

**FIRST AMENDMENT TO THE AIRLINE SUPPORT FACILITIES
HANGAR LEASE AGREEMENT**

THIS FIRST AMENDMENT TO THE AIRLINE SUPPORT FACILITIES HANGAR LEASE AGREEMENT (the “**Amendment**”) is made and entered into as of the date stated on the City’s signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, 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 (“**Airline**”).

WITNESSETH

WHEREAS, the City owns and operates Denver International Airport (“**DEN**” or the “**Airport**”); and

WHEREAS, the parties hereto entered into a certain Airline Support Facilities Hangar Lease Agreement, which was effective May 30, 2019 (the “**Agreement**”), through which the Airline and the City agree to the terms of the Airline’s use and lease of certain premises and facilities at the Airport; and

WHEREAS, the Parties now wish to modify the premises leased as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.02 of the Agreement, entitled “Lease of Ground” is hereby deleted in its entirety and replaced with:

“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 portion of the 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 705,317 square feet.

Where not already leased to any other party or otherwise occupied by the City for its own use and operation, Airline shall have the right to lease additional landside parking spaces that are adjacent to the Ground. If Airline exercises this right, (i) the rental rate for such additional land shall be the then-applicable Ground Rent rate under the Agreement, and (ii) the additional leased Ground shall be memorialized in an amendment to the Agreement.”

2. **Exhibit B** attached to the Agreement is hereby deleted and replaced with the **Exhibit B** attached to this Amendment. Notwithstanding the change to the Ground being leased by Airline as

effectuated through this Amendment, Airline will continue to be responsible for the operation and maintenance of infrastructure connecting (x) the fire suppression building to the main hangar building, and (y) the main hangar building and associated infrastructure to the lined detention pond. Airline will also be responsible for snow plowing and debris removal along the aircraft connection between the hangar apron and the taxiway within the Ground.

3. The Facility Rent table included within section 2.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

Year	Price Per Square Foot	Annual/Monthly Facility Rent
Year 1- thru 5.31.20	\$1.00	\$154,900.20 annually/\$12,908.35 per month
Year 2- thru 5.31.21	\$1.00 plus CPI Adjustment	TBD based CPI Adjustment
Year 3- thru 5.31.22	\$8.00	\$1,239,201.60 annually/ \$103,266.80 per month
Year 4- thru 5.31.23	\$8.00 plus CPI Adjustment	TBD based CPI Adjustment
Year 5- thru 5.31.24	\$12.00	\$1,858,802.40 annually/\$154,900.20 per month
Year 6- thru 5.31.25	\$12.00 plus CPI Adjustment	TBD based on CPI Adjustment
Year 7- thru 5.31.26	\$13.50	\$2,091,152.70 annually/\$174,262.73 per month
Year 8- thru 5.31.27	\$13.50 plus CPI Adjustment	TBD based CPI Adjustment
Year 9- thru 5.31.28	\$15.00	\$2,323,503.00 annually/\$193,625.25 per month
Year 10- thru 5.31.29	\$15.00 plus CPI Adjustment	TBD based on CPI Adjustment

4. Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment to Agreement shall not be effective or binding on the City until approved and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGES FOLLOW]