction Documents by operation of law (if such Parent

Guarantor is the surviving Person) or pursuant to agreements reasonably satisfactory to the Administrative Agent;

(3) immediately after such transaction, no Cash Trap Event or Event of Default exists; and

(4) such Parent Guarantor shall have delivered to the Administrative Agent an Officer's Certificate stating that such consolidation, merger, sale, assignment, transfer, conveyance or other disposition complies with this Agreement.

In addition, no Parent Guarantor will directly or indirectly, lease all or substantially all of the properties and assets of such Parent Guarantor, as applicable, and its Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

(b) Section 6.10(a) will not apply to (i) any Permitted Frontier Reorganization or to (ii) any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among Parent and/or its Subsidiaries that are not SPV Parties.

Clauses (3) and (4) of Section 6.10(a) will not apply to any merger, consolidation or transfer of assets:

(1) between or among Parent and any of Parent's Subsidiaries that are not SPV Parties;

(2) between or among any of Parent's Subsidiaries that are not SPV Parties or by a Subsidiary that is not a Loan Party; or

(3) with or into an Affiliate solely for the purpose of reincorporating such Parent Guarantor in another jurisdiction.

(c) Notwithstanding the foregoing, no SPV Party shall: (i) consolidate or merge with or into another Person, or permit any other Person to merge into or consolidate with it, or (ii) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of its properties, in one or more related transactions, to another Person except pursuant to a Permitted SPV Reorganization.

(d) Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of any Parent Guarantor in a transaction that is subject to, and that complies with the provisions of, Section 6.10(a), the successor Person formed by such consolidation or into or with which such Parent Guarantor is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Agreement referring to such Parent Guarantor shall refer instead to the successor Person and not to such Parent Guarantor), and may exercise every right and power of such Parent Guarantor under this Agreement with the same effect as if such successor Person had been named as a Parent Guarantor herein; provided, however, that a Parent Guarantor, if

applicable, shall not be relieved from the obligation to pay the principal of, and interest, if any, on the Loan except in the case of a sale of all or substantially all of such Parent Guarantor's assets in a transaction that is subject to, and that complies with the provisions of, Section 6.10(a).

Section 6.11 [Reserved].

Section 6.12 Direction of Payment. No Loan Party shall revoke, or permit to be revoked, any Direction of Payment.

Section 6.13 IP Agreements. The Loan Parties shall not terminate, amend, waive, supplement or otherwise modify any IP Agreement or any provision thereof or exercise any right or remedy under or pursuant to or under any IP Agreement, in each case, without the prior written consent of the Required Lenders if such termination, amendment, waiver, supplement or modification or exercise of remedies would reasonably be expected to result in a Material Adverse Effect; *provided* that (i) termination of any IP Agreement or any amendment to the termination provisions thereof, or (ii) any amendment to an IP Agreement that (A) materially and adversely affects rights to the Frontier Miles Intellectual Property or the Brand Intellectual Property or rights to use Frontier Miles Intellectual Property or in the case of the Contribution Agreements, rights to or rights to use other applicable Collateral, (B) shortens the scheduled term thereof, (C) in the case of any IP License, materially and adversely changes the amount or calculation of the termination payment, or the amount, calculation or rate of fees due and owing thereunder, (D) changes the contractual subordination of payments thereunder in a manner materially adverse to the Lenders, (E) reduces the frequency of payments thereunder to an SPV Party or permits payments due to an SPV Party thereunder to be deposited to an account other than the Collection Account, (F) changes the amendment standards applicable to such IP Agreement (other than changes affecting rights of the Administrative Agent or the Collateral Agent to consent to amendments, which is covered by clause (G)) in a manner that would reasonably be expected to result in a Material Adverse Effect or (G) materially impairs the rights of the Administrative Agent or the Collateral Agent to enforce or consent to amendments to any provisions thereof in accordance therewith shall, in each case, be deemed to have a Material Adverse Effect.

Section 6.14 Specified Organization Documents. No Loan Party shall amend, modify or waive any SPV Provision of any Specified Organization Document. No Loan Party shall amend, modify or waive any other provision of any Specified Organization Document in a manner materially adverse to the Lenders.

SECTION 7.

EVENTS OF DEFAULT AND CASH TRAP EVENTS

Section 7.01 Events of Default. In the case of the occurrence of any of the following events and the continuance thereof beyond the applicable grace period if any (each, an "**Event of Default**"):

(a) any representation or warranty made by any Loan Party in this Agreement or in any other Loan Document shall prove to have been false or incorrect in any material respect when made, and such representation or warranty, to the extent capable of being corrected, is not corrected within 30 Business Days after the earlier of (A) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (B) receipt by a Borrower of notice from the Administrative Agent of such default; or

(b) default shall be made in the payment of (i) any principal amount of the Loans when and as the same shall become due and payable; (ii) any interest on the Loans and such default shall continue unremedied for more than 30 days (or, upon the occurrence of a Bankruptcy Case, more than the earlier of (x) 60 days and (y) 15 days after the date on which an Assumption Order is entered) after the earlier of (A) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (B) receipt by a Borrower of notice from the Administrative Agent of such default; or (iii) any other amount payable hereunder when due and such default shall continue unremedied for more than 10 Business Days after the earlier of (A) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (B) receipt by a Borrower of notice from the Administrative Agent of such default; it being understood that if any default shall be made by any Loan Party in the due observance or performance of the covenants set in Section 5 shall not constitute a default subject to this Section 7.01(b); or

(c) default shall be made by any Loan Party in the due observance of (i) the covenants in Section 5.18, 5.19, 5.20, 5.21 or 6.08 or (ii) a covenant in Section 5.01 and such default shall continue unremedied for more than, in the case of clause (i), 5 Business Days and in the case of clause (ii), 120 days, after the earlier of (A) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (B) receipt by Frontier or the Borrowers of notice from the Administrative Agent of such default; or

(d) default shall be made by any Loan Party or any Subsidiary in the due observance or performance of any other covenant, condition or agreement to be observed or performed by it pursuant to the terms of this Agreement or any of the other Loan Documents and such default shall continue unremedied or uncured for more than 60 days after the earlier of (i) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (ii) receipt by Frontier or the Borrowers of notice from the Administrative Agent of such default; *provided* that, if such Person is proceeding with diligence and good faith to cure or remedy such default and such default is susceptible to cure or remedy, such 60 day period shall be extended as may be necessary to cure such failure, such extended period not to exceed 120 days; or

(e) (i) any material provision of any Loan Document to which a Loan Party is a party ceases to be a valid and binding obligation of such Loan Party, or any action shall be taken to discontinue or to assert the invalidity or unenforceability of any Loan Document, (ii) the Lien on any material portion of the Collateral intended to be created by the Collateral Documents shall cease to be or shall not be a valid and perfected (to the extent required hereunder or under such Collateral Documents) Lien having the priorities contemplated thereby (subject to Permitted Liens and except as permitted by the terms of this Agreement or the Collateral Documents or as a

result of the action, delay or inaction of the Administrative Agent) or (iii) the guaranty in Section 9.01 hereof shall fail to remain in full force or effect or any action shall be taken to discontinue or to assert the invalidity or unenforceability of such guaranty, or any Guarantor shall fail to comply with any of the terms or provisions of such guaranty, or any Guarantor shall deny that it has any further liability under such guaranty; *provided* that, in each case, unless any Loan Party shall have contested or challenged, other than good faith disputes regarding interpretation of contractual provisions, the validity, perfection or priority of, or attempted to invalidate, such liens or the validity or enforceability of a material provision of any Loan Document or material portion of any Collateral or guaranty document, such breach shall not be an Event of Default unless such breach continues unremedied or uncured for more than 30 Business Days after the earlier of (x) a Responsible Officer of Frontier or the Borrowers obtaining knowledge of such default or (y) receipt by a Borrower of written notice from the Administrative Agent of such default; or

(f) a Bankruptcy Case occurs and is continuing with respect to any SPV Party (for the avoidance of doubt, subject to any grace or cure periods contained in the definition of "Bankruptcy Case");

(g) failure by any SPV Party, any Parent Guarantor, or any of Frontier's Material Subsidiaries to pay one or more final judgments entered by a court or courts of competent jurisdiction aggregating in excess of [***] (determined net of amounts covered by insurance policies issued by creditworthy insurance companies or by third party indemnities or a combination thereof), which judgments are not paid, discharged, bonded, vacated, satisfied or stayed for a period of sixty (60) days; or

(h) (i) any Loan Party (other than an SPV Party) shall default in the performance of any obligation relating to Material Indebtedness and any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with, and as a result of such default the holder or holders of such Material Indebtedness or any trustee or agent on behalf of such holder or holders caused such Material Indebtedness to become due prior to its scheduled final maturity date or (ii) any Loan Party (other than an SPV Party) shall default in the payment of the outstanding principal amount due on the scheduled final maturity date of any Indebtedness outstanding under one or more agreements of such Loan Party, any applicable grace periods shall have expired and such failure to make payment when due shall be continuing for a period of more than five (5) consecutive Business Days following the applicable scheduled final maturity date thereunder, in an aggregate principal amount at any time unpaid exceeding \$100.0 million; *provided* that such payment default or acceleration resulting from a Parent Bankruptcy Event shall not constitute a default under this Section 7.01(i); or

(i) (i) any SPV Party shall default in the performance of any obligation relating to Material Indebtedness and any applicable grace periods shall have expired and any applicable notice requirements shall have been complied with, and as a result of such default the holder or holders of such Material Indebtedness or any trustee or agent on behalf of such holder or holders shall have caused, or shall be entitled or permit or have the right to cause, such Material Indebtedness to become due prior to its scheduled final maturity date or (ii) any SPV Party shall default in the payment of the outstanding principal amount due on the scheduled final maturity date of any Indebtedness outstanding under one or more agreements of such SPV Party,

any applicable grace periods shall have expired following the applicable scheduled final maturity date thereunder, in an aggregate principal amount at any time unpaid exceeding [***]; *provided, further*, that if any such default shall be waived or cured (as evidenced in writing from the applicable holder, agent or trustee) then, to the extent of such waiver or cure, the Event of Default hereunder by reason of such default shall be deemed likewise to have been thereupon waived or cured; or

(j) a termination of a Plan of Frontier or an ERISA Affiliate pursuant to Section 4042 of ERISA that would reasonably be expected to result in a Material Adverse Effect; or

(k) (i) an exit from, or a termination or cancellation of, the Frontier Miles Program or (ii) any termination, expiration or cancellation of (1) the Frontier Intercompany Loan or (2) a Material Frontier Miles Agreement for which, solely in the case of clause (2), a Permitted Replacement Frontier Miles Agreement is not entered into as of the effective date of such termination, expiration or cancellation; or

(l) any Loan Party makes a Material Modification to a Material Frontier Miles Agreement or the Frontier Intercompany Loan without the prior written consent of the Administrative Agent (acting at the direction of the Required Debtholders); or

(m) any termination or cancellation of any IP License; or

(n) after the occurrence of a Parent Bankruptcy Event, any of the Frontier Case Milestones shall cease to be met or complied with, as applicable; or

(o) a SPV Party Change of Control; or

(p) the LTV Ratio exceeds the LTV Maximum Threshold as of any LTV Test Date, unless the Borrowers prepay all or a portion of the Loans within [***] of such LTV Test Date such that the LTV Ratio does not exceed the LTV Maximum Threshold; or

(q) (i) failure of any SPV Party to maintain at least the Required Number of Independent Directors for more than five (5) consecutive Business Days (or 30 days in the case of such Independent Director's death, disability or resignation, provided that in the case of the Borrowers, one Independent Director remains at the Borrowers during such period) or (ii) an Independent Director of any SPV Party that does not satisfy the Independent Director Criteria shall be appointed without the consent of the Administrative Agent;

then, and in every such event and at any time thereafter during the continuance of such event, the Administrative Agent shall, at the request of the Required Lenders, by written notice to the Borrowers (with a copy to the Collateral Agent), take one or more of the following actions, at the same or different times:

A. terminate forthwith the Commitments;

B. declare the Loans or any portion thereof then-outstanding to be forthwith due and payable, whereupon the principal of the Loans and other Obligations and all other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document to the contrary notwithstanding;

C. set-off amounts in any accounts (other than accounts pledged to secure other Indebtedness of any Loan Party, Escrow Accounts, Payroll Accounts or other accounts held in trust for an identified beneficiary) maintained with the Administrative Agent, the Collateral Agent or the Depositary (or any of their respective affiliates) and apply such amounts to the obligations of the Loan Parties hereunder and in the other Loan Documents; and

D. subject to the terms of the Loan Documents, exercise any and all remedies under the Loan Documents and under applicable law available to the Administrative Agent, the Collateral Agent and the Lenders.

In case of any event described in clause (f), (g) or (o) of this Section 7.01, the actions and events described in clauses (A) and (B) above shall be required or taken automatically, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Loan Parties. Subject to the terms of the Collateral Agency and Accounts Agreement, after the occurrence and during the continuance of any Event of Default, any Available Funds and other amounts received, including any amounts realized upon enforcement of any Collateral Documents or any payments, recoveries or distributions received in any proceeding under any Bankruptcy Laws including adequate protection and Chapter 11 plan distributions, to the extent received by the Collateral Agent shall be applied by the Collateral Agent as follows:

(i) *first*, (x) ratably, to (so long as Citibank, N.A. should be serving as the Collateral Agent and the Depositary, together with any amounts transferred to the Payment Account with respect to such Payment Date to pay such amounts) the Depositary and the Collateral Agent, the amount of Fees, costs, expenses, reimbursements and indemnification amounts due and payable to the Depositary and the Collateral Agent pursuant to the terms of the Loan Documents and *then* (y) to the Administrative Agent, the amount of Fees, costs, expenses, reimbursements and indemnification amounts due and payable to the Administrative Agent pursuant to the terms of the Loan Documents and *then* (z) ratably, the Loans' Pro Rata Share of the amount of fees, expenses and other amounts due and owing to any Independent Director of any SPV Party (and any independent director service provider of such Independent Director) or any Administrator (to the extent not otherwise paid);

(ii) *second*, to the Administrative Agent, on behalf of the Lenders, any due and unpaid interest on the Loans;

(iii) *third*, to the Administrative Agent, on behalf of the Lenders in an amount equal to the amount necessary to pay the outstanding principal balance of the Loans in full;

(iv) *fourth*, to pay to the Administrative Agent on behalf of the Lenders, any additional Obligations then due and payable;

(v) *fifth*, until all Priority Lien Debt is *paid* in full, to the Collateral Agent to be maintained in the Collection Account or distributed in accordance with the Collateral Agency and Accounts Agreement; and

(vi) *sixth*, all remaining amounts shall be *released* to or at the direction of the Borrowers, which may be distributed directly or indirectly to Frontier without any restriction.

Section 7.02 Cash Trap Event. In the case of the happening of any Cash Trap Event, the Administrative Agent may, and at the direction of the Required Lenders shall, by notice to the Borrowers, provide written notice to the Borrowers that a Cash Trap Event has occurred.

SECTION 8.

THE AGENTS

Section 8.01 Administration by Agents.

(a) Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto. Each of the Lenders hereby irrevocably appoints the Collateral Agent to act on its behalf as the Collateral Agent hereunder and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto. The Collateral Agent shall be the Senior Secured Debt Representative (as defined in the Collateral Agency and Accounts Agreement) on behalf of the Lenders and the other Senior Secured Parties. For any Act of Required Debtholders under the Collateral Agency and Accounts Agreement, the Collateral Agent shall take instruction from the Administrative Agent (on behalf of the Required Lenders) hereunder (which such instruction shall include a certification by the Administrative Agent as to the aggregate principal amount of the Loans represented by such instruction).

(b) Each of the Lenders hereby authorizes the Administrative Agent and the Collateral Agent, as applicable, and in their sole discretion:

(i) to execute (or direct the execution of) any documents or instruments or take any other actions reasonably requested by the Loan Parties to release a Lien granted to the Collateral Agent, for the benefit of the Senior Secured Parties, on any asset that is part of the Collateral of the Loan Parties (A) upon the

payment in full of all Obligations (except for contingent obligations in respect of which a claim has not yet been made) and the termination of the Commitments, (B) that is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted by the terms of this Agreement or under any other Loan Document to a Person that is not a Loan Party, (C) if the property subject to such Lien is owned by a Loan Party, upon the release of such Loan Party from its Guarantee otherwise in accordance with the Loan Documents, (D) as to the extent provided in the Collateral Documents, (E) that constitutes Excluded Property, or (F) if approved, authorized or ratified in writing in accordance with Section 10.08;

(ii) to determine that the cost to either Borrower or any other Grantor, as the case may be, is disproportionate to the benefit to be realized by the Senior Secured Parties by perfecting a Lien in a given asset or group of assets included in the Collateral and that such Borrower or such other Grantor, as the case may be, should not be required to perfect such Lien in favor of the Collateral Agent, for the benefit of the Senior Secured Parties;

(iii) to enter into the other Loan Documents on terms acceptable to the Administrative Agent and the Collateral Agent and to perform its respective obligations thereunder;

(iv) to execute any documents or instruments or take any other actions reasonably requested by the Loan Parties to release any Guarantor from the guarantees provided herein pursuant to Section 9.05;

(v) to enter into (or direct the entrance into) any Intercreditor Agreement or intercreditor and/or subordination agreements in accordance herewith, including Section 6.06, on terms reasonably acceptable to the Administrative Agent, and in each case to perform its obligations thereunder and to take such action and to exercise the powers, rights and remedies granted to it thereunder and with respect thereto; and

(vi) to enter into (or direct the entrance into) any other agreements reasonably satisfactory to the Administrative Agent granting Liens to the Collateral Agent, for the benefit of the Senior Secured Parties, on any assets of the Borrowers or any other Grantor to secure the Obligations.

(c) The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this Agreement relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (i) be obligated to ascertain, monitor or inquire as to whether any Lender or prospective Lender is a Disqualified Institution or (ii) have any liability with respect to or arising out of any assignment of Loans, or disclosure of confidential information to any Disqualified Institutions.

(d) Concurrently herewith, the Administrative Agent directs the Collateral Agent and the Collateral Agent is authorized to enter into the Collateral Documents and any

other related agreements in the form delivered to the Collateral Agent. For the avoidance of doubt, all of the Collateral Agent's rights, protections and immunities provided herein shall apply to the Collateral Agent for any actions taken or omitted to be taken under the Collateral Documents and any other related agreements in such capacity.

Section 8.02 Rights of Administrative Agent and the Other Agents. Any institution serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such bank and its respective Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate of Parent as if it were not an Agent hereunder. The rights, privileges, protections, indemnities, immunities and benefits given to the Collateral Agent are extended to, and shall be enforceable by, (i) the Collateral Agent in each Loan Document and each other document related hereto to which it is a party and (ii) the entity acting as the Collateral Agent in each of its capacities hereunder and under the other Loan Documents and any related document whether or not specifically set forth therein.

Section 8.03 Liability of Agents.

(a) No Agent shall have any duties or obligations except those expressly set forth herein and in any other applicable Loan Document. Without limiting the generality of the foregoing, (i) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Cash Trap Event or an Event of Default has occurred and is continuing, (ii) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.08), (iii) except as expressly set forth herein, no Agent shall have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower, Parent or any of Parent's Subsidiaries that is communicated to or obtained by the institution serving as an Agent or any of its Affiliates in any capacity and (iv) no Agent will be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect. No Agent shall be liable for any action taken or not taken by it with the consent of, or at the request of (i) the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 10.08) or (ii) in the case of the Collateral Agent and the Administrative Agent, or in the absence of its own gross negligence or willful misconduct. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Cash Trap Event, Event of Default or Default unless and until written notice thereof is given to the Administrative Agent or the Collateral Agent, respectively, by, in the case of the Administrative Agent or the Collateral Agent, any Borrower,

Parent or a Lender or, in the case of the Administrative Agent, and neither Administrative Agent nor the Collateral Agent shall be responsible for, or have any duty to ascertain or inquire into, (A) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (B) the contents of any certificate, report or other document delivered hereunder or in connection herewith or in connection with any other Loan Document, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or in any other Loan Document or related document, (D) the validity, enforceability, effectiveness, value, sufficiency or genuineness of this Agreement or any other agreement, instrument or document or any Collateral or security interest, or (E) the satisfaction of any condition set forth in Section 4 or elsewhere herein or in any other Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(b) Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. Each Agent may consult with legal counsel (who may be counsel for Parent or the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(c) Each Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers through its Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of any Agent and any such sub-agent, and shall apply to their respective activities as such Agent. The Collateral Agent shall not be responsible for the acts or omissions of any such sub-agent appointed with due care.

(d) The following additional rights and protections shall be applicable to the Collateral Agent in connection with this Agreement, the other Loan Documents and any related document:

(i) The Collateral Agent shall not have any liability for any action taken, or errors in judgment made, in good faith by it or any of its officers, employees or agents, unless it shall have been negligent in ascertaining the pertinent facts.

(ii) Nothing in this Agreement or any other Loan Document shall require the Collateral Agent to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(iii) The Collateral Agent shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement or any other Loan

Document at the request or direction of the Administrative Agent or the Lenders, unless such Person shall have offered to the Collateral Agent, as applicable, security or indemnity (satisfactory to the Collateral Agent, as applicable, in its sole and absolute discretion) against the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction.

(iv) Notwithstanding anything to the contrary herein or in any other Transaction Document, the Collateral Agent shall not be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Agreement and any other Loan Document to which it is a party, whether or not an original or a copy of such agreement has been provided to the Collateral Agent, as applicable, and shall not be subject to, or bound by, the terms and provisions of any documents to which it is not a party.

(v) In the event that any Collateral shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the Collateral, the Collateral Agent is hereby expressly authorized, each in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Collateral Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Loan Parties or to any other Person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

(vi) The Collateral Agent shall be entitled to request and receive written instructions from the Administrative Agent and shall have no responsibility or liability to the Lenders for any losses or damages of any nature that may arise from any action taken or not taken by the Collateral Agent in accordance with the written direction of the Administrative Agent.

(vii) The Collateral Agent may request, rely on and act in accordance with Officer's Certificates and/or opinions of counsel, and shall incur no liability and shall be fully protected in acting or refraining from acting in accordance with such Officer's Certificates and opinions of counsel.

(viii) If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Agreement or any other Loan Document, or the Collateral Agent is in doubt as to the action to be taken hereunder or the Collateral Agent may, at its option, after sending written notice of the same to the Administrative Agent, refuse to act until such time as it (a) receives a final non-appealable order of a court of competent jurisdiction directing delivery of the Collateral or otherwise regarding such matter or (b) receives a written instruction, executed by each of the parties involved in such

disagreement or dispute, in a form reasonably acceptable to the Collateral Agent, directing delivery of the Collateral or otherwise regarding such matter. The Collateral Agent will be entitled to act on any such written instruction or final, non-appealable order of a court of competent jurisdiction without further question, inquiry or consent. The Collateral Agent may file an interpleader action in a state or federal court, and upon the filing thereof, the Collateral Agent will be relieved of all liability as to the Collateral and will be entitled to recover reasonable and documented out-of-pocket attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action.

(ix) The Collateral Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, any act or provision of any present or future law or regulation or governmental authority; acts of God; earthquakes; fires; floods; wars; terrorism; civil or military disturbances; sabotage; epidemics, pandemics or similar health crises; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility.

(x) The Collateral Agent shall not have any obligation to give, execute, deliver, file, record, authorize or obtain any financing statements, notices, instruments, documents, agreements, consents or other papers as shall be necessary to (i) create, preserve, perfect or validate the security interest granted to the Collateral Agent pursuant to this Agreement or any other Loan Document or any related document or (ii) enable the Collateral Agent to exercise and enforce its rights under this Agreement or any other Loan Document or any related document with respect to such pledge and security interest.

(xi) For purposes of clarity, but without limiting any rights, protections, immunities or indemnities afforded to the Collateral Agent hereunder (including without limitation in this Section 8) and under the other Loan Documents, phrases such as "satisfactory to the Collateral Agent," "approved by the Collateral Agent," "acceptable to the Collateral Agent," "as determined by the Collateral Agent," "in the Collateral Agent's discretion," "selected by the Collateral Agent," "elected by the Collateral Agent," "requested by the Collateral Agent," and phrases of similar import that authorize or permit the Collateral Agent to approve, disapprove, determine, act or decline to act in its discretion shall be subject to the Collateral Agent, as applicable, receiving written direction from the Administrative Agent to take such action or to exercise such rights.

(e) Anything herein to the contrary notwithstanding, the Arranger listed on the cover page hereof shall not have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender.

Section 8.04 Reimbursement and Indemnification. Each Lender agrees (a) to reimburse on demand the Administrative Agent (and the Collateral Agent and the Depositary) for such Lender's Aggregate Exposure Percentage of any expenses and fees incurred for the benefit of the Lenders or the Agents under this Agreement and any of the Loan Documents, including, without limitation, counsel fees and compensation of agents and employees paid for services rendered on behalf of the Lenders or the Agents, and any other expense incurred in connection with the operations or enforcement thereof, not reimbursed by the Loan Parties and (b) to indemnify and hold harmless the Administrative Agent, the Collateral Agent and any of their Related Parties, on demand, in the amount equal to such Lender's Aggregate Exposure Percentage, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against it or any of them in any way relating to or arising out of this Agreement or any of the Loan Documents or any action taken or omitted by it or any of them under this Agreement or any of the Loan Documents to the extent not reimbursed by the Loan Parties (except such as shall result from its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgement).

Section 8.05 Successor Agents.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrowers (with a copy to the Collateral Agent). Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent (provided no Event of Default has occurred and is continuing) of the Borrowers (such consent not to be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders with the consent of the Borrowers (such consent not to be unreasonably withheld or delayed)) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to), in consultation with the Borrowers, on behalf of the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above. For the avoidance of doubt, whether or not a successor Administrative Agent has been appointed, the retiring Administrative Agent's resignation shall nonetheless become effective in accordance with such notice of resignation on the Resignation Effective Date. With effect from the Resignation Effective Date, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (b) except for any indemnity payments owed to the retiring Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan

Documents. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article 8 and Section 10.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as the Administrative Agent.

(b) The Collateral Agent may at any time resign at any time upon at least 30 days' prior written notice to the Borrowers and the Administrative Agent; *provided that*, no resignation of the Collateral Agent will be permitted unless a successor Collateral Agent has been appointed. Promptly after receipt of notice of the Collateral Agent's resignation, the Administrative Agent shall promptly appoint a successor Collateral Agent (which successor Collateral Agent shall be reasonably acceptable to the Required Lenders and, so long as no Event of Default under Section 7.01(b), (f), (g) or (o) has occurred and is continuing, the Borrowers) by written instrument, copies of which instrument shall be delivered to the Borrowers, the resigning Collateral Agent and to the successor Collateral Agent. In the event no successor Collateral Agent shall have been appointed within 30 days after the giving of notice of such resignation, the Collateral Agent may petition any court of competent jurisdiction to appoint a successor Collateral Agent. The Administrative Agent upon at least 30 days' prior written notice to the Collateral Agent and the Borrowers, may with or without cause remove and discharge the Collateral Agent or any successor Collateral Agent thereafter appointed from the performance of its duties under this Agreement. Promptly after giving notice of removal of the Collateral Agent, the Administrative Agent shall appoint, or petition a court of competent jurisdiction to appoint, a successor Collateral Agent (which successor Collateral Agent shall be reasonably acceptable to the Required Lenders and, so long as no Event of Default under Section 7.01(b), (f), (g) or (o) has occurred and is continuing, the Borrowers). Any such appointment shall be accomplished by written instrument and a copy shall be delivered to the Collateral Agent and the successor Collateral Agent and the Borrowers.

(c) In the event that the Collateral Agent shall no longer have the deposit rating necessary for the Collection Accounts, Payment Account, ECF Account and Reserve Account to be Eligible Deposit Accounts, the Borrowers shall be permitted to and shall promptly, and in any event within 30 days (as such deadline may be extended by the Administrative Agent) of (A) a Responsible Officer of Frontier or the Borrowers obtaining actual knowledge of such ratings change or (B) receipt by a Borrower of notice from the Administrative Agent of such ratings change, move the Collection Accounts, Payment Account, ECF Account and the Reserve Account, as applicable, to a depository institution (i) selected by the Borrowers that has the deposit rating necessary for the Collection Accounts, Payment Account, ECF Account and Reserve Account to be Eligible Deposit Accounts or (ii) that is otherwise approved by the Administrative Agent (such approval not to be unreasonably withheld, conditioned, or delayed), and will cause such depository institution to execute an Account Control Agreement as soon as reasonably practicable thereafter.

Section 8.06 Independent Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Collateral Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Collateral Agent or any Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Section 8.07 Advances and Payments.

(a) On the date of each Loan, the Administrative Agent shall be authorized (but not obligated) to advance, for the account of each of the Lenders, the amount of the Loan to be made by it in accordance with its Commitment hereunder. In such event, if a Lender has not in fact made its share of the applicable Loan available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith upon written demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to, but excluding, the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrowers, the Interest Rate otherwise applicable to such Loan. If such Lender pays such amount to the Administrative Agent, then (x) such amount shall constitute such Lender's Loan included in such Loan and the Borrowers shall not be obligated to repay such amount pursuant to the preceding sentence if not previously repaid and (y) if such amount was previously repaid by the Borrowers, the Administrative Agent shall promptly make a corresponding amount available to the Borrowers.

(b) Any amounts received by the Administrative Agent in connection with this Agreement (other than amounts to which the Administrative Agent is entitled pursuant to Sections 2.19, 8.04 and 10.04), the application of which is not otherwise provided for in this Agreement, shall be applied in accordance with Section 2.10(b). All amounts to be paid to a Lender by the Administrative Agent shall be credited to that Lender, after collection by the Administrative Agent, in immediately available funds either by wire transfer or deposit in that Lender's correspondent account with the Administrative Agent, as such Lender and the Administrative Agent shall from time to time agree.

Section 8.08 Sharing of Setoffs. Each Lender agrees that, except to the extent this Agreement expressly provides for payments to be allocated to a particular Lender, if it shall, through the exercise either by it or any of its banking Affiliates of a right of banker's lien, setoff or counterclaim against a Borrower or a Guarantor, including, but not limited to, a secured claim under Section 506 of the Bankruptcy Code or other security or interest arising from, or in lieu of, such secured claim and received by such Lender (or any of its banking Affiliates) under any applicable bankruptcy, insolvency or other similar law, or otherwise, obtain payment in respect

of its Loans as a result of which the unpaid portion of its Loans is proportionately less than the unpaid portion of the Loans of any other Lender (a) it shall promptly purchase at par (and shall be deemed to have thereupon purchased) from such other Lender a participation in the Loans of such other Lender, so that the aggregate unpaid principal amount of each Lender's Loans and its participation in Loans of the other Lenders shall be in the same proportion to the aggregate unpaid principal amount of all Loans then-outstanding as the principal amount of its Loans prior to the obtaining of such payment was to the principal amount of all Loans outstanding prior to the obtaining of such payment and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Lenders share such payment pro-rata, *provided* that if any such non-pro-rata payment is thereafter recovered or otherwise set aside, such purchase of participations shall be rescinded (without interest). Each Loan Party expressly consents to the foregoing arrangements and agrees, to the fullest extent permitted by law, that any Lender holding (or deemed to be holding) a participation in a Loan acquired pursuant to this Section or any of its banking Affiliates may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by a Loan Party to such Lender as fully as if such Lender was the original obligee thereon, in the amount of such participation. The provisions of this Section 8.08 shall not be construed to apply to (a) any payment made by a Loan Party pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender), (b) any payment obtained by any Lender as consideration for the assignment or sale of a participation in any of its Loans or other Obligations owed to it or (c) any payment made by a Loan Party pursuant to the Fee Letter.

Section 8.09 Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any withholding tax applicable to such payment. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender for any reason, or the Administrative Agent has paid over to the Internal Revenue Service applicable withholding tax relating to a payment to a Lender but no deduction has been made from such payment, without duplication of any indemnification obligations set forth in Section 8.04, such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with any expenses incurred.

Section 8.10 Right to Realize on Collateral and Enforce Guarantee Anything contained in any of the Loan Documents to the contrary notwithstanding, the Borrowers, the Agents, and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Guarantee, it being understood and agreed that all powers, rights, and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Senior Secured Parties and all powers, rights, and remedies under the Senior Secured Debt Documents may be exercised solely by the Collateral Agent, in each case to the extent permitted by applicable law and in accordance with the terms hereof, the other Loan Documents and the other Senior Secured Debt Documents, and (ii) in the event of a foreclosure by the Collateral Agent on any of the Collateral pursuant to a public or

private sale or other disposition, the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Senior Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other disposition.

Section 8.11 Intercreditor Agreements Govern. The Administrative Agent and each other Secured Party (a) hereby agrees that it will be bound by and will take no actions contrary to the provisions of any intercreditor agreement entered into pursuant to the terms hereof, (b) hereby authorizes and instructs the Collateral Agent to enter into each intercreditor agreement (including each Intercreditor Agreement) entered into pursuant to the terms hereof and to subject the Liens securing the Obligations to the provisions thereof and (c) hereby authorizes and instructs the Collateral Agent to enter into any intercreditor agreement that includes, or to amend any then existing intercreditor agreement to provide for, the terms described in the definition of "Junior Lien Debt". In the event of any conflict or inconsistency between the provisions of each intercreditor agreement (including any Intercreditor Agreement) and this Agreement, the provisions of such intercreditor agreement shall control in all respects. With respect to any reference in this Agreement to another intercreditor agreement, subordination agreement or arrangement reasonably acceptable to the Administrative Agent and the Borrowers' (or other similar description), Administrative Agent and the Collateral Agent hereby agree to, and each Secured Party and each Lender hereby directs the Administrative Agent to, negotiate with the Borrowers in good faith and promptly (and in any event not later than ten (10) Business Days following written request by the Borrowers) enter into such other intercreditor or subordination agreement that is reasonably acceptable to the Administrative Agent (such acceptance not to be unreasonably withheld, conditioned, delayed or denied) upon request by the Borrowers.

Each Lender hereby agrees (i) that all Obligations will be and are secured equally and ratably by all Priority Liens (as defined in the Collateral Agency and Accounts Agreement) at any time granted by any Grantor to the Collateral Agent to secure any obligations in respect of any other Series of Senior Secured Debt (as defined in the Collateral Agency and Accounts Agreement), whether or not upon property otherwise constituting Collateral, and that all such Priority Liens will be enforceable by the Collateral Agent for the benefit of all holders of Senior Secured Debt Obligations (as defined in the Collateral Agency and Accounts Agreement) equally and ratably; and (ii) that each Lender is bound by the provisions of the Collateral Agency and Accounts Agreement, including the provisions relating to the ranking of Priority Liens and the order of application of proceeds from enforcement of Priority Liens; and each Lender consents to the terms of the Collateral Agency and Accounts Agreement and the Collateral Agent's performance of, and directing the Collateral Agent to perform its obligations under, the Collateral Agency and Accounts Agreement and the other Senior Secured Debt Documents.

Section 8.12 Collateral Agent as Beneficiary. Without limitation of the terms of the Collateral Agency and Accounts Agreement, the parties hereto agree that the Collateral Agent is

a third party beneficiary of Sections 8.02, 8.03 and 8.04, and any other terms hereof which operate to the benefit of the Collateral Agent, with full rights to enforce the same and no such term may be amended, modified or waived in any respect that would be materially adverse to the Collateral Agent without its written consent.

SECTION 9.

GUARANTY

Section 9.01 Guaranty.

(a) Each of the Guarantors unconditionally and irrevocably guarantees on a senior basis the due and punctual payment by the Borrowers of the Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of the obligor whether or not post filing interest is allowed in such proceeding) (collectively, the “**Guaranteed Obligations**”). Each of the Guarantors further agrees that, to the extent permitted by applicable law, the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and it will remain bound upon this guaranty notwithstanding any extension or renewal of any of the Obligations. The Obligations of the Guarantors shall be joint and several. Each of the Guarantors further agrees that its guaranty hereunder is a primary obligation of such Guarantor and not merely a contract of surety.

(b) To the extent permitted by applicable law, each of the Guarantors waives presentation to, demand for payment from and protest to the Borrowers or any other Guarantor, and also waives notice of protest for nonpayment. The obligations of the Guarantors hereunder shall not, to the extent permitted by applicable law, be affected by (i) the failure of the Administrative Agent, the Collateral Agent or a Lender to assert any claim or demand or to enforce any right or remedy against any Loan Party under the provisions of this Agreement or any other Loan Document or otherwise; (ii) any extension or renewal of any provision hereof or thereof; (iii) any rescission, waiver, compromise, acceleration, amendment or modification of any of the terms or provisions of any of the Loan Documents; (iv) the release, exchange, waiver or foreclosure of any security held by the Collateral Agent for the Obligations or any of them; (v) the failure of the Administrative Agent or a Lender to exercise any right or remedy against any other Guarantor; or (vi) the release or substitution of any Collateral or any other Guarantor.

(c) To the extent permitted by applicable law, each of the Guarantors further agrees that this guaranty constitutes a guaranty of payment when due and not just of collection, and waives any right to require that any resort be had by the Administrative Agent, the Collateral Agent, the Depositary or a Lender to any security held for payment of the Obligations or to any balance of any deposit, account or credit on the books of the Administrative Agent, the Collateral Agent or a Lender in favor of any Borrower or any other Guarantor, or to any other Person.

(d) To the extent permitted by applicable law, each of the Guarantors hereby waives any defense that it might have based on a failure to remain informed of the financial condition of the Borrowers and of any other Guarantor and any circumstances affecting the ability of the Borrowers to perform under this Agreement.

(e) To the extent permitted by applicable law, each Guarantor's guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or any other instrument evidencing any Obligations, or by the existence, validity, enforceability, perfection, or extent of any collateral therefor or by any other circumstance relating to the Obligations which might otherwise constitute a defense to this guaranty (other than payment in full in cash of the Obligations in accordance with the terms of this Agreement (other than those that constitute unasserted contingent indemnification obligations)). None of the Administrative Agent, the Collateral Agent or any of the Lenders makes any representation or warranty in respect to any such circumstances or shall have any duty or responsibility whatsoever to any Guarantor in respect of the management and maintenance of the Obligations.

(f) Upon the occurrence of the Obligations becoming due and payable (by acceleration or otherwise), the Lenders shall be entitled to immediate payment of such Obligations by the Guarantors upon written demand by the Administrative Agent.

(g) The Guarantors hereby irrevocably agree that the obligations of each Guarantor hereunder are limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the Bankruptcy Code.

Section 9.02 No Impairment of Guaranty. To the extent permitted by applicable law, the obligations of the Loan Parties hereunder shall not be subject to any reduction, limitation or impairment for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, other than pursuant to a written agreement in compliance with Section 10.08 and shall not be subject to any defense or set-off, counterclaim, netting, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations. To the extent permitted by applicable law, without limiting the generality of the foregoing, the obligations of any Loan Party hereunder shall not be discharged or impaired or otherwise affected by the failure of the Administrative Agent, the Collateral Agent or a Lender to assert any claim or demand or to enforce any remedy under this Agreement or any other agreement, by any waiver or modification of any provision hereof or thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of such Loan Party or would otherwise operate as a discharge of such Loan Party as a matter of law.

Section 9.03 Continuation and Reinstatement, Etc. Each Guarantor further agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Administrative Agent, any Lender or any other Secured Party upon the bankruptcy or reorganization of a Borrower or a Guarantor, or otherwise.

Section 9.04 Subrogation; Fraudulent Conveyance.

(a) Upon payment by any Guarantor of any sums to the Administrative Agent, the Collateral Agent, the Depositary or a Lender hereunder, all rights of such Guarantor against the Borrowers arising as a result thereof by way of right of subrogation or otherwise, shall in all respects be subordinate and junior in right of payment to the prior payment in full of all the Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of an obligor whether or not post filing interest is allowed in such proceeding). If any amount shall be paid to such Guarantor for the account of the Borrowers relating to the Obligations prior to payment in full of the Obligations, such amount shall be held in trust for the benefit of the Administrative Agent, the Collateral Agent and the Lenders and shall forthwith be paid to the Administrative Agent, the Collateral Agent, the Depositary and the Lenders to be credited and applied to the Obligations, whether matured or unmatured. Each Loan Party hereby agrees that (1) (a) all Indebtedness and other payment obligations owed to Frontier or any other Guarantor by the Borrowers or any other SPV Party shall be subordinate and junior in right of payment to (and not subject to setoff, netting or recoupment prior to) the prior payment in full in cash of all the Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of an obligor whether or not post filing interest is allowed in such proceeding); and (b) all Indebtedness and other payment obligations owed to Frontier or any other Guarantor by any other of Frontier or any other Guarantor shall be subordinate and junior in right of payment to (and not subject to setoff, netting or recoupment prior to) the prior payment in full in cash of all the Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of an obligor whether or not post filing interest is allowed in such proceeding); *provided* that, in the case of each of clauses (a) and (b) above, so long as no Event of Default shall have occurred and be continuing, any payments in respect of such Indebtedness and other payment obligations shall not be prohibited (to the extent not otherwise prohibited under any Loan Document); and (2) all Indebtedness and other payment obligations owed by Frontier or any Guarantor to the Borrowers or any other SPV Party shall not be subordinated or junior in right of payment to, and shall rank *pari passu* with, any other senior unsubordinated indebtedness or payment obligations of Frontier or such Guarantor, as applicable. Notwithstanding anything in this paragraph to the contrary, in no event will setoff, recoupment or netting apply with respect to amounts due from any Loan Party to the Borrowers (or any other SPV Party) pursuant to the Frontier Intercompany Note or any IP Agreement or with respect to funds such Loan Party has received pursuant to any Frontier Miles Agreement or any Retained Agreement.

(b) Each Guarantor, and by its acceptance of this Agreement, the Collateral Agent and each other Secured Party, hereby confirms that it is the intention of all such Persons that this Agreement and the Obligations of each Guarantor hereunder not constitute a fraudulent transfer or conveyance for purposes of the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar foreign, federal or state law to the extent applicable to the guaranties hereunder and the Obligations of each Guarantor hereunder. To effectuate the foregoing intention, the Collateral Agent, the other Senior Secured Parties and the Guarantors hereby irrevocably agree that the Obligations of each Guarantor under the guaranties hereunder at any time shall be limited to the maximum amount as will result in the Obligations of such Guarantor under this guaranty not constituting a fraudulent transfer or conveyance.

Section 9.05 Discharge of Guaranty.

(a) In the event of any sale or other disposition of all or substantially all of the assets of any Guarantor (other than Parent and the Cayman Guarantors), by way of merger, consolidation or otherwise, or a sale or other disposition of all Capital Stock of any Guarantor (other than Parent and any Cayman Guarantor), in each case to a Person that is not (either before or after giving effect to such transactions) Parent or a Subsidiary of Parent or the merger or consolidation of a Guarantor (other than any Cayman Guarantor) with or into Frontier or another Guarantor, in each case, in a transaction permitted under this Agreement, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the Capital Stock of such Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be automatically released and relieved of any obligations under its Guarantee of the Guaranteed Obligations.

(b) Upon the request of Frontier, the guarantee of any Guarantor that is or becomes an Excluded Subsidiary shall be promptly released; provided that (i) no Event of Default shall have occurred and be continuing or shall result therefrom and (ii) Frontier shall have delivered an Officer's Certificate certifying that such Subsidiary is an Excluded Subsidiary.

(c) The Administrative Agent shall promptly execute and deliver, at the Borrowers' expense to the extent required by Section 10.04, such documents as any Loan Party may reasonably request to evidence the release of the guaranty of such Guarantor provided herein.

(d) Each Guarantor will be automatically released and relieved of any obligations under its Guarantee of the Guaranteed Obligations upon the first date on which all of the Loans and Obligations then due and owing shall have been satisfied by payment in full in cash (other than contingent indemnification obligations) and the Commitments shall be terminated.

SECTION 10.

MISCELLANEOUS

Section 10.01 Notices.

(a) Subject to paragraph (b) below, all notices and other communications provided for herein or under any other Loan Document shall be in writing (including by facsimile or electronic mail), and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail or telecopy, as follows:

(i) if to the Borrowers and/or any Guarantor:

c/o Frontier Airlines, Inc.
4545 Airport Way

Denver, Colorado 80239
Attn: Howard Diamond, General Counsel
Email: ###,
with copies (which shall not constitute notice) to:

Walkers Fiduciary Limited
190 Elgin Avenue,
George Town,
Grand Cayman KY1-9008,
Cayman Islands

and

Latham & Watkins LLP
555 Eleventh Street NW, Suite 1000
Washington D.C. 20004
Attn: Benjamin Berman; Jen Kent
Email: ###; ###

(ii) if to the Administrative Agent, (A) with respect to any notice provided under Section 2, to it at: 388 Greenwich Street, New York, NY 10013, Attention of: Albert Mari, Jr., Senior Trust Officer; email: ###, ###, ###, ### or such other address as the Administrative Agent notifies the Borrowers and the Lenders in writing from time to time;

(iii) if to the Collateral Agent, to it at Citibank, N.A., 388 Greenwich Street, New York, NY 10013, Attention of: Albert Mari, Jr., Senior Trust Officer; email: ###, ###, ###, ### or such other address as the Collateral Agent notifies the Borrowers and the Lenders in writing from time to time; and

(iv) if to any Lender, to it at its address (or telecopy number) set forth in, (A) in the case of each initial Lender, in its administrative questionnaire in a form as the Administrative Agent may require and (B) in the case of any other Lender, its Assignment and Acceptance.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrowers may, in their reasonable discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications; *provided further* that no such approval shall be required for any notice delivered to the Administrative Agent by electronic mail pursuant to Section 2.13(a).

(c) Any party hereto may change its address, telecopy number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

Section 10.02 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) no Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by a Loan Party without such consent shall be null and void), *provided* that the foregoing shall not restrict any transaction permitted by Section 6.10, and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.02. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (d) of this Section 10.02) and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent, the Collateral Agent, the Depositary and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement; *provided further* that the Depositary shall be express third party beneficiaries of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender, in the ordinary course of business and in accordance with applicable law, may assign to one or more assignees (other than to any Defaulting Lender, Disqualified Institution or natural person) all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it), pursuant to an Assignment and Acceptance with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Administrative Agent; *provided* that no consent of the Administrative Agent shall be required for an assignment (I) if the assignee is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender, in each case so long as such assignee is an Eligible Assignee and (II) of Loans made pursuant to Section 2.18(b) or 2.26(a); and

(B) the Borrowers; *provided* that no consent of the Borrowers shall be required for an assignment (I) other than with respect to an assignment to any Defaulting Lender, Disqualified Institution or natural person, if an Event of Default under Section 7.01(b), 7.01(f), 7.01(g) or 7.01(o) has occurred and is continuing, (II) if the assignee is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender or (III) of Loans by the Arranger or any of its Affiliates as part of the primary syndication of the Loans (as determined by the Arranger) as previously consented to in writing (including by email) by the Borrowers, in each case so long as such assignee is an Eligible Assignee; *provided, further* that the Borrowers' consent to any assignment of Loans will be deemed given with respect to a proposed assignment if no response is received

within ten (10) Business Days after having received a written request from such Lender pursuant to this Section 10.02(b)(i)(B);

(ii) Assignments shall be subject to the following additional conditions:

(A) any assignment of any portion of the Commitment and Loans shall be made to an Eligible Assignee;

(B) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans, the amount of such Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000, and after giving effect to such assignment, the portion of the Loan or Commitment held by the assigning Lender of the same tranche as the assigned portion of the Loan or Commitment shall not be less than \$1,000,000, in each case, unless the Borrowers and the Administrative Agent otherwise consent; *provided*, that no consent of a Borrower shall be required with respect to such assignment if an Event of Default has occurred and is continuing; *provided further*, that any such assignment shall be in increments of \$500,000 in excess of the minimum amount described above;

(C) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(D) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of [***] (unless waived by the Administrative Agent in any given case) for the account of the Administrative Agent (except in the case of assignments made by or to the Arranger or any of its respective affiliates); and

(E) the assignee, if it was not a Lender immediately prior to such assignment, shall deliver to the Administrative Agent an administrative questionnaire in a form as the Administrative Agent may require.

For the purposes of this Section 10.02(b), the term "**Approved Fund**" shall mean, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of business and that is administered or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers or manages such Lender. Notwithstanding the foregoing, no Lender shall be permitted to make assignments under this Agreement to any Defaulting Lender, Disqualified Institution or natural person and any such assignment shall be void ab initio, except to the extent the Borrowers and the Administrative Agent have consented to such assignment in writing (in which case such Lender will not be

considered a Defaulting Lender, Disqualified Institution or natural person solely for that particular assignment).

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section 10.02, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.14, 2.16 and 10.04). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.02 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section 10.02.

(iv) The Administrative Agent, as agent for the Borrowers, shall maintain at its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and principal amount (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Loan Parties, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Borrower and any Lender (only with respect to such Lender's Loans), at any reasonable time and from time to time upon reasonable prior notice.

(v) Notwithstanding anything to the contrary contained herein no assignment may be made hereunder to any Defaulting Lender, Disqualified Institution or natural person or any of their respective subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (v). Any assignment by a Lender to any of the foregoing Persons described in this clause (v) shall be deemed null and void *ab initio* and the Register shall be modified to reflect a reversal of such assignment, and the Borrowers shall be entitled to pursue any remedy available to it (whether at law or in equity, including specific performance to unwind such assignment) against the Lender and such Person.

(vi) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment will be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Administrative Agent in an

aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrowers and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Borrowers, Administrative Agent and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Aggregate Exposure Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest will be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed administrative questionnaire in a form as the Administrative Agent may require (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in clause (b) of this Section 10.02 and any written consent to such assignment required by clause (b) of this Section 10.02, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register; *provided* that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.04, 8.04 or 10.04(d), the Administrative Agent shall have no obligation to accept such Assignment and Acceptance and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this clause (c).

(d) Any Lender may, without the consent of the Borrowers or the Administrative Agent, sell participations (other than to any Defaulting Lender, Disqualified Institution or natural person) to one or more banks or other entities (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (C) such Lender shall remain the holder of any such Loan for all purposes under this Agreement and the other Loan Documents and (D) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 10.08(a) that affects such Participant. Subject to Section 10.02(d), the Borrowers agree that each Participant shall be entitled to the benefits of (and the obligations

under) Sections 2.14 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.02(b). To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 8.08 as though it were a Lender, *provided* such Participant agrees to be subject to the requirements of Section 8.08 as though it were a Lender. Each Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrowers, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans or its other obligations under this Agreement or any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) or Proposed Section 1.163-5(b) of the United States Treasury Regulations (or, in each case, any amended, successor or final version). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender, the Loan Parties and the Administrative Agent shall treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary. Notwithstanding the foregoing, no Lender shall be permitted to sell participations under this Agreement to any Defaulting Lender, Disqualified Institution or natural person and any such participation shall be void ab initio, except to the extent that the Borrower has consented to such participation in writing (in which case such Lender will not be considered a Defaulting Lender, Disqualified Institution or natural person solely for that particular participation). Any attempted participation which does not comply with Section 10.02 shall be null and void. A Participant shall not be entitled to receive any greater payment under Section 2.14 or 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant and shall be subject to the terms of Section 2.18(a). The Lender selling the participation to such Participant shall be subject to the terms of Section 2.18(b) if such Participant requests compensation or additional amounts pursuant to Section 2.14 or 2.16. A Participant shall not be entitled to the benefits of Section 2.16 unless such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.16(f) as though it were a Lender.

(e) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender, and this Section 10.02 shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 10.02, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Loan Parties furnished to such Lender by or on behalf of any Loan Party; *provided* that prior to any such disclosure, each such assignee or participant or proposed assignee or participant provides to the

Administrative Agent its agreement in writing to be bound for the benefit of the Borrowers by either the provisions of Section 10.03 or other provisions at least as restrictive as Section 10.03.

Each Lender making an assignment to a Borrower acknowledges and agrees that in connection with such assignment, (1) such Borrower then may have, and later may come into possession of, information regarding the Loans or the Loan Parties that is not known to such Lender and that may be material to a decision by such Lender to assign the Loans ("**Excluded Information**"), (2) such Lender has independently and, without reliance on the Borrowers, the Administrative Agent or any of their respective Affiliates, made its own analysis and determination to enter into such assignment notwithstanding such Lender's lack of knowledge of the Excluded Information and (3) none of the Borrowers, the Administrative Agent, or any of their respective Affiliates shall have any liability to such Lender, and such Lender hereby waives and releases, to the extent permitted by law, any claims such Lender may have against the Borrowers, the Administrative Agent, and their respective Affiliates, under applicable laws or otherwise, with respect to the nondisclosure of the Excluded Information. Each Lender entering into such an assignment further acknowledges that the Excluded Information may not be available to the Administrative Agent or the other Lenders.

(h) No assignment or participation made or purported to be made to any assignee or Participant shall be effective without the prior written consent of a Borrower if it would require such Borrower to make any filing with any Governmental Authority or qualify any Loan under the laws of any jurisdiction, and such Borrower shall be entitled to request and receive such information and assurances as it may reasonably request from any Lender or any assignee or Participant to determine whether any such filing or qualification is required or whether any assignment or participation is otherwise in accordance with applicable law.

(i) In connection with any replacement of a Lender pursuant to Section 2.18, 2.26(a), 10.08(d) or other provision hereof (collectively, a "**Replaceable Lender**"), if any such Replaceable Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Acceptance reflecting such replacement within one (1) Business Day of the date on which the assignee Lender executes and delivers such Assignment and Acceptance to such Replaceable Lender, then such Replaceable Lender shall be deemed to have executed and delivered such Assignment and Acceptance without any action on the part of the Replaceable Lender

Section 10.03 Confidentiality. Each Lender and each Agent agrees to keep any information delivered or made available by (or on behalf of) any Loan Party to it confidential, in accordance with its customary procedures, from anyone other than Persons employed or retained by such Lender, Agent or their respective Affiliates who are or are expected to become engaged in evaluating, approving, structuring, insuring or administering the Loans, and who are advised by such Lender or Agent of the confidential nature of such information; *provided* that nothing herein shall prevent any Lender or Agent from disclosing such information (a) to any of its Affiliates and its and their respective agents, directors and advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential) or to any other Lender (*provided* that such Lender shall be responsible for such recipient's compliance with this Section

10.03), (b) upon the order of any court or administrative agency, (c) upon the request or demand of any regulatory agency or authority (including any self-regulatory authority), (d) which has been publicly disclosed other than as a result of a disclosure by any Agent or any Lender which is not permitted by this Agreement or other confidentiality obligations owed to Parent or any of its Subsidiaries, (e) in connection with any litigation to which any Agent, any Lender, or their respective Affiliates may be a party to the extent reasonably required under applicable rules of discovery, (f) to the extent reasonably required in connection with the exercise of any remedy hereunder or under any other Senior Secured Debt Document, (g) to such Lender's or Agent's legal counsel, independent auditors, accountants and other professional advisors, (h) on a confidential basis to (I) any rating agency in connection with rating Parent and its Subsidiaries or any Facility, (II) any direct or indirect provider of credit protection to such Lender or its Affiliates (or its brokers) (other than a Disqualified Institution or any other Person to whom the Borrowers have refused to consent to an assignment) (*provided* that such Lender shall be responsible for such recipient's compliance with this Section 10.03) and (III) market data collectors, similar services providers to the lending industry, and service providers to the Agents and the Lenders after the Closing Date and in connection with the administration and management of the Facility (*provided* that such information is limited to the existence of this Agreement and information about the Facility that is customarily shared for facilities of this type), (i) with the prior consent of the Borrowers, (j) to any actual or proposed participant or assignee of all or part of its rights hereunder (other than a Disqualified Institution or any other Person to whom the Borrowers have refused to consent to an assignment) or to any direct or indirect contractual counterparty (or the legal counsel, independent auditors, accountants and other professional advisors thereto) to any swap or derivative transaction relating to the Borrowers and their obligations, in each case, subject to the proviso in Section 10.02(f) (with any reference to any assignee or participant set forth in such proviso being deemed to include a reference to such contractual counterparty for purposes of this Section 10.03(j)), (k) to the extent that such information is received by such Lender or Agent from a third party that is not, to such Lender's or Agent's knowledge, subject to confidentiality obligations to a Borrower or any of its Affiliates, (l) to the extent that such information is independently developed by such Lender or Agent and (m) to the extent required, or otherwise contemplated, by this Agreement or any other Senior Secured Debt Document. If any Lender or Agent is in any manner requested or required to disclose any of the information delivered or made available to it by any Loan Party under clause (b) or (e) of this Section 10.03, such Lender or Agent will, to the extent permitted by law, provide the Loan Parties with prompt notice, to the extent reasonable, so that the Loan Parties may seek, at their sole expense, a protective order or other appropriate remedy or may waive compliance with this Section 10.03.

Section 10.04 Expenses; Indemnity; Damage Waiver.

(a) (i) The Borrowers shall, jointly and severally, pay or reimburse:

(1) all reasonable fees and reasonable and documented out-of-pocket expenses of the Administrative Agent, the Collateral Agent, the Depositary and the Arranger (in the case of legal counsel and other advisors, limited to the reasonable fees, disbursements and other charges of (i) Milbank LLP, special counsel to the Administrative Agent,

special counsel to the Collateral Agent and the Depositary, (ii) local counsel in each material jurisdiction and (iii) other advisors that are approved by the Borrowers so long as no Event of Default has occurred or is continuing) associated with the syndication of the Facility and the preparation, execution, delivery and administration of the Loan Documents and the performance of its duties hereunder and thereunder and (in the case of the Administrative Agent) any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), including the reasonable fees and out-of-pocket, documented expenses of one outside counsel for the Administrative Agent with respect thereto and one outside counsel for the Collateral Agent and the Depositary collectively, and with respect to advising the Administrative Agent as to its rights and remedies under this Agreement (and, in the case of an actual or perceived conflict of interest or potential conflict of interest no more than the number of additional law firms as counsel for the various parties as is necessary to avoid any such actual or potential conflict of interest);

(2) in connection with any enforcement of the Loan Documents, all reasonable and documented fees and out-of-pocket expenses of the Administrative Agent, the Collateral Agent, the Depositary and the Lenders (limited to the reasonable fees, disbursements and other charges of (x) in the case of legal counsel, one outside counsel for the Administrative Agent, and one outside counsel for the Lenders, collectively, and one outside counsel for the Collateral Agent, collectively, and if necessary regulatory and local counsel in each material jurisdiction and, in the case of an actual or perceived conflict of interest or potential conflict of interest no more than the number of additional law firms as counsel for the various parties as is necessary to avoid any such actual or potential conflict of interest and (y) other advisors); and

(3) all reasonable, documented, out-of-pocket costs, expenses, taxes, assessments and other charges (including the reasonable fees, disbursements and other charges of counsel for the Administrative Agent and the Collateral Agent) incurred by the Administrative Agent and the Collateral Agent in connection with any filing, registration, recording or perfection of any security interest contemplated by any Loan Document or incurred in connection with any release or addition of Collateral after the Closing Date.

(ii) All payments or reimbursements pursuant to the foregoing ~~clause (a)~~(i) shall be paid within thirty (30) days of written demand together with back-up documentation supporting such reimbursement request.

(b) The Borrowers shall, jointly and severally, indemnify each Agent, each Arranger, each Lender and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (limited in the case of legal fees and expenses, to one (1) outside counsel (and, if necessary, one regulatory counsel and one firm of local counsel in each appropriate jurisdiction) to all Indemnities, taken as a whole (and, in the case of an actual or perceived conflict of interest, an additional counsel to all such similarly situated affected Indemnities)) arising out of, in connection with, or as a result of any actual or prospective claim, litigation, investigation or proceeding (including any investigating, preparing

for or defending any such claims, actions, suits, investigations or proceedings, whether or not in connection with pending or threatened litigation in which such Indemnitee is a party), whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto and whether or not any such claim, litigation, investigation or proceeding is brought by any Borrower, its equity holders, its Affiliates, its creditors or any other Person, relating to (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any Loan or the use of the proceeds therefrom, or (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by Parent or any of its Subsidiaries, or any Environmental Liability related in any way to, or asserted against, Parent or any of its Subsidiaries; provided that the foregoing indemnity will not, as to any Indemnitee (or any of its Related Parties), be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of, or material breach of funding obligations under this Agreement by, such Indemnitee (or of any of its Related Parties), and in such case such Indemnitee (and its Related Parties) shall repay the applicable Borrower the amount of any expenses previously reimbursed by such Borrower in connection with any such loss, claims, damages, expenses or liability to such Indemnitee and, to the extent not repaid by any of them, such Indemnitee's Related Parties not a party to this Agreement or (y) result from any proceeding between or among Indemnities that does not involve an action or omission by any Borrower or its Affiliates (other than claims against any Indemnitee in its capacity or in fulfilling its role as an Agent, trustee, and Arranger or any other similar role under the Facility (excluding its role as a Lender)). This Section 10.04(b) shall not apply with respect to Taxes other than Taxes that represent losses or damages arising from any non-Tax claim. Neither the Borrowers nor any Indemnitee shall be liable for any indirect, special, punitive or consequential damages hereunder; provided that nothing contained in this sentence shall limit any Borrower's indemnity or reimbursement obligations under this Section 10.04 to the extent such indirect, special, punitive or consequential damages are included in any third party claim in connection with which such Indemnitee is entitled to indemnification hereunder.

(c) In case any action or proceeding shall be brought or asserted against an Indemnitee in respect of which indemnity may be sought against the Borrowers under the provisions of any Loan Document, such Indemnitee shall promptly notify the Borrowers in writing and the Borrowers shall, if the Borrowers desire to do so, assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnitee but only if (i) no Event of Default shall have occurred and be continuing, (ii) such action or proceeding does not involve any risk of criminal liability or material risk of material civil money penalties being imposed on such Indemnitee and (iii) the Indemnities do not notify the Borrowers in writing that they elect to employ separate counsel at the expense of the Borrowers in accordance with the below. The Borrowers shall not enter into any settlement of any action or proceeding unless such settlement (x) includes an unconditional release of such Indemnities from all liability or claims that are the subject matter of such action or proceeding and (y) does not include any statement as to fault or culpability. The failure to so notify the Borrowers shall not affect any

obligations the Borrowers may have to such Indemnitee under the Loan Documents or otherwise other than to the extent that the Borrowers are materially adversely affected by such failure. The Indemnitees shall have the right to employ separate counsel in such action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Indemnitees unless: (i) the Borrowers have agreed to pay such fees and expenses, (ii) the Borrowers have failed to assume the defense of such action or proceeding and employ counsel reasonably satisfactory to the Indemnitees or (iii) the Indemnitees shall have been advised in writing by counsel that under prevailing ethical standards there may be a conflict between the positions of any Borrower and the Indemnitees in conducting the defense of such action or proceeding or that there may be legal defenses available to the Indemnitees different from or in addition to those available to the Borrowers, in which case, if the Indemnitees notify the Borrowers in writing that they elect to employ separate counsel at the expense of the Borrowers, the Borrowers shall not have the right to assume the defense of such action or proceeding on behalf of the Indemnitees; provided, however, that the Borrowers shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be responsible hereunder for the reasonable fees and expenses of more than one such firm of separate counsel for the Collateral Agent, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in addition to any regulatory counsel and any local counsel. The Borrowers shall not be liable for any settlement of any such action or proceeding effected without the written consent of the Borrowers (which shall not be unreasonably withheld or delayed).

(d) To the extent that the Borrowers fail to pay any amount required to be paid by it to the Administrative Agent or the Collateral Agent under paragraph (a), (b) or (c) of this Section 10.04, each Lender severally agrees to pay to the Administrative Agent or the Collateral Agent such portion of the unpaid amount equal to such Lender's Aggregate Exposure Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent or the Collateral Agent in its capacity as such.

(e) To the extent permitted by applicable law, each party hereto shall not assert, and hereby waives, any claim against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions or any Loan or the use of the proceeds thereof; *provided* that nothing in this clause (e) shall relieve any party of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

Section 10.05 Governing Law; Jurisdiction; Consent to Service of Process

(a) This Agreement and any claims, controversy, dispute, or cause of action (whether in contract, tort, or otherwise and whether at law or in equity) based upon, arising out

of, or relating to this Agreement and the transactions contemplated hereby and thereby and, unless otherwise specified therein, each other Loan Document shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding (whether in contract, tort, or otherwise and whether at law or in equity) arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding (whether in contract, tort, or otherwise and whether at law or in equity) may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall, to the extent permitted by law, be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in Section 10.05(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(e) Each of the SPV Parties hereby irrevocably appoints Frontier (in the manner provided for notices in Section 10.01) as its true and lawful attorney in fact in its name, place and stead (as well as that of its respective successors and assigns) to accept service of any and all such writs, process and summonses, and agrees that the failure of Frontier to give any notice of any such service of process to it shall not impair or affect the validity of such service or of any judgment based thereon.

Section 10.06 No Waiver. No failure on the part of any Agent or any of the Lenders to exercise, and no delay in exercising, any right, power or remedy hereunder or any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 10.07 Extension of Maturity. Should any payment of principal of or interest or any other amount due hereunder become due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, in the case of principal, interest shall be payable thereon at the rate herein specified during such extension.

Section 10.08 Amendments, Etc.

(a) Except as set forth in Section 2.09 and Section 2.27 or as otherwise set forth in this Agreement, no modification, amendment or waiver of any provision of this Agreement or any Collateral Document (other than any Account Control Agreement, the Security Agreement and the Frontier Security Agreement, each of which may be amended in accordance with its terms), and no consent to any departure by any Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrowers and the Required Lenders (or signed by the Administrative Agent or the Collateral Agent with the consent of the Required Lenders), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given; *provided, however*, that no such modification or amendment shall without the prior consent of:

(i) each Lender directly and adversely affected thereby (A) increase the Commitment of such Lender or extend the termination date of the Commitment of such Lender (it being understood that a waiver of any Default, Event of Default or mandatory repayment required under this Agreement shall not constitute an increase in or extension of the termination date of the Commitment of a Lender), (B) reduce the principal amount or premium, if any, of any Loan, or the rate of interest payable thereon (*provided* that only the consent of the Required Lenders shall be necessary for a waiver of Default Interest referred to in Section 2.08) or (C) extend any scheduled date for the payment of principal, interest or Fees hereunder or to reduce such percentage of any Fees payable hereunder or extend the scheduled final maturity of the Borrowers' obligations hereunder;

(ii) all of the Lenders (A) amend or modify any provision of this Agreement which provides for the unanimous consent or approval of the Lenders to reduce such percentage or (B) release all or substantially all of the Liens granted to the Collateral Agent hereunder or under any other Collateral Document (except to the extent contemplated hereby or by the terms of a Collateral Document), or release all or substantially all of the Guarantors (except to the extent contemplated by Section 9.05);

(iii) the Instructing Group (A) for the release of liens on Collateral (other than as permitted hereunder or under any Loan Document), (B) to release any guarantees of this Facility (other than as permitted hereunder or under any Loan Document), (other than as permitted under this Agreement), (C) for any shortening or subordinating of term or reduction in liquidated damages under any IP License or (D) subordinate the Loans to any other obligations of the Loan Parties;

(iv) in connection with an amendment expressly permitted hereunder that addresses solely a repricing transaction in which any Class of Commitments and/or Loans is refinanced with a replacement Class of Commitments and/or Loans bearing (or is modified in such a manner such that the resulting

Commitments and/or Loans bear) a lower effective yield, any Lender holding Commitments and/or Loans subject to such permitted repricing transaction that will continue as a Lender in respect of the repriced Class of Commitments and/or Loans or modified Class of Commitments and/or Loans;

(v) the applicable Required Class Lenders in connection with an amendment to Section 2.10, Section 2.17, Section 4.02 or the last paragraph of Section 7.01 that directly and materially adversely affect the rights of Lenders holding Commitments or Loans of one Class differently from the rights of Lenders holding Commitments or Loans of any other Class;

(vi) all Lenders under any Class, change the application of prepayments as among or between Classes under Section 2.12 which is being allocated a lesser repayment or prepayment as a result thereof (it being understood that if additional Classes of Loans or additional Loans under this Agreement consented to by the Required Lenders or additional Loans permitted hereby are made, such new Loans may be included on a pro rata basis in the various prepayments required pursuant to Section 2.12); and

(vii) all Lenders, reduce the percentage specified in the definition of "Required Lenders" or "Required Class Lenders" or otherwise amend this Section 10.08 in a manner that has the effect of changing the number or percentage of Lenders that must approve any modification, amendment, waiver or consent;

provided, further, that any Collateral Document may be amended, supplemented or otherwise modified with the consent of the applicable Grantor and the Collateral Agent, as applicable, (i) to add assets (or categories of assets) to the Collateral covered by such Collateral Document or (ii) to remove any asset or type or category of asset (including after-acquired assets of that type or category) from the Collateral covered by such Collateral Document to the extent being or having been sold or transferred to the extent the release thereof is permitted by the Loan Documents.

Any such waiver and any such amendment, supplement or modification shall apply equally to each of the affected Lenders and shall be binding upon the Borrowers, the other Loan Parties, such Lenders, the Administrative Agent, the Collateral Agent and all future holders of the affected Loans. In the case of any waiver, the Borrowers, the other Loan Parties, the Lenders, the Administrative Agent and the Collateral Agent shall be restored to their former positions and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing, it being understood that no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. In connection with the foregoing provisions, the Administrative Agent may, but shall have no obligations to, with the concurrence of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender.

The Lenders hereby irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released (i) upon the sale or other disposition of such Collateral (including as part of or in connection with any other sale or

other disposition permitted hereunder) to any Person other than another Loan Party, to the extent such sale or other disposition is made in compliance with the terms of this Agreement and the Collateral Documents (and the Collateral Agent shall rely conclusively on a certificate and/or opinion of counsel to that effect provided to it by any Loan Party, including upon its reasonable request without further inquiry), (ii) to the extent such Collateral is comprised of property leased to a Loan Party (other than the Parent and Frontier Airlines Holdings), upon termination or expiration of such lease, (iii) if the release of such Lien is approved, authorized or ratified in writing by the Instructing Group, (iv) to the extent the property constituting such Collateral is owned by any Guarantor (other than the Parent and Frontier Airlines Holdings), upon the release of such Guarantor from its obligations under the applicable Guarantee (in accordance with the second following sentence), (v) as required to effect any sale or other disposition of Collateral in connection with any exercise of remedies of the Collateral Agent pursuant to the Collateral Documents and (vi) if such assets become Excluded Property. Any such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those being released) upon (or obligations (other than those being released) of the Loan Parties in respect of) all interests retained by the Loan Parties (other than the Parent and Frontier Airlines Holdings), including the proceeds of any sale, all of which shall continue to constitute part of the Collateral except to the extent otherwise released in accordance with the provisions of the Loan Documents. The Lenders hereby authorize the Administrative Agent and the Collateral Agent, as applicable, to, and the Administrative Agent and the Collateral Agent agree to, promptly execute and deliver any instruments, documents, and agreements necessary or desirable or reasonably requested by the Borrowers to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender.

Notwithstanding anything herein to the contrary, the Loan Documents may be amended to (i) add syndication or documentation agents and make customary changes and references related thereto, (ii) if applicable, add or modify "parallel debt" language in any jurisdiction in favor of the Collateral Agents and (iii) make the GoWild! Contribution, in each case under (i), (ii) and (iii), with the consent of only the Borrowers, the Administrative Agent and in the case of clause (ii), the applicable Collateral Agent.

Notwithstanding anything in this Agreement (including, without limitation, this Section 10.08) or any other Loan Document to the contrary, (i) this Agreement and the other Loan Documents may be amended to effect an extension facility in accordance with this Section 10.08 or Section 2.28, respectively, and the Administrative Agent and the Borrowers may effect such amendments to this Agreement and the other Loan Documents without the consent of any other party as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the terms of any such extension facility; (ii) no Lender consent is required to effect any amendment or supplement to any Intercreditor Agreement or other intercreditor agreement or arrangement permitted under this Agreement that is for the purpose of adding the holders of any Indebtedness as expressly contemplated by the terms of such Intercreditor Agreement or such other intercreditor agreement or arrangement permitted under this Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to the applicable intercreditor agreement as, in the good faith determination of the Administrative Agent with the consent of the Borrowers, are required to effectuate the foregoing); *provided, further*, that no such agreement shall amend,

modify or otherwise directly and adversely affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder or under any other Loan Document (which shall include any such amendment or modification to Section 2.10(b)) or under any other Loan Document without its prior written consent; (iii) any provision of this Agreement or any other Loan Document (including, for the avoidance of doubt, any exhibit, schedule or other attachment to any Loan Document) may be amended by an agreement in writing entered into by the Borrowers and the Administrative Agent to (x) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrowers), (y) effect administrative changes of a technical or immaterial nature and (z) correct or cure any incorrect cross references or similar inaccuracies and such amendment shall be deemed approved by the Lenders if the Lenders shall have received at least five (5) Business Days' prior written notice of such change and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment; and (iv) guarantees, collateral documents and related documents executed by the Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with any other Loan Document, entered into, amended, supplemented or waived, without the consent of any other Person, by the applicable Loan Party or Loan Parties and the Administrative Agent or the Collateral Agent in its or their respective sole discretion, to (A) effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Senior Secured Parties, in any property or so that the security interest therein comply with applicable requirements of law, (B) as required by local law or advice of counsel to give effect to, or protect any security interest for the benefit of the Senior Secured Parties, in any property or so that the security interests therein comply with applicable requirements of law, or (C) to cure ambiguities, omissions, mistakes or defects (as reasonably determined by the Administrative Agent and the Borrowers) or to cause such guarantee, collateral or security document or other document to be consistent with this Agreement and the other Loan Documents.

Notwithstanding anything in this Agreement or any Collateral Document to the contrary, the Administrative Agent may, in its sole discretion, direct the Collateral Agent, to grant extensions of time for the satisfaction of any of the requirements under Sections 4.03, 5.13, 5.15, 5.18(g) and 5.19(d) and/or any Collateral Documents or Contribution Agreements in respect of any particular Collateral or any particular Subsidiary. The Collateral Agent shall not be required to exercise any discretionary rights or remedies hereunder or give any consent hereunder unless, subject to the other terms and provisions of this Agreement, it shall have been expressly directed to do so in writing as set forth in the immediately preceding sentence.

(b) Promptly after execution of any amendment or modification to this Agreement, any Collateral Document or any other Loan Document to which the Collateral Agent is a party, the Borrowers shall provide a copy of such executed amendment or modification to the Collateral Agent, as applicable.

(c) No notice to or demand on any Loan Party shall entitle any Loan Party to any other or further notice or demand in the same, similar or other circumstances. Each assignee under Section 10.02(b) shall be bound by any amendment, modification, waiver, or consent

authorized as provided herein, and any consent by a Lender shall bind any Person subsequently acquiring an interest on the Loans held by such Lender. No amendment to this Agreement shall be effective against any Loan Party unless signed by the Borrowers.

(d) Notwithstanding anything to the contrary contained in Section 10.08(a) or elsewhere, (i) in the event that the Borrowers request that (A) this Agreement be modified or amended in a manner which would require the unanimous consent of all of the Lenders or all Lenders of a Class or the consent of all Lenders (or all Lenders of a Class) directly and adversely affected thereby and, in each case, such modification or amendment is agreed to by the Required Lenders (or at least 50% of the directly and adversely affected Lenders) or Required Class Lenders (or at least 50% of the directly and adversely affected Lenders of such Class) or (B) the maturity of any Class of Loans be extended pursuant to Section 2.28, then the Borrowers may (1) replace any applicable non-consenting Lender (each a “**Non-Consenting Lender**”) or any non-extending Lender (each a “**Non-Extending Lender**”), as applicable, in accordance with an assignment pursuant to Section 10.02 (and such Non-Consenting Lender or Non-Extending Lender shall reasonably cooperate in effecting such assignment) or (2) repay such Lender on a non pro rata basis; *provided that* (x) such amendment or modification can be effected as a result of the assignment contemplated by such Section (together with all other such assignments required by the Borrowers to be made pursuant to this clause (i)) and (y) such Non-Consenting Lender or Non-Extending Lender shall have received payment of an amount equal to the outstanding principal amount of its Loans, accrued interest thereon, accrued Fees and all other amounts due and payable to it under this Agreement from the applicable assignee or the Borrowers and (ii) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased or extended without the consent of such Lender (it being understood that the Commitment and the outstanding Loans or other extensions of credit held or deemed held by any Defaulting Lender shall be excluded for a vote of the Lenders hereunder requiring any consent of the Lenders).

Section 10.09 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 10.10 Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 10.11 Survival. All covenants, agreements, representations and warranties made by the Loan Parties herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Cash Trap Event or Event of Default or incorrect representation or warranty at the time

any credit is extended hereunder. The provisions of Sections 2.14, 2.15, 2.16, 10.04, 10.22 and Section 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments, the termination of this Agreement or any provision hereof, or the resignation or removal of any Agent.

Section 10.12 Execution in Counterparts; Integration; Effectiveness This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic .pdf copy shall be effective as delivery of a manually executed counterpart of this Agreement. Notwithstanding anything contained herein to the contrary, the Collateral Agent is not under any obligation to accept an electronic .pdf copy unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it. The Collateral Agent shall not have a duty to inquire into or investigate the authenticity or authorization of any such electronic signature and both shall be entitled to conclusively rely on any such electronic signature without any liability with respect thereto. The words "execution," "signed," "signature," and words of like import in this Agreement or any other Loan Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.13 USA Patriot Act Each Lender that is subject to the requirements of the Patriot Act hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify each Loan Party in accordance with the Patriot Act. In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering (for purposes of this Section 10.13, "Applicable Law"), the Collateral Agent is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Collateral Agent. Accordingly, subject to the terms of any binding confidentiality restrictions or limitations imposed by Applicable Law, each of the parties agrees to provide to the Collateral Agent promptly following its reasonable request from time to time such customary and reasonably available identifying information and documentation

as may be available for such party in order to enable the Collateral Agent to comply with Applicable Law.

Section 10.14 New Value. It is the intention of the parties hereto that any provision of Collateral by a Grantor as a condition to, or in connection with, the making of any Loan hereunder, shall be made as a contemporaneous exchange for new value given by the Lenders to the Borrowers.

Section 10.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.15.

Section 10.16 No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Borrowers, their stockholders and/or their affiliates. Each Borrower agrees that nothing in the Loan Documents or otherwise related to the Transactions will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrowers, their stockholders or their affiliates, on the other hand. The parties hereto (other than the Collateral Agent) acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other hand, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Borrower, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Borrower, its stockholders or its affiliates on other matters) or any other obligation to any Borrower except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Borrower, its management, stockholders, affiliates, creditors or any other Person. Each Borrower acknowledges and agrees that such Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Borrower agrees that it will not claim that any Lender or the Collateral Agent has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Borrower, in connection with such transaction or the process leading thereto.

Section 10.17 CFC or a FSHCO Provisions. Notwithstanding any term of any Loan Document, no loan or other obligation of any Borrower, under any Loan Document, may be, directly or indirectly (including by application of any payments made by or amounts received or recovered from any CFC or FSHCO):

- (i) guaranteed by a CFC or a FSHCO or a Subsidiary of a CFC or FSHCO;
- (ii) secured by any assets of a CFC or FSHCO (including any CFC or FSHCO equity interests held directly or indirectly by a CFC or FSHCO); or
- (iii) secured by a pledge or other security interest in excess of 65% of the voting equity interests of any CFC or FSHCO.

Section 10.18 [Reserved].

Section 10.19 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 10.20 Certain ERISA Matters.

- (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender

party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, each party to this Agreement, each Arranger and their respective Affiliates, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans and this Agreement; or

(iii) (A) such Lender is an investment fund managed by a **‘Qualified Professional Asset Manager’** (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans and this Agreement.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of each party to this Agreement, each Arranger and their respective Affiliates, that, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 10.21 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, **“QFC Credit Support”** and

each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

Section 10.22 Limited Recourse: Non-Petition. Notwithstanding any other provision of this Agreement or any other document to which it may be a party, the obligations of each SPV Party from time to time and at any time hereunder are limited recourse obligations of such SPV Party and are payable solely from the assets thereof available at such time and amounts derived therefrom and following realization of the assets of such SPV Party, and application of the Proceeds (as defined in the UCC) (including proceeds of assets upon which a Lien was purported to be granted) thereof in accordance with this Agreement, all obligations of and any remaining claims against such SPV Party hereunder or in connection herewith after such realization shall be extinguished and shall not thereafter revive. No recourse shall be had against any officer, director, employee, shareholder, administrator or incorporator of the SPV Parties or their respective successors or assigns for any amounts payable hereunder. Notwithstanding any other provision of this Agreement, no Person may, prior to the date which is one year (or if longer, any applicable preference period) and one day after the Discharge of Senior Secured Debt Obligations, institute against, or join any other Person in instituting against, the SPV Parties any bankruptcy, winding up, reorganization, arrangement, insolvency, moratorium, restructuring or liquidation (including provisional liquidation) proceeding, or other proceedings under Cayman Islands, U.S. federal or state bankruptcy or similar laws. Nothing in this Section 10.22 shall preclude, or be deemed to estop, the parties hereto (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or insolvency or liquidation proceeding voluntarily filed or commenced by any SPV Party or (B) any involuntary insolvency or

liquidation proceeding filed or commenced by any other Person, or (ii) from commencing against any SPV Party or any of its property any legal action which is not an insolvency, bankruptcy, winding up, reorganization, arrangement, moratorium, restructuring or liquidation (including provisional liquidation) proceeding. It is understood that the foregoing provisions of this Section shall not (x) prevent recourse to the assets of the SPV Parties (including the Collateral and sums due or to become due under any security, instrument or agreement which is part of the Collateral) or (y) constitute a waiver, release or discharge of any Indebtedness or obligation secured hereby until all assets of SPV Parties (including the Collateral and sums due or to become due under any security, instrument or agreement which is part of the Collateral) have been realized. It is further understood that the foregoing provisions of this Section shall not limit the right of any Person to name any SPV Party as a party defendant in any proceeding or in the exercise of any other remedy hereunder, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against any such Persons.

Section 10.23 GoWild! Contribution. Within 30 days of the earlier of (a) the aggregate amount of the annual revenues of GoWild! exceed [***] (calculated on last four quarters basis, beginning from July 1, 2024) and (b) the aggregate amount of the annual revenues of GoWild! exceed those of the Discount Den Program (calculated on last four quarters basis, beginning from July 1, 2024), Frontier shall contribute GoWild! to the Collateral, by, including but not limited to, contributing the related Intellectual Property, depositing GoWild! revenues into the Collection Account, designating GoWild! as a "Loyalty Program", and otherwise incorporating the GoWild! program into the Facility in the same manner as the Loyalty Programs that form part of the Collateral on the Closing Date (the "**GoWild! Contribution**").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

BORROWERS:

Executed as a deed on behalf of:

FRONTIER BRAND INTELLECTUAL PROPERTY, LTD., a Cayman Islands
exempted company with limited liability

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Director

in the presence of:

/s/ Shannon Muir

Name: Shannon Muir

Title: Sr. Manager, Corporate Contracts & Licensing

[REVOLVING LOAN AND GUARANTY AGREEMENT]

Executed as a deed on behalf of:

FRONTIER LOYALTY PROGRAMS, LTD., a Cayman Islands exempted company
with limited liability

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Director

in the presence of:

/s/ Shannon Muir

Name: Shannon Muir

Title: Sr. Manager, Corporate Contracts & Licensing

[REVOLVING LOAN AND GUARANTY AGREEMENT]

FRONTIER AIRLINES, INC., a Colorado corporation

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Executive Vice President, Legal and Corporate Affairs; Corporate Secretary

[REVOLVING LOAN AND GUARANTY AGREEMENT]

FRONTIER GROUP HOLDINGS, INC., a Delaware corporation

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Executive Vice President, Legal and Corporate Affairs; Corporate Secretary

[REVOLVING LOAN AND GUARANTY AGREEMENT]

FRONTIER AIRLINES HOLDINGS, INC., a Delaware corporation

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Executive Vice President, Legal and Corporate Affairs; Corporate Secretary

[REVOLVING LOAN AND GUARANTY AGREEMENT]

Executed as a deed on behalf of:

FRONTIER FINANCE 1, LTD., a Cayman Islands exempted company with limited liability

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Director

in the presence of:

/s/ Shannon Muir

Name: Shannon Muir

Title: Sr. Manager, Corporate Contracts & Licensing

[REVOLVING LOAN AND GUARANTY AGREEMENT]

Executed as a deed on behalf of:

FRONTIER FINANCE 2, LTD., a Cayman Islands exempted company with limited liability

By: /s/ Howard M. Diamond

Name: Howard M. Diamond

Title: Director

in the presence of:

/s/ Shannon Muir

Name: Shannon Muir

Title: Sr. Manager, Corporate Contracts & Licensing

[REVOLVING LOAN AND GUARANTY AGREEMENT]

CITIBANK, N.A.,
as Administrative Agent

By: /s/ Albert Mari, Jr.
Name: Albert Mari, Jr
Title: Senior Trust Officer

[REVOLVING LOAN AND GUARANTY AGREEMENT]

CITIBANK, N.A., as a Lender

By: /s/ Michael Leonard
Name: Michael Leonard
Title: VP

[REVOLVING LOAN AND GUARANTY AGREEMENT]

BARCLAYS BANK PLC, as a Lender

By: /s/ Charlene Saldanha
Name: Charlene Saldanha
Title: Vice President

[REVOLVING LOAN AND GUARANTY AGREEMENT]

MORGAN STANLEY SENIOR FUNDING, INC., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Vice President

[REVOLVING LOAN AND GUARANTY AGREEMENT]

CITIBANK, N.A., as Collateral Agent

By: /s/ Albert Mari, Jr.

Name: Albert Mari, Jr.

Title: Senior Trust Officer

[REVOLVING LOAN AND GUARANTY AGREEMENT]

Annex A – Lenders and Commitments

EXHIBIT A
to Revolving Loan and Guaranty Agreement

FORM OF COLLATERAL AGENCY AND ACCOUNTS AGREEMENT

[See Attached]

EXHIBIT B
to Revolving Loan and Guaranty Agreement

FORM OF INSTRUMENT OF ASSUMPTION AND JOINDER
TO REVOLVING LOAN AND GUARANTY AGREEMENT

ASSUMPTION AND JOINDER AGREEMENT, dated as of [] (the “**Assumption Agreement**”), made by [] a [Insert State of Organization] [exempted company incorporated with limited liability, corporation, limited partnership or limited liability company] (the “**Company**”) for the benefit of the Secured Parties (as such term is defined in that certain Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the “**Credit Agreement**”)), among Frontier Brand Intellectual Property, Ltd. (“**Brand IP Borrower**”), Frontier Loyalty Programs, Ltd. (“**Loyalty IP Borrower**” and together with Brand IP Borrower, the “**Borrowers**”), Frontier Airlines, Inc. (“**Frontier**”), Frontier Airlines Holdings, Inc. (“**Frontier Airlines Holdings**”), Frontier Group Holdings, Inc. (the “**Parent**”, and together with Frontier and Frontier Airlines Holdings, the “**Parent Guarantors**”), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the “**Lenders**”), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Credit Agreement.

W I T N E S E T H:

The Company is a [Insert Jurisdiction of Organization] [exempted company incorporated with limited liability, corporation, limited partnership or limited liability company], and is a Subsidiary of Parent. Pursuant to Section 5.13 of the Credit Agreement, the Company is required to execute this document.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company hereby agrees as follows:

SECTION 1. Assumption and Joinder. The Company hereby agrees to perform and observe each and every one of the covenants and agreements and hereby assumes the obligations and liabilities of [(i)] a Guarantor under the Credit Agreement applicable to the Company as a Guarantor thereunder[and (ii) an SPV Party under the Credit Agreement applicable to the Company as an SPV Party thereunder].¹ By virtue of the foregoing, the Company hereby accepts and assumes any liability of [(x)] a Guarantor related to each representation or warranty, covenant or obligation made by a Guarantor in the Credit Agreement, and hereby expressly affirms in all material respects, as of the date hereof, each of such representations, warranties, covenants

¹ **Note to Preparer:** Include if the Company is a SPV Party.

and obligations as they apply to the Company[and (y) an SPV Party related to each representation or warranty, covenant or obligation made by a SPV Party in the Credit Agreement, and hereby expressly affirms in all material respects, as of the date hereof, each of such representations, warranties, covenants and obligations as they apply to the Company],² in each case, except to the extent that such representation or warranty, covenant or obligation expressly relates to an earlier date (in which event such representation or warranty, covenant or obligation is affirmed in all material respects as of such earlier date).

(a) Guarantee.

(i) All references to the term "**Guarantor**" in the Credit Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company, in each case as of and after the date hereof.

(ii) The Company, as Guarantor, as of the date hereof, hereby joins in and agrees to be bound by each and all of the provisions of the Credit Agreement as a Guarantor thereunder, including without limitation, Section 9 thereof, and each other Transaction Document that is applicable to the Guarantors with the same force and effect as if originally referred to therein as a Guarantor.

[(b) SPV Party.

(i) All references to the term "**SPV Party**" in the Credit Agreement, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the Company as of and after the date hereof.

(ii) The Company, as an SPV Party, as of the date hereof, hereby joins in and agrees to be bound by each and all of the provisions of the Credit Agreement and each other Transaction Document that is applicable to the SPV Parties with the same force and effect as if originally referred to therein as an SPV Party.]³

SECTION 2. Representations and Warranties. The Company hereby represents and warrants to the Administrative Agent and the Secured Parties as follows as of the date first above written:

(a) The Company has the requisite [corporate, company, partnership or limited liability company] power and authority to enter into this Assumption Agreement and to perform its obligations hereunder and under the Loan Documents to which it is a party. The execution, delivery and performance of this Assumption Agreement by the Company and the performance of its obligations hereunder and under the Loan Documents to which it is a party, have been duly authorized by all necessary [corporate,

² **Note to Preparer:** Include if the Company is a SPV Party.

³ **Note to Preparer:** Include if the Company is a SPV Party.

company, partnership or limited liability company] action, including the consent of shareholders, partners or members where required. This Assumption Agreement has been duly executed and delivered by the Company. This Assumption Agreement and the Loan Documents to which it is a party each constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) [The Company has delivered or has caused to be delivered to the Administrative Agent and the Collateral Agent all Collateral Documents required to be delivered with respect to the Company pursuant to Section 5.13 of the Credit Agreement].⁴

SECTION 3. Binding Effect. This Assumption Agreement shall be binding upon the Company and shall inure to the benefit of the Secured Parties and their respective permitted successors and assigns.

SECTION 4. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Assumption Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or .pdf electronic transmission shall be deemed to be an original signature thereto. The words "execution," "signed," "signature," and words of like import in this Assumption Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

⁴ **Note to Preparer:** Include to the extent that the Company intends to pledge collateral contemporaneous with the delivery of this Assumption Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

[NAME OF COMPANY]

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:
Citibank, N.A.
as Administrative Agent

By: ____
Name:
Title:

FORM OF ASSIGNMENT AND ACCEPTANCE

This Assignment and Acceptance (the “**Assignment and Acceptance**”) is dated as of the Effective Date set forth below and is entered into between the Assignor named below (the “**Assignor**”) and the Assignee named below (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Revolving Loan and Guaranty Agreement identified below (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the “**Credit Agreement**”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent below, (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Facility identified below (including any guarantees included in such Facility) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty by the Assignor.

Assignor: _____

Assignee: _____

[and is an Affiliate/Approved Fund of [identify Lender⁵]]

Borrowers: Frontier Brand Intellectual Property, Ltd. and Frontier Loyalty Programs, Ltd.

Administrative Agent: Citibank, N.A., as administrative agent under the Credit Agreement

Credit Agreement: The Revolving Loan and Guaranty Agreement dated as of September 26, 2024, among Frontier Brand Intellectual Property, Ltd. (“**Brand IP Borrower**”), Frontier Loyalty Programs, Ltd. (“**Loyalty IP Borrower**” and together with Brand IP Borrower,

⁵ Select as applicable.

the "**Borrowers**"), Frontier Airlines, Inc. ("**Frontier**"), Frontier Airlines Holdings, Inc. ("**Frontier Airlines Holdings**"), Frontier Group Holdings, Inc. (the "**Parent**", and together with Frontier and Frontier Airlines Holdings, the "**Parent Guarantors**"), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the "**Lenders**"), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the "**Administrative Agent**") and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the "**Collateral Agent**").

Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans ⁶
	\$	\$	%

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrowers, the Guarantors and their Affiliates or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Acceptance are hereby agreed to:

ASSIGNOR

NAME OF ASSIGNOR

By: _____

Name: _____

Title: _____

ASSIGNEE

NAME OF ASSIGNOR

By: _____

Name: _____

Title: _____

Consented to and Accepted:

⁶ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders.

CITIBANK, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

Consented to:⁷

[FRONTIER BRAND INTELLECTUAL PROPERTY, LTD., as a Borrower]

By: _____
Name: _____
Title: _____

[FRONTIER LOYALTY PROGRAMS, LTD., as a Borrower]

By: _____
Name: _____
Title: _____

⁷ If such consent is required under the Credit Agreement.

The Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the “**Credit Agreement**”), among Frontier Brand Intellectual Property, Ltd. (“**Brand IP Borrower**”), Frontier Loyalty Programs, Ltd. (“**Loyalty IP Borrower**” and together with Brand IP Borrower, the “**Borrowers**”), Frontier Airlines, Inc. (“**Frontier**”), Frontier Airlines Holdings, Inc. (“**Frontier Airlines Holdings**”), Frontier Group Holdings, Inc. (the “**Parent**”, and together with Frontier and Frontier Airlines Holdings, the “**Parent Guarantors**”), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the “**Lenders**”), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”).

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ACCEPTANCE

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Acceptance and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Sections 5.01(a) and (b) thereof, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (v) it is an

Eligible Assignee and (vi) if it is a Foreign Lender, attached to the Assignment and Acceptance is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Acceptance shall be binding upon, and inure to the benefit of, the parties hereto and their respective permitted successors and assigns. The Borrowers and the Guarantors are express third-party beneficiaries of this Assignment and Acceptance. This Assignment and Acceptance may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Acceptance by email or telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Acceptance. This Assignment and Acceptance shall be governed by and construed in accordance with the law of the State of New York.

FORM OF LOAN REQUEST

[____], 2024

Citibank, N.A., as Administrative Agent
388 Greenwich Street,
New York, NY 10013
Attention: Albert Mari, Jr., Senior Trust Officer
Email: ###, ###, ###

Re: Revolving Loan and Guaranty Agreement

Ladies and Gentlemen:

We refer to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the “**Credit Agreement**”), among Frontier Brand Intellectual Property, Ltd. (“**Brand IP Borrower**”), Frontier Loyalty Programs, Ltd. (“**Loyalty IP Borrower**” and together with Brand IP Borrower, the “**Borrowers**”), Frontier Airlines, Inc. (“**Frontier**”), Frontier Airlines Holdings, Inc. (“**Frontier Airlines Holdings**”), Frontier Group Holdings, Inc. (the “**Parent**”, and together with Frontier and Frontier Airlines Holdings, the “**Parent Guarantors**”), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the “**Lenders**”), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

We hereby give you notice requesting a Loan pursuant to Section 2.03 of the Credit Agreement, and we set forth below the required information relating to such Loan (the “**Requested Loan**”):

1. The aggregate principal amount of the Requested Loan is \$[____].
2. The Requested Loan is to be a[n ABR Loan/SOFR Loan].
3. [The initial Interest Period to be applicable thereto shall be a period contemplated by the definition of the term “Interest Period”.]⁸
2. The Business Day the Requested Loan shall be made is [____] (the “**Borrowing Date**”).
3. The Requested Loan shall be paid in accordance with the funds flow provided to the Administrative Agent by the Borrower prior to the Borrowing Date.

[signature page follows]

⁸ **Note to Preparer:** Include if the Requested Loan is to be a SOFR Loan.

FRONTIER BRAND INTELLECTUAL PROPERTY, LTD.

By: _____

Name: _____

Title: _____

FRONTIER LOYALTY PROGRAMS, LTD.

By: _____

Name: _____

Title: _____

EXHIBIT E
to Revolving Loan and Guaranty Agreement

FORM OF PAYMENT DATE STATEMENT

[Date]

Citibank, N.A., as Administrative Agent and Collateral Agent
388 Greenwich Street,
New York, NY 10013
Attention: Albert Mari, Jr., Senior Trust Officer
Email: ###, ###, ###

Pursuant to clauses (d), (e) and (j) of Section 5.01 of that certain Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "**Credit Agreement**"), among Frontier Brand Intellectual Property, Ltd. ("**Brand IP Borrower**"), Frontier Loyalty Programs, Ltd. ("**Loyalty IP Borrower**" and together with Brand IP Borrower, the "**Borrowers**"), Frontier Airlines, Inc. ("**Frontier**"), Frontier Airlines Holdings, Inc. ("**Frontier Airlines Holdings**"), Frontier Group Holdings, Inc. (the "**Parent**", and together with Frontier and Frontier Airlines Holdings, the "**Parent Guarantors**"), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the "**Lenders**"), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the "**Administrative Agent**") and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the "**Collateral Agent**"), the Borrowers are required to provide to the Administrative Agent and the Collateral Agent a Payment Date Statement on each Determination Date, along with certain certifications.

This Payment Date Statement is being delivered to the Administrative Agent and Collateral Agent with respect to the [_____] 20[] Determination Date. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

The undersigned hereby certify as follows as of the date first written above:

1. [Pursuant to Section 5.01(d) of the Credit Agreement, the undersigned, being a Responsible Officer of Frontier hereby confirms that the Borrowers have complied with (a) Section 6.08 of the Credit Agreement as of the last day of the Related Quarterly Reporting Period and (b) the Debt Service Coverage Ratio Test in respect of the Related Quarterly Reporting Period.

Debt Service Coverage Ratio: [●]⁹, in accordance with the below:

A. Collections received during the Related Quarterly Reporting Period: \$[●]

⁹ **Note to Preparer:** To include the ratio from D.

B. Cure Amounts deposited in the Collection Account on or prior to the Determination Date which remain on deposit in the Collection Account: \$[●]

C.

- i. Commitment Fees: \$[●]
- ii. Interest Distribution Amount: \$[●]
- iii. the sum of the "Interest Distribution Amount" for any other

Senior Secured Debt and any Junior Lien Debt during the Related Quarterly Reporting Period:
\$[●]

- iv. Total [sum of C.i through C.iii]: \$[●]

D. Total [(sum of A and B) divided by C]: [●]

E. Debt Service Coverage Ratio Test satisfied (Yes/No):

2. Pursuant to Section 5.01(e) of the Credit Agreement, the undersigned, being a Responsible Officer of Frontier hereby certifies that (i) [there are no new Frontier Miles Agreements entered into as of the date hereof][Annex 1 sets forth the name of each new Frontier Miles Agreement entered into as of the date hereof and each of the parties thereto (to the extent not included on Schedule 3.18 to the Credit Agreement on the Closing Date or previously included in an Annex to a Payment Date Statement)], [(ii) Frontier is in compliance with deposit requirements with respect to such Frontier Miles Agreements] and [(iii)] Transaction Revenues representing 85% of all Frontier Miles Program Revenues for the Quarterly Reporting Period specified below were deposited directly into the Loyalty Collection Account.

3. Pursuant to Section 5.01(j) of the Credit Agreement, below is the Payment Date Statement for this Determination Date:

Determination Date: [●]

Payment Date: [●]

Quarterly Reporting Period Beginning: [●]

Quarterly Reporting Period Ending: [●]

Days in Quarterly Reporting Period: [●]

Interest Period Beginning: [●]

Interest Period Ending: [●]

Days in Interest Period: [●]

Event of Default Continuing on Payment Date (Yes/No):

Cash Trap Event as of Last Day of Quarterly Reporting Period (Yes/No):

Amount of Allocable Funds \$ _____

Amount of Available Funds \$ _____

[Funds transferred to Payment Account from other Series of Senior Secured Debt _____]

I. Amounts to be distributed pursuant to Section 2.10(b)(i) of the Credit Agreement \$[●]

A. Loans' Pro Rata Share of the amount of Cayman Islands government fees: \$[●]

- B. Depositary (I.B, I.C and I.D subject to a cap of \$100,000 in the aggregate per Payment Date): \$[●]
- C. Collateral Agent (I.B, I.C and I.D subject to a cap of \$100,000 in the aggregate per Payment Date): \$[●]
- D. Administrative Agent (I.B, I.C and I.D subject to a cap of \$100,000 in the aggregate per Payment Date): \$[●]
- E. Loans' Pro Rata Share of amounts due to any Independent Director of any SPV Party (and any independent director service provider of any such Independent Director) or any government fees: \$[●]

II. Amounts to be distributed pursuant to Section 2.10(b)(ii) of the Credit Agreement \$[●]

- A. Interest Distribution Amount for each Class of Loans
 - i. Interest Rate: [●]
 - ii. Day Count Fraction: [●]
 - iii. Outstanding principal amount of Loans as of the first day of the related Interest Period: \$[●]
 - iv. Unpaid Interest Distribution Amounts from prior Payment Dates: \$[●]
 - v. Total [(product of II.A.i, II.A.ii and II.A.iii) plus II.A.iv plus (product of II.A.i, II.A.ii and II.A.iv)]: \$[●]
- B. Interest paid after immediately preceding Payment Date and prior to Payment Date:
- C. Total [II.A minus II.B]: \$[●]

III. Amounts to be distributed pursuant to Section 2.10(b)(iii) of the Credit Agreement \$[●]

- A. On the Termination Date only, an amount equal to the outstanding principal amount of the Loans: \$[●]

IV. Amounts to be distributed pursuant to Section 2.10(b)(iv) of the Credit Agreement \$[●]

- A. Amount on deposit in the Reserve Account: \$[●]
 - B. Reserve Account Required Balance: \$[●]
 - C. Total [positive difference, if any, of IV.B minus IV.A]: \$[●]
-

V. Amounts to be distributed pursuant to Section 2.10(b)(v) of the Credit Agreement (i) as mandatory prepayments required but unpaid and (ii) any ECF Prepayment pursuant to Section 5.21: \$[●]

VI. Amounts to be distributed pursuant to Section 2.10(b)(vi) of the Credit Agreement[Reserved]

VII. Amounts to be distributed pursuant to Section 2.10(b)(vii) of the Credit Agreement[Reserved]

VIII. Amounts to be distributed pursuant to Section 2.10(b)(viii) of the Credit Agreement

- A. Obligations due to the Collateral Agent: \$[●]
- B. Obligations due to the Depositary: \$[●]
- C. Obligations due to the Administrative Agent: \$[●]
- D. Obligations due to any other Person: \$[●]

IX. Amounts to be distributed pursuant to Section 2.10(b)(ix) of the Credit Agreement during a Cash Trap Period\$[●]

- A. If a Cash Trap Period was in effect as of the last day of the Related Quarterly Reporting Period and a Cash Trap Cure has not occurred on or prior to such Payment Date, then to the ECF Account, an amount equal to the Required Excess Cash Flow for such Payment Date: \$[●]
- B. In the event of a breach of Section 6.09 with respect to GoWild!, or breach of the obligation to contribute GoWild! as Collateral pursuant to Section 10.23, all such amounts remaining shall be applied to repay the outstanding principal amount of Loans (and accrued interest thereon, if any): \$[●]

X. Amounts to be distributed pursuant to Section 2.10(b)(x) of the Credit Agreement released to or at the direction of the Borrowers: \$[●]

[signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Payment Date Statement as of the date first set forth above.

FRONTIER BRAND INTELLECTUAL PROPERTY, LTD.

By: _____
Name:
Title:

FRONTIER LOYALTY PROGRAMS, LTD.

By: _____
Name:
Title:

New Frontier Miles Agreements

EXHIBIT F
to Revolving Loan and Guaranty Agreement

FORM OF DIRECTION OF PAYMENT

FRONTIER AIRLINES, INC.
[4545 Airport Way
Denver, Colorado 80239]

[Date]

To: [•] (collectively, “**you**”)

[•]

[•]

Direction of Payment

Ladies and Gentlemen:

Reference is made to [Frontier Miles Agreement] (the “**Agreement**”).

Commencing as of the date hereof, Frontier Airlines, Inc. (“**Frontier**”) hereby authorizes and directs you to pay all amounts due to Frontier or its affiliates pursuant to the Agreement by wire transfer to the account set forth below:

Acct Name: ###

Bank: Citibank, N.A.

Routing Number: ###

Swift Number: ###

Acct Number: ###

Attn: Erik Hauglid, Director of Treasury

The authorization and direction contained in this letter agreement shall not constitute, and are not intended to be, an amendment to, or a waiver of any of the other provisions set forth in, the Agreement, and all provisions of the Agreement are and shall remain in full force and effect.

Please evidence your acknowledgment and agreement to the terms of this Direction of Payment, including your agreement to direct all proceeds attributable to the Agreement in accordance with the instructions above, by providing a signed acknowledgement of this Direction of Payment in the space provided below. For the avoidance of doubt, this Direction of Payment shall be effective upon your receipt hereof and the effectiveness of this Direction of Payment is not conditioned on your execution of this Direction of Payment in the space provided below.

[signature page follows]

Very truly yours,

FRONTIER AIRLINES, INC.

By: _____
Name:
Title:

Acknowledged and Agreed:

[FRONTIER MILES AGREEMENT COUNTERPARTY]

By: _____
Name:
Title:

EXHIBIT G
to Revolving Loan and Guaranty Agreement

FORM OF IP LICENSES

[See Attached]

EXHIBIT H
to Revolving Loan and Guaranty Agreement

FORM OF IP MANAGEMENT AGREEMENT

[See Attached]

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

FORM OF

U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "**Credit Agreement**"), among Frontier Brand Intellectual Property, Ltd. ("**Brand IP Borrower**"), Frontier Loyalty Programs, Ltd. ("**Loyalty IP Borrower**"), and together with Brand IP Borrower, the "**Borrowers**"), Frontier Airlines, Inc., Frontier Airlines Holdings, Inc. and Frontier Group Holdings, Inc., as Parent Guarantors, the other Guarantors from time to time party thereto, the Lenders party thereto, Citibank, N.A., as administrative agent for the Lenders (together with its permitted successors and assigns in such capacity, the "**Administrative Agent**"), and Citibank, N.A., as collateral agent.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[signature page follows]

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, __, 20[]

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "**Credit Agreement**"), among Frontier Brand Intellectual Property, Ltd. ("**Brand IP Borrower**"), Frontier Loyalty Programs, Ltd. ("**Loyalty IP Borrower**"), and together with Brand IP Borrower, the "**Borrowers**"), Frontier Airlines, Inc., Frontier Airlines Holdings, Inc. and Frontier Group Holdings, Inc., as Parent Guarantors, the other Guarantors from time to time party thereto, the Lenders party thereto, Citibank, N.A., as administrative agent for the Lenders (together with its permitted successors and assigns in such capacity, the "**Administrative Agent**"), and Citibank, N.A., as collateral agent.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[signature page follows]

[NAME OF PARTICIPANT]

By:_____

Name:

Title:

Date: _____, __, 20[]

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "**Credit Agreement**"), among Frontier Brand Intellectual Property, Ltd. ("**Brand IP Borrower**"), Frontier Loyalty Programs, Ltd. ("**Loyalty IP Borrower**"), and together with Brand IP Borrower, the "**Borrowers**"), Frontier Airlines, Inc., Frontier Airlines Holdings, Inc. and Frontier Group Holdings, Inc., as Parent Guarantors, the other Guarantors from time to time party thereto, the Lenders party thereto, Citibank, N.A., as administrative agent for the Lenders (together with its permitted successors and assigns in such capacity, the "**Administrative Agent**"), and Citibank, N.A., as collateral agent.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by a withholding statement together with an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[signature page follows]

[NAME OF PARTICIPANT]

By:_____

Name:

Title:

Date: _____, __, 20[]

FORM OF
U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the "**Credit Agreement**"), among Frontier Brand Intellectual Property, Ltd. ("**Brand IP Borrower**"), Frontier Loyalty Programs, Ltd. ("**Loyalty IP Borrower**"), and together with Brand IP Borrower, the "**Borrowers**"), Frontier Airlines, Inc., Frontier Airlines Holdings, Inc. and Frontier Group Holdings, Inc., as Parent Guarantors, the other Guarantors from time to time party thereto, the Lenders party thereto, Citibank, N.A., as administrative agent for the Lenders (together with its permitted successors and assigns in such capacity, the "**Administrative Agent**"), and Citibank, N.A., as collateral agent.

Pursuant to the provisions of Section 2.16 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any promissory note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any promissory note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrowers with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrowers and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrowers and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[signature page follows]

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, __, 20[]

FORM OF PREPAYMENT NOTICE

Citibank, N.A., as Administrative Agent
388 Greenwich Street,
New York, NY 10013
Attention: Albert Mari, Jr., Senior Trust Officer
Email: ###, ###, ###

Date: [●]

Re: Frontier Brand Intellectual Property, Ltd. and Frontier Loyalty Programs, Ltd. Revolving Loan and Guaranty Agreement

Ladies and Gentlemen:

Reference is made to the Revolving Loan and Guaranty Agreement dated as of September 26, 2024 (as amended, restated, amended and restated, supplemented, modified or extended from time to time, the “**Credit Agreement**”), among Frontier Brand Intellectual Property, Ltd. (“**Brand IP Borrower**”), Frontier Loyalty Programs, Ltd. (“**Loyalty IP Borrower**” and together with Brand IP Borrower, the “**Borrowers**”), Frontier Airlines, Inc. (“**Frontier**”), Frontier Airlines Holdings, Inc. (“**Frontier Airlines Holdings**”), Frontier Group Holdings, Inc. (the “**Parent**”, and together with Frontier and Frontier Airlines Holdings, the “**Parent Guarantors**”), the other Guarantors from time to time party thereto, each of the several banks and other financial institutions or entities from time to time party thereto as a lender (the “**Lenders**”), Citibank, N.A. as administrative agent for the Lenders (together with its permitted successors and permitted assigns in such capacity, the “**Administrative Agent**”) and Citibank, N.A. as collateral agent (in such capacity, together with its permitted successors and permitted assigns in such capacity, the “**Collateral Agent**”).

The Borrower hereby gives you notice pursuant to Section 2.13 of the Credit Agreement that it shall be making the following prepayment of Loans in accordance with the Credit Agreement:

Principal amount of Loans being prepaid: \$ ____

Date of prepayment: ____

[This Prepayment Notice and the obligation to make a prepayment of Loans pursuant to this Prepayment Notice shall be conditioned upon the occurrence of: _____. This Prepayment Notice may be revoked by either of the Borrowers upon delivery of written notice to the Administrative Agent on or before [_____] ¹⁰.] ¹¹

¹⁰ **Note to preparer:** Date to be three (3) Business Days after the end of the notice period.

¹¹ **Note to preparer:** Include if prepayment notice is conditional.

[Signature Page Follows]

FRONTIER BRAND INTELLECTUAL PROPERTY, LTD.,
as a Borrower

By: _____
Name:
Title:

FRONTIER LOYALTY PROGRAMS, LTD.,
as a Borrower

By: _____
Name:
Title:

**Credit Agreement Schedule 1.01(a) Contribution
Agreements**

US-DOCS\153554847.10

Schedule 1.01(c)

Frontier Miles Intellectual Property; Brand Intellectual Property

US-
DOCS\153554847.10

Schedule 1.01(c)
Frontier Miles Intellectual Property

US-
DOCS\153554847.10

Schedule 3.06

Subsidiaries of Frontier Group Holdings, Inc.

US-DOCS\153554847.10

Schedule 3.18

Frontier Miles Agreements

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.4(a)

Third Amendment to the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement

THIS THIRD AMENDMENT ("**Amendment**") TO THE AMENDED AND RESTATED FRONTIER AIRLINES, INC. CREDIT CARD AFFINITY AGREEMENT is made and entered into as of September 6, 2024, with effect as of August 1, 2024 ("Third Amendment Effective Date") by and between Barclays Bank Delaware ("**Barclays**"), and Frontier Airlines, Inc. ("**Frontier**").

RECITALS:

WHEREAS, Barclays and Frontier entered into the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement as of September 15, 2020 ("**Original Agreement**"); and

WHEREAS, Barclays and Frontier entered to that First Amendment to the Original Agreement as of June 29, 2021 ("**First Amendment**"); and

WHEREAS, Barclays and Frontier entered into the Second Amendment to the Original Agreement as of May 23, 2003 ("**Second Amendment**" and, together with the Original Agreement and the First Amendment, the "**Agreement**"); and

WHEREAS, Barclays and Frontier have agreed to further amend the Agreement as described herein.

NOW THEREFORE, in consideration of the premises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment to Schedule C (Products).

(a) The following rows of Schedule C of the Agreement are hereby deleted in their entirety and replaced with the following:

Feature	No Fee (Consumer)	Fee (Consumer)	Business Card
Annual Fee	\$0	[***]	[***]

Benefits	• Award Redemption Fee Waiver • Elite Status unlocked through card spend • Family pooling	• \$100 Flight Discount Voucher w/\$2,500 in spend during cardmembership year • Award Redemption Fee Waiver • Elite Status unlocked through card spend • Family pooling	• Award Redemption Fee Waiver • Elite Status unlocked through card spend • Family pooling
Miles Expiration	No Mileage expiration provided Cardholder's Account is open and in good standing		

(b) Schedule C of the Agreement is hereby amended to add the following row:

Feature	No Fee (Consumer)	Fee (Consumer)	Business Card
First and Second Checked Bag Fee Waiver for primary Barclays Cardholders on eligible flights and bags	No*	Yes	<u>Yes</u>

*[***].

(c) Paragraph 2(B) of Schedule C is hereby deleted in its entirety.

2. Amendment to Section 1(eee) (Definition of Initial Term). Section 1(eee) of the Agreement is hereby deleted in its entirety and replaced with the following:

“**Initial Term**” means that period that began on the Effective Date of the Original Agreement and ends on [***], 2029.”

3. Amendment to Section 4(a) (Issuance and Servicing of Barclays Products). The third paragraph of Section 4(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“The Volume Incentive [***] (“**Barclays Volume Incentive Contribution**”). [***] Barclays Volume Incentive Contribution so long as [***] remains the Network and without regard to spend thresholds that may be imposed by [***]”

4. Amendment to Section 5(a)(ii) (Renewal Premiums). Section 5(a)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

“**Renewal Premiums**: For each Account that is open to new charges and is not: (1) in default, (2) more than [***] past due under the Cardholder Agreement, or (3) flagged as lost, stolen, or fraudulent according to Barclays’ records, [***] for each active no annual fee Account and [***] for each annual fee Account, provided however, that any annual fee Account issued with or converted to an annual fee of

(i) [***], [***] instead of [***], or (ii) [***] or more, [***] instead of [***]. To the extent Frontier does not continue to provide the Instant Elite Gold Status benefit to Barclays Cardholders with annual fee Accounts as more fully described in the Joint Marketing Plan or provide an equivalent airline benefit as agreed by the Joint Marketing Committee, the Renewal Premium for Accounts issued with an annual fee of [***] shall be [***] instead of [***]. For purposes of this Agreement an active no fee Account means an Account [***] prior to the Account anniversary.”

5. Amendment to Section 5(b)(i) (Purchase Mile Fees).

(a) Section 5(b)(i)(C) of the Agreement is hereby deleted in its entirety and replaced with the following:

“(C) Beginning on [***] through [***]: [***] for each Purchase Mile.”

(b) Section 5(b)(i) of the Agreement is hereby amended to add the following:

“(D) Beginning on [***] through the remainder of the Term: [***] for each Purchase Mile, provided that Frontier shall implement and communicate to customers a program to waive the first and second checked baggage fees for Barclays Cardholders with annual fee Accounts on eligible flights and bags or provide an equivalent airline benefit as agreed by the Joint Marketing Committee on the basis of appropriate market research to determine the efficacy of such benefits. Such benefits may change from time to time as agreed by the Joint Marketing Committee to address the then-current Barclays Products. To the extent Frontier does not implement the waiver of the first and second checked baggage fees (or provide an equivalent airline benefit as agreed by the Joint Marketing Committee) or subsequently discontinues such waiver, the total cost for each Purchase Mile shall be [***]”

6. Amendment to Section 5(f)(ii)(2) (Signing Bonus and Pre-Purchased Mileage Facility). Section 5(f)(ii)(2) of the Agreement is hereby deleted in its entirety and replaced with the following:

“If on [***] of any year [***] the annualized Revenue Share for the year, calculated based upon the updated forecasted Revenue Share is projected to be [***] below the Target Size set for such year, Barclays shall recover the amount in excess of the [***], and the Target Size will be reduced in [***] of Revenue Share amounts otherwise due to Frontier under this Agreement. If on [***] of any year the forecasted Revenue Share for the year is projected to be [***] above the Target Size for such year, Barclays shall increase the Target Size by the amount of the Revenue Share in excess of the [***]. The increase in the amount of the Facility will be accomplished by means of the purchase of additional Pre-Purchased Miles by Barclays on or before [***] of the applicable year.”

7. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement.

8. This Amendment shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware.

9. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

BARCLAYS BANK DELAWARE

/s/ Kristyn Forrester
(Signature)

Managing Dir., Head of Airline Partnerships Barclays USCB
(Title)

9/6/24
(Date)

FRONTIER AIRLINES, INC.

/s/ Howard Diamond
(Signature)

General Counsel
(Title)

9/6/24
(Date)

*** Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.4(b)
Execution Version

Fourth Amendment to the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement

THIS FOURTH AMENDMENT ("**Amendment**") TO THE AMENDED AND RESTATED FRONTIER AIRLINES, INC. CREDIT CARD AFFINITY AGREEMENT is made and entered into as of September 26, 2024, with effect as of the date hereof (the "**Fourth Amendment Effective Date**"), by and between Barclays Bank Delaware ("**Barclays**"), and Frontier Airlines, Inc. ("**Frontier**").

RECITALS:

WHEREAS, Barclays and Frontier entered into the Amended and Restated Frontier Airlines, Inc. Credit Card Affinity Agreement as of September 15, 2020 ("**Original Agreement**"); and

WHEREAS, Barclays and Frontier entered to that First Amendment to the Original Agreement as of June 29, 2021 ("**First Amendment**"); and

WHEREAS, Barclays and Frontier entered into the Second Amendment to the Original Agreement as of May 23, 2003 ("**Second Amendment**"); and

WHEREAS, Barclays and Frontier entered into the Third Amendment to the Original Agreement as of September 6, 2024 ("**Third Amendment**" and, together with the Original Agreement, the First Amendment and the Second Amendment, the "**Agreement**"); and

WHEREAS, Barclays and Frontier have agreed to further amend the Agreement as described herein.

NOW THEREFORE, in consideration of the premises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Representation and Warranty of Frontier. Frontier represents and warrants that the amendments to the Agreement pursuant to Section 2 hereof do not require the approval or consent of any party other than Frontier and Barclays.
2. Amendments. Effective as of the date hereof, the Agreement is hereby amended as provided in Attachment A hereto.
3. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement.
4. This Amendment shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within the State of Delaware.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

BARCLAYS BANK DELAWARE

/s/ Kristyn Forrester
(Signature)

MD, Head of Airline Partnerships Barclays USCB
(Title)

9/24/2024
(Date)

FRONTIER AIRLINES, INC.

/s/ Howard Diamond
(Signature)

Howard M. Diamond - Executive Vice President, Legal and Corporate
Affairs; Corporate Secretary
(Title)

(Date)

Attachment A

1. The definition of “Frontier Marks” in Section 1(ww) of the Agreement is hereby replaced in its entirety with the following:

“**Frontier Marks**” means those registered trademarks that are used in connection with a commercial airline business operated by Frontier or an Affiliate of Frontier (excluding any Affiliate of Frontier that is another portfolio company of any private equity sponsor that is an Affiliate of Frontier) or a customer loyalty program (including the Frontier Miles program or any successor thereto) in which customers or any such commercial airline business may earn or redeem rewards in connection with the use of goods or services offered by such airline business and any registered trademarks that are successors to or replacements of such registered trademarks, but excluding (a) any such trademarks that are used specifically in connection with [***] and (b) any such trademarks that are not material to the operation of any such commercial airline business described above or any such customer loyalty program described above. The Frontier Marks as of September 26, 2024 are set forth in **Exhibit B** (Frontier Marks), except that [***] are not Frontier Marks as of the Effective Date.”

2. A new Section 5(f)(xi) is hereby added to the Agreement, which shall read as follows: “Notwithstanding any provision to the contrary in this Agreement, in no event shall Frontier use the proceeds of the Facility for the purpose of paying to any Affiliate of Bank (including Barclays Capital Inc.) any agency or servicing fee, brokerage commission or other compensation.”

3. Section 5(f)(v)(4) of the Agreement is replaced in its entirety with the following:

(4) Frontier shall not be in default of any indebtedness for borrowed money in excess of [***] (and for purposes of this provision the Frontier Guaranty and the Intercompany Loans are considered indebtedness of Frontier for borrowed money), and there shall be no default under the Credit Agreement or any Approved Incremental Debt in excess of [***], in each case which default is continuing as of [***], as determined following expiration of applicable cure, grace or dispute periods. For purposes of this provision, the terms “Approved Incremental Debt”, “Frontier Guaranty,” “Intercompany Loans,” and “Credit Agreement” shall have the meanings assigned to such terms in the Loyalty Partner Consent to Assignment Agreement to which Frontier and Barclays are parties (together with certain other

Affiliates of Frontier and as acknowledged and agreed by Citibank, N.A.) dated as of September 26, 2024. Frontier shall promptly give notice to Barclays of any default that would cause Frontier to fail to meet the condition precedent set forth in this clause.

4. Section 5(f)(v)(5) of the Agreement is replaced in its entirety with the following:

(5) Frontier has not engaged in [***].

5. Section 5(f)(v)(7) of the Agreement is replaced in its entirety with the following:

(7) The average PE for the [***] for which Frontier has reported data has not declined by [***] from the average PE in the [***] set forth in Schedule G beginning the first month after the Loan Repayment Date or [***], whichever is later. For the avoidance of doubt, this condition is waived for [***] so long as the Loan Repayment Date has not yet occurred. In the event that the Loan Repayment Date occurs prior to [***], the parties will mutually agree upon PE targets to be in effect for the months between the Loan Repayment Date through [***].

6. Section 5(f)(v)(8) of the Agreement is replaced in its entirety with the following:

(8) The average Active Frequent Flyers for the [***] for which Frontier has reported data has not declined by [***] from the average Active Frequent Flyers in the [***] set forth in Schedule G beginning the first month after the Loan Repayment Date or [***], whichever is later. For the avoidance of doubt, this condition is waived for [***], so long as the Loan Repayment Date has not yet occurred. In the event that the Loan Repayment Date occurs prior to [***], the parties will mutually agree upon Active Frequent Flyer targets to be in effect for the months between the Loan Repayment Date through [***].

7. Section 5(f)(v)(9) of the Agreement is replaced in its entirety with the following:

(9) Frontier maintains the marketing channels set forth in Schedule F.

8. Section 5(f)(v)(10) of the Agreement is replaced in its entirety with the following:

(10) Frontier maintains Frontier Miles or a successor program that is as competitive on a relative basis in the Benchmark Market as Frontier Miles [***]. Such notice by Barclays will commence a [***] period during which Frontier will provide a mitigation plan to Barclays upon which the parties shall meet and agree. Frontier

may implement the mitigation plan and cure the deficiency within [***] of receipt of such notice from Barclays, during which period no Reduction in the size of the Facility shall occur under section 5(f) (iv), however, if the implementation of such mitigation plan cannot reasonably be performed within such [***] period due to technical limitations, such period may be extended by mutual agreement of the parties without the failure of a Condition Precedent.

9. Section 5(f)(v)(11) of the Agreement is replaced in its entirety with the following:

(11) Frontier maintains a right to use the Frontier Marks and its ability to grant Barclays the right to use the Frontier Marks has not been eliminated or materially impaired.

10. The following is added as new Section 5(f)(xii) of the Agreement:

(xii) Notwithstanding anything in this Agreement, including this Section 5(f), the following shall apply:

(A) (i) Prior to (x) making any reduction in the amount outstanding under the Facility by way of reduction of, or offset against, monthly Fees ("Monthly Revenue Share") otherwise due to Frontier under this Agreement (whether pursuant to a reduction in Target Size, failure of a Condition Precedent to be satisfied, a Buy Down Reduction or otherwise) and/or (y) [***], Barclays' will provide at least [***] written notice of its intention to reduce or offset against such Monthly Revenue Share and/or [***], as applicable, which notice shall include the amount of Monthly Revenue Share it intends to reduce or offset, and/or the amount of Monthly Revenue Share with respect to which it intends to [***] (the "Proposed Reduction Amount"), during which [***] period: (1) Barclays shall have no obligation to pay the Monthly Revenue Share to Frontier; and (2) Frontier shall notify Barclays whether Frontier intends to satisfy all or any portion of the Proposed Reduction Amount by repurchasing all or any portion of the Pre-Purchased Miles pursuant to the first sentence of Section 5(f)(vi), and if such notice provides that Frontier does intend to satisfy any of the Proposed Reduction Amount by making such repurchase, such notice shall specify the amount of the Proposed Reduction Amount (which may be all or any portion of the Proposed Reduction Amount) that Frontier intends to satisfy by making such repurchase (the "Repurchase Amount"). (ii) If the Repurchase Amount specified in such notice is less than the Proposed Reduction Amount, Barclays may immediately offset or reduce Monthly Revenue Share by the amount of, and/or [***] in the

amount of, such difference between the Proposed Reduction Amount and the Repurchase Amount (and for avoidance of doubt, the aggregate amount of such offset or reduction and/or [***] shall not exceed the amount of such difference). (iii) To the extent, if any, by which the Monthly Revenue Share exceeds the Proposed Reduction Amount, Barclays shall pay such excess amount within [***] following the later of (x) the date on which Frontier notifies Barclays that it will not exercise its right to satisfy all or any portion of the Proposed Reduction Amount by repurchasing Pre-Purchased Miles, (y) the end of the [***] period referenced in Section 5(f)(xii)(A)(i), if Frontier does not provide any notice described in Section 5(f)(xii)(A)(i)(2), or (z) the date that Frontier repurchases Pre-Purchased Miles in accordance with Section 5(f)(xii)(B)(1).

(B) If Frontier timely notifies Barclays in accordance with Section 5(f)(xii)(A)(2) that Frontier intends to satisfy the Proposed Reduction Amount by repurchasing the Repurchase Amount of the Pre-Purchased Miles: (1) Frontier must repurchase a portion of the Pre-Purchased Miles in an amount equal to or greater than the Repurchase Amount within [***] of providing such notification; (2) the Facility will be immediately reduced by the Repurchase Amount; (3) no reduction or offset of Monthly Revenue Share amounts due to Frontier under this Agreement shall occur for that particular month except as provided in the last sentence of Section 5(f)(xii)(A); and (4) Barclays shall pay any Monthly Revenue Share amounts due to Frontier no later than [***] after receipt of the Repurchase Amount from Frontier.

(C) If Frontier fails to timely notify Barclays in accordance with Section 5(f)(xii)(A)(2) that Frontier intends to satisfy the Proposed Reduction Amount by repurchasing all or any portion of the Pre-Purchased Miles or if Frontier fails to timely repurchase the Pre-Purchased Miles in accordance with Section 5(f)(xii)(B)(1), Barclays may immediately reduce the amount outstanding under the Facility by way of reduction of, or offset against, the Monthly Revenue Share and/or [***], in an aggregate amount not to exceed the Proposed Reduction Amount, but without duplication of any offset or reduction or [***] made pursuant to the last sentence of Section 5(f)(xii)(A).

(D) Frontier must exercise its rights under Section 5(f)(xii)(A) on a [***] basis. Frontier's exercise of its rights under Section 5(f)(xii)(A) for any [***] shall not constitute exercise of such rights in any subsequent [***].

(E) To the extent that Barclays' obligations under this Section 5(f)(xii) or Frontier's exercise of its rights under this

Section results in any delay by Barclays in either paying Monthly Revenue Share due to Frontier or reducing the amount outstanding under the Facility by way of reduction of, or offset against, the Monthly Revenue Share and/or [***], such delay shall not constitute a breach of Barclays' obligations under this Agreement.

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.5(a)

Amendment No. 18

This Amendment No. 18 (this “**Amendment**”) is entered into as of July 31st, 2024, between Airbus S.A.S., a *société par actions simplifiée* organized and existing under the laws of France, having its registered office located at 2, Rond-Point Emile Dewoitine, 31700 Blagnac, France (the “**Seller**”), and Frontier Airlines, Inc., a corporation organized and existing under the laws of the State of Colorado, United States of America, having its principal corporate offices located at 4545 Airport Way, Denver, Colorado 80239 USA (the “**Buyer**” and, together with the Seller, the “**Parties**”).

WITNESSETH

WHEREAS, the Buyer and the Seller entered into an A320 Family Aircraft Purchase Agreement dated as of September 30, 2011 (as amended, supplemented and modified from time to time prior to the date hereof, the “**Agreement**”);

WHEREAS, Seller has notified the Buyer [***] in regards to changes in the delivery of certain Aircraft (the “**Notices**”);

WHEREAS, the Buyer converted the A321XLR Aircraft, identified in Clause 9.1 of the Agreement [***] as Ranks 147, 149, 150, 152, 158, 159, 161, 165, 166, 167, 168, 187, 188, 190, 197, 198, 200 and 201 to A321 Incremental Aircraft pursuant to [***]; and

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as provided herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SELLER AND THE BUYER AGREE AS FOLLOWS:

Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to them in the Agreement. The terms “herein,” “hereof” and “hereunder” and words of similar import refer to this Amendment.

1. DELIVERY

- 1.1 The delivery schedule table set forth in Clause 9.1 of the Agreement is deleted in its entirety and replaced with the delivery schedule table attached hereto as Attachment I.
- 1.2 Notwithstanding Clause 1.1 above, [***].

2. PROPULSION SYSTEMS

Clause 2.3.5 as amended by Clause 3.1 of Appendix B of Amendment 11 of the Agreement is deleted in its entirety and replaced with the following quoted text:

“2.3.5 As of the date of Amendment No. 19 the Buyer has not selected the propulsion system or Propulsion System Manufacturer for the Supplemental Aircraft. The Buyer shall notify the Seller in writing of its selection of the Propulsion System for [***]”

3. EFFECT OF AMENDMENT

The Agreement will be deemed to be amended to the extent herein provided and, except as specifically amended hereby, will continue in full force and effect in accordance with its terms. Except as otherwise provided by the terms and conditions hereof, this Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both Parties agree that this Amendment will constitute an integral, non-severable part of the Agreement and will be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

4. MISCELLANEOUS

This Amendment is subject to the provisions of Clauses 21, 22.6 and 22.11 of the Agreement.

5. COUNTERPARTS

This Amendment may be signed by the Parties in counterparts, which when signed and delivered will each be an original and together constitute but one and the same instrument. Counterparts may be delivered in original, faxed or emailed form, with originals to be delivered in due course.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized officers or agents as of the day and year first above written.

Airbus S.A.S.

By: /s/ Paul Meijers

Name: Paul Meijers

Title: Executive Vice President Commercial Transactions

Frontier Airlines, Inc.

By: /s/ Howard Diamond

Name: Howard Diamond

Title: General Counsel

Delivery Schedule Table

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Exhibit 10.5(b)

Amendment No. 19

This Amendment No. 19 (this “**Amendment**”) is entered into as of September 25, 2024, between Airbus S.A.S., *asociété par actions simplifiée* organized and existing under the laws of France, having its registered office located at 2, Rond-Point Emile Dewoitine, 31700 Blagnac, France (the “**Seller**”), and Frontier Airlines, Inc., a corporation organized and existing under the laws of the State of Colorado, United States of America, having its principal corporate offices located at 4545 Airport Way, Denver, Colorado 80239 USA (the “**Buyer**” and, together with the Seller, the “**Parties**”).

WITNESSETH

WHEREAS, the Buyer and the Seller entered into an A320 Family Aircraft Purchase Agreement dated as of September 30, 2011 (as amended, supplemented and modified from time to time prior to the date hereof, the “**Agreement**”);

WHEREAS, the Seller notified or otherwise indicated to the Buyer of delays to the delivery of certain Aircraft [***];

WHEREAS, the Seller notified or otherwise indicated to the Buyer of delays to the delivery of certain Aircraft [***];

WHEREAS, the Buyer has requested and the Seller has agreed to defer the Scheduled Delivery Month or Scheduled Delivery Quarter of certain Aircraft (the “**Deferrals**”);

WHEREAS, the Buyer and the Seller have each executed those certain “Side Letter Agreement to the Purchase Agreement”, [***] relating to the Delivery of certain Aircraft (the “**Delivery Letter Agreements**”); and

WHEREAS, the Parties wish to amend certain terms of the Agreement including the delivery schedule of certain Aircraft pursuant to the terms and conditions of this Amendment;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE SELLER AND THE BUYER AGREE AS FOLLOWS:

Capitalized terms used herein and not otherwise defined herein will have the meanings assigned to them in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Amendment.

1. SALE AND PURCHASE & AIRCRAFT TYPE CONVERSION

1.1 [***] A320 Incremental Aircraft identified in Clause 9.1 of the Agreement as Aircraft Ranks 157, 162, 169, 171, 172, 174, 175, 177, 178, 180, 181, 183, 184, 185, 191, 192, 194, 195, 202, 203, 204 and 206 and such Aircraft are hereby converted from A320 Incremental Aircraft to A321 Incremental Aircraft and such conversions shall be effective from the date of this Amendment (each, an **"Amendment 19 Converted A321 Aircraft"**).

1.2 Clause 1 of the Agreement is deleted in its entirety and replaced with the following quoted text [***]:

"1.1 The Seller will sell and deliver to the Buyer, and the Buyer will purchase and take delivery of three hundred five (305) Aircraft, consisting of eighty (80) A320 Backlog Aircraft, twenty-seven (27) A320 Incremental Aircraft, one hundred seven (107) A321 Incremental Aircraft and ninety-one (91) A321 Supplemental Aircraft, from the Seller, subject to the terms and conditions contained in this Agreement.

1.2 [***]

2. DELIVERY SCHEDULE

2.1 The parties agree the delivery schedule table set forth in Clause 9.1 of the Agreement is deleted in its entirety and replaced with the delivery schedule table attached hereto as Appendix B.

3. PREDELIVERY PAYMENTS

3.1 Clause 5.3.2(b) of the Agreement is amended to add the following to the end thereof:

“[***]”

- 3.2 Solely with respect to Aircraft that are not subject to that certain Amended and Restated Assignment and Assumption Agreement dated August 11, 2023 among the Buyer, the Seller and Vertical Horizons, Ltd., as a result of the changes made to the Agreement pursuant to Paragraphs 1 and 2.1 of this Amendment and in accordance with Clause 5.3.3 of the Agreement, the Buyer shall pay to the Seller on the date hereof Predelivery Payments in an amount totaling to [***].

4. SELLER PRICE REVISION FORMULA

- 4.1 Subject to Paragraphs 4.3 and 5.6 below, for the Aircraft identified in Appendix A,

- (i) [***]; and
- (ii) [***]; and
- (iii) [***]

Subject to Paragraphs 4.3 and 5.6 below, [***]

4.2 Subject to Paragraphs 4.3 and 5.6 below, in respect of Aircraft identified in Appendix A and [***]:

- (i) [***], or
 - (ii) [***], and
 - (iii) [***]
- [***]

4.3 (A) [***]

(B) [***]

- 4.4 Paragraph 6.2(b) of the Third Amended and Restated Letter Agreement No. 2, dated as of November 13, 2021, is hereby amended by (A) replacing the first occurrence of [***] with [***] and (B) replacing the last sentence thereof with the following:

[***]

- 4.5 Paragraph 6.2(b) of the Third Amended and Restated Letter Agreement No. 2, dated November 3, 2021, is hereby amended by inserting the following immediately after Paragraph 6.2(b)(iv):

[***]

4.6 Paragraph 6.3 of the Third Amended and Restated Letter Agreement No. 2 is hereby amended to replace each reference to “6.1(iv) or 6.2(b)(iv)” with “6.2(b)(iv) and/or 6.2(b)(z)”.

5. [**]

5.1 Subject to Paragraphs 5.5 and 5.6 below, for each of the Aircraft identified in Clause 9.1 of the Agreement as Aircraft Ranks 105, 111, 114, 117, 118, 119, 120, 121, 123, 124, 126, 130 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 145, 148, 151, 153, 160 and 164, [**]:

(i) for Aircraft Ranks **105**, 111, **114**, **117**, **119**, 120, 121, 124, and **130**, [**]; and

(ii) for Aircraft Ranks 118, 123, 126, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 145, 148, 151, 153, 160 and 164, [**].

[**]

In respect to the Aircraft for which [**] is to be

provided pursuant to Paragraph 5.1 above, Clause 11.1(a) of the Agreement is hereby amended by replacing [***] with the following:

(a) [***] for Aircraft listed in Paragraph 5.1(i) above, or

(b) [***] for Aircraft listed in Paragraph 5.1(ii) above.

5.2 Subject to Paragraph 5.6 below, [***]

If any or all of the Aircraft identified in Clause 9.1 of the Agreement as Aircraft Ranks 105, 111, 114, 117, 118, 119, 120, 121, 123, 124, 126, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 145, 148, 151, 153, 160 and 164 are [***]

5.3 As a result of the [***]

5.4 [***]

5.5 [***] including pursuant to Clause 3.1 of Second Amended and Restated Letter Agreement No. 3, dated October 9, 2019, Paragraph 5.1 and 5.3 above will not be applied to such Aircraft.

5.6 [***]

6. PROPULSION SYSTEMS

Clause 2.3.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

“2.3.5 As of the date of Amendment 19 the Buyer has not selected the propulsion system or Propulsion System Manufacturer for the Supplemental Aircraft. The Buyer shall notify the Seller in writing of its selection of the Propulsion System for [***]

7. COMPLIANCE, SANCTIONS AND EXPORT CONTROL

7.1 Clause 22.4 of the Agreement is deleted in its entirety and replaced with the following:

“22.4.1 International Supply Contract

The Buyer and the Seller recognize that this Agreement is an international supply contract which has been the subject of discussion and negotiation, that all its terms and conditions are fully understood by the parties, and that the Specification and price of the Aircraft and the other mutual agreements of the parties set forth herein were arrived at in consideration of, *inter alia*, all provisions hereof specifically including all waivers, releases and remunerations by the Buyer set out herein.

1.1.2 COMPLIANCE

Each party shall, [***] comply (and shall ensure that its directors, officers, agents, employees and Affiliates comply) with the Laws and the Sanctions and Export Control Laws as well as with its obligations under this Clause 22.4.2.

[***] any information that the [***] may reasonably request from time to time in order to comply with its KYC Procedures (including information relating to the [***] corporate structure and ultimate beneficial ownership, and the Buyer's sources of financing [***]).

Each party hereby represents and warrants to the other that neither it nor any of its Affiliates has, as at the date hereof, paid, given, offered or received or agreed to pay, give, offer or receive any illegal benefit (including in the form of any fee, commission, payment, salary, sponsorship, gift or other consideration) to and/or from any natural or legal person in connection with the entering into or the performance of this Agreement (an "**Improper Benefit**").

Each party undertakes that it will not pay, give, offer or receive or agree to pay, give, offer or receive any Improper Benefit.

The parties hereby agree that if, in relation to this Agreement, a party is found guilty of, or admits to, or enters into a settlement relating to, in each case, granting or receiving an Improper Benefit further to legal proceedings under any ABC Laws in respect of an Improper Benefit, the other party may suspend its performance under this Agreement without any liability towards the first party [***].

1.1.3 SANCTIONS AND EXPORT CONTROL

Each party represents to the other as at the date hereof neither it nor any of its Affiliates is a Sanctioned Person and undertakes at all times to conduct its business in compliance with all applicable Sanctions and Export Control Laws.

If, at any time following the signature of this Agreement, (i) a party or any of its Affiliates becomes a Sanctioned Person or (ii) the performance of a party's obligations under this Agreement would constitute a breach of Sanctions and Export Control Laws (each a "**Sanctions Event**"), then the affected party shall promptly notify the other party and the parties shall, to the extent permitted by

applicable Sanctions and Export Control Laws, consult with each other with a view to mitigating the effects of such Sanctions Event. During such consultation:

- a) in the case of paragraph (i) above, the party that has not become a Sanctioned Person; and
- b) in the case of paragraph (ii) above, the party whose performance under this Agreement would constitute a breach of Sanctions and Export Control laws,

shall, in each case, have the right to suspend the performance of its obligations under this Agreement at any time following the occurrence of a Sanctions Event and for so long as the occurrence of the Sanctions Event shall continue.

If performance of the obligations of the parties cannot be lawfully resumed within a period of [***] after the occurrence of a Sanctions Event which is continuing, then such party may terminate this Agreement at any time without any liability towards the other party, upon notice to the other party.

The Buyer undertakes that, unless authorised by applicable Sanctions and Export Control Laws, it will not knowingly directly or indirectly sell, import, export, re- export, lease, sublease or operate the Aircraft (a) to or in any country which is the subject of commercial, economic or financial restrictions pursuant to any applicable Sanctions and Export Control Laws and/or (b) to any Sanctioned Person.”

7.2 The following definitions shall be added in alphabetical order to Clause 0 of the Agreement;

ABC Laws - means [***].

KYC Procedures - means any applicable “know your customer” due diligence, including, anti-money laundering, anti-corruption, anti-bribery, counter terrorism financing, sanctions or other similar checks and procedures, whether resulting from any internal requirement of the Seller [***] or from the operation of any ABC Laws and/or Sanctions and Export Control Laws.

Sanctions Authority - means, individually and collectively, the Government of the United States of America (including, without limitation, the U.S. Department of State, the U.S. Department of Commerce and the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury), the Security Council of the United

Nations, the European Union (or any of its member states), the United Kingdom or the government of any country with jurisdiction over the Seller or the Buyer.

Sanctions Event - has the meaning set out in Clause 22.4.3.

Sanctions and Export Control Laws - means any applicable laws or regulations that impose economic, trade or other restrictive measures or, export, re-export licenses or other authorisations in each case issued and enforced by a Sanctions Authority.

Sanctioned Person - means:

- a) any natural or legal person in any list of sanctioned persons of any Sanctions Authority (including the List of Specially Designated Nationals (SDN) and Sectorial or Sanctions Identifications (SSI) List); or
- b) any natural or legal person who directly or indirectly owns fifty per cent (50%) or more, individually or in the aggregate, or otherwise controls or acts for or on behalf of any one or several person(s) designated under (a) above."

8. SUPPORT MATTERS

8.1 Certain Delivery Letter Agreements contain [***]

9. [***]

9.1 This Amendment is being entered into by the Parties [***]

9.2 Except as otherwise provided for in Clause 8.1 of this Amendment, this Amendment shall [***].

10. EFFECT OF AMENDMENT

The Agreement will be deemed amended to the extent herein provided, and, except as specifically amended hereby, will continue in full force and effect in accordance with its previous terms. This Amendment contains the entire agreement between the Buyer and the Seller with respect to the subject matter hereof and supersedes any previous understandings, commitments, or representations whatsoever, whether oral or written, related to the subject matter of this Amendment.

Both Parties agree that this Amendment will constitute an integral, non-severable part of the Agreement and will be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

11. MISCELLANEOUS

This Amendment is subject to the provisions of Clauses 21, 22.6 and 22.11 of the Agreement.

12. COUNTERPARTS

This Amendment may be signed by the Parties in counterparts, which when signed and delivered will each be an original and together constitute but one and the same instrument. Counterparts may be delivered in original, faxed or emailed form, with originals to be delivered in due course.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective duly authorized officers or agents as of the day and year first above written.

Airbus S.A.S.

By: /s/ Benoît de Saint-Exupery

Name: Benoît de Saint-Exupery

Title: EVP, Sales

Frontier Airlines, Inc.

By: /s/ Howard Diamond

Name: Howard Diamond

Title: EVP, Legal

Delivery Schedule Table

Appendix C to Amendment No. 19