

AIRLINE SUPPORT FACILITIES

HANGAR LEASE AGREEMENT

Between

CITY AND COUNTY OF DENVER

And

FRONTIER AIRLINES, INC.

At

DENVER INTERNATIONAL AIRPORT

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**AIRLINE SUPPORT
FACILITIES LEASE
AGREEMENT**

THIS AIRLINE SUPPORT FACILITIES LEASE AGREEMENT (the "Lease"), made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, acting for and on behalf of its Department of Aviation (the "City"), and **FRONTIER AIRLINES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado and authorized to do business in the State of Colorado,(the "Airline");

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto, as hereinafter provided; and

WHEREAS, the Airline is a certificated air carrier in the business of providing scheduled air passenger service and transporting property, cargo and mail, or one or more thereof, to and from the Airport by aircraft; and

WHEREAS, the Airline and the City have entered into an Airport Use and Facilities Lease Agreement dated January 1, 2012, contract number 201206414 (the "Airport Use Agreement") pursuant to which the Airline has certain rights to use the facilities designated therein at the Airport subject to certain obligations; and

WHEREAS, the City proposes to lease to the Airline and the Airline proposes to lease from the City the Ground and the Facilities (collectively the "Leased Property") in accordance with this Lease which, among other matters, provides for the payment of Monthly Rental;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Airline do hereby mutually undertake, promise and agree, each for itself and its successors, as follows:

PART I - LEASE AND USE OF THE PROPERTY

1.01 LEASE OF FACILITIES.

The City hereby leases to the Airline, and the Airline hereby leases from the City, the Facilities, as described in **Exhibit A** hereto (the "Facilities"), on the terms and conditions set forth in this Lease. The Facilities (i) include all of the buildings, improvements, fixtures, and the equipment now located on the Ground, all of which are owned by the City, (ii) include any buildings, improvements, fixtures or equipment which the City may erect or install on the Ground pursuant to this Lease, and (iii) exclude any Airline Fixed Property acquired and installed by the Airline pursuant to Section 3.03. The Facilities include an aircraft hangar consisting of approximately 154,900.2 square feet with aircraft bays plus associated shop, office, and other support space. During the term of this Lease, the City shall not grant any other party any rights to use the Facilities.

1.02 LEASE OF GROUND.

The City hereby leases to the Airline, and the Airline hereby leases from the City, the Ground, as described in **Exhibit B** hereto (the "Ground"), on the terms and conditions set forth in this Lease. The Ground includes apron space on the airside of the hangar and a parking lot on the landside of the hangar. The City expressly reserves from the lease of the Ground (i) all water, gas, oil and mineral rights in and under the soil and (ii) a public right of flight through the air space above the Leased Property and any improvements. During the term of this Lease, the City shall not grant any other party any right to use the Ground. The parties agree that the total square footage of the Ground equals 1,266,219 square feet.

1.03 ACCESS.

Subject to any rules and regulations adopted and promulgated by the City regarding the Airport, including without limitation any nondiscriminatory rules and regulations governing entrance to and use of the Airport, the Airline has the right of access, ingress to and egress from the Leased Property for the Airline's employees, agents, guests, patrons, and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, vehicles, machinery and other property; and no fee, charge or toll shall be charged directly or indirectly for access rights. The foregoing shall not preclude the City or its concessionaires or licensees from making and collecting a charge for the use of public motor vehicle parking areas located off the Ground, sightseeing facilities or ground transportation to or from the Airport furnished by the City or its concessionaires or licensees, or preclude the City from imposing any excise taxes, including without limitations, sales, use and occupation taxes, any permit or license fees, and any property taxes not inconsistent with the rights and privileges granted to the Airline hereunder.

1.04 MODIFICATION OF ACCESS ROUTE.

The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such access, ingress and egress to and from the Leased Property, and any other area at the Airport, so long as a means of access, ingress and egress reasonably equivalent to that formerly provided is substituted therefor and is concurrently made available therefor. The Airline hereby releases and discharges the City of and from any and all claims, demands or causes of action which the Airline may have against the City from time to time, arising or alleged to arise out of the closing of any roadway, taxiway/apron or other right-of-way for such access, ingress and egress to or from the Leased Property, or other area at the Airport, so long as the City makes concurrently available a means of access, ingress and egress reasonably equivalent to that existing prior to each such modification.

1.05 USE OF LEASED PROPERTY.

The Airline shall have the right to use the Leased Property for a line maintenance facility and for purposes reasonably incidental thereto, including, without limitation, use of and access to the apron space within the Ground on the airside of the Facilities and the parking lot within the Ground on the landside of the Facilities. The Airline, with the approval of the CEO, which approval shall not be unreasonably withheld or delayed, shall be permitted to use the Leased Property for any additional use which constitutes a proper airport purpose and which is related to the operation of a scheduled air transportation business. The Airline shall not commit waste

of the Leased Property and shall not commit or permit any nuisance from or upon the Leased Property.

PART II - PAYMENTS UNDER THIS LEASE

2.01 PAYMENT OF MONTHLY RENTAL.

Rental payments for the Leased Property shall commence on the Effective Date (as defined below). The rental fee for the Ground (“Ground Rent”) shall be paid per month, pro-rata for any partial month, based upon the rental rates set forth in the City’s Airport Rules and Regulations, Part 120 Fees and Charges, at Section 120.09, available at the Airport website, https://www.flydenver.com/about/administration/rules_regulations. The current applicable rental rate under rule Section 120.09 is \$0.69 per square foot, although this Ground Rent is subject to change as the City may update, amend or change the applicable rental rate in Part 120.

The rental fee for the Facility (the “Facility Rent”) shall be paid per month, pro-rated for any partial month, and shall be as follows:

Year	Price Per Square Foot	Annual/Monthly Facility Rent
Year 1	\$1.00	\$154,900.20 annually/\$12,908.35 per month
Year 2	\$6.00	\$929,401.20 annually/\$77,450.10 per month
Year 3	\$15.00	\$2,323,503 annually/\$193,625.25 per month
Year 4	Year 3 price per square foot amount plus Consumer Price Index adjustment (as defined below)	To be Determined based upon CPI Adjustment.
Year 5	Year 4 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.
Year 6	Year 5 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.
Year 7	Year 6 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.
Year 8	Year 7 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.
Year 9	Year 8 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.
Year 10	Year 9 price per square foot amount plus Consumer Price Index adjustment	To be Determined based upon CPI Adjustment.

The Ground Rent and the Facility Rent together are the "Monthly Rental." The pro-rated Monthly Rental for the month in which the Effective Date occurs shall be due and payable, without notice, on the Effective Date, and the Monthly Rental for ensuing months shall be due and payable, without notice, on or before the first day of each month during the Lease term thereafter. Commencing on the fourth (4th) anniversary of the Effective Date, the Facility Rent amount shall be calculated by using the price per square foot amount used in the third year of the Lease (in that case \$15.00 per square foot) plus an adjustment equal to the Consumer Price Index (as defined herein), but in no event shall the Consumer Price Index adjustment exceed two percent (2%) (the "CPI 2% Cap"). Commencing on the fifth (5th) anniversary of the Effective Date (and each anniversary date thereafter), the Facility Rent amount shall be calculated by using the price per square foot amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed two percent (2%) in any given year. As used herein, "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the Denver/Greeley/Boulder Area (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

Airline shall pay for other equipment, services and maintenance utilized by Airline with respect to the Leased Property.

PART III - PROVISIONS RELATING TO THE LEASED PROPERTY

3.01 ACCEPTANCE AND INSPECTION OF THE LEASED PROPERTY.

The Airline has been given the opportunity to inspect the Leased Property. As of the Effective Date, subject to any representations, warranties, covenants, and obligations of the City set forth in this Lease, including, but not limited to, those representations set forth in Sections 4.05(E) and 4.05(F) contained herein, the Airline takes the Leased Property as is, where is, and with all faults.

3.02 MAINTENANCE OF THE LEASED PROPERTY.

The cost of maintenance, care and necessary replacement of the Leased Property shall be borne by the Airline during the term of this Lease following the Effective Date. The Airline covenants and agrees at its expense and without cost or expense to the City, during the term of this Lease, after the occupancy of the Leased Property, that:

(A) The Airline shall keep the Leased Property in good order and condition and will make all necessary and appropriate repairs, replacements and renewals to the Leased Property, including, but not limited to, with respect to HVAC, roof, doors, glass, fire protection system, fiber and telecom cables, electrical system, plumbing system, lined detention pond, oil/water separators and all other systems serving the Leased Property, in all cases subject to Casualty (as defined below) and ordinary wear and tear;

(B) The Airline shall not permit rubbish, debris, waste materials or anything unsightly or detrimental to health or likely to create a fire hazard or conducive to deterioration, to remain on any part of the Leased Property or to be disposed of improperly;

(C) The Airline shall provide and maintain obstruction lights and all similar equipment

or devices now or at any time required by any applicable law, ordinance or municipal, State or Federal regulation; and

(D) The Airline shall at all times maintain the Leased Property in accordance with all applicable codes of the City and the Airport Rules and Regulations, as both may be amended or otherwise modified from time to time. The Airport Rules and Regulations are available at the Airport website, https://www.flydenver.com/about/administration/rules_regulations.

3.03 AIRLINE FIXED PROPERTY; AIRLINE CAPITAL PROJECTS; ALTERATIONS TO THE LEASED PROPERTY.

(A) Airline Fixed Property.

1. The Airline may, with the prior written approval of the CEO, which shall not be unreasonably withheld, at its own cost and expense, install in or at the Leased Property any fixture or improvement or do or make alterations or do remodeling, germane to the use herein or hereafter granted. Any fixtures or improvements installed, erected or placed by the Airline in, on or about such Leased Property shall be deemed to be personal and shall be and remain the property of the Airline (the "Airline Fixed Property"), except as otherwise stated in this Section 3.03, and the Airline shall have the right at any time during the term of this Lease, so long as Airline is not in default under this Lease, to remove any or all of the Airline Fixed Property, subject to the Airline's obligation to repair damage, if any, resulting from such removal. The Airline Fixed Property shall be removed from said Leased Property by the expiration or earlier termination of the Lease and the Leased Property restored to the condition existing at the time of the occupancy under the Lease, Casualty, reasonable wear and tear excepted, unless the City, acting by and through its CEO, shall have advised the Airline in writing at the time of such installation, or not less than sixty (60) days in advance of such expiration, or not less than thirty (30) days in advance of such earlier termination, of its willingness to accept title to the Airline Fixed Property in lieu of restoration of the Leased Property, and the Airline elects to transfer title to the Airline Fixed Property in lieu of restoration of the Leased Property.
2. Any Airline Fixed Property which the City has directed the Airline to leave in place at the expiration or earlier termination of this Lease (the "City's Fixed Property") shall become the property of the City upon payment to the Airline of the balance sheet value with all applicable depreciation.
3. Concurrently with the execution and delivery of this Lease, and then on each annual anniversary date thereafter, the Airline shall provide the CEO a current list of all of the Airline Fixed Property located, used or installed on the Lease Property pursuant to this Section 3.03(A). The initial list of Airline Fixed Property the Airline delivers to the CEO shall be in a form (including the items listed thereon) reasonably acceptable to both the Airline and the City and the parties shall reasonably cooperate in creating the initial list

(B) Airline Capital Projects.

1. Notwithstanding the foregoing, CEO hereby approves and consents to Airline installing, erecting, and placing the fixtures and/or improvements set forth on **Exhibit C** attached hereto and incorporated herein by this reference (said fixtures and/or improvements are collectively, "Airline Capital Projects") on the Leased Property. The Airline Capital Projects shall be not be deemed Airline Fixed Property. The parties acknowledge and agree that Airline's Monthly Rental during year one and year two of this Lease is reduced in connection with Airline agreeing to incur the costs (subject to the credits set forth below) associated with installing, erecting, or placing the Airline Capital Projects on the Leased Property (which the parties acknowledge are anticipated to exceed any reduction in rent). Specifically, the parties acknowledge that Airline will incur costs equal to or exceeding \$5,500,000.00 in connection with the Airline Capital Projects. For any costs incurred by Airline in excess of \$3,500,000.00 (the "Reimbursement Amount") in connection with the Airline Capital Projects, City will reimburse Airline (either by direct reimburse payment or rent credit) on a dollar for dollar basis for each dollar above \$3,500,000.00 (the "Reimbursement Payment"), up to a cap of \$5,500,000.00. During Airline's construction of the Airline Capital Projects, City and Airline will meet quarterly to discuss progress and construction costs of the Airline Capital Projects. If the cost of any specific project identified as an Airline Capital Project on Exhibit C exceeds the cost set forth in Exhibit C by 30%, both will review and approve the additional costs, provided that the City's approval will not be unreasonably withheld, delayed or conditioned. The Airline, if requested by the City, shall deliver invoices and construction receipts to City as backup for any Reimbursement Payment requested by Airline. The Reimbursement Payment shall occur no later than the second rental month immediately following the delivery of the invoices and construction receipts.

(C) Alterations To The Leased Property.

1. Any improvements, alterations, and additions to the Leased Property, including the Airline Capital Projects, shall in all respects be constructed in accordance with the ordinances and any applicable code or rule and regulation of the City and County of Denver, including the Airport Rules and Regulations governing tenant construction specifications and other non-technical requirements in accordance with the Denver International Airport Design Standards Manual and Denver International Airport Environmental Management System Guidelines, and in accordance with the requirements of 42 U.S.C.A. § 1210 et seq., 49 U.S.C.A. § 41705, and 14 C.F.R. § 382, and pursuant to any required building permit to be obtained from the City and according to the customary terms and conditions thereof.
2. The Airline agrees that it shall include in its contracts with its general contractors pertaining to the Leased Property covenants that require the construction contractor and its subcontractors of any tier to pay all workers, mechanics and laborers according to rates and classifications established under the federal Davis-Bacon Act and Section 20-76 of the Denver Revised Municipal Code, whichever is greater. The Airline further agrees,

if requested by the City, to fully comply with the procedural requirements of Section 20-76 of the Denver Revised Municipal Code by requiring its general contractors and their subcontractors of any and all tiers pertaining to the Leased Property to submit to the City true and correct copies of the payroll records of all workers, laborers and mechanics employed in connection with the Leased Property. Copies of all contractor application for payment requests shall be provided to the City Auditor's Office.

3.04 AIRLINE PERSONAL PROPERTY.

The Airline may from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property on or upon the Leased Property (the "Airline Personal Property"). All of the Airline Personal Property shall remain the sole property of the Airline in which the City shall have no interest except as otherwise stated in Section 3.04. The Airline Personal Property may be purchased by the Airline on conditional sale, installment purchase or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

3.05 DISPOSITION OF AIRLINE PERSONAL PROPERTY AT END OF LEASE TERM.

All of the Airline Personal Property shall be removed by the Airline at its own expense by the expiration or earlier termination of the term of the Lease. The Airline may notify the City no later than 120 days prior to the date of the expiration or earlier termination of the Lease of the Airline's desire not to remove any of the Airline Personal Property or any portion thereof and request approval from the City to allow such Airline Personal Property to remain at the Leased Property following the Term of this Lease. The City, acting by and through its CEO, shall notify the Airline, not less than 60 days in advance of such expiration or earlier termination of the Lease, of its willingness to accept title to such of the Airline Personal Property in lieu of restoration of the Leased Property. If the City does not provide such approval or otherwise rejects the offer of the Airline Personal Property, then such Airline Personal Property shall be removed from the Leased Property as required herein.

3.06 SUBLETTING, ASSIGNMENT AND GROUND HANDLING ARRANGEMENTS.

No interests or rights under this Lease may be transferred except as provided in this Lease. The Airline may sublet, assign or otherwise transfer the Leased Property, in whole or in part, to another company, subject, however, to each of the following conditions:

(A) No sublease, assignment, ground handling agreement or other transfer shall relieve the Airline from primary liability for any of its obligations under this Lease, and the Airline shall continue to remain primarily liable for the payment of rentals, fees and charges applicable to such premises and facilities until such time as this Lease terminates in accordance with Section 5.01(A) or if the City re-lets the Leased Property at or above the amount listed in Section 2.01. If the City re-lets the Leased Property for less than the amount listed in Section 2.01, the Airline shall only be responsible for the difference between the new rent and the amount listed in Section 2.01;

(B) The Airline shall provide written notice to the City, which notice shall include a copy of the proposed sublease, assignment, or other transfer not less than thirty (30) days prior to the effective date of such arrangement;

(C) Any sublease, assignment, or other transfer shall be subject to the prior written approval of the CEO, which approval shall not be unreasonably withheld; and

(D) No sublease, assignment or other transfer hereunder to any affiliate or subsidiary corporation of the Airline shall be permitted without compliance with all of the conditions set forth in Subsections (A), (B) and (C) above.

(E) Notwithstanding anything contained in Subsection (A) to the contrary, in the event Airline subleases, assigns, or transfers its interests under this Lease to another company ("Assignee"), Airline shall be relieved of its obligations and liabilities under the Lease if: (i) Assignee expressly assumes all of Airline's obligations and liabilities hereunder in writing and such writing is delivered to City, and (ii) Assignee has the financial capability, as reasonably determined by City, to fulfill and satisfy Airline's obligations and liabilities set forth in this Lease.

3.07 RIGHT TO ENTER AND MAKE REPAIRS.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to the Airline's operations as is reasonably practicable) to enter upon the Leased Property for the following purposes, it being understood and agreed that no such entry by or on behalf of the City upon the Leased Property shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by the Airline:

(A) To inspect the Leased Property at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether the Airline has complied and is complying with the terms and conditions of this Lease with respect to the Leased Property.

(B) To perform maintenance and make repairs and replacements in any case where the Airline is obligated to do so and has failed after reasonable notice to do so, in which event the Airline shall reimburse the City for the reasonable cost thereof promptly upon demand and production by the City of documentation with respect thereto.

(C) To perform maintenance and make repairs and replacements in any case where the City is obligated to do so, and in any other case where the City, in its reasonable judgment, determines that it is necessary or desirable to do so in order to preserve the structural safety of the Leased Property or any building included within the Leased Property or to correct any condition likely to cause injuries or damages to persons or property.

(D) In the lawful exercise of the City's lawful police power.

3.08 ABANDONMENT OF LEASED PROPERTY.

If the Airline ceases to occupy and use the Leased Property for a continuous period of six (6) consecutive months, the City, acting by and through its CEO, may consider the Leased Property abandoned, and upon not less than thirty (30) days prior written notice to the Airline, may terminate this Lease. Such notice by the City shall not relieve the Airline of its obligations under this Lease related to the termination of this Lease.

3.09 DESTRUCTION OF PROPERTY.

If the Leased Property, or any portion thereof, is damaged or destroyed by fire, flood or natural disaster (a "Casualty"), then:

(A) The City, after consultation and agreement with Airline, shall forthwith repair, reconstruct and restore the damaged or destroyed portions of the Leased Property to substantially the same condition, character, utility and value as existed prior to such Casualty, unless the City and the Airline agree that no such reconstruction is necessary or that reconstruction to some other condition, character, utility and value is appropriate or desired; and

(B) If such Leased Property is damaged to such an extent that the Leased Property is untenable, the City, acting by and through the CEO, will make all reasonable efforts to provide substantially equivalent substitute premises, and such substitute premises will be made available to the Airline, subject to the Airline's approval, consistent with those rentals, rates, fees and charges for the use of the substitute premises at the Airport as established and modified from time to time by the City in accordance with this Lease.

(C) For the portions of the Leased Property that are untenable, the Airline shall receive a pro rata abatement of rentals, fees and charges applicable thereof from the date of the Casualty to the date upon which such portions of the Leased Property are repaired and restored.

3.10 ENVIRONMENTAL

(A) Definitions.

1. "Adverse Environmental Condition" means any violation of Environmental Law or any release, threatened release, spill, or discharge of contamination or Hazardous Materials on, under, from or about the Aggregate Leased Property.
2. "AFFF" means Aqueous Film Forming Foam compounds consisting of fluorinated chemicals, specifically per- and polyfluoroalkyl substances.
3. "Airline Environmental Disclosures" means all the documents and reports set forth and disclosed on **Exhibit D-1** attached hereto and incorporated herein by this reference.
4. "City Environmental Disclosures" means all the documents and reports set forth and disclosed on **Exhibit D-2** attached hereto and incorporated herein by this reference.
5. "Environmental Law" means federal, state and local laws, ordinances, rules, regulations and common law related in any way to the protection of the environment, health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq. the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., whether now in effect or hereinafter enacted, promulgated, modified or amended, and including the regulations promulgated thereunder.

6. "Hazardous Materials" means any "hazardous material", "hazardous substance," "hazardous waste", "toxic substance", "pollutant", "contaminant," "petroleum" and "natural gas liquids," as those terms are defined or used in Section 101 of CERCLA or any other federal, State or local law, statute, ordinance, rule or regulation applicable to the Aggregate Leased Property, including any amendment of any of the foregoing, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos (whether encapsulated or not), urea formaldehyde, and radioactive materials. "Hazardous Materials" shall also include AFFF.
 7. An "Airline Environmental Issue" means any Adverse Environmental Condition for which Airline shall be primarily responsible for the remedy of such Adverse Environmental Condition pursuant to Section 3.10 (F).
 8. The term "Aggregate Leased Property" shall include the "Leased Property" as defined in this Lease, as well as the "Leased Property" as defined in the June 10, 2014 Lease Agreement between City and Airline (identified as City contract number 201311728-00, and referred to as the "Prior Lease").
 9. Solely with respect to this Section 3.10, the term "Non-Leased Property" shall include the Ground and Facilities which were included in the Prior Lease, but are not included within this Lease, as depicted on **Exhibit E**.
 10. "Remediation" (or its verb form "Remediate") means any cleanup, response, removal, remedial, corrective or other action to clean up, detoxify, decontaminate, treat, contain, prevent, cure, mitigate or otherwise remedy any release, threatened release, spill, or discharge of Hazardous Materials, and any action to comply with any Environmental Law with respect to a release, threatened release, spill or discharge of Hazardous Materials.
- (B) The Airline may store and use Hazardous Materials, chemicals, or fuel on the Leased Property for lawful purposes in accordance with applicable laws, including Environmental Laws, in the ordinary course of the Airline's present and future maintenance, repair, overhaul and other permitted activities. The Airline's use of the Leased Property shall comply with the Environmental Management System Guidelines, which is subject to periodic change. The current version of the Environmental Guidelines is available at: https://www.flydenver.com/about/administration/environmental_management#guidelines. The City will notify Airline of any future updated versions of the Environmental Management System Guidelines. Any future updated versions of the Environmental System Guidelines shall not be deemed to supersede or preempt the allocation of responsibilities set forth in Section 3.10 (F), of the Lease. The Airline's use of the Leased Property shall also comply with all applicable Environmental Laws.
- (C) Environmental Disclosures.
1. As of the Effective Date, the City represents that, to the best of the City's knowledge, the following constitutes all documents in the City's possession or control concerning any Adverse Environmental Condition: (i) all documents filed,

disclosed, or produced by City or Airline in the administrative action captioned *In the Matter of Frontier Airlines, Inc., Petitioner, v. City and County of Denver, Respondent*, Case No. DEN 2017-01) (the "Administrative Action Documents"), and (ii) the "City Environmental Disclosures" (collectively the Administrative Action Documents and the City Environmental Disclosures shall be the "City Environmental Reports"). Further, City represents that true and complete copies of the City Environmental Disclosures have been delivered to the Airline.

2. As of the Effective Date, the Airline represents that, to the best of the Airline's knowledge, the following constitutes all documents in the Airline's possession or control concerning any Adverse Environmental Condition: (i) the Administrative Action Documents, and (ii) the Airline Environmental Disclosures (collectively, the Administrative Action Documents and the Airline Environmental Disclosures shall be the "Airline Environmental Reports"). Further, Airline represents that true and complete copies of the Airline Environmental Disclosures have been delivered to the City.

(D) Environmental Representations.

1. Except as disclosed in the Initial Phase I, the City Environmental Reports and the Airline Environmental Reports, to the best of the City's knowledge, there are no Adverse Environmental Conditions at the Aggregate Leased Property.
2. Except as disclosed in the Initial Phase I, the City Environmental Reports and the Airline Environmental Reports, to the best of the Airline's knowledge, there are no Adverse Environmental Conditions at the Aggregate Leased Property.

(E) Environmental Audits.

1. The Airline shall commission a Phase I Environmental Site Assessment of the Aggregate Leased Property, authored by Ninyo & Moore, a draft of which shall be provided to the City and Airline for their review and approval by June 1, 2019 (the "Draft Phase I"). City and Airline shall have five business days to review and approve the Draft Phase I (hereinafter, the approved and final report shall be the "Initial Phase I"). City and Airline acknowledge that in connection with this Lease, the Initial Phase I shall be used as a baseline to assist in the determination of future environmental liability between City and Airline. Following execution of the Lease, City agrees to reimburse Airline for the cost of the Initial Phase I within thirty days of receipt of an invoice and all appropriate supporting documentation that sets forth City's costs and expenses incurred pursuant to this subsection.
2. With respect to the environmental condition of the Leased Property, within 90 days before the expiration or earlier termination of the Lease, the Airline shall obtain, at Airline's sole cost, and provide the City with a copy of a Phase I Environmental Site Assessment performed in accordance with the then-existing standard for Phase I environmental site assessments (the "Airline Phase I"), prepared by an environmental consultant reasonably acceptable to the City and authorizing the City to rely on the Airline Phase I. In the event Airline fails to obtain the Airline Phase I, the City may obtain a Phase I Environmental Site Assessment, the cost of which shall be reimbursed by Airline within thirty days of receipt from the City

of the invoice(s) for the Phase I Environmental Site Assessment.

(F) Remediation of Adverse Environmental Conditions.

1. Airline shall not be responsible or liable for any pre-existing, but currently unknown, Adverse Environmental Condition which is identified during the construction of the Airline Capital Projects, unless the identified Adverse Environmental Condition was caused, created, exacerbated, or contributed to, by the Airline or the Airline's officers, employees, contractors, subcontractors, licensees, invitees or agents, in which case responsibility and liability for such Adverse Environmental Condition shall be determined in accordance with the applicable provisions in Sections 3.10(F)4 and 5 below. Notwithstanding any other provision in this Section 3.10 (F) to the contrary, Airline shall not be responsible or liable for any Adverse Environmental Condition that was caused, contributed to or exacerbated by Airline's construction of the Airline Capital Projects, so long as any contractors or subcontractors retained by Airline to perform the work required to implement Airline Capital Projects maintain insurance policies that (a) name the City as an additional insured with a direct right to claim under the policy, and (b) includes contractor pollution legal liability coverage with policy limits of \$5,000,000 per incident and in the aggregate.
2. Airline shall not be responsible or liable for any Adverse Environmental Condition which occurred exclusively before Airline occupied the Aggregate Leased Property (a "Non-Airline Pre-Existing Condition"). For the purposes of this provision, the Airline shall be deemed to have occupied the Aggregate Leased Property commencing on June 10, 2014, the effective date of the Prior Lease. City shall be solely responsible for Remediation of any Non-Airline Pre-Existing Condition; provided, however, that Airline shall share liability for any Non-Airline Pre-Existing Condition that was caused, contributed to or exacerbated by Airline's construction of the Airline Capital Projects where the contractors or subcontractors retained by Airline to perform the work required to implement Airline Capital Projects failed to maintain the insurance policies required in Section 3.10 (F)1.
3. Airline shall not be responsible or liable for any Adverse Environmental Condition which commenced before Airline occupied the Aggregate Leased Property and that continued into Airline's occupancy of the Aggregate Leased Property, so long as Airline did not contribute to or exacerbate said Adverse Environmental Condition. This shall also be referred to as a "Non-Airline Pre-Existing Condition". For the purposes of this subsection, Airline shall be deemed to have occupied the Aggregate Leased Property commencing on June 10, 2014, the effective date of the Prior Lease. City shall be solely responsible for Remediation of any Non-Airline Pre-Existing Condition addressed in this Section 3.10(F)3. If Airline did contribute to or exacerbate an Adverse Environmental Condition falling within this Section 3.10(F)3, then responsibility for the costs associated with such Adverse Environmental Condition shall be addressed under Section 3.10(F)5.
4. Airline shall be responsible for, as an Airline Environmental Issue, any Adverse Environmental Condition which occurs exclusively during the term of this Lease or which was caused or created by the Airline or the Airline's officers, employees, contractors, subcontractors, licensees, invitees or agents exclusively during the

term of the Prior Lease. Provided, however, that (i) Airline shall have no liability or responsibility for the work and liability assumed by City in Paragraph 3 of the November 29, 2017 Settlement Agreement and Release between City and Airline, which liability and responsibility remains with City, (ii) Airline shall have no responsibility and liability for any contamination or Hazardous Materials which have migrated onto the Aggregate Leased Property, except to the extent the off-site release was caused by Airline or the Airline's officers, employees, contractors, subcontractors, or agents, (iii) Airline shall have no responsibility and liability for any Adverse Environmental Condition which occurs within the Non-Leased Property during the term of this Lease (and therefore, City shall be responsible for any such Adverse Environmental Condition which occurs within the Non-Leased Property during the term of this Lease), except to the extent the Adverse Environmental Condition which occurs within the Non-Leased Property was caused by Airline or the Airline's officers, employees, contractors, subcontractors, licensees, invitees or agents, and (iv) Airline shall have no responsibility or liability to the extent such Adverse Environmental Condition was caused by the City, or its officers, employees, contractors, subcontractors, or agents (and therefore, the City shall be responsible to the extent it caused such Adverse Environmental Condition). If the City contributes to or exacerbates an Adverse Environmental Condition which was otherwise caused or created by the Airline or the Airline's officers, employees, contractors, subcontractors, licensees, invitees or agents exclusively during the term of the Lease or the Prior Lease, then this shall be a Shared Condition subject to the apportionment process established in Section 3.10(F)5.

5. Airline and City shall be responsible, on a pro rata basis with any other responsible parties, for any Adverse Environmental Condition which commenced before the Lease or the Prior Lease, where Airline has contributed to or exacerbated such pre-existing Adverse Environmental Condition during the Lease or Prior Lease (a "Shared Condition"). By way of example only, if a source of on-going contamination (e.g., a chemical storage tank) was used or maintained by a prior tenant of the Aggregate Leased Property and is also used by the Airline during the term of the Lease or the Prior Lease, then the Adverse Environmental Condition resulting from that source of contamination is a Shared Condition and Airline shall be responsible on a pro rata basis for its contribution to this Adverse Environmental Condition. The City shall have the responsibility, at its cost and expense, for the Remediation of any such Shared Condition, subject to its right to seek contribution from the Airline pursuant to this Section 3.10(F)5. In the event a Shared Condition has been identified, the City and Airline may each retain, at their sole cost and expense, an environmental consultant to determine the pro rata share of all parties potentially responsible for the Shared Condition. If the parties' outside consultants cannot reasonably agree on the apportionment of liability amongst all potentially responsible parties, then responsibility for the Shared Condition shall be apportioned as follows: (X) Airline pro rata percentage of remedial costs to address a Shared Condition (the "Airline Share") shall equal (i) the number of months Airline has been in possession of the Aggregate Leased Property (ii) divided by the number of months the source of contamination has been in-place at the Aggregate Leased Property, if known, and if not known, the number of months since January 1, 1994 (iii) multiplied by 100; and (Y) the City pro rata percentage of remedial costs to address a Shared Condition (the "City Share") shall be (i) 100% (ii) minus the Airline Share. Airline will reimburse City

for the Airline Share of the Remediation costs within thirty days of receipt of an invoice and all appropriate supporting documentation that sets forth City's costs and expenses incurred pursuant to this subsection. City does not need to wait until completion of Remediation to submit invoices to Airline for reimbursement.

6. If there is any emergency, sudden or accidental release or threat of release of any Hazardous Materials at the Leased Property, then Airline shall (1) have the primary responsibility for making the appropriate initial reports to the applicable Federal, state or local administrative agency with applicable authority over the Adverse Environmental Condition (the "Regulator"), and (2) have the primary responsibility for taking the appropriate emergency actions to respond to the release or threat of release, including temporarily stopping and containing such release or threatened release. Airline's obligations under this Section 3.10(F)6 shall terminate once the emergency ceases or is temporarily brought under control. Ultimate responsibility or liability for the emergent condition shall then be determined in accordance with Section 3.10(F)1-5.
7. Conduct of Remediation by Airline of an Airline Environmental Issue. Subject to Section 3.10(H), the following provisions shall apply when Airline is required under this Lease to Remediate an Airline Environmental Issue. All of the work required to be performed by Airline under Section 3.10(F)7 shall be at Airline's sole cost and expense, subject to reimbursement of the City Share from the City, as applicable, and Airline's rights under any Environmental Laws or agreements to seek contribution from any third-parties.
 - (i) Airline shall be primarily responsible for making any and all required reports, including initial notification of any Adverse Environmental Condition, to the Regulator.
 - (ii) Airline will conduct the Remediation of any Airline Environmental Issue in full compliance with all applicable Environmental Laws, including when necessary removal and proper disposal of contaminants and Hazardous Materials. Unless otherwise directed by a Regulator, Airline's Remediation shall restore the applicable contaminated soils and groundwater to non-residential cleanup standards or their equivalent. Airline will cause all such Remediation to be performed by a fully certified and licensed contractor in full compliance with applicable local, state, and federal laws, regulations, and ordinances, including DEN Rules and Regulations.
 - (iii) Airline will cause all such Remediation, including the submittal of any required periodic reports to the Regulator, to be commenced and performed within a reasonable time and with reasonable due diligence, keeping in mind Airline's business needs, until all legally applicable Remediation standards have been met and the Regulator has issued a "No Further Action Letter", or its reasonable equivalent, stating that no further Remediation is presently required under Environmental Law (a "No Further Action Letter").

- (iv) Airline will use reasonable efforts to ensure that the Remediation is performed in a manner that will minimize disruption of any business operations on the Aggregate Leased Property and the Airport.
- (v) Airline shall provide the City with a copy of any environmental report prepared by Airline or its agents that is submitted to a Regulator within thirty (30) days after its submission.
- (vi) Airline shall provide the City with quarterly progress reports while there is any on-going Remediation being performed by Airline. The quarterly reports shall be submitted to the City on April 1, July 1, October 1 and January 5.
- (vii) Within ten (10) days of receiving the No Further Action letter, Airline shall deliver a copy of the No Further Action letter to the City. By no later than 60 days (or if more than 60 days is needed to perform such action, such reasonable time period as is necessary) after Airline's receipt of the No Further Action Letter, Airline shall, at its sole cost and expense, restore any facilities on the Aggregate Leased Property, and any improvements located on any other portion of the Airport impacted by the Remediation to the condition that existed before the commencement of any Remediation, reasonable wear and tear excepted, by the Airline to address the Airline Environmental Issue.
- (viii) Prior to entry onto the Aggregate Leased Property, in the event the Airline is no longer in possession of the Aggregate Leased Property, or no longer has access to the Airport to perform Remediation, Airline shall provide seven (7) days prior written notice to the City, which notice shall include the identity of the entities and individuals who will require access and a description of the work to be performed. Airline agrees that, prior to accessing the Aggregate Leased Property or Airport to undertake any Remediation work, Airline shall provide or cause its contractors, agents and consultants to provide the City with certificates of insurance, from an insurance company licensed to do business in the State of Colorado, for each and every entity entering the Aggregate Leased Property or Airport, evidencing liability insurance in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for personal injury and property damage, and Environmental Liability insurance and professional errors and omissions insurance with a limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) for each occurrence and in the aggregate. The City shall be named as an additional insured on all such required insurance policies.

8. Conduct of Remediation by City. The following provisions shall apply when City

is required under this Lease to address an Adverse Environmental Condition. All of the work required to be performed by City under this Section 3.10(F)8 shall be at City's sole cost and expense, subject to reimbursement of the Airline Share from the Airline, as applicable, and City's rights under any Environmental Laws or agreements to seek contribution from any third-parties.

- (i) City shall be primarily responsible for making any and all required reports, including initial notification of any Adverse Environmental Condition, to the Regulator.
- (ii) City will conduct the Remediation in full compliance with all applicable Environmental Laws, including when necessary removal and proper disposal of contaminants and Hazardous Materials. Unless otherwise directed by a Regulator, City's Remediation shall restore the applicable contaminated soils and groundwater to non-residential cleanup standards or their equivalent. City will cause all such Remediation to be performed by a fully certified and licensed contractor in full compliance with applicable local, state, and federal laws, regulations, and ordinances, including DEN Rules and Regulations.
- (iii) City will cause all such Remediation, including the submittal of any required periodic reports to the Regulator, to be commenced and performed within a reasonable time and with reasonable due diligence, keeping in mind City's business needs, until all legally applicable Remediation standards have been met and the Regulator has issued a No Further Action Letter.
- (iv) City will use reasonable efforts to ensure that the Remediation is performed in a manner that will minimize disruption of any of Airline's business operations on the Aggregate Leased Property and the Airport.
- (v) City shall provide Airline with a copy of any environmental report prepared by City or its agents that is submitted to a Regulator within 30-days after its submission.
- (vi) City shall provide Airline with quarterly progress reports while there is any on-going Remediation being performed by City. The quarterly reports shall be submitted to Airline on April 1, July 1, October 1 and January 5.
- (vii) Within ten (10) days of receiving the No Further Action letter, City shall deliver a copy of the No Further Action letter to the Airline. If the Airline remains in possession of the Leased Property, by no later than 60 days (or if more than 60 days is needed to perform such action, such reasonable time period as is necessary) after City's receipt of the No Further Action Letter, City shall, at its sole cost and expense, restore any facilities on the Leased Property to

the condition that existed before the commencement of any Remediation, reasonable wear and tear excepted, by the City to address the Adverse Environmental Condition.

- (viii) If the Airline remains in possession of the Aggregate Leased Property, then prior to entry by the City onto the Aggregate Leased Property, City shall provide seven (7) days prior written notice to the Airline, which notice shall include the identity of the entities and individuals who will require access and a description of the work to be performed. City agrees that, prior to accessing the Aggregate Leased Property to undertake any Remediation work, City shall cause its contractors, agents and consultants to provide Airline with certificates of insurance, from an insurance company licensed to do business in the State of Colorado, for each and every entity entering the Aggregate Leased Property evidencing liability insurance in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for personal injury and property damage, and Environmental Liability insurance and professional errors and omissions insurance with a limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) for each occurrence and in the aggregate. Airline shall be named as an additional insured on all such required insurance policies

9. As used in this Section 3.10, “contributed to” or “exacerbated” an Adverse Environmental Condition shall encompass situations where a party did not initially cause or create the Adverse Environmental Condition, but through that party’s acts or omissions, has made the extent or degree of the existing Adverse Environmental Condition worse, such that the cleanup is or will become more complex, costly or take longer to complete. With respect to a party’s ‘omission,’ there can only be deemed to be a failure to act (e.g., an omission) where the party knew or reasonably should have known of the existing Adverse Environmental Condition and for which some action would have been feasible and necessary to address the Adverse Environmental Condition.

(G) Nothing in Section 3.10(F) shall restrict, limit or otherwise hinder or prevent any party from seeking contribution from any third-parties for any costs, expenses, or liabilities related to the Remediation.

(H) Subject to Section 3.10(H)1, the obligations set forth in Section 3.10(F) shall survive the expiration or early termination of the Lease.

- 1. Airline shall have no obligation to perform any Remediation following the expiration or early termination of the Lease, so long as Airline procures and maintains an environmental insurance policy in accordance with this paragraph (the “Environmental Insurance Policy”). The Environmental

Insurance Policy shall provide insurance coverage in an amount of at least Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate to pay for any costs and expenses for Remediation of the Aggregate Leased Property that would be otherwise required to be performed by Airline pursuant to this Lease, but for the expiration or early termination of the Lease. The Environmental Insurance Policy shall be procured and maintained at Airline's sole expense and shall provide coverage on a claims-made basis for five calendar years following the expiration or early termination of the Lease. The Environmental Insurance Policy shall name City as an additional insured with a direct right to claim under the policy. During this five-year period, such Environmental Insurance Policy shall not be cancelled, terminated or materially changed with less than sixty (60) days prior written notice having been given to City. In the event of the cancellation or termination of such Environmental Insurance Policy, Airline shall be required, in order to maintain the liability carve-out in this section, to furnish a new or replacement Environmental Insurance Policy reasonably acceptable to City no later than thirty (30) calendar days prior to the effective date of the cancellation or termination of the prior Environmental Insurance Policy.

(I) In the event of any conflict between the obligations set forth in the Lease, the April 5, 2019 Letter Agreement entered into between the City and the Airline (the "Letter Agreement") or any Environmental System Guidelines, the conflict shall be resolved by giving precedence in the following order: (1) the Letter Agreement; (2) the Lease; (3) the Environmental System Guidelines.

(J) As part of its on-going requirements regarding operation and maintenance at the Leased Property, Airline shall, at least once per week during the term of the Lease, measure and record the volume of AFFF held in the aboveground storage and piping distribution systems on the Leased Premises for the purpose of detecting any actual or potential releases of AFFF. Airline shall provide immediate notice to City when any of the required weekly measurements indicate a potential release of AFFF. Copies of the daily records shall be provided to City on a quarterly basis, with the quarterly reports for the preceding quarter due to the City on January 15, April 15, July 15, and October 15 for the respective prior quarter.

(K) The provisions of this Section 3.10 shall be the exclusive section in this Lease governing and addressing environmental issues.

PART IV - GENERAL PROVISIONS

4.01 "CEO" DEFINED.

As used in this Lease, the term the "CEO" shall mean the Chief Executive Officer of the City's Department of Aviation or the CEO's successor in function having jurisdiction over the management, operation and control of the Airport.

4.02 CEO'S AUTHORIZED REPRESENTATIVE.

Wherever reference is made herein to the "CEO's authorized representative", or words of similar import are used, shall mean the Senior Vice President of Airline and Commercial Affairs or his/her successor in function (the "SVP"). The SVP shall be such authorized representative of said CEO until notice otherwise is hereafter given to the Airline.

4.03 AGREEMENTS WITH THE UNITED STATES.

This Lease is subject and subordinate to the provisions of any agreements between the City and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Improvement Act of 1982, as amended. The provisions of **Appendices 1 and 2**, attached hereto, are incorporated herein.

4.04 BOND ORDINANCE.

This Lease is in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport and airport system and to any other bond ordinances which should amend, supplement or replace such bond ordinances.

The parties to this Lease acknowledge and agree that all property subject to this Lease which was financed by the net proceeds of tax-exempt bonds is owned by the City, and the Airline agrees not to take any action that would impair, or omit to take any action required to confirm, the treatment of such property as owned by the City for purposes of Section 142(b) of the Internal Revenue Code of 1986, as amended. In particular, the Airline agrees to make, and hereby makes, an irrevocable election (binding on itself and all successors in interest under this Lease) not to claim depreciation or an investment credit with respect to any property subject to this Lease which was financed by the net proceeds of tax-exempt bonds and shall execute such forms and take such other action as the City may request in order to implement such election.

4.05 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED; CITY REPRESENTATIONS.

(A) The Airline shall not use, or permit the use by parties authorized by the Airline, the Leased Property, or any other portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those authorized by this Lease, or hereafter authorized in writing by the CEO. No use shall be considered authorized by this Lease if such use would adversely affect the tax exempt status of Airport Revenue Bonds.

(B) The Airline shall comply with and shall cause its officers and employees and any other persons over whom it has control to comply with such reasonable rules and regulations governing the use of the Leased Property and any other portion of the Airport as may from time to time be adopted and promulgated by the City for the management, operation and control of the Leased Property, including those pertaining to the operation of automobile and vehicular traffic and parking facilities thereon, and with such reasonable amendments, revisions, additions and extensions thereof as may from time to time be adopted and promulgated; provided,

however, such rules and regulations shall not be inconsistent with the rights herein granted to the Airline; provided, further, that nothing herein shall be considered to restrict the lawful police power of the City.

(C) The Airline shall, at all times, faithfully obey and comply with all existing and future laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Airline and its operations and activities in and at the Airport, including the Leased Property, and also including using the Airfield Area in accordance with the Federal Aviation Administration's (FAA) flight tracks and other restrictions and limitations regarding noise emanating from departing aircraft from the Airport, as set forth in the Final Environmental Impact Statement for the New Denver Airport.

(D) It is agreed and understood by the parties hereto that disputes arising under or related to this Lease shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Airline's right to appeal the determination under Colorado Rule of Civil Procedure 106.

(E) The City represents that, to the best of its knowledge, the Leased Property is in full compliance with all laws, rules and regulations adopted by federal, state, local or other governmental bodies and applicable to or affecting the Leased Property and its operations and activities in and at the Airport.

(F) The City represents that the Leased Property and any common use areas comply with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, and that the Leased Property shall remain in compliance with such laws, regulations and building codes throughout the term of this Lease and any extensions thereto.

PART V - TERM OF LEASE

5.01 TERM OF LEASE.

(A) The term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

- (i) Ten years from the Effective Date (the "Initial Term");
- (ii) Any early termination in accordance with Section 5.02, or 5.03; or
- (iii) At the City's or the Airline's option, upon the date on which the Airport Use Agreement expires or is terminated in accordance with its terms.

(B) After the end of the Initial Term, the Airline will have an exclusive right to elect to extend the Lease for up to two five-year periods (each, a "Lease Extension"). The Airline must exercise this right twenty-four (24) months prior to the end of the Term. The Monthly Rental for each Lease Extension will be determined based on an assessment of the fair market value of the Leased Property. The assessment shall be performed at the time Airline notifies the City of its intent to exercise the Lease Extensions (e.g., at year 8 and 13 of the Lease). Prior to the

beginning of each Lease Extension, the Parties will negotiate in good faith the new Monthly Rental rate for each extension. The new Monthly Rental rate will be documented in writing and signed by both Parties. If the Parties are unable to reach an agreement on the new Monthly Rental rate, the Parties will each retain their own assessor to assess the value of the Leased Property for purposes of determining the new rental rate. The Parties will continue to negotiate a new rental rate based upon the property assessments each Party obtains. If the Parties still cannot reach an agreement on the new Monthly Rental rate, then the Parties' assessors will identify a neutral third assessor who will, using the two existing appraisals, determine the value of the Leased Property for the purpose of establishing the new Monthly Rental rate. The Parties agree to accept the new Monthly Rental Agreement rate established by the neutral assessor. The cost of the neutral assessor shall be paid equally by both Parties. There shall be a cap to the New Monthly Rent (the "Cap"), as set forth below.

(i) Notwithstanding the foregoing, for the first Lease Extension, the new Monthly Rent rate shall not exceed the year 8 rental rate adjusted by the sum, for lease years 3 through 8, of the difference between the actual Consumer Price Index and the CPI 2% Cap. For example, when the new rent is set at year 3, if the actual Consumer Price is 10%, then the difference between the actual Consumer Price Index and the CPI 2% Cap is 8%. That 8% difference shall be added with all such differences calculated for years 4 through 8 to calculate the Cap for the New Monthly Rent for the first Lease Extension.

(ii) For the second Lease Extension, the new Monthly Rent rate shall not exceed the year 13 rental rate adjusted by the sum, for lease years 9-13, of the difference between the actual Consumer Price Index and the CPI 2% Cap.

5.02 TERMINATION OF LEASE BY AIRLINE.

The Airline, at its option, may also declare this Lease terminated upon the happening of any one or more of the following events:

(A) If by reason of any action or non-action of any federal or other governmental agency having jurisdiction to grant a certificate of convenience and necessity, or similar document, authorizing the Airline to operate aircraft in or out of the Airport (including action in the nature of alteration, amendment, modification, suspension, cancellation or revocation of any such certificate, permit or document), the Airline shall cease to have authority to operate aircraft in or out of the Airport pursuant to such a certificate or document, provided that (i) such governmental action or non-action was not requested by the Airline, and the Airline made all reasonable efforts to prevent such governmental action or non-action, or in the alternate, (ii) the City had a reasonable opportunity to appear before such federal or other governmental agency and be heard in opposition to such governmental action or non-action prior to the occurrence, if it desired to do so or, in the alternate, (iii) the Airline gave the City reasonable advance notice that such governmental action or non-action was being requested or might occur, and the Airline made a reasonable effort to the end that the City might have an opportunity to appear and be heard as aforesaid; or

(B) If by legislative action of the United States the Airline is deprived of such certificate or similar document; or

(C) If a court of competent jurisdiction issues an injunction or restraining order against

the City or any successor body to the City preventing or restraining the Airport for airport purposes in its entirety, or the use of any part thereof which may be used by the Airline and which is substantially necessary to the Airline for its operations, and if such injunction remains in force for a period of ninety (90) days or more and is not stayed by appeal or a writ of error; or

(D) If the City's operation of the Airport is substantially restricted by action of any federal or other governmental agency having jurisdiction with respect thereto which substantially and adversely affects, for a period of at least ninety (90) days, the Airline's use of the Airport in the conduct of its air transportation business; provided, however, that none of the foregoing is due primarily to any fault of the Airline; or

(E) If the Leased Property is damaged or destroyed by a Casualty as set forth in Section 3.09 herein, and the City and the Airline mutually agree that such destruction of the Leased Property is beyond repair and that substantially equivalent substitute premises and facilities are not available.

(F) If the City materially changes the tax exemption set forth in D.R.M.C. § 53-26.2, the Airline shall have the right to terminate this Lease, without penalty, after providing the City with one hundred eighty (180) days' prior written notice of such termination under this Section 5.02(F).

5.03 EFFECTIVE DATE OF TERMINATION.

Notwithstanding anything to the contrary in this Lease, no termination declared by either party shall be effective until not less than thirty (30) days have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and if such termination is by reason of a default under this Lease for which termination is authorized, specifying such default with reasonable certainty). No such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period, or in the event such cause is a default under this Lease (for which termination is authorized) and if by its nature such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the party in default commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable; provided that the thirty (30) day period shall not apply to termination declared for failure of the Airline to pay Monthly Rental, for which termination may be declared by the City upon fifteen (15) days' written notice, unless the Airline remedies such default within such fifteen (15) day period; and provided further that the Airline will be allowed only two (2) notices of default with respect to payments of Monthly Rental in any one year which it may cure. Upon termination of this Lease, the parties hereto shall be relieved from all obligations hereunder except as set forth in Sections 3.03, 3.04, 3.10, 5.04, 5.05, 6.01, 6.02, 9.07, and 9.14. The right of any party hereto to terminate this Lease shall not in any manner affect or limit such party's right to exercise any other right or remedy it may then have under applicable law.

5.04 SURRENDER AND HOLDING OVER.

The Airline covenants that at the expiration or early termination of the Lease, it will quit and surrender such Leased Property in good state and condition, except for reasonable wear and tear, Casualty, and damage due to the negligent or willful act or omission of the City, and also except as otherwise provided in Sections 3.03 and 3.04, the Airline shall forthwith remove therefrom all of the Airline Fixed Property and the Airline Personal Property. The City shall have the right on such termination to enter upon and take possession of such Leased Property with or

without process of law, without liability for trespass.

Should the Airline hold over the use of or continue to occupy any portion of such Leased Property after the expiration of the term of this Lease, such holding over shall be deemed merely a tenancy from month to month. The Monthly Rental for each month of such holding over shall be paid as required by Section 2.01. All conditions as herein or hereafter provided shall remain the same, except for term.

5.05 TERMINATION OF HOLDOVER.

If the Airline holds over pursuant to Section 5.04, either party may, with or without cause, cancel or terminate said tenancy by giving not less than thirty (30) days prior written notice to the other party. Said notice shall set out the date of such cancellation and termination.

PART VI - PERFORMANCE BOND, INDEMNIFICATION AND INSURANCE

6.01 PERFORMANCE BOND.

(A) Except as otherwise provided by Airport Rules and Regulations, as they may be adopted or amended from time to time, upon execution of this Lease, the Airline shall deliver to the CEO for the City, and shall maintain in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease, a valid corporate Performance Bond, or an irrevocable Letter of Credit, in an amount equal to three (3) months of rent, based upon the year-three Monthly Rental, payable without condition to the City, with surety acceptable to and approved by the City's CEO, which bond or irrevocable letter of credit shall guarantee to the City full and faithful performance of all of the terms and provisions of this Lease to be performed by the Airline, and as said Lease may be amended, supplemented or extended.

(B) Alternatively, the Airline may modify the Airport Use Agreement letter of credit or performance bond to include this Lease, deliver the same to the CEO upon the commencement of the term of this Lease and maintain modified Airport Use Agreement letter of credit or performance bond in effect at all times during the term of this Lease, including a period of six (6) months after expiration or earlier termination of the Lease.

(C) Notwithstanding the foregoing, if at any time during the term hereof, the CEO reasonably deems the amount of the surety insufficient to properly protect the City from loss hereunder because the Airline is or has been in arrears with respect to such obligations or because the Airline has, in the reasonable opinion of the CEO, violated other terms of this Lease, the Airline agrees that it will, after receipt of notice, increase the surety to an amount required by the CEO; provided however, the percentage increase in the amount of surety shall not exceed the annual percentage increase that has occurred with respect to the Airline's rental and fee rates in effect under this Lease.

6.02 INDEMNIFICATION.

(A) Subject to the allocations of liability and responsibility set forth in Section 3.10, the Airline agrees to indemnify and save harmless the City, its officers, agents and employees, from and against (1) any and all loss of or damage to property, or injuries to, or death of, any person or persons, including property and officers, employees and agents of

the City; and (2) all claims, damages, suits, costs, expense, penalties, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, which, with respect to clauses (1) and (2) hereof, in any way result from, or arise out of, Airline's operations in connection herewith, or its use or occupancy of any portion of the Airport and the acts, omissions, or wrongful conduct of officers, employees, agents, contractors or subcontractors of the Airline, including without limitation, the provision or failure to provide security as herein required and the use, disposal, generation, transportation or release of pollutants, including but not limited to oil, glycol, toxic or hazardous materials at the Airport by the Airline, its contractors, employees, agents, customers, or anyone claiming or acting by or through the Airline.

(B) Airline further agrees that if a prohibited incursion into the Air Operations Area occurs, or the safety or security of the Air Operations Area, the Airfield, or other sterile area safety or security is breached by or due to the negligence or willful act or omission of any of Airline's employees, agents, or contractors and such incursion or breach results in a civil penalty action being brought against the City by the U.S. Government, Airline agrees to reimburse the City for all expenses, including attorney fees, incurred by the City in defending against the civil penalty action and for any civil penalty or settlement amount paid by the City as a result of such incursion or breach of airfield or sterile area security. The City shall notify Airline of any allegation, investigation, or proposed or actual civil penalty sought by the U.S. Government for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this Paragraph include but are not limited to those paid or incurred as a result of violation of Transportation Security Administration (TSA) regulations, including 49 CFR, Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

(C) Subject to the allocations of liability and responsibility set forth in Section 3.10, the terms of this indemnity include an agreement by Airline to indemnify, defend and hold harmless the City from and against any and all expense, loss, claim, damage, or liability suffered by City by reason of Airline's breach of any environmental requirement existing under federal, state or local law, regulation, order or other legal requirement in connection with any of Airline's acts, omissions, operations or uses of property relating to this Agreement, or such a breach by the act or omission of any of Airline's officers, employees, agents, or invitees, whether direct or indirect, or foreseen or unforeseen, including (but not limited to) all cleanup and remedial costs actually and reasonably incurred to satisfy any applicable remediation obligation required by federal, state or local law; and reasonable legal fees and costs incurred by City in connection with enforcement of this provision, but excluding damages solely relating to diminution in value of City real property.

(D) Provided however, the City agrees that (1) the Airline need not save harmless or indemnify the City against damage to or loss of property, or injury to or death of persons, caused by the negligence or willful acts of the City, its officers, employees, contractors and agents, (2) the Airline need not save harmless, defend or indemnify the City, its officers, agents or employees, from against the costs set forth in Section 6.02(A)(1) or (2), including damage to or loss of property, or injury to or death of persons, arising from or relating to any Adverse Environmental Condition for which Airline would not be responsible or liable under Section 3.10, and (3) the City will give prompt written notice to the Airline of any claim or suit and the Airline shall have the right to assume the defense and compromise or settle the same to the extent of its own interest. Provided, however, the indemnity provided for herein shall apply only to the extent the City is not reimbursed out of insurance proceeds.

6.03 INSURANCE.

At all times during the term of this Lease, unless otherwise required by federal or state governmental law or regulation, the Airline is required and agrees, at its own cost and expense, to provide and keep in force for the benefit of the Airline and the City, a policy, or policies, of insurance coverage not less than the types and amount specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Lease and available, the Airline shall supply such insurance at the City's cost. The CEO may increase the limit of insurance required when, in the CEO's reasonable discretion, she deems the amount stated herein is insufficient.

Premises (\$1,000,000 limit per occurrence).

Products/Completed Operations (\$5,000,000 limit per occurrence).

Hangarkeepers Liability (in an amount sufficient to cover maximum value of aircraft in their care, custody and control).

Automobile Liability coverage for vehicles operating within the airport operating area, (\$10,000,000 limit per occurrence).

Liability covering aircraft refueling, if that kind of work is going on (\$50,000,000 limit per occurrence).

All risk property coverage, including terrorism, Earthquake and Flood in an amount equal to 100% of the replacement cost of the hangar building and any other property that they are leasing.

Such insurance policy, or policies, and certificates of insurance evidencing the existence thereof shall cover all operations of the Airline at the Leased Property (except the coverage required and provided pursuant to federal or state law or regulation), and shall be with a company acceptable to and approved by the CEO and City Attorney, acting reasonably, and shall insure the Airline's agreement to indemnify the City as set forth in the indemnification provisions set forth in Section 6.02. The amount of insurance required hereunder shall in no way limit the liability of the Airline as provided in Section 6.02 of this Lease. The City shall not be named insured of said insurance. Each such policy and certificate shall contain a special endorsement stating "This policy will not be materially changed or altered or canceled without first giving thirty (30) days written notice by certified mail, return receipt requested, to the CEO of Aviation, Denver International Airport, AOB - 9th Floor, 8500 Peña Boulevard, Denver, Colorado 80249-6340." All such policies of insurance, or copies thereof, shall be made available for review by the City at such times and places as reasonably required by the CEO. Certificates of insurance evidencing the existence of said policies shall be delivered to and left in the possession of said CEO.

The Airline further covenants and agrees at all times to maintain adequate Worker's Compensation Insurance in accordance with any present or future Colorado law with an authorized insurance company, or through the Colorado State Compensation Insurance Fund, or through an authorized self-insurance plan approved by the State of Colorado insuring the payment of compensation to all its employees.

6.04 LIENS.

Except to the extent inconsistent with other provisions of this Lease, the Airline covenants and agrees to pay promptly all lawful taxes, excises, license fees and permit fees applicable to its operations at the Leased Property and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon said Leased Property, and further agrees not to permit any of said taxes, excises or license fees to become delinquent. The Airline also covenants and agrees not to permit any mechanic's or materialman's or any other lien to be foreclosed upon the Leased Property and improvements thereto or thereon, or any part or parcel thereof, by reason of any work or labor performed or materials furnished at the request of the Airline by any mechanic or materialman. The Airline further covenants and agrees, except for amounts contested by the Airline, to pay promptly when due all bills, debts and obligations incurred by it in connection with its operation of said business on the Airport, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the Leased Property which will in any way impair the rights of the City under this Lease. The Airline shall have the right, on giving the City prior written notice, to contest any such mechanic's, materialman's or any other lien, and the Airline shall not, pending the termination of such contest, be obligated to pay, remove or otherwise discharge such lien or claim. The Airline agrees to indemnify and save harmless the City from any loss as a result of the Airline's action as aforesaid.

If the Airline shall in good faith proceed to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which shall operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such taxes, assessments or other public charges, the Airline shall not be required to pay, discharge or remove any such tax, assessment or other public charge so long as such proceeding is pending and not disposed of; provided, however, that the Airline, not less than five (5) days before any such tax, assessment or charge shall become delinquent, shall give notice to the City of the Airline's intention to contest its validity. If such notice is so given by the Airline to the City and such contest is conducted in good faith by the Airline, the City shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

6.05 LOSS OR DAMAGE TO PROPERTY.

The City shall not be liable for any loss of property by theft or burglary from the Leased Property or for any damage to person or property on said Leased Property resulting from (i) airport operations during the term of this Lease including but not limited to operating electric lighting, (ii) wind, water, rain or snow, which may come into or issue or flow from any part of said Leased Property, or (iii) any pipes, plumbing, wiring, gas or sprinklers or (iv) any other cause whatsoever, and the Airline hereby covenants and agrees to make no claim for any such loss or damage at any time. This Section 6.05 shall not apply to any environmental issues at the Leased Property.

6.06 FORCE MAJEURE.

Neither the City nor the Airline shall be deemed to be in breach of this Lease by reason of failure to perform any of its obligations under this Lease if, while and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which it is not responsible and which are

not within its reasonable control. This provision shall not apply to failures by the Airline to pay Monthly Rental or other charges, or to make any other money payment whatsoever required by this Lease, except in those cases where provision is made in this Lease for the abatement of such rents, fees, charges or payments under such circumstances.

PART VII - QUIET ENJOYMENT; INCONVENIENCES DURING CONSTRUCTION

7.01 COVENANT OF QUIET ENJOYMENT.

Upon the payment by the Airline of all the Monthly Rentals properly assessed to the Airline and all amounts payable under Section 6.04, and without prejudice to the City's rights available for uncured defaults by the Airline, the City covenants that the Airline shall peacefully have and quietly enjoy the premises, appurtenances, facilities, licenses and privileges granted herein; provided, however, it is recognized that certain temporary inconveniences may occur during construction, as described more fully in Section 7.02, below.

7.02 INCONVENIENCES DURING CONSTRUCTION.

The Airline recognizes that from time to time during the term of this Lease it will be necessary for the City to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience the Airline in its operations at the Airport. The Airline agrees that no liability shall attach to the City, its officers, agents, employees, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such action and, for and in further consideration of the lease of the Leased Property, the Airline waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort.

PART VIII - EVENTS OF DEFAULT AND REMEDIES

8.01 EVENTS OF DEFAULT DEFINED.

The occurrence of any one or more of the events described in the following subsections (A) through (D) of this Section 8.01 shall constitute a "default" for all purposes of this Lease; and each such default shall, after the giving of notice, if any, passage of time, if any, or occurrence of an event, if any, specified in the subsection describing such default, constitute an "event of default" for all purposes of this Lease:

(A) Failure by the Airline to pay when due any Monthly Rental required to be paid under Article II, after ten (10) days' notice and an opportunity to cure.

(B) Any material breach by the Airline of any of its representations or warranties made in this Lease, any failure by the Airline to make any payment required to be made by it hereunder or any failure by the Airline to observe and perform any of its covenants, conditions or agreements made on its part to be observed or performed hereunder, other than a breach, failure to pay or failure to observe and perform referred to in subsection (a) of this Section 8.01, for a period of 30 days after written notice specifying such breach, failure to pay or failure to observe and perform

and requesting that it be remedied, given to the Airline by the City in writing, unless (i) the City shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach, failure to pay or failure to observe and perform be such that it can be corrected but cannot be corrected within the applicable period, corrective action is instituted by the Airline within the applicable period and is being diligently pursued.

(C) The dissolution or liquidation of the Airline; or the filing by the Airline of a voluntary petition in bankruptcy; or the entry of an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, against the Airline; or the filing of a petition or answer proposing the entry of an order for relief against the Airline under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement or debt readjustment of the Airline under any present or future federal bankruptcy act or any similar federal or state law in any court and the failure of said petition or answer to be discharged or denied within 90 days after the filing thereof; or the appointment of a custodian (including without limitation a receiver, trustee or liquidator of the Airline) of all or a substantial part of the property of the Airline, and the failure of such a custodian to be discharged within 90 days after such appointment; or the taking by such a custodian of possession of the Airline or a substantial part of its property, and the failure of such taking to be discharged within 90 days after such taking; or the Airline's consent to or acquiescence in such appointment or taking; or assignment by the Airline for the benefit of its creditors; or the entry by the Airline into an agreement of composition with its creditors.

(D) Any other breach by the Airline of any provision of the Airport Use Agreement for a period of 30 days after written notice from the City specifying such breach and requesting that it be remedied, (i) unless the City shall agree in writing to an extension of time or (ii) unless such breach is such that it can be corrected but cannot be corrected within the applicable time period and corrective action is instituted by the Airline within the applicable time period and is being diligently pursued; provided, however, that if any breach has resulted in a termination of the Airport Use Agreement in accordance with its terms, this Lease shall, at the City's or the Airline's option, terminate in accordance with Section 5.01 hereof upon the termination of the Airport Use Agreement.

8.02 REMEDIES ON DEFAULT.

Whenever any default referred to in Section 8.01 shall have happened and be continuing, the City shall have the right, at the City's election, then or at any time thereafter until such event of default has been cured or obviated, and subject to Section 5.04, to exercise any one or more of the following remedies:

(A) The City may terminate this Lease, effective at such time as may be specified by written notice to the Airline, and demand (and, if such demand is refused, recover) possession of the Leased Property from the Airline. The City shall, by notice in writing to the Airline upon the occurrence and continuation of an event of default described in subsection (A), (B) or (C) of Section 8.01 hereof, declare all Monthly Rentals payable under this Lease to be due and payable immediately if concurrently with or prior to such notice the unpaid principal amount of the Bonds shall have become due and payable, and upon any such declaration the Monthly Rentals shall become and be immediately due and payable; provided, however, that the City shall not be required to take any action under this Section 8.02(A) with respect to an event of default under subsections (A), (B) or (C) of Section 8.01 hereof;

(B) The Airline shall remain liable to the City for damages in an amount equal to the

Monthly Rentals and other payments required to be paid under Article II hereof and any other sums which would have been owing by the Airline hereunder for the balance of the term;

(C) The City may reenter and take possession of the Leased Property or any part thereof, without demand or notice to the extent allowed by law, and repossess the same and expel the Airline and any party claiming by, under or through the Airline, and remove the effects of both using such force for such purposes as may be necessary, to the extent allowed by law, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Leased Property by the City shall be construed as an election by the City to terminate this Lease unless a written notice of such intention is given to the Airline. No notice from the City hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by the City to terminate this Lease unless such notice specifically so states. The City reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease by giving the Airline such written notice, in which event the Lease will terminate as specified in said notice. After recovering possession of the Leased Property, the City shall use commercially reasonable efforts to relet the Leased Property for such term or terms and on such conditions and upon such other terms as the City, in its sole reasonable discretion, may determine. The City may make such repairs, alterations or improvements as the City may consider appropriate to accomplish such reletting, and the Airline shall reimburse the City upon demand for all costs and expenses, including attorneys' fees, which the City may incur in connection with such reletting. The City may collect and receive the rents for such reletting, but the City shall in no way be responsible or liable for any failure to relet the Leased Property following the use of commercially reasonable efforts to do so, or for any failure to collect any rent due upon such reletting. Notwithstanding the City's recovery of possession of the Leased Property, the Airline shall continue to pay on the dates herein specified, the rental payments payable under Article II hereof and other amounts which would be payable hereunder if such repossession had not occurred and

(D) The City may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or to enforce performance and observance of any obligation, agreement or covenant of the Airline under this Lease.

8.03 NO REMEDY EXCLUSIVE.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

8.04 AGREEMENT TO PAY FEES AND EXPENSES OF COUNSEL.

In the event the Airline should default under any of the provisions of this Lease and the City should employ Counsel or incur other expenses for the collection of the amounts due

hereunder or the enforcement or performance or observance of any obligation or agreement on the part of the Airline herein contained, the Airline agrees that it will on demand therefor pay to the City or, if so directed by the City, to the Counsel for the City, the reasonable fees of such Counsel and such other reasonable expenses so incurred by or on behalf of the City.

PART IX - MISCELLANEOUS PROVISIONS

9.01 LEASE BINDING.

This Lease shall be binding on and extend to any successors of the respective parties hereto.

9.02 PARAGRAPH HEADINGS AND INDEX.

The paragraph or Section headings and index or table of contents contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Lease.

9.03 LEASE DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Articles I through IX which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Lease Documents"):

Appendix 1	Standard Federal Assurances
Exhibit A	Leased Facilities
Exhibit B	Leased Ground
Exhibit C	Airline Capital Projects
Exhibit D-1	Airline Environmental Disclosures
Exhibit D-2	City Environmental Disclosures
Exhibit E	Non-Leased Property

In the event of an irreconcilable conflict between a provision of Articles I through IX and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix 1
Articles I through IX hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D-1 and D-2
Exhibit E

9.04 SIGNS

The Airline agrees that no signs or advertising displays shall be painted on or erected in any manner upon its Leased Property without the prior written approval of the City's CEO or the CEO's authorized representative; and that signs identifying the Airline will conform to reasonable

standards established by the CEO, or the CEO's authorized representative, with respect to type, size, design, location and content. Notwithstanding the foregoing, the Airline shall have the right to, at its own expense, install a sign, approximately equal in size to the existing sign, subject to the approval of the City, such approval not to be unreasonably withheld, and subject also to any limitations in place from federal regulatory entities.

9.05 VENDING MACHINES.

No telecommunication devices, personal computers, amusement or vending machines or other machines, in each case operated by coins or tokens, cards, paper currency, or any imaging or voice process, and no cash machines or pay telephones shall be installed or maintained in or upon the Leased Property except with the permission of the Airline and the CEO and the number, type, kind and locations thereof shall be in the discretion of the CEO and the Airline. This prohibition includes, but not by way of limitation, sales from vending machines of such items as cigarettes, candy, maps, coffee, soft drinks, newspapers, stamps and insurance policies; telephones; dispensation of cash, money orders and checks; and operation of mechanical or electronic game devices, electronic video games, entertainment devices, phone cards and internet access. The Airline shall not permit the installation of any such machines, except by a concessionaire authorized by the CEO and subject to and in accordance with the concessionaire's agreement with the City. If and when the City permits the installation of vending machines in its Leased Property, the Airline shall make no charge to the concessionaire for the privilege of installing or maintaining such machines, except that if the Airline provides the electric current or water to the concessionaire a reasonable charge may be made to cover the cost of the electricity and water consumed, and all fees paid by the concessionaire for the privilege shall be the property of the City. The foregoing notwithstanding, nothing in this Section 9.05 shall prevent the Airline, or its officers, employees, agents, contractors and invitees, from operating cell phones, computers and similar business or personal equipment on and within the Leased Property.

9.06 PURCHASES BY AIRLINE.

Property, services and materials (except as otherwise provided in this Lease) may be purchased or otherwise obtained by the Airline from any person or corporation of its choice and no unjust, or unreasonable discriminatory limitations, restrictions, charges or conditions shall be imposed by the City, directly or indirectly, against the Airline or its suppliers for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading or delivering any personal property of the Airline, by the Airline or its suppliers, or for the privilege of transporting such personal property to, from or on the Airport.

9.07 NON-DISCRIMINATION.

The Airline, for itself, its successors and assigns, as a part of the consideration of this Lease does hereby agree as follows:

(A) As more fully set forth in Appendix 1 attached hereto and incorporated herein by reference, if facilities are constructed, maintained or otherwise operated on the Leased Property for purposes in which federal financial assistance is extended under a Department of Transportation program or activity, or for another purpose involving the provision of a similar service or benefit, the Airline shall maintain and operate the Leased Property and services in compliance with all requirements of 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted

Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(B) The Airline will in all of its operations and activities in and at Leased Property comply with all applicable requirements of the Air Carrier Access Act, 49 U.S.C.A. § 41705, and regulations implementing such Act at 14 C.F.R. Part 382, and the Americans with Disabilities Act, 42 U.S.C.A. § 12101 *et seq.* and all regulations implementing such Act.

9.08 NO PERSONAL LIABILITY.

No director, officer or employee of either party shall be held personally liable under this Lease or because of its execution or attempted execution.

9.09 NOTICES.

All notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

CEO
Denver Department of Aviation
Denver International Airport
AOB - 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

All notices required to be given to the Airline hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to:

Frontier Airlines, Inc.
Attn: General Counsel
4545 Airport Way
Denver, CO 80239

Provided that the parties or either of them, may designate in writing from time to time the addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to the Airline or said CEO.

9.10 PLACE AND MANNER OF PAYMENTS.

In all cases where the Airline is required by this Lease to pay Monthly Rental to the City, such payments shall be due and payable without notice and shall be made at the office of the Airport Revenue Fund, Denver International Airport, P. O. Box 492065, Denver, Colorado 80249-2065 or at such other place in the City and County of Denver as the City may hereafter designate by notice in writing to the Airline, and shall be made in legal tender of the United States. Any check shall be received by the City subject to collection, and the Airline agrees to pay any bank charges for the collection of any such check.

Any payment not made to the City or the Airline when due shall accrue interest at the rate of 18% per annum commencing five (5) business days after such due date.

9.11 SEVERABILITY.

In the event any covenant, condition or provision contained in this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained if the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Lease.

9.12 SECURITY.

It is understood and agreed by the Airline that in addition to the Airline's responsibilities to maintain the Leased Property as stated in Section 3.02, it shall take reasonable security precautions to maintain the Leased Property in a manner as to keep it secure from unauthorized intrusion and shall with respect to any area of the Leased Property opening to an Air Operations Area of the Airport provide for an adequate security system designed to prevent unauthorized persons or vehicles from entering such Air Operations Area. An "Air Operations Area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft. An "adequate security system" is further defined as providing for security at a standard no less than required and set out in Transportation Security Administration (TSA) regulations, including 49 C.F.R., Subtitle B, Chapter XII, as it may be amended, or any similar law or regulations intended to replace or compliment such regulations.

It is further understood and agreed by the Airline that at any time during the term of this Lease when requested in writing by the CEO, or her authorized representative, the Airline shall submit to the CEO the security plans that are to be used and are being used by the Airline on any or all of the Leased Property.

9.13 WAIVERS.

No waiver of default by either party of any of the terms, covenants or conditions of this Lease to be performed, kept and observed by the Airline or the City shall be construed, or operate, as a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained to be performed, kept and observed by the Airline or the City.

The subsequent acceptance of rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by the Airline of any term, covenant or condition of this Lease other than the failure of the Airline to pay the particular rental so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent.

9.14 AIRLINE BOOKS AND RECORDS.

The Airline agrees that the CEO and the Auditor of the City or any of their duly authorized representatives, until the expiration of three (3) years after the termination of this Lease, shall have the right, at any reasonable time and at their own expense, to have access to and the right to examine any books, documents, papers and records of the Airline pertinent to this Lease. The Airline, upon request by either, shall make all such books and records available for examination and copying in Denver.

9.15 CITY SMOKING POLICY.

The Airline and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, or any successor executive order prohibiting smoking in all indoor buildings and facilities. The Airline agrees that it will take reasonable actions to prohibit smoking by its employees and the public in the Leased Property except in specially designated areas.

9.16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.

The Airline and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto, or any successor executive order concerning the use, possession or sale of alcohol or drugs.

9.17 THIRD PARTIES.

This Lease does not, and shall not be deemed or construed to, confer upon or grant to any third party or parties (excepting parties to whom the Airline may assign this Lease or may sub-lease any part or all of the Leased Property in accordance with Section 3.06, and excepting any successor to the City) any right to claim damages or to bring any suit, action or other proceeding against either the City or the Airline because of any breach of this Lease or because of any of the terms, covenants, agreements and conditions herein contained.

9.18 MASTER PLAN.

Airline agrees that no liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master layout plan for the Airport and waives any right to claim damages or other consideration arising therefrom.

9.19 UNITED STATES DEPARTMENT OF TRANSPORTATION PROVISIONS.

This Lease is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Denver Airport System including the provisions of Appendix 1 which are incorporated herein by reference.

9.20 CITY NON-DISCRIMINATION.

In connection with the performance of work under this Lease, the Airline agrees not to fail or refuse to hire, nor to discharge, promote or demote, nor to otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Airline further agrees to insert the foregoing provision in all subcontracts hereunder.

9.21 ENTIRE LEASE.

The provisions contained in this Lease constitute the entire agreement and understanding

between the parties with respect to the subject matter thereof. The parties agree that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. This Lease cannot be changed or terminated orally. No alterations, amendments, changes or modification, unless expressly reserved to the CEO herein, shall be valid unless executed by an instrument in writing by both parties hereto with the same formality as this Lease.

9.22 SALE OF FOOD AND BEVERAGES.

Upon written approval by the CEO's Authorized Representative, the Airline may sell, or permit the sale of food, food products or beverages upon the Leased Property on its own behalf or by a concessionaire selected by the Airline. Airline agrees to pay the same rates, fees and charges that would be applicable to an Airport concessionaire with respect to the sale of such products.

9.23 PAYMENT OF MINIMUM WAGE.

Airline shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Airline expressly acknowledges that Airline is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Airline, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

9.24 CONDITION; FINAL APPROVAL.

This Lease is expressly subject to, and shall not be or become effective or binding on the City until approved by Denver City Council and fully executed by all signatories of the City and a fully executed copy has been delivered to the Airline. This Lease shall not be binding on the Airline until it is binding on the City. The date of the final City Signature shall be the Effective Date.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201948113-00

Contractor Name: Frontier Airlines, Inc.

By: 

Name: HOWARD DIAMOND
(please print)

Title: GENERAL COUNSEL
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, sex, national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration of the Lease, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration of the Lease, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Airline assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

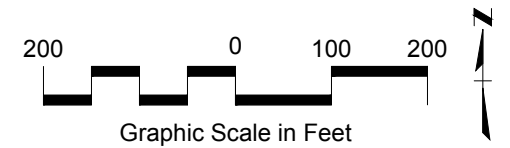


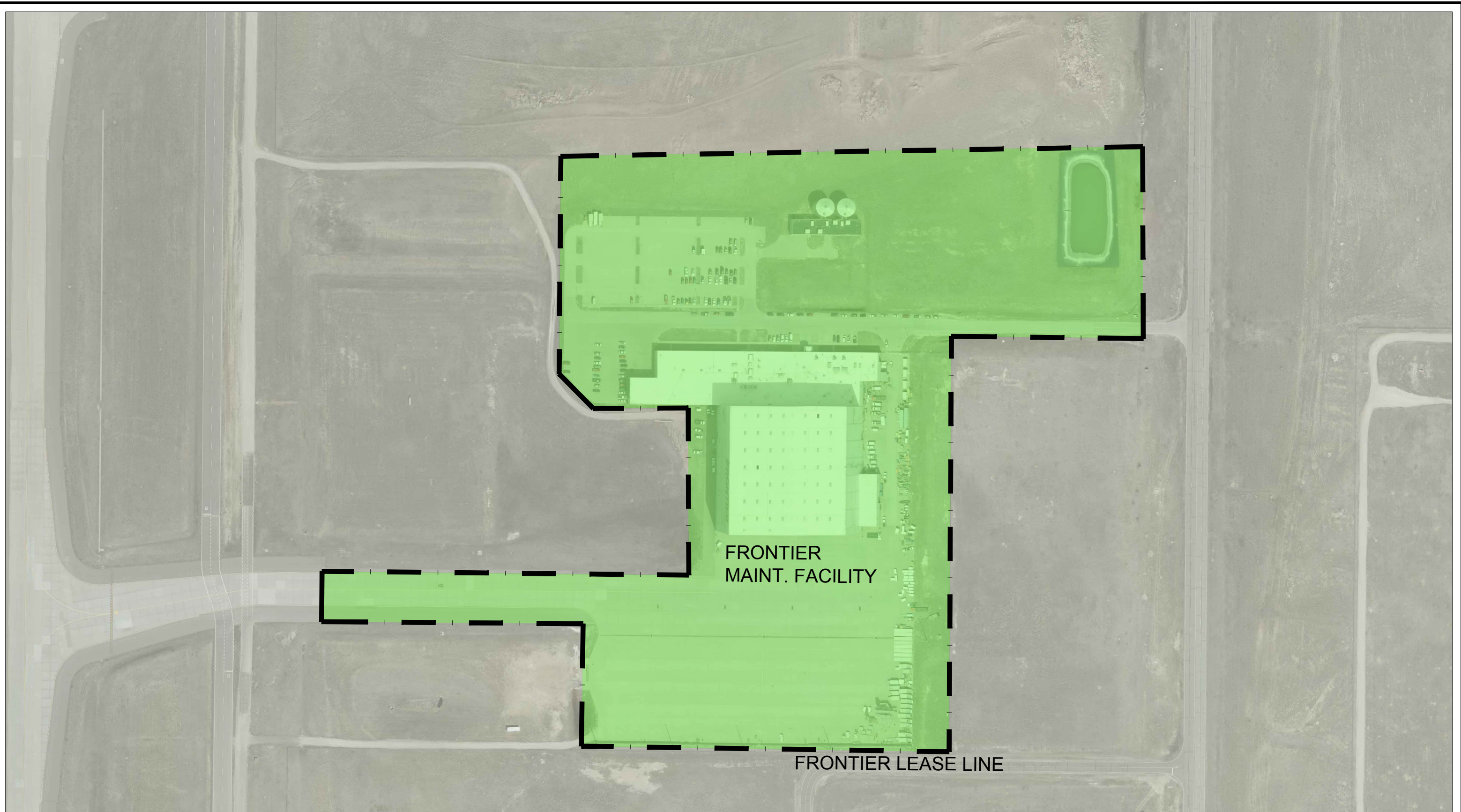
FRONTIER
MAINT. FACILITY

April 18, 2019



EXHIBIT "A"



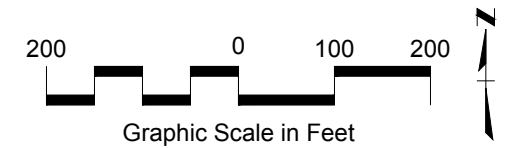


April 18, 2019



EXHIBIT "B"

LEGEND:
AREA = 1,266,219 SF (29.07 AC)



**EXHIBIT C
AIRLINES CAPITAL PROJECTS**

CAPITAL PROJECTS TO BE COMPLETED BY FRONTIER AIRLINES (Subject to Reimbursement From Airport)			
Type	Okubo #	Description	Cost Estimate
Capital Projects Totaling \$3.5M - To Be Performed In Year 1			
ELECTRICAL	37	Repair 400-Hz electrical transformer and distribution system used for aircraft maintenance, based upon existing condition. Replace the computer that runs the system.	\$250,000
HVAC SYSTEM	28	Replace six air conditioning systems, totaling approximately 130-tons, based upon expected useful life (EUL) and existing condition. Replacement includes indoor air handling unit, rooftop condenser, refrigerant piping, and condensate piping.	\$650,000
	29	Replace eight hanger air handling units (AHU), based upon EUL and existing condition.	\$160,000
	33	Replace two obsolete direct digital control (DDC) systems with one operable system. System should include new controls and thermostats for air handling units, VAV boxes, and hot water baseboard heaters.	\$250,000
	36	Replace two existing air compressors and low pressure pneumatic PRV station based upon EUL and existing condition.	\$260,000
BOILERS	30	Replace two natural gas-fired boilers, based upon EUL and existing condition. Replacement includes boilers and circulating pumps.	\$600,000
	31	Replace two natural gas-fired boilers at pump house building, based upon EUL and existing condition. Replacement includes boilers and circulating pumps.	\$15,000
	35	Replace one natural gas-fired domestic water heater, based upon EUL and existing condition.	\$5,000
LIGHTS	NEW	Replace hangar lights w/ LED	\$400,000
	40	Replace damaged exterior light fixtures for the hanger.	\$70,000
Total to be Complete in Year 1			\$2,660,000
Capital Projects Totaling \$3.5M - To Be Performed In Year 2			
FIRE SYSTEM	42	Replace 17 existing hanger infrared (IR) detectors, based upon EUL and existing condition. New detectors should be arranged for cross zoning detection.	\$131,750
	41	Upgrade fire alarm panel, based upon EUL and existing condition. Upgrade should include new manufacturer supplied control components.	\$50,000
HANGAR DOOR	32	Modifications to hangar door deicing system for winter deicing purposes	\$385,000
	5	Replace glycol-heated concrete apron, concrete only	\$66,000
MISCELLANEOUS	27	Hangar Building: At the interior concrete slabs on grade, sealant should be replaced due to cohesion failures.	\$150,000
	7	Scrape and paint miscellaneous site metals including hand railings, bollards, and guardrails.	\$9,000
	34	Replace approximately 32 existing lavatories, water closets, drinking fountains, urinals, and showers with new low-flow models.	\$32,000
Total to be Complete in Year 2			\$823,750
Frontier Airlines Total \$3.5M			\$3,483,750

**EXHIBIT C
AIRLINES CAPITAL PROJECTS**

CAPITAL PROJECTS TO BE COMPLETED BY FRONTIER AIRLINES (Subject to Reimbursement From Airport)			
Type	Okubo #	Description	Cost Estimate
Capital Projects Exceeding \$3.5M			
APRON	NEW	Re-route apron drainage to drain to un-lined pond instead of lined pond	Not to exceed \$300,000
Total Projects Exceeding \$3.5M			\$300,000
Maintenance Items To Be Completed As Listed			
MAINTENANCE	39	It is recommended to perform ground fault interrupter testing and maintenance on main electrical switchgear every five years. Services should include a complete shutdown of the building electrical service.	\$16,000
	38	It is recommended to perform infrared (IR) scan services on building electrical panels every three years. Services should include repair of identified issues.	\$5,000
Total Maintenance Items			\$21,000
Frontier Airlines Total			\$3,804,750

**EXHIBIT C
AIRLINES CAPITAL PROJECTS**

CAPITAL PROJECTS TO BE COMPLETED BY FRONTIER AIRLINES (Not Part of Reimbursement Agreement)			
Type	Okubo #	Description	Cost Estimate
Capital Projects To Be Completed In Year 1			
STRUCTURAL	25	Hangar Building: Repair leaking wall joints at flashing, at base of north wall, where low roof abuts , installing sealant. A new through-flashing may need to be cut in. Add steel girt just above existing low roof, cut in new flash above low roof, then re-install low roof flashing below.	\$55,000
DIA ROOFING REPAIR	21	Remove, fill in and roof over aged skylights that are located on the roof.	\$231,000
	12	Hangar Building: Replace north entry roof with new metal roof	\$17,000
	13	Pump Building: Replace roof, with new TPO. Cost includes select insulation replacement due to exposure damage.	\$40,000
	23	Hangar Building: Replace the smoke-vent skylights that are located on the aged roof. At replacement, include fall protection "burglar bars" as part of skylight assembly.	\$119,000
Total Projects Completed In Year 1			\$462,000

Capital Projects To Be Completed By End Of Year 2			
PAINTING	26	Hangar Building: Repaint canopy soffit at roof-protected dock on west side of office.	\$29,000
	17	Hangar Building: Repaint exterior of building, using directto- metal (DTM) coating system, including repainting of hangar doors, personnel doors, and other miscellaneous metals, such as handrails, ladders, and mechanical dunnage.	\$410,000
	14	Pump Building: Repaint stucco exterior of building, using elastomeric coating system.	\$22,000
	16	Pump Building: Repaint metals, including doorways and roof ladder.	\$5,000
MISCELLANEOUS	18	Repair step-cracking in masonry walls at vehicle maintenance shop. Install new sealants at masonry control joints.	\$2,500
	24	Hangar Building: Repair joint sealant at base of building.	\$30,000
	2	Install 4'-wide strip of silane sealer at the concrete paving adjacent to sealed joints, as most surfacing adjacent to joints has crazing cracks	\$417,000
CONCRETE	1	Patch and seal airside concrete slab, including joint sealants	\$361,500
	8	Provide select asphalt pavement repairs along the west side of building.	\$39,000

**EXHIBIT C
AIRLINES CAPITAL PROJECTS**

CAPITAL PROJECTS TO BE COMPLETED BY FRONTIER AIRLINES (Not Part of Reimbursement Agreement)			
Type	Okubo #	Description	Cost Estimate
Capital Projects To Be Completed By End Of Year 2 (Continued)			
CONCRETE REPAIRS	9	Provide asphalt crack seal, and seal coat along the west side of building.	\$9,000
	10	Restripe concrete parking areas	\$4,500
	6	Remove and replace front entry slab that is spalling. Replace damaged curbing around front entrance and parking lot. Provide concrete splash blocks to divert water away from building	\$9,500
	11	Route and seal cracks in concrete paving to the east of the building and at the parking areas to the north.	\$10,500
	43	Provide four additional disabled accessible parking spaces, and one van-accessible space. Costs includes compliant signage, striping, and slopes.	\$875
	44	Two existing disabled-accessible parking spaces are not provided with access aisles. Parking spaces should be restriped with access aisles.	\$300
	45	Two existing disabled-accessible parking spaces are not provided with compliant signage, which should be installed.	\$350
	46	Abrupt changes in level greater than 1/4" was observed along the accessible route from the parking spaces to the main entrance. Grind concrete where abrupt changes in level were noted.	TBD
	47	Spalled concrete was noted along the accessible route from the accessible parking spaces to the main entrance, creating uneven surfaces. Concrete should be removed and replaced.	TBD
	47	Spalled concrete was noted along the accessible route from the accessible parking spaces to the main entrance, creating uneven surfaces. Concrete should be removed and replaced.	TBD
Total Projects Completed By End Of Year 2			\$1,351,025
Airport Total			\$1,813,025

Exhibit D-1

Airline's Environmental Disclosures

No.	Description
1.	Airlines Support Facilities Lease Agreement between City and County of Denver and Frontier Airlines, 6/10/14
2.	Email from Max Taylor to James Kilroy re Confirmation of January 27, 2017 Letter, 2/22/17
3.	Letter from Jim Kilroy to Andrew Carafelli re Request for Remediation of Unlined Pond, 5/24/17
4.	Letter from Andrew Carafelli to Jim Kilroy re Request for Remediation of Unlined Pond, 5/26/17
5.	Letter from Jim Kilroy to Andrew Carafelli re Remediation of Unlined Pond, 5/30/17
6.	Letter from Andrew Carafelli to Jim Kilroy re Remediation of Unlined Pond, 6/20/17
7.	Letter from Jim Kilroy to Andrew Carafelli re Remediation of Unlined Pond, 6/23/17
8.	City & County of Denver's Responses to Frontier's First Set of Interrogatories and Requests for Production (May 26, 2017)
9.	Stainless-steel flange and red rubber gasket, and accompanying bolts, from January 2017 breach
10.	Chip Padilla, Metro Wastewater Reclamation District, Deluge event notification letter 7/13/2016
11.	Colorado Department of Public Health and Environment (CDPHE), 1/6/2017, AFFF Pipe Break, Spill number: 2017-0005, 1/6/2017
12.	Colorado Department of Public Health and Environment (CDPHE), 2/8/2017, Deluge event – Spill number: 2017-0069 – 2/8/2017
13.	Colorado Department of Public Health and Environment (CDPHE), 1/26/2018, reference 2017-0005, 1/6/2017, requested follow-up - Pipe Break Accutest Sampling Report 1/12/17, and the SDS for AFFF
14.	Chip Padilla, Metro Wastewater Reclamation District, 2/8/2017 Deluge event notification letter
15.	Colorado Department of Public Health and Environment (CDPHE), 3/9/2017, Notice of AFFF foam loss in system (not a deluge event) Spill number 2017-0123, 3/9/2017
16.	2017- Colorado Department of Public Health and Environment (CDPHE), COR900000 Annual Report Form – Stormwater Discharges Associated with Non-Extractive Industrial Activity
17.	2016- Colorado Department of Public Health and Environment (CDPHE), COR900000 Annual Report Form – Stormwater Discharges Associated with Non-Extractive Industrial Activity
18.	2015- Colorado Department of Public Health and Environment (CDPHE), COR900000 Annual Report Form – Stormwater Discharges Associated with Non-Extractive Industrial Activity
19.	2014- Colorado Department of Public Health and Environment (CDPHE), COR900000

No.	Description
	Annual Report Form – Stormwater Discharges Associated with Non-Extractive Industrial Activity
20.	Metro Wastewater Reclamation District – Annual Zero Discharge, Permit No. Z3610-3
21.	Colorado Department of Public Health and Environment (CDPHE), Annual Air Quality Permit No. #14DE1486
22.	Colorado Department of Public Health and Environment (CDPHE), Annual Hazardous Waste Permit COR000224451
23.	Denver Fire Prevention Bureau, Permit No. 193442
24.	Denver Fire Prevention Bureau, Permit No. 186651
25.	Denver Fire Prevention Bureau, Permit No. 193125
26.	AECOM-Frontier Airlines, Inc., Maintenance Hangar DIA, Stormwater Management Plan (SWMP), September 2014
27.	AECOM-Frontier Airlines, Inc., Maintenance Hangar DIA, Spill Prevention, Control, and Countermeasure Plan SPCC), September 2014
28.	Frontier Airlines, Inc., Maintenance Hangar DIA, Slug Discharge Prevention Plan (SDPP)
29.	Frontier Airlines, Inc., Maintenance Hangar and Pump House DIA, Construction Permit No. 14DE1486, Operations and Maintenance Plan, May 26, 2015

Exhibit D-2

City's Environmental Disclosures

No.	Description
1.	Stormwater Management Plan Inspections – First Round Water Year 2002 Summary
2.	Stormwater Management Plan Inspections – Second Round Water Year 2005 Summary
3.	Stormwater Management Plan Inspections – First Round Water Year 2009 Summary
4.	Stormwater Management Plan Inspections – First Round Water Year 2009 Summary
5.	Facility Profile (CAL Hangar)
6.	Multi-media Compliance Assistance Form 3/19/13
7.	Storm Water Inspection 4/13/15
8.	Storm Water Inspection/Multi-media Compliance Assistance Form 9/21/15
9.	Multi-Media Compliance Tracker*
10.	Stormwater Management Plan Inspections – First Round Water Year 2015 Summary
11.	City/Frontier E-mails re Environmental Issues 5/20/15
12.	Storm Water Inspection 6/29/17
13.	Storm Water Inspection/Multi-media Compliance Assistance Form 6/29/17
14.	Stormwater Management Plan Inspections – First Round Water Year 2017 Summary
15.	Stormwater Management Plan Inspections – Second Round Water Year 2017 Summary
16.	Storm Water Inspection/Multi-media Compliance Assistance Form 11/22/17
17.	Storm Water Inspection 11/22/17
18.	Multi-Media Compliance Tracker Spring 2017*
19.	City E-mail re Copy pf Stormwater Inspection 8/1/17
20.	Storm Water Inspection 2/15/18
21.	Storm Water Inspection 11/15/18
22.	Stormwater Management Plan Inspections – Second Round Water Year 2018 Summary
23.	Stormwater Management Plan Inspections – Second Round Water Year 2018 Summary with additional notes
24.	Multi-Media Compliance Tracker Spring 2018*
25.	Multi-Media Compliance Tracker Fall 2018*
26.	Frontier e-mail re Fire Deluge External Gravity Drain line/valve, 8/29/18
27.	Frontier e-mail re Fire system drain pipe, 8/30/18
28.	Frontier e-mail re Stormwater inspection report, 12/3/18
29.	Letter from DEN to CDPHE re Written Report Regarding Release of AFFF to Unlined Pond Located at Frontier Hangar 2/14/18
30.	Letter from Brown and Caldwell to City re Frontier Hangar Unlined Pond Sediment Removal Summary 1/26/18
31.	Drive-by Inspections Report 5/20/2008*
32.	Drive-by Inspections Report 1/9/09*
33.	Drive-by Inspections Report 11/6/09*
34.	Drive-by Inspections Report 5/7/10*
35.	Drive-by Inspections Report 5/14/10*
36.	Drive-by Inspections Report 6/24/10*

* Except/Redacted Copy, with all non-Frontier Hangar references removed.

37.	Drive-by Inspections Report 11/2/12*
38.	Drive-by Inspections Report 9/26/13*
39.	Drive-by Inspections Report 10/18/13*
40.	Drive-by Inspections Report 2/24/14*
41.	Drive-by Inspections Report 7/18/14*
42.	Drive-by Inspections Report 8/1/14*
43.	Drive-by Inspections Report 9/11/14*
44.	Drive-by Inspections Report 10/1/14*
45.	Drive-by Inspections Report 11/13/14*
46.	Drive-by Inspections Report 11/25/14*
47.	Drive-by Inspections Report 12/4/14*
48.	Drive-by Inspections Report 12/15/14*
49.	Drive-by Inspections Report 12/19/14*
50.	Drive-by Inspections Report 1/28/15*
51.	Drive-by Inspections Report 2/4/15*
52.	Drive-by Inspections Report 2/10/15*
53.	Drive-by Inspections Report 3/19/15*
54.	Drive-by Inspections Report 3/26/15*
55.	Drive-by Inspections Report 4/1/15*
56.	Drive-by Inspections Report 4/9/15*
57.	Drive-by Inspections Report 4/14/15*
58.	Drive-by Inspections Report 4/21/15*
59.	Drive-by Inspections Report 4/29/15*
60.	Drive-by Inspections Report 5/8/15*
61.	Drive-by Inspections Report 5/15/15*
62.	Drive-by Inspections Report 5/29/15*
63.	Drive-by Inspections Report 6/5/15*
64.	Drive-by Inspections Report 6/26/15*
65.	Drive-by Inspections Report 8/12/15*
66.	Drive-by Inspections Report 8/31/15*
67.	Drive-by Inspections Report 9/4/15*
68.	Drive-by Inspections Report 9/25/15*
69.	Drive-by Inspections Report 10/5/15*
70.	Drive-by Inspections Report 10/12/15*
71.	Drive-by Inspections Report 10/19/15*
72.	Drive-by Inspections Report 11/9/15*
73.	Drive-by Inspections Report 12/14/15*
74.	Drive-by Inspections Report 12/21/15*
75.	Drive-by Inspections Report 12/30/15*
76.	Drive-by Inspections Report 1/6/16*
77.	Drive-by Inspections Report 1/15/16*
78.	Drive-by Inspections Report 3/9/16*
79.	Drive-by Inspections Report 3/17/16*
80.	Drive-by Inspections Report 3/10/16*
81.	Drive-by Inspections Report 4/5/16*

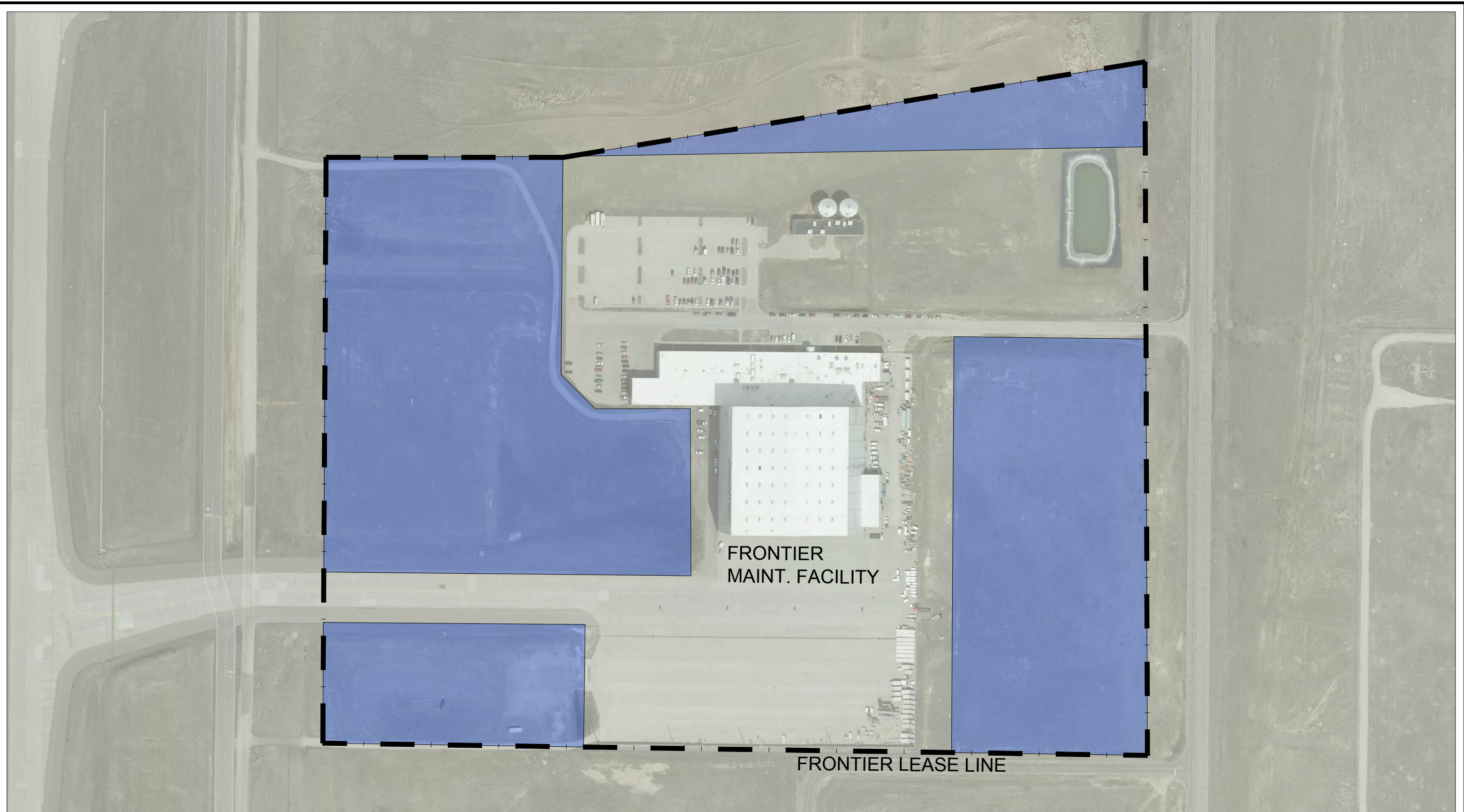
* Except/Redacted Copy, with all non-Frontier Hangar references removed.

82.	Drive-by Inspections Report 5/11/16*
83.	Drive-by Inspections Report 5/16/16*
84.	Drive-by Inspections Report 5/25/16*
85.	Drive-by Inspections Report 6/8/16*
86.	Drive-by Inspections Report 6/10/16*
87.	Drive-by Inspections Report 7/13/16*
88.	Drive-by Inspections Report 7/15/16*
89.	Drive-by Inspections Report 7/29/16*
90.	Drive-by Inspections Report 8/10/16*
91.	Drive-by Inspections Report 8/15/16*
92.	Drive-by Inspections Report 9/20/16*
93.	Drive-by Inspections Report 9/27/16*
94.	Drive-by Inspections Report 10/4/16*
95.	Drive-by Inspections Report 10/12/16*
96.	Drive-by Inspections Report 10/21/16*
97.	Drive-by Inspections Report 10/28/16*
98.	Drive-by Inspections Report 11/2/16*
99.	Drive-by Inspections Report 11/10/16*
100.	Drive-by Inspections Report 11/18/16*
101.	Drive-by Inspections Report 12/6/16*
102.	Drive-by Inspections Report 1/23/17*
103.	Drive-by Inspections Report 1/31/17*
104.	Drive-by Inspections Report 2/13/17*
105.	Drive-by Inspections Report 2/21/17*
106.	Drive-by Inspections Report 3/10/17*
107.	Drive-by Inspections Report 3/31/17*
108.	Drive-by Inspections Report 4/11/17*
109.	Drive-by Inspections Report 5/17/17*
110.	Drive-by Inspections Report 5/26/17*
111.	Drive-by Inspections Report 6/1/17*
112.	Drive-by Inspections Report 6/27/17*
113.	Drive-by Inspections Report 7/6/17*
114.	Drive-by Inspections Report 7/14/17*
115.	Drive-by Inspections Report 8/8/17*
116.	Drive-by Inspections Report 8/21/17*
117.	Drive-by Inspections Report 10/16/17*
118.	Drive-by Inspections Report 10/31/17*
119.	Drive-by Inspections Report 11/6/17*
120.	Drive-by Inspections Report 11/17/17*
121.	Drive-by Inspections Report 11/22/17*
122.	Drive-by Inspections Report 12/5/17*
123.	Drive-by Inspections Report 12/11/17*
124.	Drive-by Inspections Report 12/29/17*
125.	Drive-by Inspections Report 2/16/18*
126.	Drive-by Inspections Report 3/8/18*

* Except/Redacted Copy, with all non-Frontier Hangar references removed.

127.	Drive-by Inspections Report 3/16/18*
128.	Drive-by Inspections Report 3/27/18*
129.	Drive-by Inspections Report 3/30/18*
130.	Drive-by Inspections Report 4/10/18*
131.	Drive-by Inspections Report 4/20/18*
132.	Drive-by Inspections Report 5/23/18*
133.	Drive-by Inspections Report 6/15/18*
134.	Drive-by Inspections Report 6/21/18 *
135.	Drive-by Inspections Report 7/13/18*
136.	Drive-by Inspections Report 8/1/18*
137.	Drive-by Inspections Report 8/9/18*
138.	Drive-by Inspections Report 8/23/18*
139.	Drive-by Inspections Report 9/4/18*
140.	Drive-by Inspections Report 9/26/18*
141.	Drive-by Inspections Report 10/3/18*
142.	Drive-by Inspections Report 12/13/18*
143.	Drive-by Inspections Report 12/20/18*
144.	Drive-by Inspections Report 12/28/18*
145.	Drive-by Inspections Report 2/15/19*
146.	Drive-by Inspections Report 3/12/19*
147.	Drive-by Inspections Report 4/3/19*
148.	Drive-by Inspections Report 4/12/19*

* Except/Redacted Copy, with all non-Frontier Hangar references removed.



April 18, 2019



EXHIBIT "E"

LEGEND:
[Blue shaded area] AREA = 1,270,416 SF (29.16 AC)

