

**FRONTIER AIRLINES, INC.  
RELEASE OF CLAIMS**

This Release of Claims (this “Release”) is entered into by and among FRONTIER AIRLINES, INC. (the “Company”), the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (the “Union”) and the Flight Attendant named on the signature page hereto (“Flight Attendant”) effective as of the date of the last signature hereto.

**RECITALS:**

**WHEREAS**, the Company and the Union are parties to that certain Frontier Airlines Flight Attendant Contract 2011–2016, dated as of October 14, 2011, as amended (the “CBA”), pursuant to which Flight Attendant is, among other things, entitled to an equity participation right in the Company upon the terms and subject to the conditions set forth in in Article 24A thereto (the “Equity Participation”);

**WHEREAS**, the Company and the Union have entered into a Letter of Agreement, dated as of March 15, 2017 (the “LOA”), pursuant to which the Company has agreed, subject to the terms and conditions thereof, to pay to eligible Flight Attendants covered by the CBA an aggregate amount equal to forty million dollars (\$40,000,000) (the “Equity Participation Payment”);

**WHEREAS**, the Union has determined that Flight Attendant is eligible to receive a portion of the Equity Participation Payment under the LOA and has allocated Flight Attendant an aggregate amount set forth on the signature page hereto (the “Individual Equity Participation Amount”) to be paid, less required withholdings, in six substantially equal installments on the first payroll date commencing on June 5, 2017 in accordance with the terms of the LOA; and

**WHEREAS**, in consideration of the foregoing, and as a condition to the Company’s and the Union’s willingness to enter into the LOA, the Union’s allocation of the Individual Equity Participation Amount, and the Company’s payment of the Individual Equity Participation Amount, the Company and the Union have required that Flight Attendant execute and deliver this Release to the Company and the Union not later than May 22, 2017 (the “Release Deadline”).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set out herein, the parties hereto hereby agree as follows:

1. **Equity Participation Settlement.** The payment of the Individual Equity Participation Amount in accordance with the terms and conditions of the LOA shall constitute a full and complete settlement of any and all claims Flight Attendant may have relating to the Equity Participation and Section 24A of the CBA.

2. **Waiver and Release.** Subject to the last sentence of the first paragraph of this Section 2, Flight Attendant, on his or her own behalf and on behalf of his or her heirs, executors, administrators, attorneys and assigns, hereby unconditionally and irrevocably releases, waives and forever discharges the Company, the Union and each of the Company’s and the Union’s affiliates, parents, successors, predecessors, and the subsidiaries, directors, owners, members, shareholders, officers, agents, and employees of the Company, the Union and the Company’s and the Union’s affiliates, parents, successors, predecessors, and subsidiaries (collectively, all of the foregoing are

referred to as the “**Released Parties**”), from any and all causes of action, claims and damages, including attorneys’ fees, whether known or unknown, foreseen or unforeseen, presently asserted or otherwise arising through the date of his or her signing of this Release, concerning arising out of or in connection with the Equity Participation, Section 24A of the CBA, the Equity Participation Amount and Flight Attendant’s allocation of the Individual Equity Participation Amount, including, without limitation, any claim arising under any federal, state or local laws, ordinances or regulations and any claim arising under any common law principle or public policy, including, without limitation, all suits in tort or contract. Notwithstanding any other provision of this Release to the contrary, this Release is contingent upon the Company paying Flight Attendant the Individual Equity Participation Amount in accordance with the terms of the LOA and does not encompass, and Flight Attendant does not release, waive or discharge, the obligations of the Company to pay the Individual Equity Participation Amount.

Flight Attendant understands that by signing this Release, he or she is not waiving any claims or administrative charges which cannot be waived by law or any claims that accrue in the future. He or she is waiving, however, any right to monetary recovery or individual relief should any federal, state or local agency pursue any claim on his or her behalf arising out of or related to the Equity Participation, Section 24A of the CBA, the Equity Participation Amount and the Individual Equity Participation Amount. Flight Attendant further agrees without any reservation whatsoever, never to commence a legal action or sue the Released Parties or become a party to a lawsuit on the basis of any and all claims of any type released in this Release.

3. **Acknowledgments.** Flight Attendant is signing this Release, knowingly and voluntarily. He or she acknowledges that: (a) he or she is hereby advised in writing to consult an attorney before signing this Release; (b) he or she has relied solely on his or her own judgment and/or that of his/ her attorney regarding the consideration for and the terms of this Release and is signing this Release knowingly and voluntarily of his or her own free will, and has had the opportunity to ask questions of, and be provided such information reasonably requested by him or her from the Company and the Union; and (c) he or she is not entitled to the Individual Equity Participation Amount unless he or she agrees to the terms of this Release.

4. **Entire Agreement.** There are no other agreements of any nature between or among the parties hereto with respect to the matters discussed in this Release, except as expressly stated herein, and in signing this Release, Flight Attendant is not relying on any agreements or representations, except those expressly contained in this Release.

5. **Execution.** This Release may be executed by facsimile and in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6. **Severability.** If any provision of this Release is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Release shall continue in full force and effect.

7. **Governing Law.** This Release and its terms will be construed, enforced and governed by the laws of the State of Colorado without regard to conflict of law provisions. If any provision of this Release is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

8. **Choice of Forum.** The parties to the Release irrevocably and unconditionally (i) agree that any legal proceeding arising out of or in connection with this Release shall be brought in a court of subject matter jurisdiction located in the State of Colorado, which in the case of a state court shall be the courts of Denver County, Colorado and in the case of federal jurisdiction, the courts of the District of Colorado, (ii) consent to the exclusive jurisdiction of such a court in any such proceeding, and (iii) waive any objection to the laying of venue of any such proceeding in any such court. The parties also irrevocably and unconditionally consent to the service of any process, pleadings, notices or other papers in connection with any such proceeding and submit to personal jurisdiction in such venue.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties have duly executed this Release as of the day and year set forth below.

FLIGHT ATTENDANT:

\_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Individual Equity Participation Amount:  
\$62,069.72

FRONTIER AIRLINES, INC.

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_