

Disputed Claims Reserve

The Debtors, Republic and the Creditors' Committee have agreed to establish an escrow account pursuant to an escrow agreement substantially in the form attached hereto (the "**Escrow Agreement**"). The Debtors, Republic and the Creditors' Committee have agreed that distributions from this account shall be made by the Escrow Agent at the direction of the Disbursing Agent.

The Debtors have determined, pursuant to section 7.1 of the Plan, to authorize the Solicitation Agent to be the Disbursing Agent under the Plan. The Debtors have also determined to authorize Union Bank, N.A. to be the escrow agent under the Escrow Agreement.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of [•], 2009 (the “Agreement”) by and among Frontier Airlines Holdings, Inc., a Delaware corporation (the “Company”), Frontier Airlines, Inc., a Colorado corporation (“Frontier Airlines”), Lynx Aviation, Inc., a Colorado corporation (“Lynx,” and, together with the Company and Frontier Airlines, the “Debtors” or “Reorganized Debtors”), Epiq Systems Bankruptcy Solutions, LLC, as disbursing agent (the “Disbursing Agent”) and Union Bank, N.A, a national banking association acting as escrow agent (the “Escrow Agent”);

WHEREAS, on April 10, 2008, the Debtors filed voluntary petitions commencing cases (the “Cases”) under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, on [•], the Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (the “Plan”) was approved by the Bankruptcy Court pursuant to a Confirmation Order in accordance with section 1129 of the Bankruptcy Code;

WHEREAS, in accordance with the Plan, the Reorganized Debtors desire to establish a reserve for distribution to the holders of Allowed General Unsecured Claims of that portion of the Class 3 Allocation that is not distributed on the Initial Distribution Date to the holders of Allowed General Unsecured Claims (the “Disputed Claims Reserve”);

WHEREAS, the Reorganized Debtors expressly recognize that the funds in the Disputed Claims Reserve are for the sole benefit of the holders of Allowed General Unsecured Claims and are not available for the benefit of the Reorganized Debtors or their creditors;

WHEREAS, Republic Airways Holdings, Inc. (“Republic”) and the Debtors entered into an investment agreement on August 13, 2009 (the “Second Amended and Restated Investment Agreement”), whereby Republic agreed that a portion of the purchase price it agreed to pay in exchange for the equity capital of the reorganized Company would be directed to holders of Allowed General Unsecured Claims against the Debtors;

WHEREAS, the Reorganized Debtors, Republic and the Statutory Committee of Unsecured Creditors appointed in the Cases (the “Creditors’ Committee”) have designated Epiq Systems Bankruptcy Solutions, LLC (“Epiq”) to serve as Disbursing Agent to direct all distributions in accordance with Section 7.1 of the Plan with respect to the holders of Allowed General Unsecured Claims of the Reorganized Debtors, and Epiq has agreed to accept such appointment;

WHEREAS, Epiq desires to appoint Union Bank, N.A. as Escrow Agent and Union Bank, N.A. is willing to accept such appointment in accordance with the terms hereof for the purpose of receiving, holding, investing and disbursing amounts held in the Disputed Claims Reserve pursuant to Article 4 of the Plan;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan. In the event of conflict between such definitions, the definition set forth in the Plan shall control.

Section 2. Appointment of Escrow Agent. The Reorganized Debtors and Epiq hereby appoint the Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and Escrow Agent hereby accepts such appointment.

Section 3. Establishment of Escrow Account. Escrow Agent shall open and maintain an account on the terms and conditions set forth herein (the "Escrow Account").

Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to Escrow Agent are as follows:

Union Bank, N.A.
1980 Saturn Street
Monterey Park, CA 91755
ABA #[_____]
Acct. #[_____]; Acct. Name: [_____]
FFC: Trust #[_____]; Acct. Name: [_____]
Attn: [_____]

Section 4. Deposits into the Escrow Account. After the Initial Distribution Date, the Company will deposit with the Escrow Agent in immediately available funds, by wire transfer, the remainder of the Class 3 Allocation to be held in the Disputed Claims Reserve (the "Escrow Funds"), which Escrow Funds shall be held by Escrow Agent for the sole benefit of holders of Allowed General Unsecured Claims under the terms and conditions hereinafter set forth.

Upon receipt of the Escrow Funds by the Escrow Agent, the Escrow Agent agrees to (i) hold the same in escrow strictly in accordance with and subject to the terms and conditions hereof and (ii) promptly confirm its receipt of such funds to the Reorganized Debtors and the Post-Effective Date Committee via email, followed by written notice.

The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Escrow Agreement, from time to time are collectively referred to hereinafter as the "Escrow Property". Escrow Agent shall have no duty to solicit the Escrow Property.

Section 5. Investment of the Escrow Property. As soon as practicable after the receipt thereof, Escrow Agent shall cause the Escrow Property to be invested in a Union Bank Institutional Trust Deposit Account I (an interest bearing deposit account of the Escrow Agent).

The Reorganized Debtors shall bear and retain the sole responsibility for the selection of this investment and all risks from such investment.

Escrow Agent shall have no obligation to invest or reinvest the Escrow Property if deposited with Escrow Agent after 11:00 a.m. (E.S.T.) on the day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property shall become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property shall be reflected in the value of the Escrow Property from time to time. Notwithstanding the foregoing, Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever Escrow Agent shall be required to release all or any portion of the Escrow Property pursuant to Section 6 hereof. In no event shall Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6. Distribution of the Escrow Property. Epiq shall administer the distribution of the Escrow Property to holders of Allowed General Unsecured Claims in accordance with the Plan and instructions provided to it by the Reorganized Debtors and/or the Bankruptcy Court or other federal or state court of competent jurisdiction. Distributions shall be net of any expenses relating thereto (including any taxes imposed thereon or otherwise payable by or on account of the Disputed Claims Reserve). Upon receipt by the Escrow Agent of written instructions signed by Epiq directing the Escrow Agent to release all or any portion of the Escrow Property, the Escrow Agent shall release promptly all or such portion of the Escrow Property in accordance with such written instructions.

Three Business Days prior to any requested disbursement from the Escrow Account, Epiq may deliver by facsimile transmission a written notice signed by an Authorized Person of Epiq to disburse all or part of the Escrow Property as instructed therein for ultimate delivery to holders of Allowed General Unsecured Claims (the "Disbursement Instruction"). Escrow Agent shall and is hereby authorized to withdraw and pay said disbursement as specified in such Disbursement Instruction. Escrow Agent may act upon the facsimile transmission of such Disbursement Instruction and rely upon the fax signature(s) of an Authorized Person regardless of by whom or by what means the actual or purported facsimile signature(s) thereon may have been affixed thereto if such facsimile signature(s) resemble the facsimile specimen on Schedule I attached hereto or as provided to the Escrow Agent from time to time. Escrow Agent shall incur no liability to Epiq, the Reorganized Debtors, or any holder of Allowed General Unsecured Claims specified by Epiq, or otherwise, for having acted in accordance with instructions on which it is authorized to rely pursuant to the provisions hereof.

All payments of the Escrow Property will be made through one or more operating accounts for purposes of effecting delivery of the Escrow Property to holders of Allowed General Unsecured Claims. Payments will be made from the operating account or accounts to holders of Allowed General Unsecured Claims specified by Epiq by check or by wire transfer in immediately available funds to the respective bank accounts of such holders of Allowed General Unsecured Claims.

In the event fund transfer instructions are given (other than in writing at the time of the execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule I attached hereto, and Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent. The Escrow Agent shall have no duty or obligation to authenticate such payment instructions or the authorization thereof. Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Epiq or the Reorganized Debtors, to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

Section 7. Compensation of Escrow Agent. Escrow Agent shall be entitled to receive payment for fees, costs and expenses for all services rendered by it hereunder in accordance with Schedule II to this Agreement. Such fees, costs and expenses shall be paid by the Reorganized Debtors, provided that if any such fees, costs or expenses are not timely paid to Escrow Agent by the Reorganized Debtors, Escrow Agent shall be entitled to payment out of the Escrow Property, and Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose. Escrow Agent shall be entitled to be reimbursed on demand by Reorganized Debtors for all losses, liabilities, damages, disbursements, advances or expenses reasonably paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements, and to the extent that Escrow Agent is not timely reimbursed by the Reorganized Debtors, Escrow Agent shall be entitled to reimbursement out of the Escrow Property, and Escrow Agent may sell, convey or otherwise dispose of any Escrow Property for such purpose. At all times, Escrow Agent will have a right of set off and first lien upon the Escrow Account for payment of customary fees, costs and expenses and all such losses, liabilities, damages or expenses from time to time. The obligations contained in this Section 7 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

Section 8. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to Epiq and the Reorganized Debtors as provided in this Section 8. Epiq may remove Escrow Agent at any time by giving written notice signed by an Authorized Person at least (30) calendar days prior to such removal to Escrow Agent. Together with or following such notice, a successor Escrow Agent shall be jointly appointed by Epiq and the Reorganized Debtors, who shall provide written notice of such to the resigning Escrow Agent. Such successor Escrow Agent shall become Escrow Agent hereunder, and all Escrow Property shall be transferred to it upon the resignation or removal date specified in such notice. If the parties are unable to appoint a successor Escrow Agent within thirty (30) days after such notice, Escrow

Agent may, in its sole discretion, petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including but not limited to its attorney fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid in accordance with Section 7 of this Agreement. On the resignation/removal date in accordance with customary arrangements and receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver and/or disburse the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent and not timely satisfied by the Reorganized Debtors. Upon its resignation and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section 8, Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

Section 9. Indemnification of Escrow Agent. The Reorganized Debtors agree to indemnify and hold Escrow Agent harmless with respect to any acts Escrow Agent takes in accordance with the terms and conditions of this Agreement. The Reorganized Debtors agree to indemnify and hold Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that Escrow Agent may incur by reason of or based upon its actions under this Agreement other than as a result of the gross negligence, fraud, willful misconduct of Escrow Agent, or any person or entity acting on Escrow Agent's behalf.

Section 10. Rights, Duties and Immunities of Escrow Agent. Acceptance by Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which all parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of Escrow Agent.

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Agreement and no duties, responsibilities, or obligations shall be inferred or implied. Escrow Agent shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Agreement. Escrow Agent shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.

(b) Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements between Epiq, the Reorganized Debtors and any holder of Allowed General Unsecured Claims.

(d) Escrow Agent shall not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such notice, direction, instruction, instrument,

document, or other items delivered to it by such party or parties. Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication believed by it to have been sent or given by Epiq or the Reorganized Debtors and shall be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Agreement.

(f) Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Agreement may arise. Escrow Agent shall be under no liability to any party hereto by reason of any failure on the part of Epiq, the Reorganized Debtors, or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between Epiq, the Reorganized Debtors and any other party, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

(g) Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced in writing and delivered to Escrow Agent signed by the proper party or parties and, if the duties or rights of Escrow Agent are affected, unless it shall give its prior written consent thereto. No person, firm or corporation will be recognized by Escrow Agent as a successor or assignee of Epiq until there shall be presented to Escrow Agent evidence satisfactory to it of such succession or assignment. This Agreement shall not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(h) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(i) Escrow Agent shall not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of gross negligence, fraud or willful misconduct on its part or on the part of any other party or entity acting on its behalf. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from Epiq or the Reorganized Debtors, or any entity acting on behalf of either, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the

Escrow Property, valued as of the date of loss.

(j) In the event of any ambiguity or uncertainty hereunder or in any notice or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by Epiq and the Reorganized Debtors which eliminates such ambiguity or uncertainty.

(k) Escrow Agent may consult with legal counsel of its own choosing, as to any matter relating to this Escrow Agreement and the Escrow Agent shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(l) In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own gross negligence, willful misconduct or fraud or the gross negligence, willful misconduct or fraud, of any other party or entity acting on its behalf, all or any part of the Escrow Property until such dispute shall have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives) and setting forth the resolution of the dispute. Escrow Agent shall be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(m) Escrow Agent shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank or telex or other wire or communication facility).

(n) Unless otherwise specifically set forth herein, Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to Escrow Agent's usual collection practices and terms regarding items received by Escrow Agent for deposit or collection. Escrow Agent shall not be required, or have any duty to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security.

(o) When Escrow Agent acts on any instruction, communication, (including, but not limited to, communication with respect to the delivery of securities or the wire transfer

of funds) sent by telex, facsimile, email or other form of electronic or data transmission, Escrow Agent, absent its gross negligence, willful misconduct, or fraud or that gross negligence, willful misconduct or fraud on the part of any other party acting on his behalf, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise).

(p) Epiq and the Reorganized Debtors shall provide to the Escrow Agent such information as the Escrow Agent may reasonably require to permit the Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001). The Escrow Agent shall not credit any amount of interest or investment proceeds earned on the Escrow Fund, or make any payment of all or a portion of the Escrow Fund, to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to permit the Escrow Agent to comply with its obligations under such Act.

Section 11. Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Agreement shall be in writing and shall become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification to Escrow Agent, Epiq, the Reorganized Debtors and the Post-Effective Date Committee. All notices pursuant to this Section 11 may be delivered via facsimile transmission. Notices to Escrow Agent shall be deemed to be given when actually received by Escrow Agent's Corporate Trust Department.

If to Epiq, to:

Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, NY 10017
Attention: [_____]]
Telephone: [_____]]
Fax: [_____]]
E-mail: [_____]]

with a copy to:

[•]

If to Escrow Agent, to:

Union Bank, N. A.
350 California Street, 11th Floor
San Francisco, CA 94104
Attention: [_____]]
Telephone: [_____]]
Fax: [_____]]
E-mail: [_____]]

If to the Reorganized Debtors, to:

Frontier Airlines, Inc.
7001 Tower Road
Denver, Colorado 80249-7312
Attention: [_____]]
Fax: [_____]]

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: [_____]]
Telephone: [_____]]
Fax: [_____]]
E-mail: [_____]]

If to the Post-Effective Date Committee, to:

[•]

with a copy to:

Wilmer Cutler Pickering Hale and Dorr LLP
399 Park Avenue
New York, NY 10022
Attention: [_____]]
Telephone: [_____]]
Fax: [_____]]
E-mail: [_____]]
Attention: [_____]]
Telephone: [_____]]
Fax: [_____]]
E-mail: [_____]]

Section 12. Termination. This Agreement shall terminate when all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Agreement.

Section 13. Continuing Obligations. The obligations under Sections 7, 9 and 11 hereof shall survive the resignation or removal of Escrow Agent, the termination of this Agreement and the payment of all amounts hereunder.

Section 14. Inconsistent Provisions. Epiq and the Reorganized Debtors agree that to the extent that (i) the provisions of the Plan relating to the Escrow Property are inconsistent with the terms of this Agreement, the provision of the Plan shall control, and (ii) the provisions of any other agreement relating to the Escrow Property are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts (including by fax), each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 17. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

Section 18. Authorized Person. Epiq and the Reorganized Debtors hereby identify to Escrow Agent, the officers, employees or agents designated on Schedule I attached hereto as Authorized Person(s) with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent. Such Schedule I may be amended and updated by written notice to Escrow Agent with a copy to the other parties to this Agreement provided that failure to furnish such copy shall not effect the validity of such notice to the Escrow Agent. Escrow Agent shall be entitled to rely on such original or amended Schedule I with respect to any party until a new Schedule I is furnished by such party to Escrow Agent.

Section 19. Consent to Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Agreement shall be brought before the jurisdiction of the Bankruptcy Court. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or *forum non conveniens* or any similar basis.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

Section 20. Withholding Forms. The Reorganized Debtors shall be responsible for collecting all required tax forms, including but not limited to IRS forms W-8 or W-9, in order to comply with all applicable withholding requirements.

Section 21. Tax Considerations. To the fullest extent permitted by law, Epiq and Escrow Agent agree to (i) treat the Disputed Claims Reserve as a disputed ownership fund for U.S. federal income tax purposes within the meaning of Treasury regulations section 1.468B-9(b)(1) and (ii) Epiq authorizes and directs Escrow Agent to file all required tax forms and returns and report consistently with the foregoing characterization for U.S. federal, state and local income tax purposes and to make any payments to any tax authorities from the Escrow Funds. If any payment is to be made out of the Disputed Claims Reserve, such payment will not be deemed to have been made to any recipient until, and to the extent that, the amount to which the payee is entitled has been determined and distributed.

Section 22. Miscellaneous.

- a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.
- b) This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.
- c) Each party hereby represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) that the execution, delivery and performance of this Escrow Agreement by it does not and will not violate any applicable law or regulation.
- d) The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EPIQ BANKRUPTCY SOLUTIONS, LLC
as Disbursing Agent

By _____
Name:
Title:

FRONTIER AIRLINES HOLDINGS, INC.

By _____
Name:
Title:

FRONTIER AIRLINES, INC.

By _____
Name:
Title:

LYNX AVIATION, INC.

By _____
Name:
Title:

UNION BANK , N.A.
as Escrow Agent

By _____
Name:
Title: