

**AMENDMENT NO. 1 TO AMENDED AND RESTATED CREDIT  
AGREEMENT**

AMENDMENT NO. 1 (this “**Amendment**”) dated as of April [ ], 2009 to the Amended and Restated Secured Super-Priority Debtor in Possession Credit Agreement dated as of April 1, 2009 (the “**Credit Agreement**”), by and among Frontier Airlines Holdings, Inc., Frontier Airlines, Inc. (“**Airlines**”), Lynx Aviation, Inc. (together the “**Borrowers**” or the “**Borrower**”), the Lenders party thereto and Wells Fargo Bank Northwest, National Association, acting in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the “**Administrative Agent**”).

**W I T N E S S E T H:**

WHEREAS, Airlines is party to the WestLB Facility (as defined in the Credit Agreement), pursuant to which certain letters of credit have been issued and are outstanding;

WHEREAS, Airlines intends to enter into an amendment of the WestLB Facility (the “**WestLB Facility Amendment**”) to provide for (i) the amendment of certain letters of credit that are outstanding under the WestLB Facility by extending the maturity date thereof and (ii) such amended letters of credit to continue to be secured by spare parts collateral owned by Airlines, as more fully set out in the WestLB Facility Amendment;

WHEREAS, the parties hereto desire to amend the Credit Agreement to permit the granting of Liens on spare parts collateral securing obligations with respect to letters of credit issued pursuant to (or issued to replace letters of credit issued pursuant to) the WestLB Facility, as amended by the WestLB Facility Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Defined Terms, References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “this Agreement”, “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference in the Credit Agreement, and each reference in any other Loan Document to “the Credit Agreement”, “thereof”, “thereunder”, “therein” or “thereby” or other similar reference to the Credit Agreement, shall, after this Amendment becomes effective, refer to the Credit Agreement as amended hereby.

SECTION 2. *Amendments to Credit Agreement.* (a) Clause (xv) of Section 6.3(a) of the Credit Agreement is hereby amended to read in its entirety as follows:

“(xv) Indebtedness in respect of letters of credit issued pursuant to (or issued to replace letters of credit issued pursuant to) the WestLB Facility in an aggregate face amount not to exceed \$12,500,000.”

(b) Paragraph (c) of Section 6.3 of the Credit Agreement is hereby amended by deleting the language “upon the termination of such facility” from clause (iv) thereof.

(c) Paragraph (i) of Section 6.7 of the Credit Agreement is hereby amended to read in its entirety as follows:

“(i) Liens on (i) cash deposits and/or spare parts securing obligations with respect to letters of credit issued pursuant to (or issued to replace letters of credit issued pursuant to) the WestLB Facility, provided that the aggregate amount of such obligations does not exceed \$13,500,000 at any time outstanding and (ii) cash deposits securing other obligations permitted by Section 6.3, provided that the aggregate amount of such obligations does not exceed \$3,500,000 at any time outstanding.”

SECTION 3. *Effectiveness.* This Amendment shall become effective as of the date first written above upon the receipt by the Administrative Agent from each of the Borrowers and the Required Lenders a counterpart hereof signed by such party or facsimile or other written confirmation (in form reasonably satisfactory to the Administrative Agent) that such party has signed a counterpart hereof.

SECTION 4. *Representations Of Borrowers.* The Borrowers hereby represent and warrant that (a) the representations and warranties contained in Section 3.5 and Section 3.13 of the Credit Agreement shall be true and correct as of the date hereof and (b) no Default or Event of Default shall exist on the date hereof.

SECTION 5. *Governing Law.* This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

FRONTIER AIRLINES HOLDINGS,  
INC.

By: \_\_\_\_\_  
Name:  
Title:

FRONTIER AIRLINES, INC.

By: \_\_\_\_\_  
Name:  
Title:

LYNX AVIATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed:

WELLS FARGO BANK NORTHWEST,  
NATIONAL ASSOCIATION, in its  
capacity as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

REPUBLIC AIRWAYS HOLDINGS,  
INC., as Lender

By: \_\_\_\_\_  
Name:  
Title: