

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 1, 2025**

**Sun Country Airlines Holdings, Inc.**  
(Exact name of Registrant as specified in its charter)

**Delaware**  
(State of  
Incorporation)

**001-40217**  
(Commission  
File Number)

**82-4092570**  
(I.R.S. Employer  
Identification No.)

**2005 Cargo Road**  
**Minneapolis, Minnesota**  
(Address of principal executive offices)

**55450**  
(Zip Code)

**(651) 681-3900**  
(Registrant's telephone number, including area code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.01 per share	SNCY	The Nasdaq Stock Market LLC

Indicate by check mark whether the Registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

## **Item 1.01 Entry into a Material Definitive Agreement.**

### **Term Loan Credit Facility**

On September 26, 2025, Sun Country Inc. (d/b/a Sun Country Airlines) (“Sun Country”), a wholly owned company of Sun Country Airlines Holdings, Inc. (the “Company,” “we,” “us” or “our”) entered into a \$108,000,000 Term Loan Facility Agreement among Sun Country, the lenders party thereto and UMB Bank, National Association, as administrative agent and mortgagee (the “Term Loan Facility”). The Term Loan Facility will be drawn in two parts. The first borrowing occurred on the Term Loan Facility closing date and the second borrowing will occur on or prior to December 19, 2025. The proceeds of the Term Loan Facility will be used (i) to pay off the existing term loan facility dated March 21, 2023 among the Sun Country Holdings, Sun Country, the lenders party thereto and UMB Bank, National Association, as facility agent, security trustee and account bank (the “Existing Term Loan Facility”), (ii) to refinance five Boeing 737-900 aircraft owned by Sun Country (the “Aircraft”) and (iii) for general corporate purposes. Three Aircraft are currently on lease to an unaffiliated airline and will remain on lease with them until the leases expire on November 30, 2025, September 30, 2026 and November 30, 2026, and upon termination of such leases they will join the Sun Country fleet.

The obligations of Sun Country under the Term Loan Facility are primarily secured by the Aircraft and, so long as the Aircraft are on lease, the associated leases, including maintenance reserve amounts and security deposits (the “Term Loan Collateral”). The Term Loan Collateral is governed by a Security Agreement among the parties (the “Security Agreement”).

The loans under the Term Loan Facility (the “Term Loans”) bear interest at a fixed rate of 5.98% per annum.

The Term Loan Facility will be subject to amortization payments, payable quarterly, commencing on or about December 22, 2025. The remaining balance of the Term Loans will be due and payable in a single payment on the maturity date of September 22, 2032.

The Term Loan Facility also contains mandatory prepayment provisions, which, among other things, may require Sun Country in certain instances to prepay obligations in connection with dispositions of Term Loan Collateral. Sun Country may prepay the facility at its option at any time without penalty (except in certain instances where a premium is applicable).

The Term Loan Facility does not limit the amount of unsecured debt that Sun Country or our subsidiaries may incur or the amount of debt secured by assets other than the Term Loan Collateral that we may incur.

The Term Loan Facility contains events of default customary for similar financings. Upon the occurrence and continuation of an event of default (other than an event of default relating to certain bankruptcy or insolvency events), the outstanding obligations under the Term Loan Facility may be accelerated and become due and payable immediately. Upon the occurrence of an event of default relating to certain bankruptcy or insolvency events, the outstanding obligations under the Term Loan Facility automatically accelerate and become due and payable immediately.

The foregoing descriptions of the Term Loan Facility and Security Agreement are summaries only and are qualified in their entirety by reference to the full text of such document.

## **Item 1.02 Termination of a Material Definitive Agreement.**

On September 26, 2025, the Company applied the proceeds of the Term Loan Facility to repay in full the indebtedness outstanding under the Existing Term Loan Facility.

The information set forth above under Item 1.01 is incorporated by reference in this Item 1.02.

## **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 is incorporated by reference in this Item 2.03.

## **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

---

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Loan Agreement, dated as of September 26, 2025, among Sun Country, Inc., UMB Bank, National Association, and the Lenders</a>
<a href="#">10.2</a>	<a href="#">Mortgage and Security Agreement, dated as of September 26, 2025, between Sun Country, Inc. and UMB Bank, National Association</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: October 1, 2025

**Sun Country Airlines Holdings, Inc.**

By: /s/ Erin Rose Neale

Name: Erin Rose Neale

Title: Chief Legal Officer, Senior Vice President, and Corporate Secretary

EXECUTION VERSION

---

**LOAN AGREEMENT**

dated as of September 26, 2025 among

**SUN COUNTRY, INC. (D/B/A SUN COUNTRY AIRLINES)**, as Borrower,

**UMB BANK, NATIONAL ASSOCIATION**,  
not in its individual capacity but solely as Administrative Agent,

**UMB BANK, NATIONAL ASSOCIATION**,  
not in its individual capacity but solely as Mortgagee,

and

**THE LENDERS**  
from time to time party hereto

---

## TABLE OF CONTENTS

Page

<b><u>ARTICLE I THE LOANS</u></b>	<b>1</b>
<u>Section 1.1 The Loans</u>	1
<u>Section 1.2 Making the Loans</u>	4
<u>Section 1.3 Payments and Computations</u>	5
<u>Section 1.4 Special Provisions Governing the Loans</u>	6
<u>Section 1.5 Sharing of Payments, Etc</u>	6
<u>Section 1.6 Obligation of Lenders to Mitigate</u>	6
<u>Section 1.7 Required Prepayment</u>	7
<u>Section 1.8 Arrangement Fee</u>	7
<b><u>ARTICLE II INTEREST</u></b>	<b>7</b>
<u>Section 2.1 Rate of Interest</u>	7
<u>Section 2.2 Interest Payments</u>	7
<u>Section 2.3 Default Rate</u>	7
<u>Section 2.4 Computation of Interest</u>	7
<b><u>ARTICLE III REPRESENTATIONS AND WARRANTIES</u></b>	<b>7</b>
<u>Section 3.1 Representations and Warranties</u>	7
<b><u>ARTICLE IV COVENANTS</u></b>	<b>10</b>
<u>Section 4.1 Covenants of the Borrower</u>	10
<b><u>ARTICLE V CERTAIN INCREASED COSTS</u></b>	<b>13</b>
<u>Section 5.1 Increased Costs</u>	13
<u>Section 5.2 Capital Adequacy</u>	15
<u>Section 5.3 Withholding of Taxes</u>	15
<u>Section 5.4 Stamp Taxes</u>	18
<u>Section 5.5 General Indemnity</u>	18
<b><u>ARTICLE VI CONDITIONS PRECEDENT</u></b>	<b>23</b>
<u>Section 6.1 Conditions to the Closing Date</u>	23
<u>Section 6.2 Conditions to the Delayed Draw Funding Date</u>	26
<u>Section 6.3. Condition Subsequent</u>	27
<b><u>ARTICLE VII EVENTS OF DEFAULT</u></b>	<b>28</b>
<u>Section 7.1 Events of Default</u>	28
<u>Section 7.2 Rescission of Acceleration</u>	30

**TABLE OF CONTENTS**  
**(continued)**

<b><u>ARTICLE VIII THE AGENTS</u></b>	<b>30</b>
<b><u>Section 8.1 Appointment and Authorization</u></b>	<b>30</b>
<b><u>Section 8.2 Delegation of Duties</u></b>	<b>31</b>
<b><u>Section 8.3 Exculpatory Provisions</u></b>	<b>31</b>
<b><u>Section 8.4 Reliance by Agents</u></b>	<b>31</b>
<b><u>Section 8.5 Notice of Defaults</u></b>	<b>31</b>
<b><u>Section 8.6 Non-Reliance on Agents and Other Lenders; Lender Representations</u></b>	<b>32</b>
<b><u>Section 8.7 Agents and Affiliates</u></b>	<b>32</b>
<b><u>Section 8.8 Indemnification</u></b>	<b>32</b>
<b><u>Section 8.9 Successor Administrative Agent</u></b>	<b>32</b>
<b><u>Section 8.10 Mortgage</u></b>	<b>33</b>
<b><u>Section 8.11 Miscellaneous</u></b>	<b>33</b>
<b><u>ARTICLE IX MISCELLANEOUS</u></b>	<b>34</b>
<b><u>Section 9.1 Amendments</u></b>	<b>34</b>
<b><u>Section 9.2 Notices</u></b>	<b>35</b>
<b><u>Section 9.3 Costs and Expenses</u></b>	<b>35</b>
<b><u>Section 9.4 Certain Agreements of the Agents</u></b>	<b>35</b>
<b><u>Section 9.5 Entire Agreement</u></b>	<b>35</b>
<b><u>Section 9.6 Cumulative Rights and Severability</u></b>	<b>35</b>
<b><u>Section 9.7 Waivers</u></b>	<b>36</b>
<b><u>Section 9.8 Successors and Assigns; Participations; Assignments</u></b>	<b>36</b>
<b><u>Section 9.9 Confidentiality</u></b>	<b>37</b>
<b><u>Section 9.10 Counterparts</u></b>	<b>38</b>
<b><u>Section 9.11 Governing Law; Submission to Jurisdiction; Venue</u></b>	<b>38</b>
<b><u>Section 9.12 Waiver of Trial by Jury</u></b>	<b>39</b>
<b><u>Section 9.13 Registrations with the International Registry</u></b>	<b>39</b>
<b><u>Section 9.14 USA Patriot Act</u></b>	<b>39</b>
<b><u>Section 9.15 Consequential Damages</u></b>	<b>39</b>
<b><u>Section 9.16 Right of Setoff</u></b>	<b>39</b>
<b><u>Section 9.17 Compliance with Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions</u></b>	<b>40</b>

**TABLE OF CONTENTS**  
**(continued)**

Schedule I	Definitions
Schedule II	Aircraft; Leases
Schedule III	Restricted Investors
Exhibit A	Loan Amortization
Exhibit B-1	Form of Notice of Borrowing
Exhibit B-2	Form of Notice of Delayed Drawdown
Exhibit C	Form of Transfer Supplement
Exhibit D-1	Form of U.S. Certificate re Non-Bank Status (for Foreign Lenders that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit D-2	Form of U.S. Certificate re Non-Bank Status (for Foreign Participants that are not Partnerships for U.S. Federal Income Tax Purposes)
Exhibit D-3	Form of U.S. Certificate re Non-Bank Status (for Foreign Participants that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit D-4	Form of U.S. Certificate re Non-Bank Status (for Foreign Lenders that are Partnerships for U.S. Federal Income Tax Purposes)
Exhibit E	Form of Mortgage

## LOAN AGREEMENT

**THIS LOAN AGREEMENT**, dated as of September 26, 2025 (this “**Agreement**”), is among **SUN COUNTRY, INC (d/b/a Sun Country Airlines)** (the “**Borrower**”), **UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as the Administrative Agent (the “**Administrative Agent**”), **UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as security trustee, as the Mortgagee (the “**Mortgagee**”), and the Lenders from time to time party hereto (the “**Lenders**”). Certain capitalized terms used herein are defined, and certain rules of construction are specified, in Schedule I or in the Security Agreement, as the case may be.

### BACKGROUND

1. The Lenders have agreed to make loans to the Borrower to be secured by a Lien on five aircraft owned by the Borrower.

2. In connection with such loans, the parties hereto wish to enter into certain related understandings, as set forth herein.

The parties hereto agree as follows:

### Article I

#### THE LOANS

##### Section 1.1 The Loans.

(a) Commitments. Each Lender severally agrees, on the terms and conditions hereinafter set forth, to advance to the Borrower its Commitment Share for each Aircraft, on a per Aircraft basis, and upon advancement of all such Commitment Shares, the aggregate original principal amount of the Loans (including any Delayed Draw Loans) shall be not more than \$108,000,000.00 (the “**Maximum Loan Amount**”). The undrawn Commitment Shares of each Lender shall terminate at 5:30 p.m. (New York time) on the Commitment Termination Date. Once repaid, the Loans (or any portion thereof) may not be reborrowed. The Loans shall be allocated to the Aircraft pro rata such that the Loan related to an Aircraft shall not be in excess of the Maximum Aircraft Loan Amount for such Aircraft.

(b) Amortization. Each Loan shall amortize quarterly on each Payment Date in accordance with the amortization schedule for such Loan set forth on Exhibit A to this Agreement; provided that, in respect of the Loans related to each Oman Aircraft, in the event that (i) the related Oman Lease either (x) expires on its scheduled expiration date (or any extension of such scheduled expiration date) or (y) is terminated by the Borrower prior to such scheduled expiration date and (ii) the Borrower takes possession of such Oman Aircraft following such expiration or termination of such Oman Lease (a “**Post-Lease Possession**”), then, notwithstanding anything to the contrary in the amortization schedule for the applicable Loan, on the first two Payment Dates for such Loan following such Post-Lease Possession, no principal amount payable in respect of such Loan shall be due on such Payment Dates. Each Initial Loan shall amortize quarterly on each Payment Date in accordance with the amortization schedule for such Loan set forth on Exhibit A to this Agreement. To the extent the Delayed Draw Loans are funded in accordance with the terms and conditions set forth in this Agreement, following the submission of a Notice of Delayed Drawdown by the Borrower, the Initial Lender shall prepare,

in consultation with the Borrower, an updated amortization schedule for each Loan incorporating both the Initial Loan and the Delayed Draw Loan, in each case in respect of such Loan, on the same basis and utilizing the same rate of interest as that reflected in the amortization schedule for such Initial Loan and such updated amortization schedule shall be the amortization schedule for such Loan for all purposes of this Agreement. Following the Delayed Draw Funding Date, each Loan shall amortize quarterly on each Payment Date in accordance with such updated amortization schedule.

(c) Optional Prepayment. The Borrower may elect to prepay the Loans or a Loan in respect of an Aircraft at any time on at least five (5) Business Days' irrevocable prior written notice to the Administrative Agent (a "**Prepayment Notice**"), in whole or in a part (but if in part, in an amount at least equal to \$10,000,000.00 in the aggregate across all of the Loans being prepaid), together with accrued interest on the principal amount of the Loans prepaid to the date of such prepayment, plus Premium, if any. Any such Prepayment Notice for prepayment in part shall identify the amount of such prepayment. The Administrative Agent will promptly send the Lenders copies of any Prepayment Notice. Any prepayment of the Loans in part shall reduce the Borrower's obligations under Section 1.1(b) with respect to the Loans in the inverse order of maturity. If prepayment of the Loans is not made in the principal amount and on the date specified in a Prepayment Notice given by the Borrower, the Borrower shall pay to each Lender additional interest, accrued for the remainder of the then-current Interest Period from and including such scheduled prepayment date.

(d) Mandatory Prepayment.

(i) If an Event of Loss with respect to any Aircraft occurs, and the Borrower elects or is required to prepay the relevant Loan, the Borrower shall prepay, in accordance with Section 3.05(a) of the Mortgage the outstanding principal amount of the Loan related to such Aircraft with accrued interest thereon, but without premium or penalty; provided that the Borrower shall give the Administrative Agent notice of any such prepayment as provided in Section 1.1(c) (and, on the date specified in any such notice, the amount to be prepaid shall become due and payable hereunder). The Borrower may elect to deposit the Loss Proceeds in the Administrative Agent's Account for application to the relevant Loan on the immediately subsequent Payment Date.

(ii) If a Disposition of any Aircraft occurs, the Borrower shall prepay the outstanding principal amount of the Loan related to such Aircraft with accrued interest thereon, but without premium or penalty (other than the Premium, if applicable), either, at the election of the Borrower, concurrently with such Disposition or by depositing the gross sales proceeds in respect of such Disposition and if applicable, the Premium in the Administrative Agent's Account for application to the relevant Loan on the immediately subsequent Payment Date; provided that the Borrower shall give the Administrative Agent notice of any such prepayment as provided in Section 1.1(c) (and, on the date specified in any such notice, the amount to be prepaid shall become due and payable hereunder).

(iii) If, with respect to any Oman Aircraft, (x) the Borrower has terminated the Oman Lease related to such Oman Aircraft prior to the scheduled expiration date of such Oman Lease and (y) within 90 days of the date of the early termination of such Oman Lease (the "**Longstop Date**"), the Borrower does not have possession of such Oman Aircraft, the Borrower shall prepay the outstanding principal amount of the Loan related to such Oman Aircraft with accrued interest thereon, without premium or penalty, within three (3) Business Days of the Longstop Date.

(iv) If an LTV Prepayment Event occurs, the Borrower shall, on or before the next Payment Date, immediately partially prepay the Loans, and any accrued interest thereon but without any premium, in an amount sufficient such that such LTV Prepayment Event is no longer continuing, with such amount applied in the inverse order of maturity pro rata to the principal amount of all Loans.

(v) After giving effect to (A) any prepayment of the Loan allocated to any Aircraft (the “**Subject Aircraft**”) in full pursuant to Section 1.1(c) or Section 1.1(d)(i)-(iii) (for the purposes of this Section 1.1(d)(v), the “**Subject Prepayment**”) and (B) as a result of the Subject Prepayment, the release of the Lien of the Mortgage in respect of the Subject Aircraft pursuant to Section 9.01 thereof, the Borrower shall prepay in part the Loans allocated to the remaining Aircraft (to be applied pro rata to the outstanding Loans allocated to such remaining Aircraft in the inverse order of maturity) in an aggregate amount equal to 5% of the originally scheduled principal amount of the Loan in respect of the Subject Aircraft (disregarding any prior partial prepayment, Supplemental Prepayment or prepayment under Section 1.1(d)(iv) in respect of such Loan) (such additional payment, the “**Supplemental Prepayment**”). No Premium shall be payable in connection with any Supplemental Prepayment.

(vi) If the Delayed Draw Funding Date does not occur on or prior to December 19, 2025, the Borrower shall, on or before the date falling three (3) Business Days after December 19, 2025, immediately prepay the outstanding principal amount of the Loans in full, together with the Premium, any accrued interest thereon and any other Secured Obligations outstanding on such date (but without premium or penalty other than the Premium).

(e) Pro Rata Treatment. Except to the extent otherwise provided herein, (i) the borrowing of the Loans from the Lenders under Section 1.2 shall be made from the Lenders pro rata according to the amounts of their respective Commitment Shares; (ii) each payment or prepayment of principal of the Loans shall be made for account of the Lenders pro rata in accordance with their respective Ratable Shares; and (iii) each payment of interest on the Loans shall be made for account of the Lenders pro rata in accordance with the amounts of interest on the Loans then due and payable to the Lenders.

(f) Effect of Prepayment. Amounts prepaid under clause (c) or (d) above shall not be subject to further drawdown hereunder.

(g) Applications; Other Amounts. All prepayments under this Section 1.1 shall be applied pro rata to repayment of the Loans allocable to the related Aircraft and, if applicable under this Section 1.1, shall reduce the scheduled amortization payments for the Loans in respect of such Aircraft on a pro rata basis and an updated amortization schedule for each Loan shall be prepared by the Lenders in consultation with the Borrower and the Administrative Agent promptly following the relevant prepayment (such schedule as so prepared being conclusive absent manifest error and provided to the Borrower and each of the Lenders).

## **Section 1.2** Making the Loans.

(a) In connection with the Closing, the Borrower shall deliver a Notice of Borrowing to the Mortgagee, the Administrative Agent and each Lender not later than 12:00 p.m. (New York City time) one (1) Business Day (or such fewer number of days as agreed between the Borrower and the Lenders) prior to the scheduled Closing Date. The Notice of Borrowing shall be irrevocable and binding on the Borrower. The Notice of Borrowing shall specify (i) the

scheduled Closing Date (which shall be on or prior to the Commitment Termination Date), (ii) the aggregate amount of the Loans requested by the Borrower and (iii) the Aircraft expected to secure the Loans. Before 11:00 a.m. (New York City time) on the scheduled Closing Date, each Lender shall make available for the account of its Lending Office to the Administrative Agent's Account, in same day funds, such Lender's Commitment Share for the Loans requested. After the Administrative Agent's receipt of such funds and upon fulfillment or waiver of the applicable conditions set forth in Article VI as determined by the Administrative Agent acting at the direction of the Lenders, the Administrative Agent shall transfer such funds to such bank account as shall have been designated by Borrower to the Administrative Agent prior to the Closing.

(b) If for any reason the Closing is not consummated on the Closing Date scheduled therefor, the Borrower may, by telephone notice to the Administrative Agent given by 5:00 p.m., New York City time (such telephone notice to be promptly confirmed in writing by personal delivery or email) on the scheduled Closing Date, designate a delayed Closing Date for the Closing (which may include successive delayed Closing Dates) not later than the third Business Day following the scheduled Closing Date (the "**Cutoff Date**"), in which case the Administrative Agent shall hold the funds provided by the Lenders until the delayed Closing Date or the Cutoff Date, whichever first occurs. If the Closing fails to occur on or before the applicable Cutoff Date (or any earlier scheduled Closing Date if the Borrower shall have failed to specify a delayed Closing Date on such earlier date pursuant to this Section), the Administrative Agent shall promptly return to the Lenders the amounts funded by them, and the Borrower shall pay to the Lenders upon demand interest from and including the initial scheduled Closing Date to but excluding the date on which such funds are returned by 11:00 a.m. (New York City time) (or, if returned after such time on such date, to but excluding the next Business Day), at a rate per annum equal to the rate that would have been applicable thereto had the Closing occurred on the initial scheduled Closing Date. If funds are returned to the Lenders pursuant to this Section, the Borrower may schedule a new Closing Date by giving a new Notice of Borrowing pursuant to Section 1.2(a). If the Borrower has designated a delayed Closing Date pursuant to this Section and the Closing occurs on such delayed Closing Date, the initial Interest Period for the Loan shall be deemed to have commenced on the date that funds were originally provided by the Lenders to the Administrative Agent to make the Loans. If any Lender shall fail to fund its Commitment Share in respect of the requested Loans, the Borrower shall not be obligated to borrow any portion of the Loans.

(c) The Notice of Borrowing delivered prior to the Closing Date shall specify an initial aggregate amount of the Loans not less than \$54,000,000.00 and no greater than the Maximum Loan Amount (such amount, the "**Initial Loan Amount**").

(d) If the Borrower elects not to draw the Maximum Loan Amount on the Closing Date, the Borrower shall be entitled to draw additional loans in respect of the Aircraft, on a per Aircraft basis, in the amount equal to the difference between (i) the Maximum Loan Amount and (ii) the Initial Loan Amount (such amount being the "**Delayed Draw Loans**"), and such Delayed Draw Loans shall be allocated to the Aircraft pro rata based on the Maximum Aircraft Loan Amount for each Aircraft. In order to draw the Delayed Draw Loans, the Borrower shall deliver a Notice of Delayed Drawdown to the Mortgagee, the Administrative Agent and each Lender not later than 12:00 p.m. (New York City time) four (4) Business Days prior to a date on or prior to December 19, 2025 (such date, the "**Delayed Draw Funding Date**") specifying an aggregate principal amount of the Delayed Draw Loans. The Notice of Delayed Drawdown shall be irrevocable and binding on the Borrower. The Notice of Delayed Drawdown shall specify (i) the scheduled Delayed Draw Funding Date and (ii) the aggregate amount of the Delayed Draw Loans. Before 11:00 a.m. (New York City time) on the scheduled Delayed Draw Funding Date, each Lender shall make available for the account of its Lending Office to the Administrative Agent's Account, in same day funds, such Lender's Commitment Share for the Delayed Draw Loans requested. After the Administrative Agent's receipt of such funds and upon

fulfillment or waiver of the applicable conditions for the Delayed Draw Funding Date set forth in Article VI as determined by the Administrative Agent acting at the direction of the Lenders, the Administrative Agent shall transfer such funds to such bank account as shall have been designated by Borrower to the Administrative Agent prior to the Delayed Draw Funding Date. Upon the funding of the Delayed Draw Loans in accordance with this Section 1.2(d), each Delayed Draw Loan for an Aircraft shall constitute part of the "Loan" in respect of such Aircraft.

**Section 1.3** Payments and Computations.

(a) The Borrower shall make each payment hereunder not later than 12:00 p.m. (New York City time) on the day when due in Dollars to the Administrative Agent's Account in immediately available funds. The Administrative Agent will promptly thereafter but in no event later than 2:00 p.m. (New York City time) on the date such funds are received by the Administrative Agent from the Borrower cause to be distributed like funds to the Lenders for the account of their respective Lending Offices, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of any Transfer Supplement, from and after the effective date specified in such Transfer Supplement, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Lender assignee thereunder.

(b) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, and in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension; provided, however, that, if such extension would cause payment of interest on or principal of the Loans to be made in the next following calendar month, such payment shall be made on the next preceding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for such shortened period.

**Section 1.4** Special Provisions Governing the Loans. Notwithstanding any other provision of this Agreement to the contrary, in the event that on any date the making, maintaining or continuation by any Lender of its Loans has become unlawful as a result of compliance by such Lender in good faith with any change that becomes effective after the Closing Date in any law, treaty, governmental rule, regulation, guideline or order (whether or not having the force of law) (an "**Illegality Event**"), then, and in any such event, such Lender shall be an "Affected Lender" and it shall promptly so notify (by email or by telephone confirmed in writing) the Borrower and the Mortgagee (which notice the Mortgagee shall promptly transmit to each other Lender). Thereafter the Borrower and the Affected Lender shall negotiate in good faith for a period of 30 days in an effort to mitigate such Illegality Event. If, after such mitigation period, such Illegality Event cannot be resolved and if requested by the Affected Lender, the Affected Lender's obligation to maintain its outstanding Loans shall be suspended until the notice given by the Affected Lender in accordance with the previous sentence shall be withdrawn by the Affected Lender and the Borrower shall prepay in full the Affected Loans of such Affected Lender, together with accrued interest thereon at the Affected Lender's cost of funds (which shall be a rate certified in writing by such Affected Lender and that fairly and adequately reflects the cost to the Affected Lender of obtaining the funds necessary to maintain its Affected Loans for the relevant Interest Period plus the Applicable Spread). Nothing in this Section 1.4(a) shall affect the obligation of any Lender other than an Affected Lender to make or maintain its Loan in accordance with the terms of this Agreement.

**Section 1.5** Sharing of Payments, Etc. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Loans owing to it in excess of its proportionate share of payments on account of the Obligations, such Lender shall forthwith purchase from the other Lenders such participation in the applicable Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; *provided, however*, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each

Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's proportionate share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 1.5 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

**Section 1.6** Obligation of Lenders to Mitigate. Each Lender agrees that, as promptly as practicable after such Lender has Actual Knowledge of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments under Section 5.1, 5.2 or 5.3, it will, to the extent not inconsistent with any applicable legal or regulatory restrictions, use reasonable efforts (i) to make, fund or maintain its Loans through another Lending Office of such Lender or (ii) to take such other reasonable measures, if, in the reasonable judgment of such Lender, such designation or assignment (A) would eliminate or reduce amounts payable pursuant to Section 5.1, 5.2 or 5.3 and (B) would not subject such Lender to any unreimbursed cost or expense and would not be materially disadvantageous to such Lender.

**Section 1.7** Required Prepayment. In addition, in the event the Borrower is required under the provisions of Section 5.1, 5.2 or 5.3 to make payments to any Lender, the Borrower shall have the right exercisable upon ten (10) Business Days' prior notice to such Lender through the Mortgagee, to prepay in full the principal amount of the Loans held by such Lender, together with accrued interest thereon to the date of prepayment (but without any Premium), and all other amounts payable to such Lender under this Agreement (including Sections 5.1, 5.2 and 5.3) and the other Transaction Documents.

**Section 1.8** Arrangement Fee. On the Closing Date, the Borrower shall pay to the Initial Lender the Arrangement Fee in accordance with the terms and conditions of the relevant Fee Letter.

## Article II

### INTEREST

**Section 2.1** Rate of Interest. Each Loan shall bear interest on the unpaid principal amount thereof for each Interest Period until the Loan is repaid in full at a rate equal to the Interest Rate.

**Section 2.2** Interest Payments. Interest on the Loans shall be payable in arrears on the last day of each Interest Period, upon any prepayment of the Loans (to the extent accrued on the amount being prepaid) and at maturity (including final maturity).

**Section 2.3** Default Rate. Notwithstanding Section 2.1, the Borrower shall pay the Administrative Agent for account of the Lenders, on demand interest on any principal, interest or other amount not paid hereunder or under any other Transaction Document when due at a rate per annum that is 2.00% in excess of the Interest Rate otherwise payable under this Agreement (the "Default Rate").

**Section 2.4** Computation of Interest. Interest on the Loans (and all other amounts on which it may accrue hereunder or under any other Transaction Document) shall be computed on the basis of a 360-day year of twelve 30-day months.

## Article III

### REPRESENTATIONS AND WARRANTIES

**Section 3.1** Representations and Warranties. The Borrower represents and warrants to each Agent and Lender that:

(a) Organization; Powers. The Borrower was duly incorporated and is validly existing and in good standing under the laws of the State of Minnesota, has all requisite corporate power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not result in a Material Adverse Change, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(b) Authorization; Enforceability. The execution and delivery of the Transaction Documents by the Borrower and the performance by the Borrower of its obligations thereunder are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action of Borrower and do not require any stockholder approval or approval or consent of any trustee or holder of indebtedness or obligations of the Borrower except such as have been duly obtained. This Agreement has been duly executed and delivered by the Borrower and the other Transaction Documents will be duly executed and delivered by the Borrower when required by this Agreement. This Agreement constitutes, and each of the other Transaction Documents when executed and delivered by the Borrower will constitute, a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) No Violation. The execution and delivery by the Borrower of the Transaction Documents and the performance by the Borrower of its obligations thereunder do not and will not (a) violate any provision of the articles of incorporation or the by-laws of the Borrower, (b) violate any law applicable to or binding on the Borrower or (c) violate or constitute any default under obligations under (other than any violation or default that would not materially and adversely affect the ability of the Company to perform its obligations under the Transaction Documents), or result in the creation of any Lien (other than as permitted under the Mortgage) upon the Aircraft under, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, loan or other material agreement, instrument or document to which the Borrower is party or by which the Borrower or any of its properties is bound.

(d) Governmental Approvals. The execution and delivery by the Borrower of the Transaction Documents and the performance by the Borrower of its obligations thereunder do not and will not require the consent or approval of, or the giving of notice to, or the registration with, or the recording or filing of any documents with, or the taking of any other action in respect of, any Governmental Authority, other than the filings, registrations and recordations referred to in Section 3.1(1), filings required under this Agreement, the Mortgage or any other Transaction Document and filings, recordings, notices or other ministerial actions pursuant to any routine recording, contractual or regulatory requirements applicable to it.

(e) No Litigation. There is no litigation, investigation or proceeding pending or, to the best of the Borrower's knowledge, threatened by or before any Governmental Authority or arbitrator that (either individually or in the aggregate) could reasonably be expected to materially and adversely affect the ability of the Borrower to perform its obligations under the Transaction Documents.

(f) Financial Statements. The most recent consolidated annual and quarterly financial statements of the Borrower provided to the Administrative Agent and the Lenders present fairly in all material respects the consolidated financial position of the Borrower as of the dates indicated and results of income, changes in stockholders' equity and cash flows of the Borrower, for the respective periods covered thereby, all in conformity with generally accepted accounting principles applied, except as stated therein, on a consistent basis throughout the entire period involved.

(g) No Special Default or Event of Default. No Special Default or Event of Default has occurred and is continuing.

(h) Regulation.

(i) The Borrower is a Citizen of the United States and a Certificated Air Carrier.

(ii) The Borrower holds all licenses, permits and franchises from the appropriate Governmental Authorities necessary to authorize the Borrower to lawfully engage in air transportation and to carry on scheduled commercial passenger service as currently conducted, where the failure to so hold any such license, permit or franchise would materially and adversely affect the ability of the Borrower to perform its obligations under the Transaction Documents.

(iii) The Borrower is not (A) required to register as an "investment company" as defined in the Investment Company Act of 1940, as amended, or (B) a "covered fund" as defined in the rules promulgated under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(i) Use of Proceeds. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of Regulations U or X of the Board of Governors of the Federal Reserve System.

(j) Cape Town. The Borrower is a Transacting User Entity; is "situated", for the purposes of the Cape Town Treaty, in the United States; and has the power to "dispose" (as such term is used in the Cape Town Treaty) of each Airframe and Engine. The Bill of Sale for each Aircraft in favor of the Borrower that is dated on or after March 1, 2006 constitutes a "contract of sale" (as defined in the Cape Town Treaty) for the related Airframe and Engines referenced therein. Each Oman Lease for each applicable Aircraft constitutes an International Interest in the relevant Airframe and associated Engines. The Mortgage, as supplemented by the Mortgage Supplement in which each Airframe and Engine is listed, constitutes (i) an International Interest in such Airframe and Engines and (ii) an assignment of "associated rights" in respect of the International Interest in such Airframe and Engines created by the relevant Oman Lease. Each Airframe and Engine are "aircraft objects" (as defined in the Cape Town Treaty); and each of the United States and Oman is a "contracting state" (as defined in the Cape Town Treaty) under the Cape Town Treaty.

(k) Registration and Recordation. Except for (a) the taking of any action under local law and FAA rules in respect of the perfection of the Liens created on the relevant Aircraft and/or the relevant Oman Lease (subject to the terms and conditions of this Agreement), (b) the registration of the International Interest of the Mortgagee in the Airframes and Engines with the International Registry and (c) the filing of the Financing Statements (and continuation statements relating thereto at periodic intervals), no further action, including any filing or recording of any document is necessary in order to establish and perfect Mortgagee's security interest in any

Collateral as against the Borrower and any other Person, in each case, in any applicable jurisdiction in the United States or the relevant State of Registration.

(l) Location. The location of the Borrower (as such term is used in Section 9-307 of the UCC) is Minnesota. The full and correct legal name and mailing address of the Borrower on the Closing Date are correctly set forth in the signature page hereto.

(m) No Event of Loss. No Event of Loss has occurred with respect to the Aircraft, and, to the Actual Knowledge of the Borrower, no circumstance, condition, act or event has occurred that, with the giving of notice or lapse of time or both gives rise to or constitutes an Event of Loss with respect to the Aircraft.

(n) Section 1110. Upon consummation of the Closing, the Mortgagee will be entitled to the benefits of Section 1110 (as currently in effect) with respect to the right to take possession of the Aircraft as provided in the Mortgage in the event of a case under Chapter 11 of the Bankruptcy Code in which Borrower is a debtor.

(o) Taxes. The Borrower has filed all material Tax returns required to be filed and paid all material Taxes (whether or not shown to be due thereon) except such as are being contested in good faith by appropriate proceedings and for which adequate reserves have been made to the extent required in accordance with GAAP. All such Tax returns are true, correct and complete in all material respects.

(p) Ownership of Collateral. The Borrower is the sole owner of (and holds good title to) the Collateral, subject only to Permitted Liens.

#### Article IV

#### COVENANTS

**Section 4.1** Covenants of the Borrower. The Borrower shall comply with the following covenants and agreements:

(a) Financial Statements and Other Information. The Borrower will furnish to the Mortgagee and each Lender:

(i) within 180 days after the end of each fiscal year of the Borrower, beginning with the fiscal year ending December 31, 2025, the audited consolidated balance sheet and related statements of income, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, provided that such balance sheet and statements shall be deemed to be distributed upon the date published on the website of the Borrower and readily publicly accessible on such website;

(ii) within 75 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, its consolidated balance sheet and related statements of income and cash flows as of the end of and for such fiscal quarter (in the case of the statement of income) and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, prepared in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes, provided that such balance sheet and statements shall be deemed to be distributed upon the date published on the website of the Borrower and readily publicly accessible on such website;

(iii) concurrently with any delivery of financial statements under clause (i) above, a certificate of an officer of the Borrower certifying as to whether the Borrower has Actual Knowledge that an Event of Default has occurred and is continuing and, if so, specifying the details thereof and any action taken or proposed to be taken with respect thereto;

(iv) within two (2) Business Days of submitting a Prepayment Notice in connection with an LTV Prepayment Event only (an "LTV Prepayment Notice"), the Borrower will provide to the Administrative Agent and the Lenders, the Appraisals (with the Maintenance Adjustments) for the Aircraft reflecting information no older than 30 days preceding the date of delivery of such LTV Prepayment Notice; and

(v) within twenty (20) days after the end of every calendar year, the Borrower shall provide to Administrative Agent a Technical Status Report on each Aircraft and Engine.

(b) Existence; Conduct of Business. The Borrower shall (a) do or cause to be done all things necessary to preserve and maintain its legal existence and (b) at all times remain a Certificated Air Carrier.

(c) Mergers and Consolidations.

(i) The Borrower shall not consolidate with or merge into any other Person or convey, transfer or lease in one or more transactions all or substantially all of its assets to any other Person without the prior written consent of all of the Lenders (not to be unreasonably withheld), unless (x)(a) such Person (or subsidiary of such Person) is a Certificated Air Carrier and, after giving effect to such transaction, the Borrower is a Certificated Air Carrier and (b) immediately after giving effect to such transaction, no Event of Default shall have occurred and be continuing or (y)(A) such consolidation, merger, conveyance, transfer or lease shall not adversely affect the right, title and interest of the Borrower in and to the Aircraft or the Liens of the Mortgagee, in each case in the opinion of the Mortgagee and (B) immediately after giving effect to such transaction, no Event of Default shall have occurred and be continuing.

(ii) Upon any such consolidation or merger of the Borrower with or into, or the conveyance, transfer or lease by the Borrower of all or substantially all of its assets to, any Person in accordance with this Section 4.1(c), such Person will succeed to, and be substituted for, and may exercise every right and power of, the Borrower under the Transaction Documents with the same effect as if such Person had been named as "the Borrower" therein. In the event of any such conveyance, transfer or lease, the Borrower or any successor Person that shall have become such in the manner prescribed in this Section 4.1(c) shall be released and discharged from its liability in respect of the Mortgage and the other Transaction Documents.

(d) Delivery of Post-Registration FAA Opinion. Promptly upon the registration of an Aircraft with the FAA and the recording of the Mortgage and the Mortgage Supplement covering such Aircraft pursuant to the Act, the Borrower will cause McAfee & Taft, special FAA counsel, to deliver to the Agents, each Lender and the Borrower a favorable opinion addressed to each of them as to such registration and recordation and the lack of filing of any intervening documents creating a Lien (other than a Permitted Lien) with respect to the Aircraft.

(e) Compliance with Laws. The Borrower will comply in all material respects with the requirements of all applicable laws, rules, regulations and orders of Governmental Authorities, except where the necessity of compliance therewith is being contested in good faith

by appropriate proceedings and for which adequate reserves have been made if required in accordance with GAAP or the failure of compliance would not materially and adversely affect the ability of the Borrower to perform its obligations under the Transaction Documents. The Borrower will file all material Tax returns required to be filed and will pay all material Taxes (whether or not shown to be due thereon) except such as are being contested in good faith by appropriate proceedings and for which adequate reserves have been made to the extent required in accordance with GAAP.

(f) Negative Pledge. The Borrower will not create, assume or suffer to exist any Lien on any Collateral, whether now owned or hereafter acquired by it, except Permitted Liens.

(g) Dispositions. The Borrower shall not:

(i) effect any Disposition unless no Event of Default shall have occurred and be continuing at the time of, or would immediately result from, such Disposition; or

(ii) sell, transfer, exchange or otherwise dispose of any other Collateral except as otherwise permitted by the Transaction Documents.

(h) KYC. The Borrower shall provide from time to time such documents as the Mortgagee, the Administrative Agent or any Lender may reasonably request, in order to satisfy the “know your customer” rules, guidelines, practices or policies observed by the Mortgagee, the Administrative Agent or such Lender.

(i) Oman Leases.

(i) The Borrower agrees it shall not enter into any written amendment or modification of any Oman Lease or grant any written consent, approval or waiver under any Oman Lease in each case which relates to a Significant Lease Provision (as defined below) without the Administrative Agent’s prior written consent (acting at the instruction of the Initial Lender or any Affiliate thereof that is a Lender hereunder); provided, further, that the prior written consent of the Administrative Agent is not required if the Initial Lender or an Affiliate that is a Lender is no longer a Lender pursuant to this Agreement.

For the purposes of this Section 4.1(i), “Significant Lease Provisions” shall mean the provisions of an Oman Lease relating to any of the following matters: (1) any supplemental rent, maintenance reserves, return compensation or event of loss proceeds, as applicable, payable under such Oman Lease, (2) the subleasing, wet leasing and registration provisions under such Oman Lease, (3) the maintenance, insurance or risk of loss provisions under such Oman Lease, (4) the airworthiness directive cost sharing provisions and return conditions under such Oman Lease, (5) the permitted lien provisions under such Oman Lease, (6) the general and tax indemnities under such Oman Lease, (7) the events of default and remedies under such Oman Lease, (8) the assignment provisions under such Oman Lease, (9) the governing law, jurisdiction and dispute resolution provisions under such Oman Lease, and (10) the sanctions provisions in such Oman Lease.

(ii) The Borrower may extend the term of any Oman Lease without the prior written consent of the Administrative Agent.

(iii) Unless otherwise agreed to by the Mortgagee, Borrower shall procure that any sublease will be subject and subordinate to the relevant Oman Lease and the Mortgagee shall be a direct beneficiary of any subordination agreement entered into by the Borrower in respect of such sublease.

(j) Letters of Credit. To the extent the Oman Lessee provides the Borrower with a letter of credit under any Oman Lease in substitution for any security deposit, return compensation or maintenance reserves required to be paid thereunder (each, a “**Letter of Credit**”), such Letter of Credit shall be in favor of the Mortgagee, as beneficiary. The Mortgagee shall hold the original of any Letter of Credit and, so long as no Event of Default has occurred and is continuing, the Mortgagee shall act at the direction of the Borrower with respect to the decision whether to present such Letter of Credit (when permitted in accordance with its terms and with the terms of such Oman Lease); provided that, if such Letter of Credit is expiring and no replacement of such Letter of Credit has been provided to the Borrower on or prior to the expiration date of such Letter of Credit, such Letter of Credit may be presented by the Mortgagee with the consent of the Borrower. Following the occurrence of an Event of Default and for so long as such Event of Default is continuing, the Mortgagee may present such Letter of Credit when permitted in accordance with its terms and the terms of such Oman Lease without the consent of the Borrower. All proceeds of any drawing on a Letter of Credit shall be deposited in the Administrative Agent’s Account.

## Article V

### CERTAIN INCREASED COSTS

**Section 5.1** Increased Costs. The Borrower shall pay to the account of each Affected Lender from time to time such amounts as may be necessary to compensate such Lender on a net After-tax Basis for any increased costs incurred by such Lender which are attributable to its making or maintaining the Loans hereunder, or any reduction in any amount receivable by such Lender under this Agreement in respect of its Loans or such obligation (such increases in costs and reductions in amounts receivable being herein called “**Additional Costs**”), resulting from any change after the date of this Agreement in U.S. federal, state, municipal, or foreign or supranational laws or regulations (including Regulation D of the Board of Governors of the Federal Reserve System), or the adoption or making after the date of this Agreement of any interpretations, directives, or requirements applying to a class of banks including such Lender under any U.S. federal, state, municipal, or any foreign laws or regulations (whether or not having the force of law) by any court, central bank or monetary authority charged with the interpretation or administration thereof (a “**Regulatory Change**”), which: (1) results in any Tax on any amounts payable to such Lender under this Agreement in respect of the Loans (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes); or (2) imposes or modifies any reserve, special deposit, compulsory loan or similar requirements relating to any extensions of credit or other assets of, or any deposits with other liabilities of, such Lender (including the Loans).

Each Lender will notify the Borrower of any event occurring after the date of this Agreement that will entitle such Lender to compensation pursuant to this Section 5.1 as promptly as practicable, but in any event within 90 days, after such Lender obtains Actual Knowledge thereof; *provided, however*, that if any Lender fails to give such notice within 90 days after it obtains Actual Knowledge of such an event, such Lender shall, with respect to compensation payable pursuant to this Section 5.1 in respect of any costs resulting from such event, be entitled to payment under this Section 5.1 only for costs incurred from and after the date 90 days prior to the date that such Lender does give such notice. Such notice shall describe in reasonable detail

the calculation of the amounts owed under this Section 5.1. Determinations by a Lender for purposes of this Section 5.1 of the effect of any Regulatory Change on its costs of making or maintaining the Loans or on amounts receivable by it in respect of the Loans, and of the additional amounts required to compensate such Lender in respect of any Additional Costs, shall be conclusive evidence of the amount owed under this Section 5.1, absent manifest error.

Notwithstanding the foregoing provisions, the Borrower shall not be required to make payments under this Section 5.1:

- (a) if a claim hereunder in respect of an increased cost arises through circumstances peculiar to the Affected Lender and that do not affect similarly organized commercial banking institutions in the same jurisdiction generally that are in compliance with the law, rule, regulation or interpretation giving rise to the Regulatory Change relating to such increased cost;
- (b) if the Affected Lender shall fail to comply with its obligations under this Section 5.1;
- (c) if the claim arises out of circumstances measured at the time of a voluntary relocation by such Lender of its lending office;
- (d) if the claim is in respect of or attributable to Taxes (the indemnifications for which are set out solely in Section 5.3);
- (e) if any amounts claimed thereunder are imposed by reason of the willful misconduct, fraud or gross negligence of such Lender or its Affiliates; or
- (f) if the Affected Lender does not certify that it is also exercising rights similar to those set forth in this Section 5.1 in at least one other similar financing transaction with a similarly situated borrower where such Lender is entitled to then exercise such similar rights.

**Section 5.2** Capital Adequacy. If (1) the adoption, after the date of this Agreement, of any applicable governmental law, rule or regulation regarding capital adequacy, (2) any change, after the date of this Agreement, in the interpretation or administration of any such law, rule or regulation by any central bank or other Governmental Authority charged with the interpretation or administration thereof or (3) compliance by a Lender or any corporation or bank controlling a Lender with any applicable guideline or request of general applicability, issued after the date of this Agreement, by any central bank or other Governmental Authority (whether or not having the force of law) that constitutes a change of the nature described in clause (2), has the effect of (x) requiring an increase in the amount of capital required to be maintained by a Lender or any corporation or bank controlling a Lender or (y) reducing the rate of return on assets or capital of such Lender (or such corporation or bank) and such adoption, change or compliance, as the case may be, relates to a category of claims or assets that includes such Lender's Loans, the Borrower shall pay to such Lender from time to time such additional amount or amounts as are necessary to compensate such Lender for such portion of such increase or reduction as shall be reasonably allocable to such Lender's Loans or obligations to the Borrower hereunder; *provided*, that no such amounts shall be payable by the Borrower to any Lender pursuant to this Section 5.2 unless such Lender certifies to the Borrower that such Lender is assessing to its other borrowers (of loans similar (including, if applicable, based on the similarity of the credit risk) to the Loans) comparable allocable costs.

Each Lender will notify the Borrower of any event occurring after the date of this Agreement that will entitle such Lender to compensation pursuant to this Section 5.2 as promptly as practicable, but in any event within 90 days, after such Lender obtains Actual Knowledge thereof; *provided, however*; that if any Lender fails to give such notice within 90 days after it obtains Actual Knowledge of such an event, such Lender shall, with respect to compensation payable pursuant to this Section 5.2 in respect of any costs resulting from such event, be entitled to payment under this Section 5.2 only for costs incurred from and after the date 90 days prior to the date that such Lender does give such notice. Such notice shall describe in reasonable detail the calculation of the amounts owed under this Section 5.2. Determinations by a Lender for purposes of this Section 5.2 of the effect of any increase in the amount of capital required to be maintained by the bank and of the amount allocable to such Lender's obligations to the Borrower hereunder shall be conclusive evidence of the amounts owed under this Section 5.2, absent manifest error.

**Section 5.3** Withholding of Taxes.

(a) Payments to Be Free and Clear. All sums payable by the Borrower under this Agreement and the other Transaction Documents to each Lender and the Agents shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax imposed, levied, collected, withheld or assessed by or within any jurisdiction or by or within any political subdivision or taxing authority thereof or therein with respect to such payments.

(b) Grossing-up of Payments. If the Borrower or any other Person is required by law to make any deduction or withholding on account of any Tax from any sum paid or payable by the Borrower to an Agent or any Lender under any of the Transaction Documents:

(i) the Borrower shall notify the Mortgagee in writing of any such requirement or any change in any such requirement as soon as the Borrower becomes aware of it;

(ii) the Borrower shall pay any such Tax before the date on which any interest, addition to Tax or penalties attach thereto, such payment to be made (if the liability to pay is imposed on the Borrower) for its own account or (if that liability is imposed on an Agent or such Lender, as the case may be) on behalf of and in the name of the applicable Agent or such Lender;

(iii) in the case of Taxes that are Indemnified Taxes, the sum payable by the Borrower in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment (taking into account any payment pursuant to this clause (b)), the applicable Agent or such Lender, as the case may be, receives on the due date a net sum equal to what it would have received had no such deduction, withholding or payment been required or made; and

(iv) within 30 days after paying any sum from which it is required by law to make any deduction or withholding, and within 30 days after the due date of payment of any Tax which it is required by this clause (b) to pay, the Borrower shall deliver to the Mortgagee evidence satisfactory to the affected parties of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority.

The Borrower shall indemnify each Lender and the Agents, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this clause (b)) payable or paid by any Lender or Agent or required to be withheld or deducted from a payment to any Lender or Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agents), or by the Agents on their own behalf or on behalf of a Lender, shall be conclusive absent manifest error

(c) Evidence of Exemption from U.S. Withholding Tax.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Mortgagee for transmission to the Borrower, at the time or times reasonably requested by the Borrower or the Mortgagee, such properly completed and executed documentation reasonably requested by the Borrower or the Mortgagee as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Mortgagee, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Mortgagee as will enable the Borrower or the Mortgagee to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in paragraphs (c) (ii), (c)(iii) and (c)(iv) of this Section 5.3) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Each Lender that is organized under the laws of any jurisdiction other than the United States or any state or other political subdivision thereof (for purposes of this Section 5.3(c), a "**Non-US Lender**") shall deliver to the Mortgagee for transmission to the Borrower, on or prior to the date of this Agreement (in the case of each Lender listed on the signature pages hereof) or on or prior to the date on which it becomes a Lender (in the case of each other Lender), (x) two copies of Internal Revenue Service Form W-8BEN, W-8BEN-E or W-8ECI (or any successor forms), properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required under the Internal Revenue Code or the regulations issued thereunder, (y) the appropriate Certificate re Non-Bank Status together with two original copies of Internal Revenue Service Form W-8BEN or W-8BEN-E (or any successor form), properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required under the Code or the regulations issued thereunder, or (z) to the extent a Non-US Lender is not the beneficial owner, executed copies of Internal Revenue Service Form W-8IMY, accompanied by Internal Revenue Service Form W-8ECI, Internal Revenue Service Form W-8BEN, Internal Revenue Service Form W-8BEN-E, a Certificate re: Non-Bank Status, Internal Revenue Service Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Non-US Lender is a partnership and one or more direct or indirect partners of such Non-US Lender are claiming the portfolio interest exemption, such Non-US Lender may provide the appropriate Certificate re: Non-Bank Status on behalf of each such direct and indirect partner. Each Lender that is a "United States person" as defined in Section 7701(a)(30) of the Code shall deliver to the Mortgagee for transmission to the Borrower, on or prior to the date of this Agreement (in the case of a

Lender listed on the signature pages hereof) or on or prior to the date on which it becomes a Lender (in the case of each other Lender), two copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from United States federal backup withholding tax if it is required to provide such form under the Code or Treasury regulations.

(iii) Each Lender required to deliver any forms, certificates or other evidence with respect to United States federal income tax withholding matters pursuant to Section 5.3(c)(i) hereby agrees, from time to time after the initial delivery by such Lender of such forms, certificates or other evidence, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence obsolete or inaccurate in any material respect, that such Lender shall promptly (x) deliver to the Mortgagee for transmission to the Borrower two new copies of Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-9 (or any successor forms), and the appropriate Certificate re: Non-Bank Status, if applicable, properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required in order to confirm or establish that such Lender is not subject to (or is subject to a reduced) deduction or withholding of United States federal income tax with respect to payments to such Lender under the Transaction Documents or (y) notify the Mortgagee and the Borrower of its inability to deliver any such forms, certificates or other evidence in which case such Lender shall not be required to deliver any such form or certificate pursuant to this Section 5.3(c).

(iv) If a payment made to a Lender under this Agreement would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower in writing such documentation prescribed by law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower in writing as may be necessary for the Borrower to comply with its obligations under FATCA and to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(d) Treatment of Certain Refunds. If the Borrower pays any additional amount under Section 5.3(b) to a Lender and such Lender determines in its good faith reasonable discretion that it has actually realized in connection therewith any refund of the Indemnified Taxes, *provided* no Event of Default or Special Default shall have occurred and be continuing, such Lender shall pay to the Borrower an amount that the Lender shall, in its good faith reasonable discretion, determine is equal to the net benefit, after tax, which was obtained by the Lender in such year as a consequence of such refund (including any interest paid by the relevant Governmental Authority with respect to such refund) in connection with the payment of such additional amount. Nothing contained in this Section 5.3(d) shall require any Lender to provide to the Borrower or its agents copies of any tax returns or other information with respect to the income, assets or operations attesting to Lender's determination.

**Section 5.4** Stamp Taxes. In addition, the Borrower agrees to pay any present or future stamp or documentary Taxes or any other intangible, recording, filing, license, excise or property Taxes which arise from any payment made hereunder or under any other Transaction Document or from the execution, delivery or registration of or otherwise with respect to this Agreement or any other Transaction Document except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

**Section 5.5** General Indemnity. (a) Indemnity. The Borrower shall indemnify, protect, defend and hold harmless each Indemnatee from, against and in respect of, and shall pay on an After-tax Basis, any and all Expenses of any kind or nature whatsoever that may be imposed on, incurred by or asserted against any Indemnatee, relating to, resulting from, or arising out of or in connection with, any one or more of the following:

(i) the Transaction Documents, the transactions contemplated thereby, the Loans made thereunder and the use or proposed use of the proceeds therefrom, and the enforcement of any of the terms thereof;

(ii) the Aircraft, the Airframe, any Engine or any Part, including, without limitation, with respect thereto, (i) the manufacture, design, purchase, acceptance, non-acceptance or rejection, ownership, registration, re-registration, deregistration, delivery, non-delivery, lease, sublease, possession, use or non-use, operation, maintenance, testing, repair, overhaul, condition, alteration, modification, storage, airworthiness, replacement, repair, sale, substitution, return, abandonment, redelivery, registration, re-registration, or other disposition of the Aircraft, any Engine or any Part, (ii) any claim or penalty arising out of violations of applicable laws by the Borrower (or any Oman Lessee), (iii) tort liability, whether or not arising out of the negligence of any Indemnatee (whether active, passive or imputed), (iv) death or property damage of passengers, shippers or others, (v) environmental control, noise or pollution and (vi) any Liens in respect of the Aircraft, any Engine or any Part;

(iii) any breach of or failure to perform or observe, or any other noncompliance with, any covenant or agreement or other obligation to be performed by Borrower under any Transaction Document, or the falsity of any representation or warranty of Borrower in any Transaction Document;

(iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based in contract, tort or any other theory, whether brought by a third party or the Borrower and regardless of whether any Indemnatee is a party thereto; and

(v) any claim, losses or damages relating to the existing financing of the Aircraft.

(b) Exceptions. Notwithstanding anything contained in Section 5.5(a), Borrower shall not be required to indemnify, protect, defend and hold harmless any Indemnatee pursuant to Section 5.5(a) in respect of any Expense of such Indemnatee:

(i) for any claims for Taxes or a loss of Tax benefit, (which are the subject of Section 5.3, Section 5.1 and Section 5.4 hereof);

(ii) to the extent attributable to the failure by any Indemnatee to perform or observe any agreement, covenant or condition on its part to be performed or observed in any Transaction Document or any agreement relating hereto or thereto (which incorrectness or breach, in the case of an Agent, is determined by a court of competent jurisdiction by a final and non-appealable judgment to rise to the level of gross negligence or willful misconduct);

(iii) to the extent attributable to the incorrectness or breach of any representation or warranty of any Indemnatee contained in or made pursuant to any Transaction Document or any agreement relating hereto or thereto (which incorrectness or breach, in the case of an Agent, is determined by a court of competent jurisdiction by a

final and non-appealable judgment to rise to the level of gross negligence or willful misconduct);

(iv) to the extent attributable to any disposition, assignment or other transfer of any interest in the Loans unless at the direction of the Borrower;

(v) to the extent attributable to the fraud, gross negligence or willful misconduct (in each case as determined by a court of competent jurisdiction pursuant to a non-appealable final order or verdict) of any Indemnitee;

(vi) to the extent arisen from a breach of any obligation of such Indemnitee to lend to the Borrower pursuant to the Agreement;

(vii) to the extent attributable to the offer or sale by any Indemnitee of any interest in the Aircraft or the Loans in violation of applicable federal, state or foreign securities laws (other than any violation thereof caused by the acts or omissions of Borrower);

(viii) to the extent attributable to the failure of an Agent to distribute funds received and distributable by it in accordance with the Transaction Documents (so long as such failure rises to the level of gross negligence or willful misconduct);

(ix) to the extent attributable to any amount which any Indemnitee expressly agrees in writing to pay or such Indemnitee expressly agrees in writing shall not be paid by or be reimbursed by Borrower;

(x) to the extent that it is an ordinary and usual internal operating or overhead expense (other than such expenses caused directly by the occurrence of an Event of Default);

(xi) if another provision of a Transaction Document specifies the extent of Borrower's responsibility or obligation with respect to such Expense, to the extent of such Expense (in which case such other provision shall govern); and

(xii) to the extent incurred by or asserted against an Indemnitee as a result of any "prohibited transaction", within the meaning of Section 406 of ERISA or Section 4975(c)(1) of the Code.

(c) Separate Agreement. This Section 5.5 constitutes a separate agreement with respect to each Indemnitee and is enforceable directly by each such Indemnitee.

(d) Notice. If a claim for any Expense that an Indemnitee shall be indemnified against under this Section 5.5 is made, such Indemnitee shall give prompt written notice thereof to the Borrower. Notwithstanding the foregoing, the failure of any Indemnitee to notify the Borrower as provided in this Section 5.5 shall not release the Borrower from any of its obligations to indemnify such Indemnitee hereunder, except to the extent that such failure results in an additional Expense to Borrower (in which event the Borrower shall not be responsible for such additional Expense) or materially impairs the Borrower's ability to contest such claim.

(e) Notice of Proceedings; Defense of Claims; Limitations.

(i) In case any action, suit or proceeding shall be brought against any Indemnitee for which the Borrower is responsible under this Section 5.5, such Indemnitee shall notify the Borrower of the commencement thereof and Borrower may, at its

expense, participate in and to the extent that it shall wish, subject to paragraph (ii) below, assume and control the defense thereof and settle or compromise the same.

(ii) The Borrower or its insurer(s) shall have the right, at its or their expense, to investigate and, if the Borrower or its insurer(s) shall agree in writing not to dispute liability to the Indemnitee giving notice of such action, suit or proceeding under this Section 5.5 for indemnification hereunder or under any insurance policies pursuant to which coverage is sought, control the defense of, any action, suit or proceeding, relating to any Expense for which indemnification is sought pursuant to this Section 5.5, and each Indemnitee shall cooperate with the Borrower or its insurer(s) with respect thereto; provided, that the Borrower shall not be entitled to control the defense of any such action, suit, proceeding or compromise any such Expense (x) during the continuance of any Special Default or Event of Default, (y) if such proceedings would entail a material risk of the sale, forfeiture or loss of the Aircraft or (z) if such proceedings would likely involve the imposition of criminal liability or any material civil liability on such Indemnitee. In connection with any such action, suit or proceeding being controlled by the Borrower or its insurers, such Indemnitee shall have the right to participate therein, at its sole cost and expense, with counsel reasonably satisfactory to the Borrower; provided, that such Indemnitee's participation does not, in the reasonable opinion of the independent counsel appointed by the Borrower or its insurers to conduct such proceedings, interfere with the defense of such case.

(iii) In no event shall any Indemnitee enter into a settlement or other compromise with respect to any Expense without the prior written consent of the Borrower, unless such Indemnitee waives its right to be indemnified with respect to such Expense under this Section 5.5. Notwithstanding the foregoing, however, an Indemnitee may settle or compromise any Expense without the consent of the Borrower even if such consent is required pursuant to the provisions of this paragraph (iii) if (x) such Indemnitee waives its rights to be indemnified with respect to such Expenses under this Section 5.5 or (y) an Event of Default or Special Default has occurred and is continuing (except during the Section 1110 Period), if, in the case of this clause (y) the Borrower within 45 days of the Mortgagee's request, shall have obtained a final, non-appealable order from the court presiding over the case in which the Borrower is debtor, authorizing current payment of the indemnification claim as an expense of administration, or (z) such Expense involves the imposition of criminal liability on such Indemnitee unless, in the opinion of independent counsel reasonably acceptable to the Borrower and engaged by such Indemnitee, the defense that the Borrower proposes to pursue is reasonably likely to succeed and the Borrower or its insurer diligently pursues such defense.

(iv) In the case of any Expense indemnified by the Borrower hereunder which is covered by a policy of insurance maintained by the Borrower pursuant to the Mortgage, at the Borrower's expense, each Indemnitee agrees to cooperate, as far as reasonably practicable and at the Borrower's expense, with the insurers in the exercise of their rights to investigate, defend or compromise such Expense as may be required to retain the benefits of such insurance with respect to such Expense.

(v) If an Indemnitee is not a party to this Agreement, the Borrower may require such Indemnitee to agree in writing to the terms of this Section 5.5 prior to making any payment to such Indemnitee under this Section 5.5.

(vi) Nothing contained in this Section 5.5 shall be deemed to require an Indemnitee to contest any Expense or to assume responsibility for or control of any judicial proceeding with respect thereto.

(vii) Notwithstanding anything to the contrary contained herein, the Borrower shall not under any circumstances be liable for the fees and expenses of more than one counsel for all Indemnitees with respect to any one claim unless a conflict of interest shall exist among such Indemnitees.

(f) Information. The Borrower will provide the relevant Indemnitee with such information not within the control of such Indemnitee, as is in the Borrower's control or is reasonably available to Borrower, which such Indemnitee may reasonably request and will otherwise cooperate with such Indemnitee so as to enable such Indemnitee to fulfill its obligations under Section 5.5. The Indemnitee shall supply the Borrower with such information not within the control of the Borrower, as is in such Indemnitee's control or is reasonably available to such Indemnitee, which Borrower may reasonably request to control or participate in any proceeding to the extent permitted by Section 5.5.

(g) Effect of Other Indemnities; Subrogation; Further Assurances. Upon the payment in full by the Borrower of any indemnity provided for under this Agreement, the Borrower, without any further action and to the full extent permitted by law, will be subrogated to all rights and remedies of the person indemnified (other than with respect to any of such Indemnitee's insurance policies) in respect of the matter as to which such indemnity was paid. Each Indemnitee will give such further assurances or agreements and cooperate with the Borrower to permit the Borrower to pursue such claims, if any, to the extent reasonably requested by the Borrower and at the Borrower's expense.

(h) Refunds. If an Indemnitee receives any refund, in whole or in part, with respect to any Expense paid by the Borrower hereunder, such Indemnitee will promptly pay the amount refunded (but not an amount in excess of the amount the Borrower or any of its insurers has paid in respect of such Expense) over to the Borrower unless an Event of Default or Special Default (except during the Section 1110 Period) shall have occurred and be continuing, in which case such amounts shall be paid over to the Mortgagee to hold as security for the Borrower's obligations under the Transaction Documents or, if requested by the Borrower, applied to satisfy such obligations.

## Article VI

### CONDITIONS PRECEDENT

**Section 6.1** Conditions to the Closing Date. The obligation of each Lender to advance its relevant Commitment Share for each Aircraft on the Closing Date is subject to the fulfillment, prior to or on the Closing Date, of the following conditions precedent:

- (a) The Mortgagee shall have received the following documents (with a copy for the Administrative Agent and each Lender):
- (i) an executed counterpart of this Agreement;
  - (ii) an executed counterpart of the Mortgage;
  - (iii) the Mortgage Supplement with respect to each Aircraft;
  - (iv) the Fee Letter, duly executed and delivered by the Borrower and each of the other parties thereto;
  - (v) the Notice of Borrowing within the time period required hereunder or such shorter period agreed to by the Administrative Agent;

(vi) the insurance certificate (and any related letter of undertaking) with respect to each Aircraft required by Section E of Annex B of the Mortgage and, in respect of each Oman Aircraft, in form and substance consistent with the requirements of the relevant Oman Lease and the relevant Lessee Consent;

(vii) with respect to each Aircraft, the Consent and Agreement and the Engine Consent and Agreement;

(viii) the back-to-birth Bills of Sale with respect to each Aircraft;

(ix) corporate documents in the following forms:

(A) a certificate of the Borrower, certified as of the Closing Date, confirming that the Borrower has taken all corporate action necessary to authorize the execution and delivery of the Transaction Documents to which it is party required to be executed and delivered on or prior to the Closing Date in accordance with the provisions hereof and thereof, and an incumbency certificate of the Borrower as to the person or persons authorized to execute and deliver the Transaction Documents on behalf of the Borrower;

(B) a copy of the articles of incorporation and by-laws of the Borrower and resolutions of the board of directors of the Borrower and/or the executive committee thereof, certified as of the Closing Date, by the Secretary or an Assistant Secretary of the Borrower, duly authorizing the execution, delivery and performance by the Borrower of the Transaction Documents to which it is party required to be executed and delivered by the Borrower on or prior to the Closing Date in accordance with the provisions hereof and thereof; and

(C) a certificate of an Officer, the Secretary or an Assistant Secretary of UMB Bank, National Association, dated the Closing Date and certifying (w) that attached thereto is a true and complete copy of the organizational/constitutional documents of such Person, (x) that such organizational/ constitutional documents of such Person have not been amended since the date of the certification thereto furnished pursuant to clause (A) above, (y) as to the incumbency and specimen signature of each authorized signatory of Person executing the Transaction Documents to which such Person is intended to be a party and each other document to be delivered by such Person from time to time in connection therewith; and (z) evidence authorizing the execution, delivery and performance of the Transaction Documents by such Person on or about the date of this Agreement.

(x) a certificate, dated the Closing Date from an officer of the Borrower, stating that (A) all representations and warranties of the Borrower set forth in the Transaction Documents are true and correct in all material respects as though made on such date, except to the extent such representations and warranties speak as of an earlier time (in which case such representations and warranties are true as of such earlier time) or do not apply according to their own terms and (B) on the Closing Date, no Event of Default has occurred and is continuing and, to the knowledge of the Borrower, no Lease Event of Default in respect of such Aircraft has occurred and is continuing, and in each case would not result from each Lender advancing its Commitment Share;

(xi) the Financing Statements;

Date of: (xii) the following opinions addressed to the Administrative Agent and the Lenders, dated the Closing

(A) Milbank LLP, special New York counsel to the Borrower;

(B) an opinion of McAfee & Taft, FAA counsel;

(C) the in-house counsel of the Borrower;

(D) Al Busaidy Mansoor Jamal & Co., special Oman counsel in respect of the Oman Aircraft and Oman Leases.

(xiii) the Lessee Consent for each Oman Aircraft, duly executed and delivered by the Borrower, the Oman Lessee and the Mortgagee.

(xiv) a copy of a current, valid standard certificate of airworthiness for each Aircraft duly issued by the relevant Aviation Authority;

(xv) for an Oman Aircraft, the relevant Oman Lease and each other Lease Document for such Oman Aircraft (including each condition precedent delivered under such Oman Lease);

(xvi) each Deregistration Document (including, for the avoidance of doubt, in respect of each Oman Lease, an irrevocable deregistration and export request authorization in favor of the Mortgagee) for such Aircraft, duly executed by the relevant Oman Lessee or the Borrower, as the case may be; and

(xvii) the interests of the Borrower (as owner) and the Mortgagee (as mortgagee) in relation to each Aircraft pursuant to the Mortgage, duly recorded on the in the relevant State of Registration pursuant to a Local Mortgage Filing.

(b) On the Closing Date, after giving effect to the Local Mortgage Filing for each Aircraft the filing of the Financing Statements and the registration of the International Interest (or Prospective International Interest) of the Mortgagee in the Airframe and each Engine with the International Registry, the Mortgagee under the Mortgage shall have received a duly perfected first priority security interest in all of the Borrower's right, title and interest in the Aircraft, subject only to Permitted Liens.

(c) No change shall have occurred after the date of this Agreement in any applicable law that makes it a violation of law for (i) the Borrower, either Agent or any Lender to execute, deliver and perform the Transaction Documents to which any of them is a party or (ii) any Lender to make its Loans.

(d) On the Closing Date, no event shall have occurred and be continuing, or would result from the mortgage of the Aircraft, which constitutes an Event of Default or Default.

(e) On the Closing Date, no Material Adverse Change shall have occurred and be continuing since August 26, 2025.

(f) No Event of Loss with respect to the Aircraft shall have occurred and no circumstance, condition, act or event that, with the giving of notice or lapse of time or both, would give rise to or constitute an Event of Loss with respect to the Aircraft shall have occurred.

(g) With respect to an Oman Aircraft, no Lease Event of Default under the relevant Oman Lease shall have occurred and be continuing.

(h) The Borrower shall have good title to the Aircraft, free and clear of all Liens, except Permitted Liens.

(i) Upon consummation of the Closing, the Mortgagee shall be entitled to the benefits of Section 1110 (as currently in effect) with respect to the right to take possession of such Aircraft as provided in the Mortgage in the event of a case under Chapter 11 of the United States Bankruptcy Code in which the Borrower is a debtor.

(j) No action or proceeding shall have been instituted, nor shall any action be threatened in writing, before any Governmental Authority, nor shall any order, judgment or decree have been issued or proposed to be issued by any Governmental Authority, to set aside, restrain, enjoin or prevent the completion and consummation of this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby.

(k) The representations and warranties in Article III shall be true and correct in all material respects on and as of the Closing Date (except to the extent such representations and warranties relate solely to an earlier date, in which case they shall be true and correct as of such earlier date).

(l) The Borrower shall have paid the fees due and payable under the Transaction Documents, including the amounts due under the Fee Letter, if any, to the Lender and the Administrative Agent.

(m) The Borrower shall have provided a copy of the most recent financial statements of the Borrower and of the relevant Oman Lessee (if available after using commercially reasonable efforts) (audited to the extent available or unaudited if audited is not available).

(n) On the Closing Date, the Mortgagee shall have received evidence that any existing financing of the Aircraft has been terminated and all related security filings have been released and/or discharged in all applicable jurisdictions.

(o) The Administrative Agent shall have received such other information and copies of documents, approvals (if any), certificates, instruments and records (certified where appropriate) of corporate and legal proceedings or in respect of the Borrower or the relevant Oman Lessee or in respect of such Aircraft as the Administrative Agent may reasonably request not less than three Business Days prior to the Closing Date relating to the entering into and the performance of the Transaction Documents and such other documents and evidence with respect to the Borrower as may be reasonably requested in order to establish the valid existence and good standing of each thereof, the proper taking of all appropriate corporate or other organizational proceedings or other actions in connection with the transactions contemplated hereby and the compliance with the conditions set forth herein.

**Section 6.2** Conditions to the Delayed Draw Funding Date. The obligation of each Lender to advance its Delayed Draw Loans is subject to the fulfillment, prior to or on the Delayed Draw Funding Date, of the following conditions precedent:

(a) The Mortgagee shall have received the following documents (with a copy for the Administrative Agent and each Lender):

(i) the Notice of Delayed Drawdown within the time period required hereunder or such shorter period agreed to by the Administrative Agent;

(ii) a “bring-down” certificate of the Director, the Secretary, an Assistant Secretary or other officer of the Borrower, dated the Delayed Draw Funding Date and certifying that the constitutional documents and the incumbency and specimen signature of each officer of the Borrower, certified as true and complete on the Delayed Draw Funding Date are true and correct on such Delayed Draw Funding Date or the extent that any such documents have been amended since the Delayed Draw Funding Date, certifying a copy of such amendment as true and complete on such Delayed Draw Funding Date.

(iii) a certificate, dated such Delayed Draw Funding Date from an officer of the Borrower, stating that (A) all representations and warranties of the Borrower set forth in the Transaction Documents are true and correct in all material respects as though made on such date, except to the extent such representations and warranties speak as of an earlier time (in which case such representations and warranties are true as of such earlier time) or do not apply according to their own terms and (B) on such Delayed Draw Funding Date, no Default or Event of Default has occurred and is continuing and, to the knowledge of the Borrower, no Lease Event of Default in respect of such Aircraft has occurred and is continuing, and in each case would not result from such Borrowing.

(b) On the Delayed Draw Funding Date, no Material Adverse Change shall have occurred and be continuing since August 26, 2025.

(c) On the Delayed Draw Funding Date, no event shall have occurred and be continuing, or would result from the mortgage of the Aircraft, which constitutes an Event of Default or Default.

(d) The Borrower and Lender shall agree on an updated amortization schedule for each Loan set forth on Exhibit A reflecting the relevant Delayed Draw Loan.

(e) The Administrative Agent shall have received such other information and copies of documents, approvals (if any), certificates, instruments and records (certified where appropriate) of corporate and legal proceedings or in respect of the Borrower or the relevant Oman Lessee or in respect of such Aircraft as the Administrative Agent may reasonably request not less than three Business Days prior to the Delayed Draw Funding Date relating to the entering into and the performance of the Transaction Documents and such other documents and evidence with respect to the Borrower as may be reasonably requested in order to establish the valid existence and good standing of each thereof, the proper taking of all appropriate corporate or other organizational proceedings or other actions in connection with the transactions contemplated hereby and the compliance with the conditions set forth herein.

**Section 6.3. Condition Subsequent.** With respect to any required condition set forth in Section 6.1 or Section 6.2 that is a registration, filing or authorization and delivery of any evidence thereof or any legal opinions with respect thereto, if, as a legal or practical matter (as agreed by the Borrower, acting reasonably, and the Administrative Agent, acting at the direction of the Majority Lenders), such condition can only be completed following the occurrence of the Closing Date or Delayed Draw Funding Date (as applicable) hereunder, such registration, filing or authorization or delivery of such evidence or opinion shall be completed within the time period advised by applicable counsel and applicable counsel shall provide a written confirmation

to the administrative Agent confirming the satisfaction and/or completion of such registration, filing or authorization.

## Article VII

### EVENTS OF DEFAULT

**Section 7.1** Events of Default. Each of the following events shall constitute an “Event of Default,” whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) The Borrower shall fail to make any payment of principal of or interest on the Loans when due and such failure shall continue for a period of five (5) Business Days after the same shall have become due hereunder; or

(b) The Borrower shall fail to pay any other amount payable hereunder or under any other Transaction Document when due and such failure shall continue for a period of ten (10) Business Days after receipt by the Borrower of written notice that such payment is overdue given to the Borrower by either Agent or any Lender (through either Agent); or

(c) Any representation or warranty made by the Borrower herein or in the certificate delivered under Section 6.1(a)(x) shall prove to have been untrue in any material respect when made, such untrue representation or warranty is material at the time in question, and, if curable, the same shall remain uncured (to the extent of the adverse impact of such incorrectness on the interest of the Lenders) for a period in excess of 30 days from and after the earlier of (x) the Borrower’s Actual Knowledge thereof and (y) the date of written notice thereof from either Agent or any Lender (through either Agent); or

(d) The Borrower shall fail to perform or observe any term, covenant or agreement contained in this Agreement or any other Transaction Document on its part to be performed or observed and such failure shall remain unremedied for a period of 60 days after the earlier to occur of (x) the Borrower’s Actual Knowledge thereof and (y) the date of written notice thereof from either Agent or any Lender (through either Agent) unless such failure is capable of being corrected and the Borrower shall be diligently proceeding to correct such failure, in which case there shall be no Event of Default unless and until such failure shall continue unremedied for a period of 90 days after receipt of such notice; or

(e) The Borrower shall consent to the appointment of or the taking of possession by a receiver, trustee or liquidator of itself or of substantially all of its property, or the Borrower shall admit in writing its inability to pay its debts generally as they come due, or does not pay its debts generally as they become due or shall make a general assignment for the benefit of creditors, or the Borrower shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, liquidation or other relief in a case under any bankruptcy laws or other insolvency laws (as in effect at such time), or the Borrower shall seek relief by voluntary petition, answer or consent, under the provisions of any other bankruptcy or other similar law providing for the reorganization or winding-up of corporations (as in effect at such time) or the Borrower’s board of directors shall adopt a resolution authorizing any of the foregoing; provided that, the inclusion of a “going concern” letter with the Borrower’s financial statements shall not, in and of itself, constitute an admission in writing of the Borrower’s inability to pay its debts generally as they come due; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Borrower, a receiver, trustee or liquidator of the Borrower or of substantially all of its property, or substantially all of the property of the Borrower shall be sequestered, and any such order, judgment or decree of appointment or sequestration shall remain in force undismissed, unstayed and unvacated for a period of 75 days after the date of entry thereof; or a petition against the Borrower in a case under any bankruptcy laws or other insolvency laws (as in effect at such time) is filed and not withdrawn or dismissed within 75 days thereafter; or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Borrower, any court of competent jurisdiction assumes jurisdiction, custody or control of the Borrower or of substantially all of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed and unterminated for a period of 75 days; or

(g) The Borrower shall fail to carry and maintain, or cause to be carried and maintained, insurance on and in respect of any Aircraft, any Airframe or any Engine in accordance with the provisions of Section 3.06 of the Mortgage; or

(h) The Borrower ceases to be a commercial airline as a result of losing its air carrier operating certificate or certificate of public convenience and necessity or either such certificate shall have been suspended, and in case of any such loss or suspension such certificate shall not have been reinstated within a period of 10 days thereafter; or

(i) the validity or enforceability of any Transaction Document shall be contested by the Borrower or any Related Party of the Borrower or the validity, perfection or priority of the Liens created by the Security Documents shall be contested by the Borrower or any Related Party; or

(j) the Liens created by the Security Documents shall at any time not constitute a valid and perfected Lien on the Collateral intended to be covered thereby (to the extent perfection by filing, registration, recordation or possession is required herein or therein) in favor of the Secured Parties to secure the Obligations, free and clear of all other Liens (other than Permitted Liens) or, except for termination or expiration in accordance with its terms or termination in accordance herewith, any of the Security Documents shall for whatever reason be terminated or cease to be in full force and effect or the enforceability thereof shall be contested by the Borrower and such breach shall remain unremedied for a period of ten (10) Business Days after the earlier of (x) the Borrower's Actual Knowledge of such breach and (y) the date of written notice of such breach from any Agent; then, if an Event of Default referred to in clause (e) or (f) of this Section 7.1 shall have occurred and be continuing, and in every such case, the obligation of the Lenders to advance the Commitment Shares shall terminate and the principal of the Loan then outstanding, together with interest accrued but unpaid thereon and all other amounts owing to the Agents and any Lender hereunder or under any other Transaction Document, shall immediately and without further act become due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower and, if any other Event of Default shall have occurred and be continuing, then the Mortgagee shall, upon request of the Majority Lenders, by notice to the Borrower, terminate the obligation of the Lenders to advance the Commitment Shares and declare the unpaid principal of the Loan then outstanding, together with interest accrued but unpaid thereon and all other amounts due to the Agents and any Lender hereunder or under any other Transaction Document, to be forthwith due and payable, whereupon the Loan, all such interest and all other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower. In addition to any other remedies available to the Agents and the Lenders under the Transaction Documents or at law or otherwise, if an Event of Default shall have occurred and so long as the same shall be continuing unremedied, then and in every such case, the Mortgagee, acting at the direction of the

Majority Lenders, may exercise any or all of the rights and powers and pursue any and all of the remedies set forth in the Mortgage.

**Section 7.2** Rescission of Acceleration. At any time after the Mortgagee, at the request of the Majority Lenders, shall have declared the unpaid principal amount of the Loan to be due and payable and prior to the sale of any part of the Collateral pursuant to Article IV of the Mortgage, such Majority Lenders, by written notice to the Borrower and the Mortgagee, may rescind and annul such declaration and its consequences if: (i) there has been paid to or deposited with the Mortgagee an amount sufficient to pay all overdue installments of principal of, and interest on, the Loans and all other amounts owing by the Borrower to the Secured Parties under any of the Transaction Documents, that have become due otherwise than by such declaration of acceleration, and (ii) all other Events of Default, other than nonpayment of principal or interest on the Loans that have become due solely because of such acceleration, have been cured or waived.

## Article VIII

### THE AGENTS

**Section 8.1** Appointment and Authorization. Each Lender hereby irrevocably designates and appoints UMB Bank, National Association as the “Administrative Agent” and UMB Bank, National Association as the security trustee as “Mortgagee” under the Transaction Documents and authorizes each Agent to take such actions and to exercise such powers as are delegated to it thereby and to exercise such other powers as are reasonably incidental thereto. Neither Agent shall have any duties other than those expressly set forth in a Transaction Document or any fiduciary relationship with any Lender, and no implied obligations or liabilities shall be read into this Agreement, or otherwise exist, against either Agent. The Agents do not assume, nor shall they be deemed to have assumed, any obligation to, or relationship of trust or agency with, the Borrower. Notwithstanding any provision of this Agreement or any other Transaction Document, in no event shall an Agent ever be required to take any action which exposes it to personal liability or which is contrary to the provision of any Transaction Document or applicable law.

Each party to this Agreement hereto hereby acknowledges that UMB Bank, National Association (“UMB”) is acting in this transaction as Administrative Agent under this Agreement and Mortgagee under the Transaction Documents. Each party agrees and acknowledges that such roles are separate and distinct legal roles and that UMB, acting in each capacity, may take any actions, or refrain from taking such actions, that it has the legal or contractual right to take or refrain from taking in such roles, including, but not limited to, in connection with the enforcement of any right and/or remedy available to, in connection with the enforcement of any right and/or remedy available to it. Each party agrees that it will not (i) make or assert any claim whatsoever against UMB, (ii) allege any breach of any fiduciary duty, duty of care or other duty whatsoever against UMB, or (iii) assert in any action any defense to the extent that, in the case of (i), (ii), and (iii) above, any such claim, action or assertion is based solely on the fact that UMB is acting in such dual roles or that there may be a conflict of interest inherent in acting in such roles.

**Section 8.2** Delegation of Duties. Each Agent may execute any of its duties hereunder through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties.

**Section 8.3** Exculpatory Provisions. The Administrative Agent, the Mortgagee and their respective directors, officers, agents or employees shall not be liable to any Lender for any action taken or omitted under the Transaction Documents (i) with the consent or at the direction of the Majority Lenders or (ii) in the absence of such Person's gross negligence or willful misconduct, or simple negligence in the handling of monies. Neither Agent shall be responsible to any Lender or other Person for (i) any recitals, representations, warranties or other statements made by the Borrower or any of its Affiliates, (ii) the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Transaction Document, (iii) any failure of the Borrower or any of its Affiliates to perform any obligation or (iv) the satisfaction of any condition specified in Article VI. Neither Agent shall have any obligation under this Agreement to any Lender to ascertain or inquire about the observance or performance of any agreement contained in any Transaction Document or to inspect the properties, books or records of the Borrower or any of its Affiliates.

**Section 8.4** Reliance by Agents. As among each Agent and the Lenders, each Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document, other writing or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person and upon advice and statements of legal counsel (including counsel to the Borrower or any of its Affiliates), independent accountants and other experts selected by such Agent. Except as provided in Section 1.4(a), in the case of the Administrative Agent, each Agent shall in all cases be fully justified in failing or refusing to take any action under any Transaction Document unless it shall first receive such advice or concurrence of the Lenders, and assurance of its indemnification, as it deems appropriate. Subject to Section 9.1, neither Agent shall effect any waiver or grant any consent or make any determination under the Transaction Documents (except as provided in Section 1.4(a)) without the direction of the Majority Lenders.

**Section 8.5** Notice of Defaults. Neither Agent shall be deemed to have knowledge or notice of the occurrence of any Default unless it has received notice from any Lender, the other Agent or the Borrower stating that a Default has occurred hereunder and describing such Default. Promptly upon an Agent receiving notice of the occurrence of any Default, such Agent shall notify each Lender and the other Agent of such occurrence. Each Agent shall take such action under this Agreement concerning a Default as may be directed by the Majority Lenders (or, if required for such action, all of the Lenders), but until an Agent receives such directions such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, as such Agent deems advisable and in the best interests of the Lenders, *provided* that in taking action under the Mortgage, the Mortgagee shall in all cases act in accordance with the provisions of the Mortgage.

**Section 8.6** Non-Reliance on Agents and Other Lenders; Lender Representations. Each Lender expressly acknowledges that none of the Administrative Agent, the Mortgagee and their respective officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by an Agent hereafter taken, including any review of the affairs of the Borrower or any of its Affiliates, shall be deemed to constitute any representation or warranty by such Agent. Each Lender represents and warrants to each Agent that, independently and without reliance upon such Agent or any other Lender and based on such documents and information as it has deemed appropriate, it has made and will continue to make its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Borrower and its own decision to enter into this Agreement and to take, or omit, action under any Transaction Document. Except for items specifically required to be delivered hereunder or, in the case of the Mortgagee, under the Mortgage, neither Agent shall have any duty or responsibility to provide any Lender with any information concerning the Borrower or any of its Affiliates that comes into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

**Section 8.7 Agents and Affiliates.** Each Agent and its Affiliates may extend credit to, accept deposits from and generally engage in any kind of business with the Borrower or any of its Affiliates and, in its role as a Lender, if applicable, may exercise or refrain from exercising its rights and powers as if it were not an Agent.

**Section 8.8 Indemnification.** Each Lender shall indemnify and hold harmless each Agent and its officers, directors, employees, representatives and agents (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably in accordance with its Ratable Share, from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses and disbursements of any kind whatsoever (including in connection with any investigative or threatened proceeding, whether or not such Agent or such Person shall be designated a party thereto) that may at any time be imposed on, incurred by or asserted against such Agent or such Person as a result of, or related to, any of the transactions contemplated by the Transaction Documents or the execution, delivery or performance of the Transaction Documents or any other document furnished in connection therewith (but excluding any such liabilities, obligations, losses, damages, penalties, judgments, settlements, costs, expenses or disbursements resulting solely from the gross negligence or willful misconduct, or negligence in the handling of monies, of such Agent or such Person as finally determined by a court of competent jurisdiction).

**Section 8.9 Successor Administrative Agent.** Upon at least 60 days' notice to the Borrower, the Mortgagee, and each Lender, the Administrative Agent may resign its position as the Administrative Agent. In addition, either the Borrower (so long as no Event of Default shall have occurred and be continuing) or the Majority Lenders may at any time remove the Administrative Agent without cause by an instrument in writing delivered to the Mortgagee, each Lender and (in the case of a removal by the Majority Lenders) the Borrower. Such resignation or removal shall not become effective until a successor Administrative Agent acceptable to the Borrower is appointed by the Majority Lenders and has accepted such appointment. Upon such acceptance of its appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall execute and deliver to the Borrower, each Lender and the retiring Administrative Agent an instrument accepting such appointment, and thereupon such successor Administrative Agent, without further act, shall succeed to and become vested with all the rights and duties of the retiring Administrative Agent hereunder and under the other Transaction Documents with like effect as if originally named the Administrative Agent herein and therein, but nevertheless, upon the written request of such successor Administrative Agent, such retiring Administrative Agent shall execute and deliver an instrument transferring to such successor Administrative Agent all the rights and duties of such retiring Administrative Agent. After any retiring Administrative Agent's resignation hereunder, the provisions of Article V and this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent. Any successor Administrative Agent, however appointed, shall be a bank or trust company having a combined capital and surplus of at least \$500,000,000 or a bank or trust company whose obligations are guaranteed by a bank or trust company having a combined capital and surplus of at least \$500,000,000 or a corporation with a net worth of at least \$500,000,000.

**Section 8.10 Mortgage.** For the avoidance of doubt, the parties hereto confirm and agree that the Lenders, through the Mortgagee, are beneficiaries of the Mortgage.

**Section 8.11 Miscellaneous.** Notwithstanding anything contained herein or any other Transaction Document to the contrary:

(i) As to any matters not expressly provided for by the Transaction Documents, the Agents shall not be required to exercise any discretion or take any action, but

shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions indicated in the relevant provision of the Transaction Documents; provided, however, that the Agents shall not be required to take any action that exposes it to liability (financial or otherwise) or that is contrary to any Transaction Document or applicable Law or unless it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking any such action;

(ii) any discretionary power or permissive right of the Agents shall not be deemed to be or, otherwise construed as, an obligation;

(iii) the Agents shall not have any duty to ascertain, inquire into, or verify the performance or observance of any covenants or agreements by any Party or the satisfaction of any condition or to inspect the property (including books and records) of any Party or any of its affiliates;

(iv) the Agents shall not be required to expend or risk its own funds or otherwise incur liability (financial or otherwise) in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, or to institute, conduct or defend any litigation under or in relation to this agreement or the other Transaction Documents, unless it shall have received security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby, and none of the provisions contained in this agreement or the other Transaction Documents shall in any event require the Agents to perform, or be responsible for the manner of performance of, any of the obligations of any Transaction Party under this agreement or the other Transaction Documents;

(v) if the Agents shall at any time (i) be uncertain as to its duties or rights hereunder, or (ii) receive instructions from any of the parties hereto pursuant to this agreement or the other Transaction Documents which, in the reasonable opinion of the Agents, are in conflict with any of the provisions of this agreement or the other Transaction Documents, then in each such case, the Agents shall be entitled to rely on the instructions of the Majority Lenders and shall incur no liability for acting in accordance therewith;

(vi) where in any Transaction Document (in relation to a matter not affecting the personal interests of the Agent) (i) the Agent is referred to as acting "reasonably" or in a "reasonable" manner or as coming to an opinion or determination that is "reasonable", (ii) the Agent is referred to as acting or exercising any discretion (or refraining from acting or exercising any discretion), (iii) any item or thing is required to be "satisfactory" to the Agent, or (iv) the Agent's consent is required "not to be unreasonably withheld or delayed" (or any similar or analogous wording is used) this shall mean that the Agent shall be acting or exercising any discretion (or refraining from the same) or coming to an opinion or determination on the instructions of the Lenders acting reasonably or being so satisfied (as applicable) and that the Agent shall be under no obligation to determine the reasonableness of such instructions from the Lenders or whether in giving such instructions, the Lenders are acting in a reasonable manner; and

(vii) the Agent shall have no obligation to determine whether any condition precedent to making any Loan has been satisfied.

## Article IX

### MISCELLANEOUS

**Section 9.1** Amendments. Neither this Agreement, any Transaction Document, nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the Borrower, the Administrative Agent, the Mortgagee and the Majority Lenders (and the Administrative Agent and Mortgagee shall sign the same if directed to do so by the Majority Lenders), *provided* that no such change, waiver, discharge or termination shall, without the consent of each Lender affected thereby, (i) extend the final scheduled maturity of any Loan, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, (ii) increase the commitment of any Lender under Section 1.1(a), (iii) amend, modify or waive any provision of this Section 9.1, (iv) reduce the percentage specified in the definition of Majority Lenders, (v) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement or any Transaction Document or (vi) impair any indemnity under a Transaction Document in favor of such Lender; provided, further, that no such change, waiver, discharge or termination shall without the consent of an Agent, amend, modify or waive any provision of Article VIII as same applies to such Agent or any other provision of this Agreement or any Transaction Document, nor any terms hereof or thereof as same relates to the rights or obligations of such Agent.

**Section 9.2** Notices. Unless otherwise specified, all notices and other communications hereunder shall be in writing (including by email; *provided* that any notice delivered by email shall also be provided by other means permitted under this Section 9.2, except notices delivered pursuant to Section 4.1(a)), given to the appropriate Person at its address, email address set forth on the signature pages hereof or at such other address, email address as such Person may specify, and shall be effective when received at the address specified by such Person. The number of days for any advance notice required hereunder may be waived (orally or in writing) by the Person receiving such notice and, in the case of notices to an Agent, the consent of each Person to which such Agent is required to forward such notice.

**Section 9.3** Costs and Expenses. The Borrower agrees to pay on demand, subject to any caps, all pre-agreed reasonable, documented and actual out of pocket fees and expenses of Vedder Price, P.C., special New York counsel to the Lenders, McAfee & Taft, FAA counsel and Al Busaidy Mansoor Jamal & Co., special Omani counsel, incurred in connection with the preparation, execution and delivery of the Transaction Documents (whether or not any such Transaction Document is entered into). The Borrower further agrees to pay on demand all reasonable and actual costs and expenses of the Agents and the Lenders, if any (including, without limitation, reasonable counsel fees and expenses), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of the Transaction Documents after the occurrence of an Event of Default (*provided* that the Borrower shall pay the reasonable fees and expenses of only one counsel for the Agents and the Lenders, which counsel shall be designated by the Majority Lenders, in connection with the enforcement of their rights under the Transaction Documents).

**Section 9.4** Certain Agreements of the Agents.

(a) Each Agent agrees, for the benefit of each lessor, conditional seller, mortgagee or secured party of any airframe or engine leased to, or owned by, the Borrower

subject to a lease, conditional sale, trust indenture or other security agreement that it will not acquire or claim, as against such lessor, conditional seller, mortgagee or secured party, any right, title or interest in any engine as the result of such engine being installed on any airframe subject to the Lien of the Mortgage at any time while such engine is subject to such lease, conditional sale, trust indenture or other security agreement and owned by such lessor or conditional seller or subject to a trust indenture or security interest in favor of such mortgagee or secured party.

(b) Each Agent agrees as to itself with the Borrower that, so long as no Event of Default shall have occurred and be continuing, such person shall not (and shall not permit any Affiliate or other person lawfully claiming by, through or under it to) take or cause to be taken any action contrary to the Borrower's right to quiet enjoyment of the Aircraft and other Collateral, and to possess, use, retain and control the Aircraft and other Collateral and all revenues, income and profits derived therefrom without hindrance.

**Section 9.5** Entire Agreement. The Transaction Documents constitute the entire understanding of the parties thereto concerning the subject matter thereof. Any previous agreements, whether written or oral, concerning such matters are superseded thereby.

**Section 9.6** Cumulative Rights and Severability. All rights and remedies of the Lenders and the Agents hereunder shall be cumulative and non-exclusive of any rights or remedies such Persons have under law or otherwise. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting such provision in any other jurisdiction, to the fullest extent permitted by applicable law.

**Section 9.7** Waivers. No failure or delay of any party hereto in exercising any power, right, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right, privilege or remedy preclude any other or further exercise thereof or the exercise of any other power, right, privilege or remedy. Any waiver hereof shall be effective only in the specific instance and for the specific purpose for which such waiver was given. After any waiver, the Borrower, the Lenders and the Agents shall be restored to their former position and rights and any Default waived shall be deemed to be cured and not continuing, but no such waiver shall extend to (or impair any right consequent upon) any subsequent or other Default.

**Section 9.8** Successors and Assigns; Participations; Assignments.

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise provided herein, the Borrower may not assign or transfer any of its rights or delegate any of its duties without the prior consent of the Mortgagee and each of the Lenders, and no Agent or Lender shall assign or transfer any of its rights or delegate any of its duties without the prior consent of the Borrower and the other Lenders (except as expressly permitted by this Agreement), *provided* that any Person that becomes the Mortgagee pursuant to Section 7.08 of the Mortgage shall at the same time become the Mortgagee hereunder.

(b) Participations. After the Delayed Draw Funding Date, any Lender may sell to one or more Persons (each a "**Participant**") participating interests in the interests of such Lender hereunder. Such Lender shall remain solely responsible for performing its obligations hereunder, and the Borrower and the Agents shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder. Each Participant shall be entitled to the benefits of Article V; *provided* that such Participant shall not be entitled to any greater benefit under Article V than the Lender that sold the participating interest to the

Participant would have been entitled to thereunder (other than on account of a change in law after the date of the acquisition of the applicable participating interest) and no Participant shall be entitled to any benefit thereunder unless it shall perform such obligations as are imposed on the Lender under Article V. A Lender shall not agree with a Participant to restrict such Lender's right to agree to any amendment, waiver or modification hereto, except amendments described in the proviso to Section 9.1. At the time of each participation pursuant to this Section 9.8(b) by a Person which is not already a Participant hereunder, the respective Participant shall provide to the Borrower and the Mortgagee the appropriate Internal Revenue Service forms (and, if applicable, the appropriate Certificate re Non-Bank Status). Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) and 1.163-5 of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(c) Assignments. Notwithstanding the foregoing provisions of this Section 9.8, after the Delayed Draw Funding Date, any Lender may, without the prior written consent of the Borrower, assign all or a portion of its outstanding Loans to (i) an Approved Assignee or (ii) another Lender, each of which assignees referred to in this Section 9.8(c) shall become a party to this Agreement as a Lender by execution of a supplement hereto in the form of Exhibit D (a "**Transfer Supplement**") hereto, provided that the Borrower shall not suffer any increased cost or obligation including any requirement to pay any greater amount under Sections 1.4(b), 5.1, 5.2 or 5.3 than the assignor Lender was entitled to thereunder or hereunder, based on the laws, regulations, rules and other requirements in effect at the time of such assignment and; *provided, further* that so long as no Event of Default has occurred and is continuing, no Lender shall transfer its rights or obligations to any (i) airline, commercial air freight carrier, air freight forwarder or entity engaged in the business of parcel transport by air, or an Affiliate of such entity or (ii) a Restricted Investor. At the time of each assignment pursuant to this Section 9.8(c) to a Person which is not already a Lender hereunder and which is not a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) for Federal income tax purposes, the respective assignee Lender shall provide to the Borrower and the Mortgagee the appropriate Internal Revenue Service forms (and, if applicable, the appropriate Certificate re Non-Bank Status). Any assignee or transferee shall, on the date upon which such assignment or transfer takes place, pay to the Administrative Agent (for its own account) a fee of \$2,500 per transfer or assignment. No transfer or assignment will be recorded in the Register within the 5 Business Days prior to Payment Date, and such transfer or assignment will not be effective until recorded by the Mortgagee on the Register pursuant to 9.8(d) hereof.

(d) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain a register for the recordation of the names and addresses of the Lenders, and the Commitment Shares of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be

available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

**Section 9.9 Confidentiality.** Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below) for a period of two years after the final payment of all amounts due hereunder, except that Information may be disclosed (a) on a need-to-know basis, to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by applicable law or any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to any other party hereto, (d) in connection with the exercise of any remedies hereunder or under any other Transaction Document, any action or proceeding relating to this Agreement or any other Transaction Document, the enforcement of rights hereunder or thereunder or any litigation or proceeding to which any Agent or any Lender or any of its Affiliates may be a party, (e) subject to an agreement containing or incorporating provisions substantially the same as those of this Section 9.9, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) surety, reinsurer, guarantor or credit liquidity enhancer (or their advisors), (f) with the consent of the Borrower or (g) to the extent such Information becomes publicly available other than as a result of a breach of this Section. For purposes of this Section 9, “**Information**” means this Agreement and non-publicly filed portions of the Security Documents and all information received from the Borrower relating to the Borrower or any of its businesses under or pursuant to this Agreement, other than any such information that is available to any Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower, provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.9 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

**Section 9.10 Counterparts.** This Agreement may be executed by different parties on any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

**Section 9.11 Governing Law; Submission to Jurisdiction; Venue.**

(a) This Agreement has been delivered in the State of New York. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of New York or the United States District Court for the Southern District of New York located in the Borough of Manhattan, and, by execution and delivery of this Agreement or a Transfer Supplement, each party hereto hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each party hereto hereby further irrevocably waives any claim that any such courts lack jurisdiction over such party, and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement brought in any of the aforesaid courts, that any such court lacks jurisdiction over such party. Each party hereto further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address specified pursuant to Section 9.2, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of any party

hereto to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any other party hereto in any other jurisdiction.

(b) Each party hereto hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**Section 9.12 Waiver of Trial by Jury.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, OR IN CONNECTION WITH, ANY TRANSACTION DOCUMENT OR ANY MATTER ARISING THEREUNDER (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY).

**Section 9.13 Registrations with the International Registry.** Each of the parties hereto consents to the registration with the International Registry of the International Interests granted (or Prospective International Interests to be granted) under the Mortgage, and each party hereto covenants and agrees that it will take all such action, at Borrower's cost, reasonably requested by the Borrower or the Mortgagee in order to make any registrations with the International Registry, including becoming a registry user entity with the International Registry and providing consents to any registration as may be contemplated by the Transaction Documents.

**Section 9.14 USA Patriot Act.** Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (title III of Pub.L.107-56 (signed into law October 26, 2001))(the "**Patriot Act**"), it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act. The Borrower shall provide such information promptly upon the request of such Lender to the extent required for such Lender to comply with the Patriot Act.

**Section 9.15 Consequential Damages.** To the extent permitted by applicable law, each party to this Agreement shall not assert, and each party hereby waives, any claim against any other party to this Agreement on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby or the use of the proceeds of the Loan.

**Section 9.16 Right of Setoff.** If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any of and all the obligations then due of the Borrower now or hereafter existing under this Agreement held by such Lender, provided that prior to such set off payment of such past due amount shall have been, to the extent permitted by law, demanded from the Borrower under this Agreement. Any Lender that exercises its right of setoff agrees promptly to notify the Borrower after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

**Section 9.17 Compliance with Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions.**

(a) The Borrower shall comply in all material respects with the requirements of applicable Anti-Money Laundering Laws, applicable Anti-Corruption Laws and applicable Sanctions.

(b) The Borrower shall not lease or release, or authorize or direct the lease or release of, any Aircraft to any Oman Lessee as a result of which such Aircraft would be, or would be permitted to be operated, in any Sanctioned Country in each case in violation of applicable Sanctions.

(c) The Borrower shall promptly respond to any request by the Administrative Agent, the Mortgagee or the Lenders to provide to the Administrative Agent, the Mortgagee and the Lenders any information regarding the Borrower and its Affiliates necessary for the Administrative Agent, the Mortgagee and the Lenders to comply in all material respects with all applicable Anti-Money Laundering Laws, applicable Anti-Corruption Laws and applicable Sanctions.

(d) The Borrower hereby represents and warrants to the Administrative Agent, the Mortgagee and the Lenders that: (i) neither it nor any of its directors or officers or, to its knowledge, Affiliates, employees or agents is a Sanctioned Person; (ii) it has not in the past five years knowingly engaged in any activity or conduct which would constitute a material violation of any applicable Anti-Money Laundering Laws, applicable Anti-Corruption Laws or applicable Sanctions; and (iii) it has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(e) The Borrower will not, directly or indirectly, (i) use any part of the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person (A) to fund, finance or facilitate any activities, business or transactions of or with any Sanctioned Person in violation of applicable Sanctions or (B) in any other manner that would constitute or give rise to a violation of Sanctions by any party hereto.

(f) The Borrower will not, directly or indirectly, use any part of the proceeds of the Loans for any purpose that would constitute a violation of applicable Anti-Corruption Laws.

(g) The Borrower acknowledges that in order for the Mortgagee, the Administrative Agent and each Lender subject to the Patriot Act, to comply with the requirements thereof, the Borrower must provide such Lender, the Administrative Agent and the Mortgagee with certain information or supporting documentation (collectively "Documentation") at the time of execution of this Agreement. Each such Lender, the Administrative Agent and the Mortgagee is required by the Patriot Act to verify and record any Documentation provided by the Borrower to validate the Borrower's identity. Documentation that may be requested from the Borrower may include, but is not limited to, a Federal Employer Identification Number (FEIN), a beneficial ownership certification, a good standing certificate, a certificate of incumbency to authenticate the management of the Borrower and other government issued certified documents to validate the Borrower's authorization to conduct business.

(h) The usage of the term "Sanctions" (and any clauses in this Agreement which make use of the same) in this Agreement only shall apply, in relation to any Lender (a "Restricted Lender") that is situated in the European Union, to the extent that the usage of such term in any particular provision of this Agreement does not result in any violation of or conflict

with any Blocking Regulation applicable to that Restricted Lender, but without in any way limiting the applicability or effectiveness of any applicable provision as between the other Lenders, the Administrative Agent, the Mortgagee and the Borrower. In connection with any waiver, determination or direction relating to any provisions which do not apply for the benefit of a Restricted Lender by virtue of the foregoing sentence (but not with respect to any other parts which do apply for the benefit of a Restricted Lender), the parties hereto agree that the Commitment Share of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Majority Lenders has been granted. The parties hereto agree that this Section 9.17(h) may not be amended without the prior written consent of any Restricted Lender. Notwithstanding the foregoing, the Administrative Agent and the other parties to this Agreement other than such Restricted Lender shall be entitled to rely conclusively, without independent investigation or verification, on the written notice by a Restricted Lender to the Administrative Agent promptly after a waiver, determination or direction is sought pursuant to the Transaction Documents that such Restricted Lender's Commitment Share shall be excluded with respect to such specified waiver, determination or direction in accordance with the foregoing sentence. No party to this Agreement other than such Restricted Lender shall have any duty to inquire or determine if this Section 9.17(h) shall apply with respect to any waiver, determination or direction of any Restricted Lender (whether or not any other Restricted Lender shall have notified the Administrative Agent as to its application as to such other Restricted Lender) and, if the Administrative Agent shall not have received a written notice from a Restricted Lender instructing it to exclude such Restricted Lender's Commitment Shares in accordance with the prior sentence with respect to a particular waiver, determination or direction, the Administrative Agent and the other parties to this Agreement shall determine whether the requisite Lenders have provided consent to a waiver, determination or direction as if such Restricted Lender's Commitment Share were required to be included in the calculation of the requisite majority of Lenders.

[Remainder of this page blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date hereof.

**UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as Administrative Agent

By \_\_\_  
Name:  
Title:

Address:  
Attention:  
Telephone:  
Telecopy:

**UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as security trustee, as Mortgagee

By \_\_\_  
Name:  
Title:

Address:  
Attention:  
Telephone:  
Telecopy:

**SUN COUNTRY, INC. (d/b/a Sun Country Airlines), as  
Borrower**

By \_\_\_  
Name:  
Title:

Address:  
Attention:  
Telephone:  
Telecopy:

**CASTLELAKE ARCH OPPORTUNITIES, L.L.C., as  
Lender**

By \_\_\_  
Name:  
Title:

Address:  
Attention:  
Telephone:  
Telecopy:

## SCHEDULE I

### DEFINITIONS AND OTHER INTERPRETIVE PROVISIONS

1. **Definitions.** The following terms have the meanings set forth, or referred to below:

“**Act**” means part A of subtitle VII of title 49, United States Code.

“**Actual Knowledge**” means, with respect to any other Person, actual knowledge of a vice president or more senior officer of such Person or any other officer of such Person having responsibility for the transactions contemplated by the Transaction Documents.

“**Additional Costs**” is defined in Section 5.1.

“**Administrative Agent**” is defined in the first paragraph of this Agreement.

“**Administrative Agent’s Account**” means account 167263.1 Sun Country Merit Admin Agent Account.

“**Affected Lender**” is defined in Section 1.4(a).

“**Affected Loan**” is defined in Section 1.4(a).

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether through the ownership of voting shares, by contract or otherwise, and “controlling,” “controlled by,” and “under common control with” have correlative meanings.

“**After-tax Basis**” means, with respect to any payment to be received or accrued by any Person, the amount of such payment adjusted, if necessary, so that such payment, after taking into account all Taxes payable to any taxing authority as a result of the receipt or accrual of such payments and any savings in Taxes with respect to the indemnified Taxes or other liability in respect of which such payment is due, shall be equal to the payment to be received or accrued.

“**Agents**” means, collectively, the Administrative Agent and the Mortgagee.

“**Agreement**” is defined in the first paragraph of this Agreement.

“**Aircraft**” means (i) individually, an Airframe, together with the related Engines, whether or not any of such Engines may at any time of determination be installed on such Airframe or installed on any other airframe and (ii) collectively, all such Aircraft, in each case, as financed pursuant to this Agreement.

“**Airframe**” means (a) each aircraft (excluding Engines or engines from time to time installed thereon) manufactured by Airframe Manufacturer and identified by Airframe

Manufacturer's model number, the relevant registration number and Airframe Manufacturer's serial number set forth in the Mortgage Supplement executed and delivered by the Borrower on the Closing Date and (b) any and all Parts incorporated or installed in or attached or appurtenant to such airframe, and any and all Parts removed from such airframe, unless the Lien of the Mortgage shall not be applicable to such Parts in accordance with Section 3.04 of the Mortgage.

“**Airframe Manufacturer**” means The Boeing Company, a Delaware corporation.

“**Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, and any other anti-bribery or anti-corruption laws, regulations or ordinances enacted in any jurisdiction in which either the Borrower is located or doing business, including laws or regulations enacted to implement the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions.

“**Anti-Money Laundering Laws**” means all applicable laws, rules and regulations relating to the prevention or prohibition of money laundering or terrorist financing, including, without limitation, the Bank Secrecy Act, the Patriot Act, and the Anti-Money Laundering Act of 2020, each as amended and any other similar laws, rules or regulations of other relevant Governmental Authorities which may be applicable to the Borrower.

“**Applicable Spread**” means 2.60%.

“**Appraisals**” shall mean, with respect to any Aircraft, an MSN-specific "desk-top" appraisal from the Appraiser addressed to the Borrower and delivered to the Lenders and the Administrative Agent by the Borrower as to the Appraiser's appraisal of the half-life “current market value” of such Aircraft.

“**Appraised Value**” shall mean, with respect to any Aircraft, the half-life "current market value" Appraisal for such Aircraft, (i) based on the most recently delivered Appraisal for such Aircraft and (ii) as adjusted by the Maintenance Adjustment.

“**Appraiser**” shall mean Ascend by Cirium or, if such appraisal firm is not available, such other ISTAT-certified appraiser selected by the Borrower and consented to by the Administrative Agent (acting at the direction of, and with the consent of, the Majority Lenders such direction and consent not to be unreasonably withheld or delayed).

“**Approved Assignee**” means any commercial bank, investment bank, investment fund, asset fund (to the extent directly or indirectly managed by a Lender or an Affiliate thereof), or other entity engaged in the business of extending credit in loan transactions and any member of the European System of Central Banks or any Federal Reserve Bank; provided that a Castlake Fund shall not be an Approved Assignee.

“**Arrangement Fee**” is defined in the relevant Fee Letter.

## SCHEDULE I

### Page 2

“**Aviation Authority**” means the FAA or, if any Aircraft is permitted to be, and is, registered with any other Governmental Authority under and in accordance with Section 3.02(e) of the Mortgage and Annex C thereof, such other Governmental Authority. The Aviation Authority on the Closing Date for a Loan related to an Oman Aircraft shall be the Civil Aviation Authority of the Sultanate of Oman.

“**Bill of Sale**” means, in respect of an Aircraft, all bills of sale evidencing the sale of such Aircraft to the Borrower.

“**Borrower**” is defined in the first paragraph of this Agreement.

“**Borrowing**” means the borrowing by the Borrower of any or all of the Loans.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close or are in fact closed in New York, New York and Minneapolis, Minnesota.

“**Cape Town Treaty**” means the Cape Town Convention on International Interests in Mobile Equipment and the related Aircraft Equipment Protocol, as in effect in the United States and any other applicable jurisdiction.

“**Castlelake Fund**” means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in loans and similar extensions of credit in the ordinary course of its business and that is administered by, affiliated with or managed by Castlelake, L.P.

“**Certificate re Non-Bank Status**” means a certificate substantially in the form of Exhibit D-1 through D-4 annexed to this Agreement.

“**Closing**” means the time at which the Loan for each Aircraft has been initially advanced to the Borrower.

“**Closing Date**” means the date on which the Closing occurs.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Commitment Share**” means, for each Lender, the Dollar amount set forth under its signature to this Agreement.

“**Commitment Termination Date**” means December 20, 2025.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“**Consent and Agreement**” means, in respect of an Aircraft, the Airframe Manufacturer Consent and Agreement for such Aircraft in form and substance reasonably satisfactory to the Mortgagee.

## SCHEDULE I

### Page 3

“**Cutoff Date**” is defined in Section 1.2(b).

“**Default**” means any Event of Default or any event or condition that with the lapse of time or giving of notice, or both, would constitute an Event of Default.

“**Default Rate**” is defined in Section 2.3.

“**Delayed Draw Loans**” is defined in Section 1.2(d).

“**Delayed Draw Funding Date**” is defined in Section 1.2(d).

“**Deregistration Document**” means, in respect of any Aircraft subject to an Oman Lease and/or that is not registered in the United States, a deregistration power of attorney and/or irrevocable deregistration and export request authorization, as the context may require, from the relevant Oman Lessee or the Borrower, as applicable, in favor of the Mortgagee.

“**Disposition**” means, with respect to any Aircraft, (a) any sale, assignment, transfer or other voluntary disposition of such Aircraft or (b) the sale, assignment, transfer or other voluntary disposition of any of the beneficial interest or ownership that the Borrower has in such Aircraft; provided that “Disposition” shall not include any of the transactions contemplated by Section 3.02(b) of the Mortgage.

“**Dollar**” and “**\$**” means lawful currency of the United States of America.

“**Engine**” means, with respect to any Airframe (a) each of the engines manufactured by Engine Manufacturer and identified by Engine Manufacturer’s model number in the initial Mortgage Supplement and Engine Manufacturer’s serial number set forth on Schedule I and any Replacement Engine, in any case whether or not from time to time installed on such Airframe or installed on any other airframe or aircraft, and (b) any and all related Parts. Upon substitution of a Replacement Engine under and in accordance with the Mortgage, such Replacement Engine shall become subject to this Agreement and shall be an “Engine” for all purposes of the Mortgage and the other Transaction Documents and thereupon the Engine for which the substitution is made shall no longer be subject to this Agreement and the Mortgage, and such replaced Engine shall cease to be an “Engine”.

“**Engine Consent and Agreement**” means, in respect of an Aircraft, the Engine Manufacturer Consent and Agreement for each Engine associated with such Aircraft in form and substance reasonably satisfactory to the Mortgagee.

“**Engine Manufacturer**” means CFM International, S.A., a French *société anonyme*.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**Event of Default**” is defined in Section 7.1.

“**Excluded Tax**” of a Person shall mean (a) any Tax imposed on or measured by the net income, net profits or net gains (whether worldwide, or only insofar as such income, profits or

gains are considered to arise in or to relate to a particular jurisdiction, or otherwise) of that Person, any branch profit Taxes, franchise, net worth or net capital Tax imposed on that Person, and any intangibles Tax or similar Tax imposed on the principal amount or value of the Loan, in each case, by any jurisdiction (including the United States) (i) in which that Person is organized, (ii) in which that Person's principal office or applicable Lending Office is located, or (iii) in which that Person has a present or former connection (other than solely by reason of making a Loan under this Agreement) if such Tax would not have been imposed but for the existence of such present or former connection, ("Other Connection Taxes"), (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of any Lender with respect to an applicable interest in a Loan or Commitment Share pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment Share (other than pursuant to an assignment request by the Borrower) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.3, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to Lender's failure to comply with Section 5.3(c), or (d) any U.S. federal withholding Taxes imposed under FATCA.

**"Expenses"** means any and all liabilities, obligations, losses, damages, settlements, penalties, claims, actions, suits, costs and reasonable and related expenses and disbursements (including, without limitation, reasonable fees and disbursements of legal counsel, accountants, appraisers, inspectors or other professionals, and costs of investigation).

**"FAA"** means the Federal Aviation Administration of the United States or any Governmental Authority succeeding to the functions of such Federal Aviation Administration.

**"FATCA"** means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor statute that is substantially comparable and not materially more onerous to comply with), any current or future regulations or official written interpretations thereof, any written agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

**"Fee Letter"** means any letter agreement between the Borrower and the Lender or an Agent, which states that it is the "Fee Letter" for purposes of this Agreement.

**"Financing Statements"** means, collectively, UCC-1 (and, where appropriate, UCC-3) financing statements covering the Collateral, by the Borrower, as debtor, showing the Mortgagee as secured party, for filing in Minnesota and each other jurisdiction that, in the opinion of the Mortgagee, is necessary to perfect its Lien on the Collateral.

**"GAAP"** means generally accepted accounting principles as set forth in the statements of financial accounting standards issued by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants, as such principles may at any time or from time to time be varied by any applicable financial accounting rules or regulations issued by the

## SCHEDULE I

Page 5

SEC and, with respect to any Person, shall mean such principles applied on a basis consistent with prior periods except as may be disclosed in such Person's financial statements.

**“Governmental Authority”** means any (a) governmental entity, board, bureau, agency or instrumentality, (b) administrative or regulatory authority (including any central bank or similar authority) or (c) court, judicial authority or arbitrator, in each case, whether foreign or domestic.

**“Indemnified Taxes”** means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in (a), Taxes described in Section 5.4.

**“Indemnitee”** means each of the Agents and the Lenders and their respective Related Parties.

**“Initial Lender”** means Castlake Arch Opportunities, L.L.C., an entity managed by Merit AirFinance, L.P. or its affiliate.

**“Initial Loan Amount”** is defined in Section 1.2(c).

**“Interest Period”** means, (i) in the case of the first Interest Period, the period commencing on (and including) the Closing Date and ending on (but excluding) the first Payment Date following the Closing Date (or, if such day is not a Business Day, the next succeeding Business Day unless by virtue of such extension, such day would fall in the next succeeding month, in which case such day shall be the next preceding Business Day), and (ii) in the case of each subsequent Interest Period, the period commencing on (and including) the last day of the immediately preceding Interest Period, and ending on (but excluding) the next Payment Date (or, if such day is not a Business Day, the next succeeding Business Day unless by virtue of such extension, such day would fall in the next succeeding month, in which case such day shall be the next preceding Business Day).

**“Interest Rate”** means the fixed rate determined by Lender according to interest rate swap market conditions two (2) Business Days prior to the Closing Date as the fixed rate of a 4-year interest swap, calculated on a 360-day year of 12 months of 30 days versus the sum of (x) Dollar compounded SOFR rates for the applicable Interest Period calculated over an actual 360-day basis and (y) the Applicable Spread.

**“International Interest”** is defined in the Cape Town Treaty.

**“International Registry”** is defined in the Cape Town Treaty.

**“Law”** means (a) any constitution, treaty, statute, law, decree, regulation, order, rule or directive of any Governmental Authority, and (b) any judicial or administrative interpretation or application of, or decision under, any of the foregoing.

**“Lease Document”** means in respect of each Oman Lease, the “Lease Documents” (or like term) in respect of such Oman Lease, as specified on Schedule II.

## SCHEDULE I

“**Lease Event of Default**” means an “Event of Default” (or like term) as defined under an Oman Lease.

“**Lenders**” means each Person listed on the signature pages of this Agreement as a Lender and each Person that becomes a Lender pursuant to a Transfer Supplement, in each case only so long as after the Closing it is the registered holder of a Ratable Share of the Loans.

“**Lending Office**” means the lending office of each Lender set forth on the signature page of this Agreement with respect to such Lender, or such other lending office as a Lender from time to time shall notify the Borrower as its lending office hereunder; *provided* that, unless requested to do so by the Borrower, a Lender shall not change its Lending Office if at the time of such change it would increase the Borrower’s obligations under Section 1.4(a), 5.1, 5.2 or 5.3 as a result of laws, rules or regulations then in effect or adopted or enacted and then scheduled to become effective.

“**Lessee Consent**” means, with respect to any Oman Lease, a consent and agreement in respect of the collateral assignment of such Oman Lease pursuant to the Mortgage among the Borrower, the Mortgagee and the relevant Oman Lessee, in form and substance reasonably acceptable to the Administrative Agent.

“**Letter of Credit**” has the meaning set forth in Section 4.1(j).

“**LFA Date**” means, in the case of any Lender whose Commitment Share with respect to the Aircraft became effective with such Lender’s execution of this Agreement, the date hereof or, in the case of any Lender whose commitment to lend to the Borrower any part of the Loans with respect to the Aircraft became effective pursuant to a Transfer Supplement, the date of such Transfer Supplement.

“**Lien**” means any mortgage, pledge, lien, charge, claim, encumbrance, lease or security interest affecting the title to or any interest in property.

“**Loan**” or “**Loans**” means any or all of the loans advanced by the Lenders to the Borrower pursuant to this Agreement. For any Lender, “its Loan” (or any comparable terminology) shall be such Lender’s Ratable Share of the relevant Loan.

“**Loan Documents**” means, collectively, this Agreement, the Security Documents, any Lessee Consent and the Fee Letter.

“**Local Law Mortgage**” means, in respect of an Oman Aircraft, any mortgage (other than a New York law governed mortgage) in respect of such Aircraft executed and delivered by the Borrower governed by the law of the relevant State of Registration of such Aircraft in the form recommended by the relevant local counsel in such State of Registration, and otherwise in form and substance reasonably satisfactory to the Administrative Agent, in order to convey a first priority and perfected mortgage lien on such Aircraft.

## SCHEDULE I

“**Local Mortgage Filing**” means the filing of a Local Law Mortgage or of the Mortgage in respect of each Aircraft in the appropriate filing office in the relevant State of Registration so as to perfect the Mortgagee’s Lien thereon.

“**Longstop Date**” is defined in Section 1.1d(iii).

“**Loss Proceeds**” mean, as relates to any Event of Loss, the insurance, re-insurance or contingent insurance proceeds, or agreed value or stipulated loss value (or comparable to such payment), paid or payable by the applicable insurer, reinsurer, contingent insurer or a lessee, as the case may be, to the Borrower as a consequence of such Event of Loss.

“**LTV Prepayment Event**” means, as of the date of any prepayment of the Loans in respect of an Aircraft pursuant to this Agreement, the LTV Ratio on such date exceeds the LTV Ratio immediately prior to such date.

“**LTV Prepayment Notice**” is defined in Section 4.1(a)(v).

“**LTV Ratio**” means, as of the date of any prepayment of the Loans in respect of an Aircraft pursuant to this Agreement, the ratio (expressed as a percentage) of:

- (a) the outstanding principal amount of all of the Loans, to
- (b) the aggregate Appraised Values of all of the Aircraft subject to the Lien of the Mortgage as of such date.

“**Maintenance Adjustment**” means a positive or negative adjustment determined by the Initial Lender and agreed by the Borrower to the half-life “current market value” of an Aircraft to take into account such Aircraft’s most recently reported maintenance status, as provided in a report delivered by Appraiser.

“**Majority Lenders**” means Lenders having in excess of 50% of the outstanding principal amount of the Loans.

“**Material Adverse Change**” means a material adverse change in the financial condition of the Borrower and its Subsidiaries taken as a whole that would materially adversely affect the ability of the Borrower to perform the obligations of Borrower under the Transaction Documents.

“**Maturity Date**” means the seventh (7th) anniversary of the Closing Date.

“**Maximum Aircraft Loan Amount**” means, in respect of a Loan related to an Aircraft, \$21,600,000.

“**Maximum Loan Amount**” has the meaning set forth in Section 1.1(a).

## SCHEDULE I

“**Mortgage**” means the Mortgage and Security Agreement, dated as of a date on or prior to the Closing Date, entered into by the Borrower and the Mortgagee to secure, among other things, the Obligations, substantially in the form of Exhibit E to this Agreement.

“**Mortgage Supplement**” means any mortgage supplement, substantially in the form of Exhibit A to the Mortgage, with appropriate modifications to reflect the purpose for which it is being used.

“**Mortgagee**” is defined in the first paragraph of this Agreement.

“**Non-US Lender**” is defined in Section 5.3(c).

“**Notice of Borrowing**” means a notice substantially in the form of Exhibit B-1 hereto delivered by the Borrower to the Mortgagee, Administrative Agent and each Lender pursuant to Section 1.2(a) with respect to the proposed borrowing of the Loan.

“**Notice of Delayed Drawdown**” means a notice substantially in the form of Exhibit B-2 hereto delivered by the Borrower to the Mortgagee, Administrative Agent and each Lender pursuant to Section 1.2(d) with respect to the proposed borrowing of the Loan.

“**Obligations**” means all liabilities and obligations of every nature of the Borrower from time to time owed to the Agents (including former Agents), the Lenders or any of them, under any Transaction Document, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to Borrower, would have accrued on any Obligation, whether or not a claim is allowed against the Borrower, as the case may be, for such interest in the related bankruptcy proceeding), fees, expenses, indemnification or otherwise and whether primary, secondary, direct, indirect, contingent, fixed or otherwise (including obligations of performance).

“**Oman Aircraft**” means any or all, as the context may require, Aircraft specified as an “Oman Aircraft” on Schedule II.

“**Oman Lease**” means, in respect of an Oman Aircraft, the lease for such Oman Aircraft, as specifically described on Schedule II.

“**Oman Lessee**” means Oman Air SAOC.

“**Participant**” is defined in Section 9.8(b).

“**Participant Register**” is defined in Section 9.8(b).

“**Parts**” means all appliances, parts, components, instruments, appurtenances, accessories, furnishings, seats and other equipment of whatever nature (other than (a) Engines or engines, and (b) any Removable Part that constitutes passenger convenience equipment or is otherwise leased by Borrower from a third party or subject to a security interest granted to a third party), that may from time to time be installed or incorporated in or attached or appurtenant to

## SCHEDULE I

any Airframe or any Engine or removed therefrom unless the Lien of the Mortgage shall not be applicable to such Parts in accordance with Section 3.04 of the Mortgage.

“**Patriot Act**” is defined in Section 9.14.

“**Payment Date**” means the 22<sup>nd</sup> of March, June, September and December commencing after the Closing Date (or if such date is not a Business Day, on the next Business Day so long as such Business Day falls in the same month, otherwise on the Business Day prior), to and including the Maturity Date.

“**Permitted Lien**” has the meaning assigned in the Mortgage.

“**Persons**” or “**persons**” means individuals, firms, partnerships, joint ventures, trusts, trustees, Governmental Authorities, organizations, associations, corporations, limited liability companies, committees, departments, authorities and other bodies, corporate or incorporate, whether having distinct legal status or not, or any member of any of the same.

“**Post-Lease Possession**” is defined in Section 1.1(b).

“**Premium**” means, if the Loan is prepaid in whole or in a part pursuant to Section 1.1(c), Section 1.1(d)(ii), or Section 1.1(d)(vi) of this Agreement (i) from the Closing Date up to and including the first anniversary of the Closing Date, an amount equal to 2.00% of the principal amount of such Loan prepayment, and (ii) thereafter, zero.

“**Prepayment Notice**” is defined in Section 1.1(c).

“**Prospective International Interest**” is defined in the Cape Town Treaty.

“**Ratable Share**” means, for each Lender, the outstanding principal amount of the Loan payable to such Lender.

“**Register**” is defined in Section 9.8(d).

“**Regulatory Change**” is defined in Section 5.1.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and such Person’s and such Person’s Affiliates’ respective managers, administrators, trustees, partners, directors, officers, employees, agents, fund managers, brokers, advisors and representatives, including accountants, auditors and legal counsel of such Person and of such Person’s Affiliates.

“**Removable Part**” is defined in Section 3.04(d) of the Mortgage.

“**Replacement Engine**” means, with respect to any Engine, an engine substituted for such Engine pursuant to Section 3.04(e) or 3.05 of the Mortgage.

“**Restricted Investor**” means each entity listed on Schedule III hereto, as amended from time to time by the Borrower, with the consent of the Agent, each acting reasonably; provided

that, if the Agent fails to respond in writing within 5 days after receipt of a request for consent for such proposed amended list, the Agent shall be deemed to have consented to such proposed amended list.

“**Sanctioned Country**” means a country, territory or region that is itself the subject or target of any Sanctions broadly prohibiting dealings with such country, territory or region.

“**Sanctioned Person**” means any Person: (a) listed in or targeted by any Sanctions-related list of designated Persons maintained by the Sanctions Authority; (b) organized, incorporated or resident in a Sanctioned Country; or (c) directly or indirectly owned (in excess of any percentage ownership threshold that may be triggered under applicable Law) by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) or (d); or (d) that is otherwise the target of Sanctions.

“**Sanctions**” means any and all economic, financial and trade sanctions, export controls or embargoes administered, enacted, imposed or enforced by any Sanctions Authority.

“**Sanctions Authority**” means, individually and collectively, (a) the United States of America, (b) the European Union or any of its member states, (c) the United Kingdom, (d) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, OFAC, the U.S. Department of State, the U.S. Department of Commerce, His Majesty’s Treasury of the United Kingdom and the Parliament or Council of the European Union and (e) the United Nations Security Council.

“**SEC**” means the Securities and Exchange Commission of the United States, or any Governmental Authority succeeding to the functions of such Securities and Exchange Commission.

“**Section 1110**” means Section 1110 of the Bankruptcy Code.

“**Security Document**” means, collectively, the Mortgage, the Mortgage Supplements, any Local Law Mortgage, any Lessee Consent, any Consent and Agreement, any Deregistration Document and the Engine Consent and Agreements.

“**SOFR**” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOFR Administrator**” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**Special Default**” means the occurrence of any Default referred to in Section 7.1(a), (e) or (f) hereunder.

“**State of Registration**” means, in respect of any Aircraft, the jurisdiction under the laws of which such Aircraft is registered. On the Closing Date, the State of Registration for each Aircraft shall be the Sultanate of Oman or the United States, as applicable.

## SCHEDULE I

“**Subject Aircraft**” is defined in Section 1.1(d)(v).

“**Subject Prepayment**” is defined in Section 1.1(d)(v).

“**Subsidiary**” means, as to any Person, any other Person of which at least a majority of the voting stock (or equivalent equity interests) is owned or controlled by such first Person and/or by one or more other Subsidiaries.

“**Supplemental Prepayment**” is defined in Section 1.1(d)(v).

“**Tax**” and “**Taxes**” means all governmental or quasi-governmental fees (including, without limitation, license, filing and registration fees) and all taxes (including, without limitation, franchise, excise, stamp, value added, income, gross receipts, sales, use, property, personal and real, tangible and intangible taxes and mandatory contributions), withholdings, assessments, levies, imposts, duties or charges, of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon or other additions thereto imposed, withheld, levied or assessed by any country, taxing authority or governmental subdivision thereof or therein or by any international authority, including any taxes imposed on any Person as a result of such Person being required to collect and pay over withholding taxes.

“**Technical Status Report**” means an annual report on the utilization and operation of the Aircraft and Engines, including, without limitation, flight hours, cycles, Engine flight hours and Engine cycles operated by the Airframes and Engines in respect of each calendar year in form and substance agreed between the Borrower and the Administrative Agent.

“**Transacting User Entity**” is defined in Section 2.1.11 of the Regulations of the International Registry.

“**Transaction Documents**” means this Agreement, the Fee Letter and the Security Documents.

“**Transfer Supplement**” is defined in Section 9.8(c).

“**United States**” or “**U.S.**” means the United States of America (including all states and political subdivisions thereof).

2. **Other Interpretive Provisions.** (a) The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. All terms defined directly or by incorporation in this Agreement shall have the defined meanings when used in any certificate or other document delivered pursuant hereto unless otherwise defined therein. For purposes of this Agreement and all such certificates and other documents, unless the context otherwise requires: (i) accounting terms not otherwise defined in this Agreement, and accounting terms partly defined in this Agreement to the extent not defined, shall have the respective meanings given to them under GAAP; (ii) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (iii) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Agreement (or the certificate or other

document in which they are used) as a whole and not to any particular provision of this Agreement (or such certificate or document); (iv) references to any Section, Schedule or Exhibit are references to Sections, Schedules and Exhibits in or to this Agreement (or the certificate or other document in which the reference is made), and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (v) the term “including” means “including without limitation”; (vi) references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation; (vii) references to any agreement refer to that agreement as from time to time amended or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (viii) references to any Person include that Person’s successors and assigns; and (ix) headings are for convenience of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

(b) Each exhibit and schedule to this Agreement is incorporated in, and shall be deemed a part of, this Agreement.

(c) All terms defined in the Mortgage and used herein have such respective defined meanings unless otherwise defined herein.

#### SCHEDULE I

Page 13

## SCHEDULE II

### AIRCRAFT; LEASES

Aircraft No.	MSN	Inclusion as Oman Aircraft	Date of Manufacture	Model	Engine Serial Numbers		Aircraft Loan Amount
1	40069	-	11/12/2014	Boeing 737-900ER	660456	660457	21,600,000
2	44424	Oman Aircraft	3/16/2015	Boeing 737-900ER	660768	660772	21,600,000
3	40070	Oman Aircraft	5/20/2015	Boeing 737-900ER	660952	660961	21,600,000
4	44425	-	5/27/2015	Boeing 737-900ER	660998	862120	21,600,000
5	40071	Oman Aircraft	11/3/2015	Boeing 737-900ER	862557	862575	21,600,000
<b>Total:</b>							<b>\$108,000,000</b>

### OMAN LEASES:

#### MSN 44424

1. Aircraft Operating Lease Agreement originally dated 10 March 2015 and amended and restated on 30 August 2017 between APF 4 Projekt Nr. 6B GmbH as lessor and Oman Air SAOC as lessee.
2. Acceptance Certificate dated 16 March 2015 from Oman Air SAOC as lessee to OBIC Leasing 2 Limited as lessor.
3. Deed of Novation and Amendment dated 30 August 2017 between OBIC Leasing 2 Limited as existing lessor, APF 4 Projekt Nr. 6B GmbH as new lessor and Oman Air SAOC as lessee.
4. Effective Time Notice dated 31 August 2017 between OBIC Leasing 2 Limited as existing lessor, APF 4 Projekt Nr. 6B GmbH as new lessor and Oman Air SAOC as lessee.
5. Security Deposit Standby Letter of Credit no. 840BGG1500195 originally dated 12 March 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.
6. Maintenance Reserve Standby Letter of Credit no. 840BGG1500193 originally dated 12 March 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.

#### MSN 40070

## SCHEDULE III

1. Aircraft Operating Lease Agreement originally dated 13 May 2015 and amended and restated on 30 August 2017 between APF 4 Projekt Nr. 6C GmbH as lessor and Oman Air SAOC as lessee.
2. Acceptance Certificate dated 20 May 2015 from Oman Air SAOC as lessee to OBIC Leasing 3 Limited as lessor.
3. Deed of Novation and Amendment dated 30 August 2017 between OBIC Leasing 3 Limited as existing lessor, APF 4 Projekt Nr. 6C GmbH as new lessor and Oman Air SAOC as lessee.
4. Effective Time Notice dated 31 August 2017 between OBIC Leasing 3 Limited as existing lessor, APF 4 Projekt Nr. 6C GmbH as new lessor and Oman Air SAOC as lessee.
5. Security Deposit Standby Letter of Credit no. 840BGG1500402 originally dated 19 May 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.
6. Maintenance Reserve Standby Letter of Credit no. 840BGG1500403 originally dated 18 May 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.

#### **MSN 40071**

1. Aircraft Operating Lease Agreement originally dated 27 October 2015 and amended and restated on 30 August 2017 between APF 4 Projekt Nr. 6E GmbH as lessor and Oman Air SAOC as lessee.
2. Acceptance Certificate dated 3 November 2015 from Oman Air SAOC as lessee to OBIC Leasing 5 Limited as lessor.
3. Deed of Novation and Amendment dated 30 August 2017 between OBIC Leasing 5 Limited as existing lessor, APF 4 Projekt Nr. 6E GmbH as new lessor and Oman Air SAOC as lessee.
4. Effective Time Notice dated 31 August 2017 between OBIC Leasing 5 Limited as existing lessor, APF 4 Projekt Nr. 6E GmbH as new lessor and Oman Air SAOC as lessee.
5. Security Deposit Standby Letter of Credit no. 840BGG1501062 originally dated 28 October 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.
6. Maintenance Reserve Standby Letter of Credit no. 840BGG1501058 originally dated 28 October 2015 and confirmation dated 30 August 2017 issued by Deutsche Bank AG, London Branch, as amended and transferred from time to time.

#### **SCHEDULE III**

SCHEDULE III

VP/#73041968.6

**SCHEDULE III**  
**RESTRICTED INVESTORS**

SCHEDULE III

VP/#73041968.6

**EXHIBIT A**  
**LOAN AMORTIZATION**

EXHIBIT A  
Page 1

VP/#73041968.6

**EXHIBIT B-1**

Form of Notice of Borrowing

**NOTICE OF BORROWING**

[\_\_\_\_\_]

UMB BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

Attention:

Email:

UMB BANK, NATIONAL ASSOCIATION,  
as Mortgagee

Attention:

Email:

[LENDER TO BE INSERTED]

Ladies and Gentlemen:

We refer to the Loan Agreement, dated as of September 26, 2025, among SUN COUNTRY, INC., as Borrower, UMB BANK, NATIONAL ASSOCIATION as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended or modified from time to time, the “**Loan Agreement**”; the terms defined therein being used herein as therein defined). We hereby give you notice requesting the Loans pursuant to Section 1.2(a) of the Loan Agreement, and in that connection we set forth below the required information relating to the Loans (the “**Proposed Loans**”):

- (1) The Business Day the Proposed Loans shall be made is [\_\_].
- (2) The aggregate principal amount of the Proposed Loans is \$[ \_\_], with the Loan for each Aircraft being in an amount equal to \$[ ].
- (3) The Aircraft related to the Proposed Loans are Boeing 737-900ER aircraft bearing manufacturer’s serial numbers [\_\_].
- (4) Section 1.2(b) of the Loan Agreement is incorporated herein by reference.

EXHIBIT B-1

Page 1

Very truly yours,

**SUN COUNTRY, INC.**

By: —

Name:

Title:

EXHIBIT B-1

Page 2

VP/#73041968.6

**EXHIBIT B-2**

Form of Notice of Delayed Drawdown

**NOTICE OF DELAYED DRAWDOWN**

[ \_\_\_\_\_, \_\_\_ ]

UMB BANK, NATIONAL ASSOCIATION,  
as Administrative Agent  
Attention:  
Email:

UMB BANK, NATIONAL ASSOCIATION,  
as Mortgagee  
Attention:  
Email:

[LENDER TO BE INSERTED]

Ladies and Gentlemen:

We refer to the Loan Agreement, dated as of September 26, 2025, among SUN COUNTRY, INC., as Borrower, UMB BANK, NATIONAL ASSOCIATION as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended or modified from time to time, the “**Loan Agreement**”; the terms defined therein being used herein as therein defined). We hereby give you notice requesting the Delayed Draw Loans pursuant to Section 1.2(d) of the Loan Agreement, and in that connection we set forth below the required information relating to the Delayed Draw Loans (the “**Proposed Loans**”):

- (1) The Business Day the Proposed Loans shall be made is [\_\_\_].
- (2) The aggregate principal amount of the Proposed Loans is \$[ \_\_\_], with the Delayed Draw Loan for each Aircraft being in an amount equal to \$[ ].
- (3) Section 1.2(d) of the Loan Agreement is incorporated herein by reference.

Very truly yours,

**SUN COUNTRY, INC.**

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

## EXHIBIT C

### FORM OF TRANSFER SUPPLEMENT

Date \_\_, \_\_

Reference is made to the Loan Agreement described in Item 2 of Annex I hereto (as such Loan Agreement may hereafter be amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Unless defined in Annex I hereto, terms defined in the Loan Agreement are used herein as therein defined. \_\_ (the “**Assignor**”) and \_\_ (the “**Assignee**”) hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Loan Agreement as of the date hereof which represents the percentage interest specified in Item 4 of Annex I hereto (the “**Assigned Share**”). After giving effect to such sale and assignment, the amount of the outstanding Loan owing to the Assignee will be as set forth in Item 4 of Annex I hereto.

2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or the other Transaction Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or the other Transaction Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any party to the Transaction Documents or the performance or observance by any party to the Transaction Documents of any of their respective obligations under the Loan Agreement or the other Transaction Documents to which they are a party or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) confirms that it has received a copy of the Loan Agreement and the other Transaction Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Transfer Supplement; (ii) agrees that it will, independently and without reliance upon the Agents, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement; (iii) appoints and authorizes each Agent to take such action as an agent on its behalf and to exercise such powers under the Loan Agreement and the other Transaction Documents as are delegated to such Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; [and] (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as a Lender; and (v) attaches the forms described in Section 5.3(c) of the Loan Agreement.

EXHIBIT C

Page 1

4. Following the execution of this Transfer Supplement by the Assignor and the Assignee, an executed original hereof (together with all attachments) will be delivered to the Mortgagee. This Transfer Supplement shall be effective, unless a later date is otherwise specified in Item 5 of Annex I hereto (the “**Settlement Date**”), upon the date upon which each of the following conditions shall have been satisfied: (i) each of the Assignor and Assignee shall have executed a copy hereof and delivered the same to the other party, (ii) receipt by the Assignee of such other documentation or fees specified on Item 9 of Annex I hereto.

5. Upon the delivery of a fully executed original hereof to the Mortgagee, as of the Settlement Date of this Transfer Supplement, (i) the Assignee shall be a party to the Loan Agreement and, to the extent provided in this Transfer Supplement, have the rights and obligations of a Lender thereunder and under the other Transaction Documents and (ii) the Assignor shall, to the extent provided in this Transfer Supplement, relinquish its rights and be released from its obligations under the Loan Agreement and the other Transaction Documents.

6. It is agreed that the Assignee shall be entitled to all interest on the Assigned Share of the Loan at the rates specified in Item 6 of Annex I which are paid by the Borrower on and after the Settlement Date, such interest to be paid by the Mortgagee directly to the Assignee. It is further agreed that all payments of principal made on the Assigned Share of the Loans which occur on and after the Settlement Date will be paid directly by the Mortgagee to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor an amount specified by the Assignor in writing which represents the Assigned Share of the principal amount of the Loan pursuant to the Loan Agreement which is outstanding on the Settlement Date, and which is being assigned hereunder. The Assignor and the Assignee shall make all appropriate adjustments in payments under the Loan Agreement for periods prior to the Settlement Date directly between themselves.

7. The Borrower is an intended third party beneficiary of, and may enforce, this Transfer Supplement.

8. THIS TRANSFER SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

\*\*\*

EXHIBIT C  
Page 2

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officers to execute and deliver this Transfer Supplement, as of the date first above written, such execution also being made on Annex I hereto.

**[NAME OF ASSIGNOR],**  
as Assignor

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

**[NAME OF ASSIGNEE],**  
as Assignee

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

Acknowledged and Agreed:

[\_\_\_\_]  
as Mortgagee

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

EXHIBIT C  
Page 3

**ANNEX FOR TRANSFER SUPPLEMENT**

**ANNEX I**

1 Borrower: SUN COUNTRY, INC.

2 Name and Date of Loan Agreement:

Loan Agreement, dated as of September 26, 2025, among Sun Country, Inc., as Borrower, UMB Bank, National Association, as Administrative Agent, UMB Bank, National Association, as Mortgagee, and the Lenders from time to time party thereto, as amended to the date hereof.

3 Date of Transfer Supplement:

4 Amounts (as of date of Item 3 above):

	Assigned Commitment Share	Outstanding Principal of Loan
a. Aggregate Amount for all Lenders	\$ _____	\$ _____
b. Assigned Share	%	%
c. Amount of Assigned Share	\$ _____	\$ _____

5 Settlement Date:

6 Rate of Interest to the Assignee:

As set forth in Section 2.1 of the Loan Agreement (unless otherwise agreed to by the Assignor and the Assignee)<sup>1</sup>

7 Notice and Lending Office:

---

<sup>1</sup>The Borrower and the Administrative Agent shall direct the entire amount of the interest to the Assignee at the rate set forth in Section 2.1 of the Loan Agreement, with the Assignor and Assignee effecting the agreed upon sharing of the interest through payments by the Assignee to the Assignor.

EXHIBIT C

Page 4

ASSIGNOR:

Attention:  
Telephone:  
Telecopier:

ASSIGNEE:

Attention:  
Telephone:  
Telecopier:

8 Payment Instructions:

ASSIGNOR:

Attention:  
Reference:  
ASSIGNEE:

9 Attention:  
Reference:  
Other Documents or Fees for Closing (if any):

Acknowledged and Agreed:

**[NAME OF ASSIGNEE]**

**[NAME OF ASSIGNOR]**

By:\_\_\_

By:\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print Name and Title)

(Print Name and Title)

**EXHIBIT D-1**

Form of U.S. Certificate re: Non-Bank Status

**CERTIFICATE RE NON-BANK STATUS**

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement dated as of September 26, 2025, among SUN COUNTRY, INC, as Borrower, UMB BANK, NATIONAL ASSOCIATION, as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”).

Pursuant to the provisions of Section 5.3(c) of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s), (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Mortgagee and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or a lapse in time or change in circumstances renders any forms, certificates or other evidence obsolete or inaccurate in any material respect, the undersigned shall deliver to the Mortgagee for transmission to the Borrower such updated forms, certificates, or other evidence or promptly so inform the Borrower and the Mortgagee in writing of its inability to do so, and (2) the undersigned shall have at all times furnished the Borrower and the Mortgagee with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF LENDER]

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

Date:\_\_\_

**EXHIBIT D-2**

Form of U.S. Certificate re: Non-Bank Status

**CERTIFICATE RE NON-BANK STATUS**

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement dated as of September 26, 2025, among SUN COUNTRY, INC, as Borrower, UMB BANK, NATIONAL ASSOCIATION, as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement").

Pursuant to the provisions of Section 5.3(c) of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or a lapse in time or change in circumstances renders any forms, certificates or other evidence obsolete or inaccurate in any material respect, the undersigned shall deliver to its Participating Lender such updated forms, certificates, or other evidence or promptly so inform such Lender in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF PARTICIPANT]

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

Date:\_\_\_

EXHIBIT D-2

Page 1

## EXHIBIT D-3

Form of U.S. Certificate re: Non-Bank Status

### CERTIFICATE RE NON-BANK STATUS

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement dated as of September 26, 2025, among SUN COUNTRY, INC, as Borrower, UMB BANK, NATIONAL ASSOCIATION, as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement").

Pursuant to the provisions of Section 5.3(c) of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or a lapse in time or change in circumstances renders any forms, certificates or other evidence obsolete or inaccurate in any material respect, the undersigned shall deliver to its Participating Lender such updated forms, certificates, or other evidence or promptly so inform such Lender in writing of its inability to do so, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

EXHIBIT D-3

Page 1

[NAME OF PARTICIPANT]

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

Date:\_\_\_

EXHIBIT D-3  
Page 2

VP/#73041968.6

**EXHIBIT D-4**

Form of U.S. Certificate re: Non-Bank Status

**CERTIFICATE RE NON-BANK STATUS**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement dated as of September 26, 2025, among SUN COUNTRY, INC, as Borrower, UMB BANK, NATIONAL ASSOCIATION, as Administrative Agent, UMB BANK, NATIONAL ASSOCIATION, as Mortgagee, and the Lenders from time to time party thereto (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”).

Pursuant to the provisions of Section 5.3(c) of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s), (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Mortgagee and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, or (ii) an IRS Form W- 8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, or a lapse in time or change in circumstances renders any forms, certificates or other evidence obsolete or inaccurate in any material respect, the undersigned shall deliver to the Mortgagee for transmission to the Borrower such updated forms, certificates, or other evidence or promptly so inform the Borrower and the Mortgagee in writing of its inability to do so., and (2) the undersigned shall have at all times furnished the Borrower and the Mortgagee with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

EXHIBIT D-4

Page 1

[NAME OF LENDER]

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

Date:\_\_\_

EXHIBIT D-4  
Page 2

VP/#73041968.6

**EXHIBIT E**  
**FORM OF MORTGAGE**

EXHIBIT E  
Page 1

VP/#73041968.6

EXECUTION VERSION

---

**MORTGAGE AND SECURITY AGREEMENT**

dated as of September 26, 2025 between

**SUN COUNTRY, INC. (D/B/A SUN COUNTRY AIRLINES),**  
as Debtor

and

**UMB BANK, NATIONAL ASSOCIATION,**  
not in its individual capacity but solely as security trustee as  
Mortgagee

COVERING FIVE BOEING 737-900ER AIRCRAFT

## TABLE OF CONTENTS

<b><u>ARTICLE II GRANT OF SECURITY INTEREST</u></b>	<b>1</b>
<b><u>Section 2.01 Grant of Security Interest</u></b>	<b>1</b>
<b><u>ARTICLE III COVENANTS OF THE COMPANY</u></b>	<b>4</b>
<b><u>Section 3.01 Performance of Obligations</u></b>	<b>4</b>
<b><u>Section 3.02 Possession, Operation and Use, Maintenance, Registration and Markings</u></b>	<b>4</b>
<b><u>Section 3.03 Inspection</u></b>	<b>9</b>
<b><u>Section 3.04 Replacement and Pooling of Parts, Alterations, Modifications and Additions; Substitution of Engines</u></b>	<b>9</b>
<b><u>Section 3.05 Loss, Destruction or Requisition</u></b>	<b>14</b>
<b><u>Section 3.06 Insurance</u></b>	<b>15</b>
<b><u>Section 3.07 Filings; Change of Office</u></b>	<b>16</b>
<b><u>ARTICLE IV REMEDIES</u></b>	<b>16</b>
<b><u>Section 4.01 Remedies</u></b>	<b>16</b>
<b><u>Section 4.02 Return of Aircraft, Etc</u></b>	<b>17</b>
<b><u>Section 4.03 Remedies Cumulative</u></b>	<b>18</b>
<b><u>Section 4.04 Discontinuance of Proceedings</u></b>	<b>19</b>
<b><u>Section 4.05 Waiver of Past Defaults</u></b>	<b>19</b>
<b><u>Section 4.06 Appointment of Receiver</u></b>	<b>19</b>
<b><u>Section 4.07 The Mortgagee Authorized to Execute Bills of Sale, Etc</u></b>	<b>19</b>
<b><u>Section 4.08 Limitations Under CRAE</u></b>	<b>19</b>
<b><u>ARTICLE V RECEIPT, DISTRIBUTION AND APPLICATION OF PAYMENTS</u></b>	<b>20</b>
<b><u>Section 5.01 Payments; Basic Distributions</u></b>	<b>20</b>
<b><u>Section 5.02 Prepayment</u></b>	<b>20</b>
<b><u>Section 5.03 Payments After Event of Default</u></b>	<b>21</b>
<b><u>Section 5.04 Certain Payments</u></b>	<b>22</b>
<b><u>Section 5.05 Other Payments</u></b>	<b>22</b>
<b><u>ARTICLE VI DUTIES OF THE MORTGAGEE</u></b>	<b>22</b>
<b><u>Section 6.01 Notice of Event of Default; Action Upon Event of Default</u></b>	<b>22</b>
<b><u>Section 6.02 Action Upon Instructions</u></b>	<b>22</b>
<b><u>Section 6.03 Indemnification</u></b>	<b>23</b>

<a href="#"><u>Section 6.04</u></a>	<a href="#"><u>No Duties Except as Specified in Mortgage or Instructions</u></a>	23
<a href="#"><u>Section 6.05</u></a>	<a href="#"><u>No Action Except Under Mortgage</u></a>	23
<a href="#"><u>Section 6.06</u></a>	<a href="#"><u>Reports, Notices, Etc</u></a>	24
<a href="#"><u>Section 6.07</u></a>	<a href="#"><u>No Charges</u></a>	24
<a href="#"><u>ARTICLE VII THE MORTGAGEE</u></a> 24		
<a href="#"><u>Section 7.01</u></a>	<a href="#"><u>Acceptance of Trusts and Duties</u></a>	24
<a href="#"><u>Section 7.02</u></a>	<a href="#"><u>Absence of Duties</u></a>	24
<a href="#"><u>Section 7.03</u></a>	<a href="#"><u>No Representations or Warranties as to any Aircraft or Documents</u></a>	25
<a href="#"><u>Section 7.04</u></a>	<a href="#"><u>No Segregation of Moneys; No Interest</u></a>	25
<a href="#"><u>Section 7.05</u></a>	<a href="#"><u>Reliance; Advice of Counsel</u></a>	25
<a href="#"><u>Section 7.06</u></a>	<a href="#"><u>Capacity in Which Acting</u></a>	25
<a href="#"><u>ARTICLE VIII SUPPLEMENTS AND AMENDMENTS TO THIS MORTGAGE AND OTHER DOCUMENTS</u></a> 27		
<a href="#"><u>Section 8.01</u></a>	<a href="#"><u>Amendments</u></a>	27
<a href="#"><u>Section 8.02</u></a>	<a href="#"><u>No Request Necessary for Mortgage Supplement</u></a>	27
<a href="#"><u>ARTICLE IX MISCELLANEOUS</u></a> 27		
<a href="#"><u>Section 9.01</u></a>	<a href="#"><u>Termination of Mortgage</u></a>	27
<a href="#"><u>Section 9.02</u></a>	<a href="#"><u>Bankruptcy</u></a>	28
<a href="#"><u>Section 9.03</u></a>	<a href="#"><u>No Legal Title to Collateral in Secured Parties or Related Secured Parties.....</u></a>	28
<a href="#"><u>Section 9.04</u></a>	<a href="#"><u>Sale of Collateral by Mortgagee Is Binding</u></a>	28
<a href="#"><u>Section 9.05</u></a>	<a href="#"><u>Mortgage for Benefit of the Company, Mortgagee and Secured Parties..</u></a>	28
<a href="#"><u>Section 9.06</u></a>	<a href="#"><u>Notices</u></a>	28
<a href="#"><u>Section 9.07</u></a>	<a href="#"><u>Severability</u></a>	29
<a href="#"><u>Section 9.08</u></a>	<a href="#"><u>No Oral Modification or Continuing Waivers</u></a>	29
<a href="#"><u>Section 9.09</u></a>	<a href="#"><u>Successors and Assigns</u></a>	29
<a href="#"><u>Section 9.10</u></a>	<a href="#"><u>Headings</u></a>	29
<a href="#"><u>Section 9.11</u></a>	<a href="#"><u>Governing Law; Submission to Jurisdiction; Venue</u></a>	29
<a href="#"><u>Section 9.12</u></a>	<a href="#"><u>Waiver of Trial by Jury</u></a>	30
<a href="#"><u>Section 9.13</u></a>	<a href="#"><u>Counterparts</u></a>	30

- ANNEX A - Definitions
- ANNEX B - Insurance
- ANNEX C - Foreign Registration
- EXHIBIT A - Form of Mortgage Supplement

VP/#73042296.4

## MORTGAGE AND SECURITY AGREEMENT

**MORTGAGE AND SECURITY AGREEMENT**, dated as of September 26, 2025 (the “**Mortgage**”), between **SUN COUNTRY, INC. (d/b/a Sun Country Airlines)**, a Minnesota corporation (the “**Company**”), and **UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as security trustee, as Mortgagee (the “**Mortgagee**”).

### WITNESSETH:

**WHEREAS**, pursuant to the terms and conditions of that certain Term Loan Agreement dated as of date hereof (the “**Loan Agreement**”) among the Company, UMB Bank, National Association not in its individual capacity but solely as the Administrative Agent, the lenders party thereto from time to time (the “**Lenders**”), the Lenders have agreed to make term loans (the “**Loans**”) to the Company;

**WHEREAS**, all capitalized terms used herein shall have the respective meanings referred to in Article I hereof;

**WHEREAS**, the Company desires by this Mortgage, among other things, to grant to the Mortgagee for the benefit of the Lenders and other Secured Parties a first priority perfected security interest in the Collateral in accordance with the terms hereof, as security for the Loan and all other Secured Obligations; and

**WHEREAS**, all things necessary to make this Mortgage the valid, binding and legal obligation of the Company for the uses and purposes herein set forth, in accordance with its terms, have been done and performed and have happened;

**NOW, THEREFORE**, the Company and the Mortgagee agree as follows:

### Article I

#### DEFINITIONS

Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference, and shall be construed in the manner described, in Annex A hereto or the Loan Agreement, as the case may be.

### Article II

#### GRANT OF SECURITY INTEREST

**Section 2.01 Grant of Security Interest.** In order to secure the payment and performance of the Secured Obligations from time to time outstanding according to their tenor and effect and to secure the performance and observance by the Company of all the agreements, covenants and provisions contained herein and in the other Transaction Documents for the benefit of the Secured Parties, and in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged, the Company has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey,

mortgage, pledge and confirm, unto the Mortgagee, its successors and assigns, for the security and benefit of the Secured Parties, a security interest (and, in the case of each Airframe and each Engine, an International Interest) in all right, title and interest of the Company in, to and under the following described property, rights and privileges, whether now or hereafter acquired (which, collectively, together with all property hereafter specifically subject to the Lien of this Mortgage by the terms hereof or any supplement hereto, are included within, and are referred to as, the “**Collateral**”), to wit:

(1) The five (5) Boeing 737-900ER Aircraft, including the Airframes and associated Engines, each of which Engine is a CFM International, S.A. CFM56-7B26E jet propulsion aircraft engine with at least 1750 lb of thrust or its equivalent (such Airframes and Engines more particularly described in each Mortgage Supplement executed and delivered by the Company as provided herein) as the same is now and will hereafter be constituted, and in the case of such Engines, whether or not any such Engine shall be installed in or attached to the Airframe or any other airframe, together with (a) all Parts of whatever nature, which are from time to time included within the definitions of “Airframe” or “Engines”, including all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Airframe and Engines (other than additions, improvements, accessions and accumulations which constitute appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment excluded from the definition of Parts) and (b) all Aircraft Documents;

(2) Each of the following documents:

- (a) the Bills of Sale for each Aircraft;
- (b) each Lease Document relating to any Oman Aircraft (including any Letters of Credit); and
- (c) each Consent and Agreement and each Engine Consent and Agreement;

together with all rights, powers, privileges, licenses, easements, options and other benefits of the Company under each contract, agreement and instrument referred to in this clause (2), including, without limitation, the right to receive and collect all payments to the Company thereunder now or hereafter payable to or receivable by the Company pursuant thereto and the right of the Company to execute any election or option or to give any notice, consent, waiver or approval, to receive notices and other instruments or communications, or to take any other action under or in respect of any thereof or to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which the Company is or may be entitled to do thereunder and any right to restitution from any lessee or any other Person in respect of any determination of invalidity of any thereof to the extent the same are unconditionally assignable (or the conditions to assignment have been met) and the same are not assigned or otherwise subject to security pursuant to other Security Documents;

(3) All proceeds with respect to the requisition of title to or use of any Aircraft, Airframe or any Engine by any Government Entity or from the sale or other disposition of any Aircraft, Airframe, Engine or other property described in any of these Granting Clauses by the Mortgagee pursuant to the terms of this Mortgage, and all insurance proceeds with respect

to any Aircraft, Airframe, Engine or part thereof, but excluding any insurance maintained by the Company and not required under Section 3.06;

(4) Any Oman Lease of the Oman Aircraft, including, but not limited to, (x) all rents or other amounts or payments of any kind paid or payable by the Oman Lessee under such Oman Lease (including, without limitation, all return compensation, maintenance reserves and security deposits, as applicable, with respect to such Oman Lease), if any, whether cash, or in the nature of a letter of credit (including any Letter of Credit) or a guaranty, credit insurance, lien on or security interest in property or otherwise for the obligations of the relevant lessee thereunder as well as all rights of the Company to enforce payment of any such rents, amounts or payments, (y) all rights of the Company to exercise any election or option to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of such Oman Lease, as well as the rights, powers and remedies on the part of the Company, whether acting under such Oman Lease or by statute or at law or in equity, or otherwise, arising out of any default under such Oman Lease, and (z) any right to restitution from the Oman Lessee under such Oman Lease in respect of any determination of invalidity of such Oman Lease;

(5) All warranties with respect to any Aircraft or any part thereof, including as set forth in the Consents and Agreements and the Engine Consents and Agreements

(6) All monies and securities from time to time deposited or required to be deposited with the Mortgagee by or for the account of the Company pursuant to any terms of this Mortgage, the Loan Agreement or any lease, held or required hereby or any lease to be held by the Mortgagee hereunder; and

(7) All proceeds of the foregoing.

**PROVIDED, HOWEVER,** that notwithstanding any of the foregoing provisions, so long as no Event of Default shall have occurred and be continuing, (a) each of the Secured Parties shall not (and shall not permit any of its Affiliates or other Person lawfully claiming by, through or under it to) take or cause to be taken any action contrary to the Company's rights set forth herein and in the Loan Agreement to the quiet enjoyment of the Airframes and Engines, and to possess, use, retain and control the Airframes and Engines and all revenues, income and profits derived therefrom without hindrance and (b) the Company shall have the right, to the exclusion of the Mortgagee, the Secured Parties, with respect to the Pledged Agreements, to exercise in the Company's name all rights and powers of the Company under the Pledged Agreements (other than to amend, modify or waive any of the warranties or indemnities contained therein, except in the exercise of the Company's reasonable business judgment) and to retain any recovery or benefit resulting from the enforcement of any warranty or indemnity under the Pledged Agreements; and provided further that, notwithstanding the occurrence or continuation of an Event of Default, the Mortgagee shall not enter into any amendment of any Pledged Agreement which would increase the obligations of the Company thereunder.

**TO HAVE AND TO HOLD** all and singular the aforesaid property unto the Mortgagee, and its successors and assigns, in trust for the equal and proportionate benefit and security of the Secured Parties for the uses and purposes and in all cases and as to all property specified in paragraphs (1) through (7) inclusive above, subject to the terms and provisions set forth in this Mortgage.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Company shall remain liable under the Pledged Agreements to perform all of the obligations assumed by it thereunder, except to the extent prohibited or excluded from doing so pursuant to the terms and provisions thereof, and the Secured Parties shall have no obligation or liability under the Pledged Agreements by reason of or arising out of the assignment hereunder, nor shall the Secured Parties be required or obligated in any manner to perform or fulfill any obligations of the Company under or pursuant to the Pledged Agreements, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The Company does hereby constitute the Mortgagee the true and lawful attorney of the Company, irrevocably, granted for good and valuable consideration and coupled with an interest and with full power of substitution, and with full power (in the name of the Company or otherwise) to ask for, require, demand, receive, compound and give acquittance for any and all monies and claims for monies (in each case including insurance and requisition proceeds) due and to become due under or arising out of the Pledged Agreements, and all other property which now or hereafter constitutes part of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Mortgagee may deem to be necessary or advisable in the premises; provided that the Mortgagee shall not exercise any such rights except upon the occurrence and during the continuance of an Event of Default.

The Company agrees that at any time and from time to time, upon the written request of the Mortgagee, the Company will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents (including without limitation UCC continuation statements) as the Mortgagee may reasonably deem necessary to perfect, preserve or protect the mortgage, security interests and assignments created or intended to be created hereby or to obtain for the Mortgagee the full benefits of the assignment hereunder and of the rights and powers herein granted.

### **Article III**

#### **COVENANTS OF THE COMPANY**

**Section 3.01** Performance of Obligations. The Company promises to pay and perform all Secured Obligations from time to time outstanding according to their tenor and effect, including all the agreements, covenants and provisions contained herein and in the other Transaction Documents, for the benefit of the Secured Parties.

**Section 3.02** Possession, Operation and Use, Maintenance, Registration and Markings.

(a) General. Except as otherwise expressly provided herein, the Company and the Oman Lessee shall be entitled to operate, use, locate, employ or otherwise utilize or not utilize any Airframe, any Engine or any Part in any lawful manner or place in accordance with the Company's or the Oman Lessee's business judgment.

(b) Possession. The Company, without the prior consent of the Mortgagee, shall not lease or otherwise in any manner deliver, transfer or relinquish possession of any Aircraft, any Airframe or any Engine or install any Engine, or permit any Engine to be installed, on any airframe other than the associated Airframe; except that the Company may, without such prior written consent of the Mortgagee:

(i) From and after the Closing Date for a Loan related to an Oman Aircraft, lease such Oman Aircraft to the Oman Lessee pursuant to the relevant Oman Lease;

(ii) Subject or permit the Oman Lessee to subject (i) the relevant Airframe to normal interchange agreements and (ii) any related Engine to normal interchange, pooling, borrowing or similar arrangements, in each case customary in the commercial airline industry and entered into in writing by the Company or the Oman Lessee, as the case may be, in the ordinary course of business; provided, however, that if the Company's title to such Airframe or any such Engine is divested under any such agreement or arrangement, then such Airframe or such Engine, as the case may be, shall be deemed to have suffered an Event of Loss as of the date of such divestiture, and the Company shall comply with Section 3.05(a) or 3.04(e), as the case may be, in respect thereof;

(iii) Deliver or permit the Oman Lessee to deliver possession of any Aircraft, any Airframe, any Engine or Part (x) to the Airframe Manufacturer, the Engine Manufacturer, the manufacturer thereof or to any third-party maintenance provider for testing, service, repair, maintenance or overhaul work on such Aircraft, any Airframe, any Engine or Part, or, to the extent required or permitted by Section 3.04, for alterations or modifications in or additions to such Aircraft, Airframe or any Engine or (y) to any Person for the purpose of transport to a Person referred to in the preceding clause (x) of this paragraph;

(iv) Install or permit the Oman Lessee to install any Engine on an airframe owned by the Company or the Oman Lessee, as the case may be, provided that such installation shall not cause a Lien to attach to such Engine, except (x) Permitted Liens and those that do not apply to such Engine, and (y) the rights of third parties under normal interchange or pooling agreements and arrangements of the type that would be permitted under Section 3.02(b)(i);

(v) Install or permit the Oman Lessee to install any Engine on an airframe leased to the Company or the Oman Lessee, or owned by the Company or the Oman Lessee subject to a mortgage, security agreement, conditional sale or other secured financing arrangement, but only if (x) such airframe is free and clear of all Liens, except (A) the rights of the parties to such lease, or any such secured financing arrangement, covering such airframe and (B) Liens of the type permitted by clause (iii) above and (y) the Company or the Oman Lessee, as the case may be, shall have received from the lessor, mortgagee, secured party or conditional seller, in respect of such airframe, a written agreement (which may be a copy of the lease, mortgage, security agreement, conditional sale or other agreement covering such airframe), whereby such Person agrees that it will not acquire or claim any right, title or interest in, or Lien on, such Engine by reason of such Engine being installed on such airframe at any time while such Engine is subject to the Lien of this Mortgage;

(vi) Install or permit the Oman Lessee to install any Engine on an airframe leased to the Company or the Oman Lessee or owned by the Company or the Oman Lessee subject to a mortgage, security agreement, conditional sale or other secured

financing arrangement under circumstances where neither clause (iii) or (iv) above is applicable; provided, however, that any such installation shall be deemed an Event of Loss with respect to such Engine, and the Company shall comply with Section 3.04(e) in respect thereof;

(vii) Transfer or permit the Oman Lessee to transfer possession of any Aircraft, any Airframe or any Engine to the U.S. Government, in which event the Company shall promptly notify the Mortgagee in writing of any such transfer of possession and, in the case of any transfer pursuant to CRAF, in such notification shall identify by name, address and telephone numbers the Contracting Office Representative or Representatives for the Military Airlift Command of the United States Air Force to whom notices must be given and to whom requests or claims must be made to the extent applicable under CRAF;

(viii) Enter into a Wet Lease or other similar arrangement with respect to any Aircraft, any Airframe or any other airframe on which any Engine may be installed (which shall not be considered a transfer of possession hereunder); provided that the Company's obligations hereunder shall continue in full force and effect notwithstanding any such Wet Lease or other similar arrangement;

(ix) [Intentionally Omitted];

The Mortgagee hereby agrees, each other Secured Party by execution of the Loan Agreement or a "Transfer Supplement" thereunder agrees, for the benefit of each lessor, conditional seller, indenture trustee or secured party of any engine leased to, or owned by, the Company or the Oman Lessee subject to a lease, conditional sale, trust indenture or other security agreement that Mortgagee, each Secured Party, and their respective successors and assigns will not acquire or claim, as against such lessor, conditional seller, indenture trustee or secured party, any right, title or interest in any engine as the result of such engine being installed on the relevant Airframe at any time while such engine is subject to such lease, conditional sale, trust indenture or other security agreement and owned by such lessor or conditional seller or subject to a trust indenture or security interest in favor of such indenture trustee or secured party.

(c) Operation and Use. So long as an Aircraft, Airframe or Engine is subject to the Lien of this Mortgage, the Company shall not (or permit the Oman Lessee to) operate, use or locate such Aircraft, Airframe or Engine, or allow such Aircraft, Airframe or Engine to be operated, used or located, (i) in any area excluded from coverage by any insurance required by the terms of Section 3.06, except in the case of a requisition by the U.S. Government where the Company obtains indemnity in lieu of such insurance from the U.S. Government, or insurance from the U.S. Government, against substantially the same risks and for at least the amounts of the insurance required by Section 3.06 covering such area, or (ii) in any recognized area of hostilities unless covered in accordance with Section 3.06 by war risk insurance, or in either case unless such Aircraft, Airframe or Engine is only temporarily operated, used or located in such area as a result of an emergency, equipment malfunction, navigational error, hijacking, weather condition or other similar unforeseen circumstance, so long as the Company diligently and in good faith proceeds to remove such Aircraft, Airframe or Engine from such area. So long as an Aircraft, Airframe or Engine is subject to the Lien of this Mortgage, the Company shall not permit such Aircraft, Airframe or Engine to be used, operated, maintained, serviced, repaired or overhauled (x) in violation of any Law binding on or applicable to such Aircraft, Airframe, or Engine or (y) in violation of any airworthiness certificate, license or registration of any Government Entity relating to such Aircraft, Airframe or Engine, except (i) immaterial or non-recurring violations with respect to which corrective measures are taken promptly by the

Company or the Oman Lessee, as the case may be, upon discovery thereof, or (ii) to the extent the validity or application of any such Law or requirement relating to any such certificate, license or registration is being contested in good faith by the Company or the Oman Lessee in any reasonable manner which does not involve any material risk of the sale, forfeiture or loss of such Aircraft, Airframe or Engine, any material risk of criminal liability or material civil penalty against the Mortgagee or any Secured Party or impair the Mortgagee's security interest in such Aircraft, Airframe or Engine.

(d) Maintenance and Repair. So long as an Aircraft, Airframe or Engine is subject to the Lien of this Mortgage, the Company shall cause such Aircraft, Airframe and Engine (and any engine installed on the relevant Airframe which is not an Engine) to be maintained, serviced, repaired and overhauled in accordance with (i) maintenance standards required by the government of registry of such Aircraft, but in all events substantially equivalent to those required by the FAA or, if such Aircraft or any aircraft on which such Engine is then installed is then registered in a jurisdiction other than the United States, the FAA, the central aviation authority of Canada, Japan or the European Aviation Safety Agency, so as to (A) keep such Aircraft, Airframe and Engine in as good operating condition as on the Closing Date, ordinary wear and tear excepted, and (B) keep such Aircraft in such operating condition as may be necessary to enable the applicable airworthiness certification of such Aircraft to be maintained under the regulations of the FAA or other Aviation Authority then having jurisdiction over the operation of such Aircraft, except in any such case during (x) temporary periods of storage in accordance with applicable regulations, (y) periods of maintenance and modification permitted hereunder or (z) periods when the FAA or such other Aviation Authority has revoked or suspended the airworthiness certificates for Boeing 737-900ER aircraft unless such grounding by the FAA or Aviation Authority was caused by the failure of the Company to maintain, service, repair and overhaul such Aircraft in the manner required hereby; and (ii) if applicable, except during periods when the Oman Lease with respect to such Aircraft, Airframe or Engine is in effect, the same standards as the Company uses with respect to similar aircraft of similar size in its fleet operated by the Company in similar circumstances and, if applicable, during any period in which an Oman Lease with respect to such Aircraft, Airframe or Engine is in effect, the same standards used by the Oman Lessee with respect to similar aircraft of similar size in its fleet and operated by the Oman Lessee in similar circumstances. The Company further agrees that the Aircraft, Airframe and Engines will be maintained, used, serviced, repaired, overhauled or inspected in compliance with applicable Laws with respect to the maintenance of the Aircraft, Airframes and Engines and in compliance with each applicable airworthiness certificate, license and registration relating to such Aircraft, Airframe or Engine issued by the Aviation Authority, other than minor or nonrecurring violations with respect to which corrective measures are taken upon discovery thereof and except to the extent the Company or the Oman Lessee is contesting in good faith the validity or application of any such Law or requirement relating to any such certificate, license or registration in any reasonable manner which does not create a material risk of sale, loss or forfeiture of such Aircraft, Airframe or Engine or the interest of the Mortgagee therein, or any material risk of criminal liability or material civil penalty against the Mortgagee or any Secured Party. The Company shall maintain or cause to be maintained the Aircraft Documents in the English language.

(e) Registration.

(i) On or prior to the Closing Date for a Loan related to an Oman Aircraft, such Oman Aircraft shall be duly registered with the Aviation Authority of the Sultanate of Oman pursuant to the terms of the relevant Oman Lease. On or prior to the Closing Date for a Loan related to Aircraft that is not an Oman Aircraft, such Aircraft shall be duly registered with the FAA. Subject to Section 3.02(e)(ii) and with respect to an Oman Aircraft, as soon as practicable following the expiration or other early termination of the relevant Oman Lease, the Company shall, at its sole cost and expense,

cause such Oman Aircraft to be duly re-registered in its name under the Act with the FAA. Upon such re-registration under the Act with the FAA and, at all times with respect to an Aircraft that is not an Oman Aircraft, the Company shall (i) cause this Mortgage to be duly recorded at the FAA and at all times maintained of record as a valid, first-priority perfected mortgage (subject to Permitted Liens) on the Company's right, title and interest in each Aircraft, Airframe and Engine, (ii) cause the International Interest granted under this Mortgage in favor of the Mortgagee in such Airframe or such Engine to be registered on the International Registry as an International Interest on such Airframe and Engine and (iii) provide the Mortgagee, the Administrative Agent and the Lenders with an opinion of FAA counsel on the due registration of such Aircraft and this Mortgage with the FAA and the registration of the International Interests created by this Mortgage on the International Registry, which opinion shall be in form and substance reasonably satisfactory to the Administrative Agent.

(ii) Following the expiration or other early termination of the Oman Lease of an Oman Aircraft and the re-registration of such Aircraft in the United States pursuant to Section 3.02(e)(i), except as otherwise permitted by this Section 3.02(e)(ii), the Company shall cause such Aircraft at all times thereafter to remain registered with the FAA.

(f) Markings. On or reasonably promptly after the Closing Date, the Company will cause to be affixed to, and maintained in, the cockpit of each Aircraft and on each Engine, in a clearly visible location, a placard of a reasonable size and shape bearing the legend: "Subject to a security interest in favor of UMB BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Mortgagee." Such placards may be removed temporarily, if necessary, in the course of maintenance of the Airframe or Engines. If any such placard is damaged or becomes illegible, the Company shall promptly replace it with a placard complying with the requirements of this Section. If the Mortgagee is replaced or its name is changed, the Company shall replace such placards with new placards reflecting the correct name of the Mortgagee promptly after the Company receives notice of such replacement or change and, if resulting from a replacement by the Lenders of the Mortgagee not for cause, advancement from the Lenders of its reasonable costs of making such replacement.

### **Section 3.03** Inspection.

(a) At all reasonable times, so long as an Aircraft is subject to the Lien of this Mortgage, the Secured Parties and their respective authorized representatives (the "**Inspecting Parties**") may (not more than once every 12 months for all Inspecting Parties, unless an Event of Default shall be continuing, in which case such limitation shall not apply) inspect such Aircraft and the related Aircraft Documents.

(b) Any inspection of any Aircraft hereunder shall be limited to a visual, walk-around inspection and shall not include the opening of any panels, bays or other components of such Aircraft, and no such inspection shall interfere with the Company's or any Lessee's maintenance and operation of such Aircraft.

(c) With respect to such rights of inspection, no Secured Party shall have any duty or liability to make, or any duty or liability by reason of not making, any such visit, inspection or survey.

(d) Each Inspecting Party, subject to the last sentence of Section 4.01, shall bear its own expenses in connection with any such inspection provided that all such expenses incurred while an Event of Default shall be continuing shall be paid by the Company.

**Section 3.04 Replacement and Pooling of Parts, Alterations, Modifications and Additions; Substitution of Engines.**

(a) **Replacement of Parts.** Except as otherwise provided herein, so long as an Airframe or an Engine is subject to the Lien of this Mortgage, the Company, at its own cost and expense, will, or will cause the Oman Lessee to, at its own cost and expense, promptly replace (or cause to be replaced) all Parts which may from time to time be incorporated or installed in or attached to such Airframe or Engine and which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. In addition, the Company may, at its own cost and expense, or may permit the Oman Lessee at its own cost and expense to, remove (or cause to be removed) in the ordinary course of maintenance, service, repair, overhaul or testing any Parts, whether or not worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use; provided, however, that the Company, except as otherwise provided herein, at its own cost and expense, will, or will cause the Oman Lessee at its own cost and expense to, replace such Parts as promptly as practicable. All replacement parts shall be owned by the Company free and clear of all Liens, except for Permitted Liens and except to the extent permitted by Section 3.04(c) below (and except in the case of replacement property temporarily installed on an emergency basis) and shall be in as good an operating condition and have a value and utility not less than the value and utility of the Parts replaced (assuming such replaced Parts were in the condition required hereunder).

(b) **Parts Subject to Lien.** Except as otherwise provided herein, any Part at any time removed from any Airframe or any Engine shall remain subject to the Lien of this Mortgage, no matter where located, until such time as such Part shall be replaced by a part that has been incorporated or installed in or attached to such Airframe or such Engine and that meets the requirements for replacement parts specified above. Immediately upon any replacement part becoming incorporated or installed in or attached to any Airframe or any Engine as provided in Section 3.04(a), without further act, (i) the replaced Part shall thereupon be free and clear of all rights of the Mortgagee and shall no longer be deemed a Part hereunder and (ii) such replacement part shall become subject to this Mortgage and be deemed part of such Airframe or such Engine, as the case may be, for all purposes hereof to the same extent as the Parts originally incorporated or installed in or attached to such Airframe or such Engine.

(c) **Pooling of Parts.** Any Part removed from any Airframe or any Engine may be subjected by the Company or the Oman Lessee to a normal pooling arrangement customary in the airline industry and entered into in the ordinary course of business of the Company or the Oman Lessee, provided that the part replacing such removed Part shall be incorporated or installed in or attached to such Airframe or such Engine in accordance with Sections 3.04(a) and 3.04(b) as promptly as practicable after the removal of such removed Part. In addition, any replacement part when incorporated or installed in or attached to any Airframe or any Engine may be owned by any third party, subject to a normal pooling arrangement, so long as the Company or the Oman Lessee, at its own cost and expense, as promptly thereafter as reasonably possible, either (i) causes such replacement part to become the property of the Company subject to the Lien of this Mortgage, free and clear of all Liens except Permitted Liens, at which time such replacement part shall become a Part or (ii) replaces (or causes to be replaced) such replacement part by incorporating or installing in or attaching to the Airframe or such Engine a further replacement part owned by the Company free and clear of all Liens except Permitted Liens and which shall become subject to the Lien of this Mortgage in accordance with Section 3.04(b).

(d) **Alterations, Modifications and Additions.** Except as the Oman Lessee is otherwise permitted pursuant to the applicable Oman Lease for applicable Oman Aircraft, the Company shall, or shall cause the Oman Lessee to, make (or cause to be made) alterations and

modifications in and additions to any Aircraft as may be required to be made from time to time to meet the applicable standards of the FAA or other Aviation Authority having jurisdiction over the operation of such Aircraft, to the extent made mandatory in respect of such Aircraft; provided, however, that the Company or the Oman Lessee may, in good faith and by appropriate procedure, contest the validity or application of any law, rule, regulation or order in any reasonable manner which does not materially adversely affect the Mortgagee's interest in such Aircraft and does not involve any material risk of sale, forfeiture or loss of such Aircraft or the interest of the Mortgagee therein, or any material risk of material civil penalty or any material risk of criminal liability being imposed on the Mortgagee or any Secured Party. In addition, the Company, at its own expense, may, or may permit the Oman Lessee at its own cost and expense to, from time to time make or cause to be made such alterations and modifications in and additions to the Airframe or any Engine (each an "**Optional Modification**") as the Company or the Oman Lessee may deem desirable in the proper conduct of its business including, without limitation, removal of Parts which the Company deems are obsolete or no longer suitable or appropriate for use in the Airframe or such Engine ("**Obsolete Parts**"), so long as the aggregate value of such Obsolete Parts (other than Removable Parts) (based on their value as of the Closing Date) does not exceed the Obsolete Part Limit; provided, however, that no such Optional Modification to the Airframe or any Engine shall (i) materially diminish the fair market value, utility or remaining useful life of such Aircraft or such Engine below its fair market value, utility or remaining useful life immediately prior to such Optional Modification (assuming such Aircraft or Engine was in the condition required by the Mortgage immediately prior to such Optional Modification) or (ii) cause such Aircraft to cease to have the applicable standard certificate of airworthiness, except that such certificate of airworthiness temporarily may be replaced by an experimental certificate during the process of implementing and testing such Optional Modification and securing related FAA recertification of such Aircraft. All Parts incorporated or installed in or attached to the Airframe or any Engine as the result of any alteration, modification or addition effected by the Company shall be owned by the Company free and clear of any Liens except Permitted Liens and become subject to the Lien of this Mortgage; provided that the Company or the Oman Lessee may, at any time so long as the Airframe or any Engine is subject to the Lien of this Mortgage, remove any such Part (such Part being referred to herein as a "**Removable Part**") from the Airframe or such Engine if (i) such Part is in addition to, and not in replacement of or in substitution for, any Part originally incorporated or installed in or attached to the Airframe or such Engine at the time of original delivery thereof by the manufacturer or any Part in replacement of, or in substitution for, any such original Part, (ii) such Part is not required to be incorporated or installed in or attached or added to the Airframe or such Engine pursuant to the terms of Section 3.02(d) or the first sentence of this Section 3.04(d) and (iii) such Part can be removed from the Airframe or such Engine without impairing the airworthiness or materially diminishing the fair market value, utility or remaining useful life which the Airframe or such Engine would have had at the time of removal had such removal not been effected by the Company, assuming such Aircraft was otherwise maintained in the condition required by this Mortgage and such Removable Part had not been incorporated or installed in or attached to the Airframe or such Engine. Upon the removal by the Company of any such Removable Part or Obsolete Part as above provided, title thereto shall, without further act, be free and clear of all rights of the Mortgagee and such Removable Part or Obsolete Part shall no longer be deemed a Part hereunder. Removable Parts may be leased from or financed by (and subject to Liens thereunder in favor of) third parties other than the Mortgagee.

(e) Substitution of Engines. Upon the occurrence of an Event of Loss with respect to any Engine under circumstances in which such Event of Loss has not occurred with respect to the Airframe, the Company shall promptly (and in any event within 15 days after such occurrence) give the Mortgagee written notice of such Event of Loss. Whether or not an Event of Loss with respect to any Engine has occurred, the Company shall have the right at its option at any time so long as no Special Default or Event of Default is continuing, on at least ten (10)

Business Days' prior notice to the Mortgagee, to substitute, and if an Event of Loss shall have occurred with respect to any Engine under circumstances in which such Event of Loss has not occurred with respect to the Airframe, shall within 60 days of the occurrence of such Event of Loss substitute, a Replacement Engine for any Engine. In such event, immediately upon the effectiveness of such substitution and without further act, (i) the replaced Engine shall thereupon be free and clear of all rights of the Mortgagee and the Lien of this Mortgage and shall no longer be deemed an Engine hereunder and (ii) such Replacement Engine shall become subject to this Mortgage for all purposes hereof to the same extent as the replaced Engine. Such Replacement Engine (i) shall be manufactured by the Engine Manufacturer of the Engine being replaced, (ii) shall be of the same model as the Engine to be replaced thereby, or an improved model, that is suitable for installation and use on the Airframe and is compatible with the other Engine, shall have a value, utility and remaining useful life (without regard to hours and cycles remaining until overhaul) at least equal to the Engine to be replaced thereby (assuming that such Engine had been maintained in accordance with this Mortgage) and (iv) at the time of substitution, shall be free and clear of all Liens except Permitted Liens not Liens of Record. The Company's right to make a replacement hereunder shall be subject to the fulfillment (which may be simultaneous with such replacement) of the following conditions precedent at the Company's sole cost and expense, and the Mortgagee agrees to cooperate with the Company to the extent necessary to enable it to timely satisfy such conditions:

(i) an executed counterpart of each of the following documents shall be delivered to the Mortgagee:

(A) a Mortgage Supplement covering the Replacement Engine, which shall have been duly filed for recordation pursuant to the Act or such other applicable law of the jurisdiction other than the United States in which the Airframe is registered in accordance with Section 3.02(e), as the case may be;

(B) a full warranty (as to title) bill of sale, covering the Replacement Engine, executed by the former owner thereof in favor of the Company (or, at the Company's option, other evidence of the Company's ownership of such Replacement Engine, reasonably satisfactory to the Mortgagee); and

(C) UCC financing statements covering the security interests created by this Mortgage (or any similar statements or other documents required to be filed or delivered pursuant to the laws of the jurisdiction in which the Airframe may be registered) as are deemed necessary or desirable by counsel for the Mortgagee or the Lenders to protect the security interests of the Mortgagee in the Replacement Engine;

(ii) the Company shall have furnished to the Secured Parties an opinion of counsel from counsel reasonably satisfactory to the Mortgagee to the effect that (A) the Lien of this Mortgage is in full force and effect with respect to the Replacement Engine and (B) in the event the Replacement Engine is replacing an Engine that has not suffered an Event of Loss, the Mortgagee will have the benefits of Section 1110 with respect to the Replacement Engine, provided that such opinion with respect to Section 1110 need not be delivered to the extent that immediately prior to such replacement the benefits of Section 1110 were not, solely by reason of change in law or court interpretation thereof, available to the Mortgagee with respect to such Engine being replaced

(iii) the Company shall have furnished to the Secured Parties such evidence of compliance with the insurance provisions of Section 3.06 with respect to such Replacement Engine as the Mortgagee shall reasonably request;

(iv) the Company shall have furnished to the Secured Parties an opinion of the Company's aviation law counsel reasonably satisfactory to the Mortgagee and addressed to the Secured Parties as to the due filing for recordation of the Mortgage Supplement with respect to such Replacement Engine under the Act or such other applicable law of the jurisdiction other than the United States in which the relevant Airframe is registered in accordance with Section 3.02(e), as the case may be, the registration with the International Registry of the sale to the Company of such Replacement Engine and the registration of the International Interest granted under such Mortgage Supplement with respect to such Replacement Engine and stating that there are no Liens of Record thereon under the Act (or such other applicable law) or on the International Registry;

(v) the Company shall have furnished to the Secured Parties a certificate of a qualified aircraft engineer (who may be an employee of the Company) certifying that such Replacement Engine has a value and utility and remaining useful life (without regard to hours and cycles remaining until overhaul) at least equal to the Engine so replaced (assuming that such Engine had been maintained in accordance with this Mortgage); and

(vi) the Company shall have caused the sale of such Replacement Engine to the Company and the International Interest granted under such Mortgage Supplement in favor of the Mortgagee with respect to such Replacement Engine each to be registered on the International Registry as a sale or an International Interest, respectively.

Promptly after the recordation of the Mortgage Supplement or other requisite documents or instruments covering such Replacement Engine, if any, pursuant to the Act (or pursuant to the applicable laws of the jurisdiction in which the relevant Aircraft is then registered) the Company shall cause to be delivered to the Secured Parties an opinion of counsel, reasonably satisfactory in form and substance to the Mortgagee, as to the due recordation of the Mortgage Supplement or other requisite documents or instruments covering such Replacement Engine and the validity and perfection and first priority (other than with respect to any Permitted Liens not Liens of Record) of the security interest in such Replacement Engine granted to the Mortgagee hereunder.

Upon satisfaction of all conditions to such substitution, (x) the Mortgagee shall, at the cost and expense of the Company, execute and deliver to the Company such documents and instruments, prepared by the Company at the Company's expense, and procure the discharge of the International Interest granted under this Mortgage in the replaced Engine as the Company shall reasonably request to evidence the release of such replaced Engine from the Lien of this Mortgage, (y) the Mortgagee shall assign to the Company all claims it may have against any other Person relating to any Event of Loss giving rise to such substitution, if applicable, and (z) the Company shall receive all insurance proceeds (other than those reserved to others under Section 3.06(b) or are subject to Section 3.05(f)) and, subject to Section 3.05(f), proceeds in respect of any Event of Loss giving rise to such replacement to the extent not previously applied to the purchase price of the Replacement Engine as provided in Section 3.05(d).

**Section 3.05 Loss, Destruction or Requisition.**

(a) Event of Loss with Respect to an Aircraft or Airframe. Upon the occurrence of an Event of Loss with respect to an Aircraft or Airframe, the Company shall promptly upon obtaining knowledge of such Event of Loss (and in any event within 10 days after such occurrence) give the Mortgagee written notice of such Event of Loss. The Company shall pay the outstanding principal amount of the Loan for such Aircraft or Airframe in accordance with Section 1.1(d) of the Loan Agreement on a date on or before the Business Day next following the earlier of (x) the 225th day following the date of the occurrence of such Event of Loss, and (y) the fourth (4<sup>th</sup>) Business Day following the receipt of Loss Proceeds with respect to such Event of Loss; and upon such payment, the Mortgagee shall, at the cost and expense of the Company, release from the Lien of this Mortgage the applicable Airframe and Engines, if any, by executing and delivering to the Company all documents and instruments, prepared by the Company at the Company's expense, as the Company may reasonably request to evidence such release and procure the discharge of the related International Interest.

(b) [Intentionally Omitted].

(c) [Intentionally Omitted].

(d) Non-Insurance Payments Received on Account of an Event of Loss. Any amounts, other than insurance proceeds in respect of damage or loss not constituting an Event of Loss (the application of which is provided for in Annex B), received at any time by the Mortgagee or the Company from any Government Entity or any other Person in respect of any Event of Loss shall be held by, or (unless the Company shall be entitled to retain such amounts as provided below) paid over to, the Mortgagee and will be applied as follows:

(i) If such amounts are received with respect to the Airframe, and an Engine installed on the Airframe at the time of such Event of Loss, upon compliance by the Company with the applicable terms of Section 3.05(a) with respect to the Event of Loss for which such amounts are received, such amounts shall be paid over to, or retained by, the Company;

(ii) If such amounts are received with respect to an Engine (other than an Engine installed on the Airframe at the time the Airframe suffers an Event of Loss), upon compliance by the Company with the applicable terms of Section 3.04(e) with respect to the Event of Loss for which such amounts are received, such amounts shall be paid over to, or retained by, the Company; and

(iii) If such amounts are received, in whole or in part, with respect to an Airframe, such amounts shall be applied follows:

first, if the sum described in Section 3.05(a) has not then been paid in full by the Company, such amounts shall be applied by the Mortgagee to the extent necessary to pay in full such sum; and

second, the remainder, if any, shall be paid to the Company.

(e) Requisition for Use. In the event of a requisition for use by any Government Entity of the Airframe and the Engines, if any, or engines installed on the Airframe while the Airframe is subject to the Lien of this Mortgage, the Company shall promptly notify the Mortgagee of such requisition and all of the Company's obligations under this Mortgage shall continue to the same extent as if such requisition had not occurred except to the extent that

the performance or observance of any obligation by the Company shall have been prevented or delayed by such requisition; provided that the Company's obligations under this Section 3.05 with respect to the occurrence of an Event of Loss for the payment of money and under Section 3.06 (except while an assumption of liability by the U.S. Government of the scope referred to in Section 3.02(c) is in effect) shall not be reduced or delayed by such requisition. Any payments received by the Mortgagee or the Company or the Oman Lessee from such Government Entity with respect to such requisition of use shall be paid over to, or retained by, the Company. In the event of an Event of Loss of an Engine resulting from the requisition for use by a Government Entity of such Engine (but not the Airframe), the Company will replace such Engine hereunder by complying with the terms of Section 3.04(e) and any payments received by the Mortgagee or the Company from such Government Entity with respect to such requisition shall be paid over to, or retained by, the Company.

### **Section 3.06 Insurance.**

(a) Obligation to Insure. The Company shall comply with, or cause to be complied with, each of the provisions of Annex B, which provisions are hereby incorporated by this reference as if set forth in full herein.

(b) Insurance for Own Account. Nothing in Section 3.06 shall limit or prohibit (a) the Company from maintaining the policies of insurance required under Annex B with higher coverage than those specified in Annex B, or (b) the Mortgagee or any other Additional Insured from obtaining insurance for its own account (and any proceeds payable under such separate insurance shall be payable as provided in the policy relating thereto); provided, however, that no insurance may be obtained or maintained that would limit or otherwise adversely affect the coverage of any insurance required to be obtained or maintained by the Company pursuant to this Section 3.06 and Annex B.

(c) Indemnification by Government in Lieu of Insurance. The Mortgagee agrees to accept, in lieu of insurance against any risk with respect to any Aircraft described in Annex B, indemnification from, or insurance provided by, the U.S. Government, or upon the written consent of the Mortgagee, other Government Entity, against such risk in an amount that, when added to the amount of insurance (including permitted self-insurance), if any, against such risk that the Company (or the Oman Lessee) may continue to maintain, in accordance with this Section 3.06, shall be at least equal to the amount of insurance against such risk otherwise required by this Section 3.06.

(d) Application of Insurance Proceeds. As between the Company and the Mortgagee, all insurance proceeds received as a result of the occurrence of an Event of Loss with respect to any Aircraft or Engine under policies required to be maintained by the Company pursuant to this Section 3.06 will be applied in accordance with Section 3.05(d) and subject to Section 3.05(f). All proceeds of insurance required to be maintained by the Company, in accordance with Section 3.06 and Section B of Annex B, in respect of any property damage or loss not constituting an Event of Loss with respect to any Aircraft, Airframe or Engine shall be paid over to the Company or the Mortgagee, as the case may be, as provided in Section B of Annex B and will be applied in payment (or to reimburse the Company) for repairs or for replacement property, and any balance remaining after such repairs or replacement with respect to such damage or loss shall be paid over to, or retained by, the Company.

### **Section 3.07 Filings; Change of Office.**

(a) The Company, at its sole cost and expense, will cause the Financing Statements with respect to each Aircraft, and all continuation statements (and any amendments necessitated by any combination, consolidation or merger of the Company, or change in its name

or state of incorporation) in respect of such Financing Statements, to be prepared and duly and, if applicable, subject only to the execution and delivery thereof by the Mortgagee, timely filed and recorded, or filed for recordation, to the extent permitted under the UCC or similar law of any other applicable jurisdiction (with respect to such other documents).

(b) The Company will give the Mortgagee timely written notice (but in any event within 30 days prior to the expiration of the period of time specified under applicable law to prevent lapse of perfection) of any change of its location (as such term is used in Section 9-307 of the UCC) from its then present location and will promptly take any action required by Section 3.07(a) as a result of such relocation.

## Article IV

### REMEDIES

**Section 4.01 Remedies.** If an Event of Default shall have occurred and be continuing and so long as the same shall continue unremedied, then and in every such case the Mortgagee may exercise any or all of the rights and powers and pursue any and all of the remedies pursuant to this Article IV and shall have and may exercise all of the rights and remedies of a secured party under the UCC and the Cape Town Treaty and, in the event of a Lease Event of Default under an Oman Lease that has occurred and is continuing, any and all of the remedies pursuant to such Oman Lease, and may take possession of all or any part of the properties covered or intended to be covered by the Lien created hereby or pursuant hereto and may exclude the Company and, in the event a Lease Event of Default under an Oman Lease that has occurred and is continuing, the Oman Lessee (subject to the terms of such Oman Lease) and all persons claiming under it wholly or partly therefrom; provided, that the Mortgagee shall give the Company ten days' prior written notice of its intention to sell an Aircraft. Without limiting any of the foregoing, it is understood and agreed that the Mortgagee may exercise any right of sale of an Aircraft available to it, even though it shall not have taken possession of such Aircraft and shall not have possession thereof at the time of such sale, and may pursue all or part of the Collateral wherever it may be found and may enter any of the premises of the Company wherever the Collateral may be or is supposed to be and search for the Collateral and take possession of and remove the Collateral. In addition, the Mortgagee and each of the Secured Parties shall have a right after the occurrence and during the continuance of an Event of Default to inspect an Aircraft and such Aircraft's Aircraft Documents in accordance with Section 3.03, and the Company shall bear the reasonable costs thereof, notwithstanding Section 3.03(d), except for an inspection during the Section 1110 Period where the relevant Aircraft is not subsequently returned and surrendered by the Company.

#### **Section 4.02 Return of Aircraft, Etc.**

(a) If an Event of Default shall have occurred and be continuing and the unpaid principal amount of the Loans then outstanding, together with interest accrued thereon have become due and payable in accordance with Section 7.1 of the Loan Agreement, at the request of the Mortgagee, the Company shall promptly execute and deliver to the Mortgagee such instruments of title and other documents as the Mortgagee may deem necessary or advisable to enable the Mortgagee or an agent or representative designated by the Mortgagee, at such time or times and place or places as the Mortgagee may specify, to obtain possession of all or any part of the Collateral to which the Mortgagee shall at the time be entitled hereunder. If the Company shall for any reason fail to execute and deliver such instruments and documents after such request by the Mortgagee, the Mortgagee may (i) obtain a judgment conferring on the Mortgagee the right to immediate possession and requiring the Company to execute and deliver such instruments and documents to the Mortgagee, to the entry of which judgment the Company hereby specifically consents to the fullest extent permitted by Law and (ii) pursue all or part of

the Collateral wherever it may be found and, at any time when a Lease Event of Default under an Oman Lease has occurred and is continuing, may (subject to the terms of such Oman Lease and Applicable Law) exercise the Company's rights in relation to entering any of the premises of the Oman Lessee wherever such Collateral may be or be supposed to be and search for such Collateral and take possession of and remove such Collateral. All expenses of obtaining such judgment or of pursuing, searching for and taking such property shall, until paid, be secured by the Lien of this Mortgage.

(b) Upon every such taking of possession, the Mortgagee may, from time to time, at the expense of the Collateral, make all such expenditures for maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modifications or alterations to and of the Collateral, as it may deem proper. In each such case, the Mortgagee shall have the right to maintain, use, operate, store, insure, lease, control, manage, dispose of, modify or alter the Collateral and to exercise all rights and powers of the Company relating to the Collateral, as the Mortgagee shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, use, operation, storage, insurance, leasing, control, management, disposition, modification or alteration of the Collateral or any part thereof as the Mortgagee may determine, and the Mortgagee shall be entitled to collect and receive directly all rents, revenues and other proceeds of the Collateral and every part thereof, without prejudice, however, to the right of the Mortgagee under any provision of this Mortgage to collect and receive all cash held by, or required to be deposited with, the Mortgagee hereunder. Such rents, revenues and other proceeds shall be applied to pay the expenses of the maintenance, use, operation, storage, insurance, leasing, control, management, disposition, improvement, modification or alteration of the Collateral and of conducting the business thereof, and to make all payments which the Mortgagee may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral or any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of the Company), and all other payments which the Mortgagee may be required or authorized to make under any provision of this Mortgage, as well as just and reasonable compensation for the services of the Mortgagee, and of all persons properly engaged and employed by the Mortgagee with respect hereto.

(c) To the extent permitted by applicable Law, the Mortgagee and each Secured Party may be a purchaser of the Collateral or any part thereof or any interest therein at any such sale thereof, whether pursuant to foreclosure or power of sale or otherwise. Each Lender shall be entitled to bid for and become the purchaser of any Collateral offered for sale pursuant to this Section 4.02 and to credit against the purchase price bid at such sale by such Lender all or any part of the due and unpaid amounts of the Secured Obligations secured by the Lien of this Mortgage. The Mortgagee or any such Secured Party, upon any such purchase, shall acquire good title to the property so purchased, to the extent permitted by applicable Law, free of the Company's rights of redemption.

(d) Upon any sale of the Collateral or any part thereof or interest therein pursuant hereto, whether pursuant to foreclosure or power of sale or otherwise, the receipt of the official making the sale by judicial proceeding or of the Mortgagee shall be sufficient discharge to the purchaser for the purchase money and neither such official nor such purchaser shall be obligated to see to the application thereof.

(e) Any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure or power of sale or otherwise hereunder, shall be a perpetual bar against the Company, after the expiration of the period, if any, during which such Person shall have the benefit of redemption laws which may not be waived as provided above.

(f) Any sale or other conveyance of an Aircraft or any interest therein by the Mortgagee made pursuant to the terms of this Mortgage shall bind the Company, the Secured Parties and shall be effective to transfer or convey all right, title and interest of the Mortgagee, the Company, the Secured Parties in and to such Aircraft. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Mortgagee.

**Section 4.03 Remedies Cumulative.** Each and every right, power and remedy given to the Mortgagee specifically or otherwise in this Mortgage shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at Law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Company or to be an acquiescence therein.

**Section 4.04 Discontinuance of Proceedings.** In case the Mortgagee shall have instituted any proceeding to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Mortgagee, then and in every such case the Company and the Mortgagee shall, subject to any determination in such proceedings, be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Company or the Mortgagee shall continue as if no such proceedings had been instituted.

**Section 4.05 Waiver of Past Defaults.** Upon written instruction from the Majority Lenders, the Mortgagee shall waive any past Default hereunder and its consequences and upon any such waiver such Default shall cease to exist and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Mortgage, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

**Section 4.06 Appointment of Receiver.** The Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver (who may be the Mortgagee or any successor or nominee thereof) for all or any part of the Collateral after the occurrence and during the continuance of an Event of Default, whether such receivership be incidental to a proposed sale of the Collateral or the taking of possession thereof or otherwise, and the Company hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers of the Mortgagee with respect to the Collateral.

**Section 4.07 The Mortgagee Authorized to Execute Bills of Sale, Etc.** The Company irrevocably appoints, with effect while an Event of Default has occurred and is continuing, the Mortgagee the true and lawful attorney-in-fact of the Company (which appointment is coupled with an interest) in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement of the Lien of this Mortgage, whether pursuant to foreclosure or power of sale, assignments and other instruments as may be necessary or appropriate, with full power of substitution, the Company hereby ratifying and confirming all that such attorney or any substitute shall do by virtue hereof in accordance with applicable law. Nevertheless, if so requested by the Mortgagee or any purchaser, the Company shall ratify and confirm any such sale, assignment, transfer or delivery, by executing and delivering to the

Mortgagee or such purchaser all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request.

**Section 4.08** Limitations Under CRAF. Notwithstanding the provisions of this Article IV, during any period that any Aircraft, Airframe or any Engine is subject to CRAF in accordance with the provisions of Section 3.02(b)(vi) and in the possession of the U.S. Government, the Mortgagee shall not, as a result of any Event of Default, exercise its remedies hereunder in such manner as to limit the Company's control under this Mortgage (or the Oman Lessee's control under any Oman Lease) of such Aircraft, Airframe or Engine, unless at least 30 days' (or such other period as may then be applicable under CRAF) written notice of default hereunder shall have been given by the Mortgagee or any Secured Party by registered or certified mail to the Company (and the Oman Lessee) with a copy to the Contracting Officer Representative or Representatives for the Military Airlift Command of the United States Air Force to whom notices must be given under the contract governing the Company's (or the Oman Lessee's) participation in CRAF with respect to such Aircraft, Airframe or Engine.

## **Article V**

### **RECEIPT, DISTRIBUTION AND APPLICATION OF PAYMENTS**

#### **Section 5.01** Payments; Basic Distributions.

(a) Each payment of principal, interest and other amounts to be made by the Borrower under the Loan Agreement and the other Transaction Documents shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim (except Taxes, which are the subject of Section 5.3 of the Loan Agreement), to the Administrative Agent's Account not later than 11:00 a.m. New York time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day).

(b) All payments made by the Oman Lessee under the relevant Oman Lease, including in respect of any return compensation, maintenance reserves and security deposits (in each case including amounts drawn under any Letter of Credit), shall be made to the Administrative Agent's Account and the Borrower agrees that it shall take all reasonable action as the Administrative Agent may request to ensure that such amounts are paid into the Administrative Agent's Account and, without prejudice to the generality of the foregoing, the Borrower agrees that it shall give or shall cause to be given irrevocable instructions to the Oman Lessee to pay all amounts which are payable by such Oman Lessee to the Borrower under or pursuant to such Oman Lease to the Administrative Agent's Account. If the Borrower shall receive from the Oman Lessee any amounts payable under such Oman Lease, the Borrower shall receive such payment in trust for the Mortgagee on behalf of the Lenders and the Administrative Agent and subject to the Mortgagee's security interest, and shall immediately transfer, or cause to be transferred, such payment in the Administrative Agent's Account. Any return compensation, maintenance reserves and/or security deposits standing to the credit of the Administrative Agent's Account shall be held in the Administrative Agent's Account and applied only in accordance with the terms of the Loan Agreement and this Agreement.

**Section 5.02** Prepayment. Except as otherwise provided in Section 5.01 and 5.03 hereof, any payments received by the Mortgagee as a result of a prepayment in connection with an Event of Loss with respect to an Airframe pursuant to Section 3.05(a)(ii), a Disposition or a prepayment of some or all of the Loans at the option of the Company pursuant to the Loan Agreement shall be applied in the following order of priority:

(a) *First*, so much of such amounts as shall be required to pay or reimburse any Lender and/or any Agent for any fees, costs, expenses, indemnities or indemnifiable losses incurred in connection with such prepayment by or on behalf of or payable to such Lender or such Agent on or prior to such Payment Date; and

(b) *Second*, to pay any Secured Obligations then due to the Secured Parties under the Transaction Documents (other than amounts specified in clause Third below);

(c) *Third*, so much of such payment as shall be required to pay in full the aggregate amount of the principal and interest (as well as any interest on any overdue payment of principal and, to the extent permitted by law, on any overdue interest), then due under all Loans shall be distributed to the Lenders, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal of all Loans held by each Lender plus the accrued but unpaid interest thereon and other amounts then due bears to the aggregate unpaid principal of all Loans held by all such Lenders, plus the accrued but unpaid interest and other amounts then due;

(d) *Fourth*, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Company.

**Section 5.03 Payments After Event of Default.** Except as otherwise provided in Section 5.04 hereof, all payments received from the Company or otherwise on account of the Secured Obligations and amounts held or realized by the Mortgagee (including any amounts realized by the Mortgagee from the exercise of any remedies pursuant to Article IV hereof), in each case after an Event of Default shall have occurred and be continuing, as well as all payments or amounts then held by the Mortgagee as part of the Collateral, shall be promptly distributed by the Mortgagee in the following order of priority:

(i) *First*:

(a) so much of such payments or amounts as shall be required to reimburse the Agents for any tax, expense or other loss (including, without limitation, all amounts to be expended at the expense of, or charged upon the rents, revenues, issues, products and profits of, the property included in the Collateral) incurred by the Agents (to the extent not previously reimbursed), the expenses of any sale, or other proceeding, attorneys' fees and expenses, court costs, and any other expenditures incurred or expenditures or advances made by the Agents or any other Secured Party in the protection, exercise or enforcement of any right, power or remedy upon such Event of Default to the extent such Agent or such Secured Party is entitled to reimbursement under any Transaction Document shall be applied by the Mortgagee as between itself and the Secured Parties in reimbursement of such expenses and any other expenses for which the Mortgagee or the Secured Parties are entitled to reimbursement under any Transaction Document, and in the case the aggregate amount to be so distributed is insufficient to pay as aforesaid, then ratably, without priority of one over the other, in proportion to the amounts owed each of them hereunder; and

(b) after giving effect to paragraph (a) above, so much of such payments or amounts remaining as shall be required to pay in full the aggregate

unpaid principal of all Loans and the accrued but unpaid interest thereon with respect to the Loans and all other amounts then due, shall be distributed to the Lenders, and in case the aggregate amount so to be distributed shall be insufficient to pay in full as aforesaid, then ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal of all Loans held by each Lender plus the accrued but unpaid interest thereon and other amounts then due bears to the aggregate unpaid principal of all Loans held by all such Lenders, plus the accrued but unpaid interest and other amounts then due; and

(ii) *Second*, the balance, if any, of such payments or amounts remaining thereafter shall be distributed to the Company.

**Section 5.04 Certain Payments.**

(a) Any payments received by the Mortgagee for which no provision as to the application thereof is made in this Mortgage and for which such provision is made in any other Transaction Document shall be applied forthwith to the purpose for which such payment was made in accordance with the terms of such other Transaction Document, as the case may be.

(b) Notwithstanding anything to the contrary contained in this Article V, so long as no Event of Default is continuing, the Mortgagee will distribute promptly upon receipt by it of any indemnity payment from the Company directly to the Person entitled thereto.

**Section 5.05 Other Payments.** Any payments received by the Mortgagee for which no provision as to the application thereof is made elsewhere in this Mortgage or in any other Transaction Document shall be distributed by the Mortgagee to the extent received or realized at any time, in the order of priority specified in Section 5.01 (or, if an Event of Default shall have occurred and be continuing, Section 5.03), and after payment in full of all amounts then due in accordance with Section 5.01 (or Section 5.03, as the case may be), in the manner provided in clause “Third” of Section 5.03 hereof.

**Article VI**

**DUTIES OF THE MORTGAGEE**

**Section 6.01 Notice of Event of Default; Action Upon Event of Default.** If the Mortgagee has Actual Knowledge of an Event of Default, the Mortgagee shall promptly give notice of such Event of Default to the Secured Parties and to the Borrower by email or telephone (to be promptly confirmed in writing). The Mortgagee shall take such action, or refrain from taking such action, with respect to such Event of Default (including with respect to the exercise of any rights or remedies hereunder), only as (and until) the Administrative Agent or Majority Lenders shall instruct the Mortgagee in writing. For all purposes of this Mortgage, in the absence of Actual Knowledge, the Mortgagee shall not be deemed to have knowledge of a Default, an Event of Default or an Event of Loss unless notified in writing by the Borrower or any other Secured Party.

**Section 6.02 Action Upon Instructions.** Subject to the terms of this Article VI, upon the written instructions at any time of the Majority Lenders, the Mortgagee shall promptly (i) give such notice, direction, consent, waiver or approval, or exercise such right, remedy or power hereunder in respect of all or any part of the Collateral, or (ii) take such other action in accordance with the terms hereof as shall be specified in such instruction; the Mortgagee shall not take any of the actions under the preceding clauses (i) and (ii) without such instruction. The

Mortgagee will execute such continuation statements with respect to financing statements relating to the security interest created hereunder in the Collateral as the Majority Lenders may specify from time to time in written instructions, which instructions shall be accompanied by the form of continuation statement to be executed by the Mortgagee, such continuation statement to be filed by the Company. The Mortgagee shall not be liable to the Company with respect to any action taken or omitted to be taken by it in accordance with the requests or instructions of the Majority Lenders, which requests or instructions are in accordance with the terms hereof, except for any actions or omissions constituting the gross negligence or willful misconduct of the Mortgagee.

**Section 6.03 Indemnification.** The Mortgagee shall not be required to take any action or refrain from taking any action under Section 6.01 (other than the first two sentences thereof), Section 6.02 or Article IV or to take any action or refrain from taking any action at the direction or instructions of the Majority Lenders under any other Section hereof or under any other Transaction Document unless it shall have received indemnification against any risks or costs incurred in connection therewith in form and substance reasonably satisfactory to it, including, without limitation, adequate advances against costs which may be incurred by it in connection therewith. The Mortgagee shall not be required to take any action under Section 6.01 (other than the first two sentences thereof), Section 6.02 or Article IV, nor shall any other provision of this Mortgage or any other Transaction Document be deemed to impose a duty on the Mortgagee to take any action, if the Mortgagee shall have been advised in writing by outside counsel that such action is contrary to the terms hereof or is otherwise contrary to law or would involve the Mortgagee in personal liability against which the indemnification provided by this Section would not be satisfactory. Notwithstanding anything to the contrary herein or otherwise, under no circumstance will the Mortgagee be liable for special, punitive, indirect, or consequential loss or damage of any kind whatsoever, whether or not foreseeable, or for any loss of business, goodwill, opportunity, or profit, whether arising directly or indirectly and whether or not foreseeable, even if the Mortgagee is actually aware of or has been advised of the likelihood of such loss or damage and regardless of the form of action.

**Section 6.04 No Duties Except as Specified in Mortgage or Instructions.** The Mortgagee shall not have any duty or obligation to manage, control, lease, use, sell, operate, store, dispose of or otherwise deal with any Aircraft or any other part of the Collateral, or to otherwise take or refrain from taking any action under, or in connection with, this Mortgage, except as expressly provided by the terms of this Mortgage or as expressly provided in written instructions received pursuant to the terms of Section 6.01 or 6.02; and no implied duties or obligations shall be read into this Mortgage against the Mortgagee.

**Section 6.05 No Action Except Under Mortgage.** The Mortgagee agrees that it will not manage, control, use, sell, lease, operate, store, dispose of or otherwise deal with any Aircraft or other property constituting part of the Collateral except in accordance with the powers granted to, or the authority conferred upon, the Mortgagee pursuant to this Mortgage and in accordance with the express terms hereof.

**Section 6.06 Reports, Notices, Etc.** The Mortgagee will furnish to the Secured Parties, promptly upon receipt thereof, duplicates or copies of all reports, opinions, notices, requests, demands, certificates, financial statements and other instruments furnished to the Mortgagee, to the extent that the same shall not have been otherwise furnished to the other Secured Parties pursuant to this Mortgage or any other Transaction Document; provided, the failure of the Mortgagee to furnish the other Secured Parties with such duplicates or copies shall not impair or affect the validity of any such report, opinion, notice, request, demand, certificate, financial statement or other instrument. The Mortgagee's sole responsibility with respect to such reports, opinions, notices, requests, demands, certificates, financial statements and other instruments shall be to furnish them to the other Secured Parties to the extent provided in this Section.

**Section 6.07** No Charges. The Mortgagee agrees that it will not impose any lifting charge, cable charge, remittance charge or any other charge or fee on any transfer by the Company of funds to, through or by the Mortgagee pursuant to any Transaction Document, except as may be otherwise agreed in writing by the Company.

## Article VII

### THE MORTGAGEE

**Section 7.01** Acceptance of Trusts and Duties. The Lenders have appointed UMB Bank, National Association, as the Mortgagee pursuant to Section 8.1 of the Loan Agreement. UMB Bank, National Association, accepts the trusts and duties hereby created and applicable to it and agrees to perform such duties but only upon the terms of this Mortgage and agrees to receive and disburse all moneys received by it as Mortgagee constituting part of the Collateral in accordance with the terms hereof. The Mortgagee shall have no liability hereunder or under any other Transaction Document, except (a) for its own fraud, willful misconduct or gross negligence (or ordinary negligence in the receipt or disbursement of money) or breach of any of its representations or warranties made herein, or (b) as otherwise expressly provided in this Mortgage. Save as expressly provided no provision of this Agreement shall require the Mortgagee to expand or risk its own funds.

**Section 7.02** Absence of Duties. Except in accordance with written instructions, requests or consents furnished pursuant to Sections 6.01, 6.02 or 8.01 and except as provided in, and without limiting the generality of, Section 6.04, the Mortgagee shall have no duty (a) to see to any registration of any Aircraft or any recording or filing of this Mortgage or any other document, or to see to the maintenance of any such registration, recording or filing, (b) to see to any insurance on any Aircraft or to effect or maintain any such insurance, whether or not the Company shall be in default with respect thereto, (c) to confirm, verify or inquire into the failure to receive any financial statements of the Company, (d) to inspect any Aircraft at any time or ascertain or inquire as to the performance or observance of any of the Company's covenants under this Mortgage with respect to any Aircraft or (e) to give any consent, make any election or determination or exercise any discretion, it being understood that, except as otherwise expressly provided herein, the duties of the Mortgagee hereunder and under any other Transaction Document shall be wholly ministerial in nature.

**Section 7.03** No Representations or Warranties as to any Aircraft or Documents. The Mortgagee shall not be deemed to have made any representation or warranty as to the validity, legality or enforceability of this Mortgage, any Mortgage Supplement, any other Transaction Document or any other document or instrument, or as to the correctness of any statement (other than a statement by the Mortgagee) contained herein or therein.

**Section 7.04** No Segregation of Moneys; No Interest. Subject to Section 7.09, no moneys received by the Mortgagee hereunder need be segregated in any manner except to the extent required by law, and any such moneys may be deposited under such general conditions for the holding of trust funds as may be prescribed by law applicable to the Mortgagee, and, except as otherwise provided herein or as agreed in writing by the Mortgagee, the Mortgagee shall not be liable for any interest thereon; provided that any payments received or applied hereunder by the Mortgagee shall be accounted for by the Mortgagee so that any portion thereof paid or applied pursuant hereto shall be identifiable as to the source thereof.

**Section 7.05** Reliance; Advice of Counsel. The Mortgagee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by the Mortgagee to be genuine and reasonably believed by it to be signed by the proper party or parties

as provided in the Loan Agreement. As to any fact or matter of ascertainment of which is not specifically described herein, the Mortgagee may for all purposes hereof rely on a certificate of an officer of the relevant party, as to such fact or matter, and such certificate shall constitute full protection to the Mortgagee for any action taken or omitted to be taken by it in good faith reliance thereon. The Mortgagee shall assume, and shall be fully protected in assuming, that the Company is authorized to enter into this Mortgage and to take all actions permitted to be taken by it pursuant to the provisions hereof, and shall not inquire into the authorization of the Company with respect thereto.

**Section 7.06 Capacity in Which Acting.** The Mortgagee has entered into this Mortgage in its capacity as collateral agent and not in its individual capacity.

**Section 7.07 Compensation and Reimbursement.** The Company agrees:

(a) to pay to the Mortgagee from time to time reasonable compensation for all services rendered by it hereunder or under any Transaction Document as separately agreed between them; and

(b) except as otherwise expressly provided herein, to reimburse the Mortgagee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Mortgagee in accordance with any provision of this Mortgage or any Transaction Document (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its fraud, gross negligence or bad faith. The obligations of the Company under this Section 7.07 shall survive the resignation or removal of the Mortgagee and the termination of this Mortgage and are in addition to any provision in any other Transaction Document relating to the subject matter thereof, which provision shall not be deemed to limit the obligations of the Company contained in this Section.

**Section 7.08 Resignation of Mortgagee; Appointment of Successor.**

(a) The resignation or removal of the Mortgagee and the appointment of a successor Mortgagee shall become effective only upon the successor Mortgagee's acceptance of appointment as provided in this Section 7.08. The Mortgagee or any successor thereto may resign at any time without cause by giving at least 60 days' prior written notice to the Company and the Secured Parties. In addition, either the Company (so long as no Event of Default shall have occurred and be continuing) or the Majority Lenders may at any time remove the Mortgagee without cause by an instrument in writing delivered to the Mortgagee, the Secured Parties and (in the case of a removal by the Majority Lenders) the Company.

(b) In the case of the resignation or removal of the Mortgagee, the Majority Lenders shall promptly appoint a successor Mortgagee, subject, so long as no Event of Default shall have occurred and be continuing, to the prior consent of the Company, not to be unreasonably withheld or delayed. If a successor Mortgagee shall not have been appointed and accepted its appointment hereunder within 60 days after the Mortgagee gives notice of resignation as provided above, the retiring Mortgagee, the Company or the Majority Lenders may petition any court of competent jurisdiction for the appointment of a successor Mortgagee.

(c) Any successor Mortgagee, however appointed, shall execute and deliver to the Company, the Secured Parties and the predecessor Mortgagee an instrument accepting such appointment, and thereupon such successor Mortgagee, without further act, shall become vested with all the estates, properties, rights, powers, and duties of the predecessor Mortgagee hereunder and under the other Transaction Documents with like effect as if originally named the Mortgagee herein and therein; but nevertheless, upon the written request of such successor Mortgagee, such

predecessor Mortgagee shall execute and deliver an instrument transferring to such successor Mortgagee all the estates, properties, rights, and powers of such predecessor Mortgagee, and, upon payment of its charges, such predecessor Mortgagee shall duly assign, transfer, deliver and pay over to such successor Mortgagee all moneys or other property then held by such predecessor Mortgagee hereunder. Any successor Mortgagee shall also promptly file with the FAA (or other applicable Aviation Authority) an instrument duly evidencing such succession.

(d) Any successor Mortgagee, however appointed, shall be a bank or trust company having a combined capital and surplus of at least \$500,000,000 or a bank or trust company whose obligations are guaranteed by a bank or trust company having a combined capital and surplus of at least \$500,000,000 or a corporation with a net worth of at least \$500,000,000.

(e) Any corporation into which the Mortgagee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Mortgagee shall be a party, or any corporation to which all or substantially all of the corporate trust business of the Mortgagee may be transferred, shall, subject to the terms of paragraph (d) of this Section, be the Mortgagee under this Mortgage and the other Transaction Documents without further act. Notwithstanding the foregoing, the Mortgagee agrees that it will, in its individual capacity and at its own cost and expense, give the Administrative Agent at least 20 days' prior written notice of such merger, conversion, consolidation or transfer and shall file with the FAA a copy of the certificate of merger, conversion, consolidation or any other instrument(s) required by the FAA, in order to reflect such merger, conversion, consolidation or transfer on the records of the FAA.

(f) The Company consents to any change in the identity of the Mortgagee on the International Registry occasioned by provisions of this Section 7.08, and if required by the International Registry to reflect such change, will provide its consent thereto.

(g) The Mortgagee shall reimburse the Company for any costs incurred by the Company in making any change in placard pursuant to Section 3.02(f) or making any filings or registrations necessary to continue the validity, perfection or priority of the security interest or International Interest created under this Mortgage to the extent required due to any change in the name or address of the Mortgagee.

## **Article VIII**

### **SUPPLEMENTS AND AMENDMENTS TO THIS MORTGAGE AND OTHER DOCUMENTS**

**Section 8.01** Amendments. Except as set forth in Section 8.02, the provisions of this Mortgage may only be amended or modified in accordance with the requirements of Section 9.1 of the Loan Agreement.

**Section 8.02** No Request Necessary for Mortgage Supplement. No written request or consent of the Lenders shall be required to enable the Mortgagee to execute and deliver a Mortgage Supplement specifically required by the terms hereof or any other Transaction Document.

## Article IX

### MISCELLANEOUS

**Section 9.01 Termination of Mortgage.** Upon (or at any time after) payment in full of (a) in respect of an Aircraft, the outstanding principal amount of the Loan related to such Aircraft, all interest thereon and any other Secured Obligations then due and payable hereunder, provided that no Default or Event of Default shall have occurred and be continuing, and (b) in respect of all Aircraft, all principal of and interest on the Loans and all other Secured Obligations then due and payable, provided that no Special Default or Event of Default shall have occurred and be continuing, in each case, upon request of the Borrowers, the Mortgagee shall execute and deliver to or as directed in writing by the Borrower an appropriate instrument furnished to it by the Borrower releasing such or all, as the case may be, Aircraft and all other Collateral related to such Aircraft from the Lien of this Mortgage and, in such event, this Mortgage shall terminate and be of no further force or effect with respect to such released or all, as the case may be, Aircraft, Airframe and associated Engines and all other Collateral related thereto; provided, that this Mortgage and the Lien created hereby shall earlier terminate and this Mortgage shall be of no further force or effect upon any sale or other final disposition by the Mortgagee of all property constituting part of the Collateral and the final distribution by the Mortgagee of all monies or other property or proceeds constituting part of the Collateral in accordance with the terms hereof. The release of an Aircraft from the Lien of this Mortgage shall have the effect without any further action of releasing all other Collateral relating to such Aircraft, including the related Aircraft Documents. In connection with any release of Collateral pursuant to the first sentence of this Section, the Mortgagee shall, at the Company's expense, procure the discharge of the International Interest granted under this Mortgage in each released Airframe and associated Engine. Except as aforesaid otherwise provided and as provided elsewhere herein, this Mortgage and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

**Section 9.02 Bankruptcy.** It is the intention of the parties that the Mortgagee shall be entitled to the benefits of Section 1110 with respect to the financing of any Aircraft under the Transaction Documents in the event of a case under Chapter 11 of the Bankruptcy Code in which the Company is a debtor, and in any instance where more than one construction is possible of the terms and conditions hereof or any other pertinent Transaction Document, each such party agrees that a construction which would preserve such benefits shall control over any construction which would not preserve such benefits.

**Section 9.03 No Legal Title to Collateral in Secured Parties or Related Secured Parties.** No Secured Party shall have legal title to any part of the Collateral. No transfer, by operation of law or otherwise, of a note right, title and interest of any Secured Party in and to the Collateral or hereunder shall operate to terminate this Mortgage or entitle such holder or any successor or transferee of such holder to an accounting or to the transfer to it of any legal title to any part of the Collateral.

**Section 9.04 Sale of Collateral by Mortgagee Is Binding.** Any sale or other conveyance of the Collateral, or any part thereof (including any part thereof or interest therein), by the Mortgagee made pursuant to the terms of this Mortgage shall bind the Secured Parties and shall be effective to transfer or convey all right, title and interest of the Mortgagee, the Company, such Secured Parties in and to such Collateral or part thereof. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Mortgagee.

**Section 9.05** Mortgage for Benefit of the Company, Mortgagee and Secured Parties. Nothing in this Mortgage, whether express or implied, shall be construed to give any person other than the Company, the Mortgagee and the Secured Parties any legal or equitable right, remedy or claim under or in respect of this Mortgage, except that the persons referred to in the last paragraph of Section 3.02(b) shall be third party beneficiaries of such paragraph.

**Section 9.06** Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands, authorizations, directions, consents, waivers or documents provided or permitted by this Mortgage to be made, given, furnished or filed shall be made, given, furnished or filed in accordance with Section 9.2 of the Loan Agreement. Whenever any notice in writing is required to be given by the Company or the Mortgagee to the other of them, such notice shall be deemed given and such requirement satisfied as provided in Section 9.2 of the Loan Agreement.

**Section 9.07** Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, to the fullest extent permitted by law. Any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, to the fullest extent permitted by law.

**Section 9.08** No Oral Modification or Continuing Waivers. No term or provision of this Mortgage may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Company and the Mortgagee. No single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or the exercise of any other power, right, privilege or remedy. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

**Section 9.09** Successors and Assigns. All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the parties hereto, the Secured Parties and the successors and permitted assigns of each, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by any Secured Party shall bind the successors and assigns of such Secured Party, respectively.

**Section 9.10** Headings. The headings of the various Articles and sections herein and in the table of contents hereto are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**Section 9.11** Governing Law; Submission to Jurisdiction; Venue.

(a) This Mortgage has been delivered in the State of New York. This Mortgage and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York. Any legal action or proceeding with respect to this Mortgage may be brought in the courts of the State of New York or the United States District Court for the Southern District of New York located in the Borough of Manhattan, and, by execution and delivery of this Mortgage, each party hereto hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each party hereto hereby further irrevocably waives any claim that any such courts lack jurisdiction over such party, and agrees not to plead or claim, in any legal action or proceeding with respect to this Mortgage brought in any of the aforesaid courts, that any such court lacks jurisdiction over such party. Each party hereto further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address specified pursuant to Section 9.06, such service to become effective 30 days after such mailing.

Nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against any other party hereto in any other jurisdiction.

(b) Each party hereto hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (a) above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**Section 9.12 Waiver of Trial by Jury.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF, OR IN CONNECTION WITH, THIS MORTGAGE OR ANY MATTER ARISING HEREUNDER (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY).

**Section 9.13 Counterparts.** This Mortgage may be executed by the parties hereto in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

\* \* \*

**IN WITNESS WHEREOF**, the parties hereto have caused this Mortgage to be duly executed by their respective officers thereof duly authorized as of the day and year first above written.

**UMB BANK, NATIONAL ASSOCIATION**, not in its individual capacity but solely as Mortgagee

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

**SUN COUNTRY, INC. (d/b/a Sun Country Airlines)**, as Borrower

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

Signature Page

## ANNEX A

### DEFINITIONS

#### GENERAL PROVISIONS

(a) The definitions in this Annex A shall be equally applicable to both the singular and plural forms of the defined terms. All terms defined directly or by incorporation in this Mortgage shall have the defined meanings when used in any certificate or other document delivered pursuant hereto unless otherwise defined therein. For purposes of this Mortgage and all such certificates and other documents, unless the context otherwise requires: (i) accounting terms not otherwise defined in this Mortgage, and accounting terms partly defined in this Agreement to the extent not defined, shall have the respective meanings given to them under GAAP; (ii) references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day; (iii) the words “hereof,” “herein” and “hereunder” and words of similar import refer to this Mortgage (or the certificate or other document in which they are used) as a whole and not to any particular provision of this Mortgage (or such certificate or document); (iv) references to any Section, Annex, Schedule or Exhibit are references to Sections, Annexes, Schedules and Exhibits in or to this Mortgage (or the certificate or other document in which the reference is made), and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (v) the term “including” means “including without limitation”; (vi) references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation;

(vii) references to any agreement refer to that agreement as from time to time amended or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (viii) references to any Person include that Person’s successors and assigns; and

(ix) headings are for convenience of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

(b) Each exhibit, annex and schedule to this Mortgage is incorporated in, and shall be deemed to be a part of, this Mortgage.

(c) For purposes of this Mortgage, the occurrence and continuance of a Special Default, Default or Event of Default shall not be deemed to prohibit the Company from taking any action or exercising any right that is conditioned on no Special Default, Default or Event of Default having occurred and be continuing (or receipt of a certificate to such effect) if such Special Default, Default or Event of Default consists of the institution of reorganization proceedings with respect to the Company under Chapter 11 of the Bankruptcy Code and the trustee or debtor-in-possession in such proceedings shall have agreed to perform its obligations under the Mortgage with the approval of the applicable court and thereafter shall have continued to perform such obligations in accordance with Section 1110, provided that this paragraph (c) shall not apply to the reregistration of any Aircraft outside of the United States, to the right of an

Inspecting Party to inspect such Aircraft and related Aircraft Documents or to the right of the Mortgagee to hold insurance proceeds as additional security.

(d) All terms defined in the Loan Agreement and used herein have such respective defined meanings unless otherwise defined herein.

## DEFINED TERMS

“**Additional Insured**” is defined in Section D(i) of Annex B.

“**Aircraft Documents**” means, with respect to any Aircraft, all technical data, manuals and log books, and all inspection, modification and overhaul records and other service, repair, maintenance and technical records that are required by (a) the FAA pursuant to FAR 121.380A (or successor regulation) and any other relevant regulation promulgated by the FAA which is applicable to the Company as an operator under FAR 121 or (b) the relevant Aviation Authority, to be maintained with respect to such Aircraft, Airframe, Engines or Parts and such term shall include all additions, renewals, revisions and replacements of any such materials from time to time made prior to the release of the Lien of the Mortgage with respect to the applicable Aircraft, or required to be made prior to the release of the Lien of the Mortgage with respect to the applicable Aircraft, by the regulations of the relevant Aviation Authority, and in each case in whatever form and by whatever means or medium (including, without limitation, microfiche, microfilm, paper, CD-ROM or computer disk) such materials may be maintained or retained by or on behalf of the Company (provided, that all such materials shall be maintained in the English language or, if in a jurisdiction other than the United States in which the keeping of records in English is not practical, regularly translated in the English language).

“**Aviation Authority**” means the FAA, the National Aircraft Register in the Sultanate of Oman (in respect of an Oman Aircraft only) or, if an Aircraft is permitted to be, and is, registered with any other Government Entity under and in accordance with Section 3.02(e) and Annex C of the Mortgage, such other Government Entity.

“**Bankruptcy Code**” means the United States Bankruptcy Code, 11 U.S.C. Sections 101 *et seq.*

“**Certificated Air Carrier**” means a Person holding an air carrier operating certificate issued pursuant to Chapter 447 of Title 49, United States Code, for aircraft capable of carrying ten or more individuals or 6,000 pounds or more of cargo.

“**Citizen of the United States**” is defined in 49 U.S.C. § 40102(a)(15).

“**Collateral**” is defined in Section 2.01 of the Mortgage.

“**CRAF**” means the Civil Reserve Air Fleet Program established pursuant to 10 U.S.C. Section 9511-13 or any similar substitute program.

“**Dollars**,” “**United States Dollars**” or “**\$**” means the lawful currency of the United States.

“**Engine**” means (a) each of the engines manufactured by the Engine Manufacturer and identified by such Engine Manufacturer’s model number and such Engine Manufacturer’s serial number set forth in the Mortgage Supplement executed and delivered by the Company at the Closing and each Replacement Engine, in any case whether or not from time to time installed on the Airframe or installed on any other airframe or aircraft, and (b) any and all Parts incorporated or installed in or attached or appurtenant to such engine, and any and all Parts removed from such engine, unless the Lien of the Mortgage shall not apply to such Parts in accordance with Section 3.04 of the Mortgage. Upon substitution of a Replacement Engine under and in accordance with the Mortgage, such Replacement Engine shall become subject to the Mortgage and shall be an “Engine” for all purposes of the Mortgage and the other Transaction Documents and thereupon the Engine for which the substitution is made shall no longer be subject to the Mortgage, and such replaced Engine shall cease to be an “Engine.”

“**Event of Loss**” means with respect to any Aircraft, Airframe or any Engine, (i) at any time such Aircraft, Airframe or Engine is subject to an Oman Lease, the meaning ascribed to the term “Event of Loss” (or like term) in such Oman Lease and (ii) at any time such Aircraft, Airframe or Engine is not subject to an Oman Lease, any of the following circumstances, conditions or events with respect to such Property, for any reason whatsoever:

- (a) the destruction of such Property, damage to such Property beyond economic repair or rendition of such Property permanently unfit for normal use by Company;
- (b) the actual or constructive total loss of such Property or any damage to such Property, or requisition of title or use of such Property, which results in an insurance settlement with respect to such Property on the basis of a total loss or constructive or compromised total loss;
- (c) any theft, hijacking or disappearance of such Property for a period of 180 consecutive days or more;
- (d) any seizure, condemnation, confiscation, taking or requisition (including loss of title) of such Property by any Governmental Authority or purported Governmental Authority (other than a requisition of use by a Permitted Government Entity) for a period exceeding 12 consecutive months; and as a result of any law, rule, regulation, order or other action by the Aviation Authority or by any Governmental Authority of the government of registry of the relevant Aircraft or by any Governmental Authority otherwise having jurisdiction over the operation or use of such Aircraft, the use of such Property in the normal course of the Company’s business of passenger air transportation is prohibited for a period of 18 consecutive months unless the Company, prior to the expiration of such 18-month period, shall have undertaken and shall be diligently carrying forward such steps as may be necessary or desirable to permit the normal use of such Property by the Company, but in any event if such use shall have been prohibited for a period of three consecutive years.

“**FAA**” means the Federal Aviation Administration of the United States or any Government Entity succeeding to the functions of such Federal Aviation Administration.

“**FAA Regulations**” means the Federal Aviation Regulations issued or promulgated pursuant to the Act from time to time.

“**Financing Statements**” means collectively, UCC-1 financing statements covering each Aircraft and the related Collateral by the Company, as debtor, showing the Mortgagee as secured party, for filing in Minnesota and each other jurisdiction that, in the opinion of the Mortgagee, is necessary to perfect its Lien on such Aircraft and the related Collateral.

“**Government Entity**” means (a) any federal, state, provincial or similar government, and any body, board, department, commission, court, tribunal, authority, agency or other instrumentality of any such government or otherwise exercising any executive, legislative, judicial, administrative or regulatory functions of such government (including the European Union) or (b) any other government entity having jurisdiction over any matter contemplated by the Transaction Documents or relating to the observance or performance of the obligations of any of the parties to the Transaction Documents.

“**Inspecting Parties**” is defined in Section 3.03(a).

“**International Interest**” is defined in the Cape Town Treaty.

“**International Registry**” is defined in the Cape Town Treaty.

“**Law**” means (a) any constitution, treaty, statute, law, decree, regulation, order, rule or directive of any Government Entity, and (b) any judicial or administrative interpretation or application of, or decision under, any of the foregoing.

“**Lien**” means any mortgage, pledge, lien, charge, claim, encumbrance, International Interest, lease or security interest affecting the title to or any interest in property.

“**Lien of Record**” means a Lien as to which a filing has been made with the applicable Government Entity or the International Registry and which is in effect at such time in order to perfect such Lien.

“**Minimum Liability Insurance Amount**” is defined in Section A of Annex B to the Mortgage.

“**Mortgage**” means this Mortgage and Security Agreement.

“**Mortgage Supplement**” means a Mortgage Supplement, substantially in the form of Exhibit A to the Mortgage, with appropriate modifications to reflect the purpose for which it is being used.

“**Obsolete Part**” is defined in Section 3.04(d).

“**Obsolete Part Limit**” means \$5,000,000.

“**Optional Modification**” is defined in Section 3.04(d).

“**Parts**” means all appliances, parts, components, instruments, appurtenances, accessories, furnishings, seats and other equipment of whatever nature (other than (a) Engines or engines, (b) any in-flight passenger entertainment system, including components or parts thereof and (c) any appliance, part, component, instrument, appurtenance, accessory, furnishing, seat or other equipment that would qualify as a Removable Part and is leased by the Company from a third party or is subject to a security interest granted to a third party), that may from time to time be installed or incorporated in or attached or appurtenant to the Airframe or any Engine or removed therefrom unless the Lien of the Mortgage shall not be applicable to such Parts in accordance with Section 3.04 of the Mortgage.

“**Permitted Government Entity**” means (i) the U.S. Government or (ii) if any Aircraft is then registered under the laws of a country other than the United States, any Government Entity of such country if such Government Entity is Australia, Canada, Japan or a member of the European Union.

“**Permitted Lien**” means (a) the rights of the Secured Parties under the Transaction Documents, or of the Oman Lessee under an Oman Lease; (b) Liens attributable to any Secured Party; (c) the rights of others under agreements or arrangements to the extent expressly permitted by the terms of Section 3.02(b) or 3.04 of the Mortgage; (d) Liens for Taxes of the Company (and its U.S. federal tax law consolidated group) either not yet due or being contested in good faith by appropriate proceedings so long as such Liens and such proceedings do not involve any material risk of the sale, forfeiture or loss of any Aircraft, Airframe, or Engine or the interest of the Mortgagee therein or impair the Lien of the Mortgage; (e) materialmen’s, mechanics’, workers’, repairers’, employees’ or other like Liens arising in the ordinary course of business for amounts the payment of which is either not yet delinquent for more than 60 days or is being contested in good faith by appropriate proceedings, so long as such Liens and such proceedings do not involve any material risk of the sale, forfeiture or loss of such Aircraft, Airframe, or any Engine or the interest of the Mortgagee therein or impair the Lien of the Mortgage; (f) Liens arising out of any judgment or award against the Company (or the Oman Lessee), so long as such judgment shall, within 60 days after the entry thereof, have been discharged or vacated, or execution thereof stayed pending appeal or shall have been discharged, vacated or reversed within 60 days after the expiration of such stay, and so long as during any such 60-day period there is not, or any such judgment or award does not involve, any material risk of the sale, forfeiture or loss of any Aircraft, Airframe, or Engine or the interest of the Mortgagee therein or impair the Lien of the Mortgage; and (g) any other Lien with respect to which the Company (or the Oman Lessee) shall have provided a bond, cash collateral or other security adequate in the reasonable opinion of the Mortgagee.

“**Persons**” or “**persons**” means individuals, firms, partnerships, joint ventures, trusts, trustees, Government Entities, organizations, associations, corporations, limited liability companies, government agencies, committees, departments, authorities and other bodies, corporate or incorporate, whether having distinct legal status or not, or any member of any of the same.

“**Pledged Agreement**” means any contract, agreement or instrument included in the Collateral.

“**Removable Part**” is defined in Section 3.04(d).

“**Replacement Engine**” means an engine substituted for an Engine pursuant to Section 3.04(e) of the Mortgage.

“**SEC**” means the Securities and Exchange Commission of the United States, or any Government Entity succeeding to the functions of such Securities and Exchange Commission.

“**Section 1110**” means Section 1110 of the Bankruptcy Code.

“**Section 1110 Agreement**” means a written agreement of the debtor to perform referred to in Section 1110(a)(2)(A) of the Bankruptcy Code that, without further review or modification, qualifies under Section 1110 to keep the automatic stay provided by Section 362 of the Bankruptcy Code in effect with respect to any Aircraft.

“**Section 1110 Period**” means the continuous period of (i) 60 days specified in Section 1110(a)(2)(A) of the Bankruptcy Code (or such longer period, if any, agreed to under Section 1110(b) of the Bankruptcy Code), plus (ii) an additional period, if any, commencing with the trustee or debtor-in-possession in such proceeding entering into with court approval a Section 1110 Agreement within such 60 days (or longer period as agreed) and continuing until such time as the period during which the Mortgagee is prohibited from repossessing any Aircraft under the Mortgage comes to an end.

“**Secured Obligations**” means the “Obligations” as defined in the Loan Agreement.

“**Secured Parties**” means the Lenders, the Mortgagee and the Administrative Agent.

“**Tax**” and “**Taxes**” means all governmental or quasi-governmental fees (including, without limitation, license, filing and registration fees) and all taxes (including, without limitation, franchise, excise, stamp, value added, income, gross receipts, sales, use, property, personal and real, tangible and intangible taxes and mandatory contributions), withholdings, assessments, levies, imposts, duties or charges, of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon or other additions thereto imposed, withheld, levied or assessed by any country, taxing authority or governmental subdivision thereof or therein or by any international authority, including any taxes imposed on any Person as a result of such Person being required to collect and pay over withholding taxes.

“**Transfer**” means the transfer, sale, assignment or other conveyance of all or any interest in any property, right or interest.

“**U.S. Government**” means the federal government of the United States, or any instrumentality or agency thereof the obligations of which are guaranteed by the full faith and credit of the federal government of the United States.

“**UCC**” means the Uniform Commercial Code as in effect in any applicable jurisdiction.

“**United States**” means the United States of America; provided that for geographic purposes, “United States” means, in aggregate, the 50 states and the District of Columbia of the United States of America.

“**Wet Lease**” means any arrangement whereby the Company or the Oman Lessee agrees to furnish any Aircraft, Airframe or Engine to a third party pursuant to which such Aircraft, Airframe or Engine shall at all times be in the operational control of the Company or the Oman Lessee and shall be maintained, insured and otherwise used and operated in accordance with the provisions hereof, provided that the Company’s obligations under the Mortgage shall continue in full force and effect notwithstanding any such arrangement.

Annex A

Page 7

**ANNEX B**  
**INSURANCE**

Capitalized terms used but not defined herein shall have the respective meanings set forth or incorporated by reference in the Mortgage. This Annex B shall apply to an Aircraft at all times that such Aircraft is not subject to an Oman Lease.

A. Liability Insurance.

1. Except as provided in Section A.2 below, the Company will carry or cause to be carried at all times, at no expense to the Mortgagee or the Lenders, comprehensive airline legal liability insurance (including, but not limited to third party and passenger liability, bodily injury, property damage, war risk and allied perils liability, baggage liability, cargo and mail liability, hangarkeeper's liability and contractual liability insurance, but excluding manufacturer's product liability coverage) with respect to each Aircraft, Airframe and Engine, which is (i) in an amount per occurrence not less than the greater of (x) the amount of comprehensive airline legal liability insurance from time to time applicable to aircraft owned or leased and operated by the Company of the same type and operating on similar routes as the applicable Aircraft and (y) \$600,000,000 per occurrence; (ii) of the type and covering the same risks as from time to time applicable to aircraft operated by the Company of the same type as the Aircraft; and (iii) maintained in effect with insurers of U.S. domestically or internationally recognized responsibility (such insurers being referred to herein as "**Approved Insurers**").

2. During any period that an Aircraft is on the ground and not in operation, Company may carry or cause to be carried, in lieu of the insurance required by Section A.1 above, insurance otherwise conforming with the provisions of said Section A.1 except that (i) the amounts of coverage shall not be required to exceed the amounts of public liability and property damage insurance from time to time applicable to aircraft owned or operated by the Company of the same type as the Aircraft which are on the ground and not in operation and (ii) the scope of the risks covered and the type of insurance shall be the same as from time to time shall be applicable to aircraft owned or operated by the Company of the same type which are on the ground and not in operation.

B. Hull Insurance.

1. Except as provided in Section B.2 below, the Company will carry or cause to be carried at all times, at no expense to the Mortgagee or the Lenders, with Approved Insurers "all-risk" ground and flight aircraft hull insurance covering each Aircraft (including the associated Engines when they are installed on the Airframe or any other airframe and including any Engines or Parts when not installed on the Airframe) which is of the type as from time to time applicable to aircraft owned by Company of the same type as such Aircraft for an amount denominated in Dollars not less than the Agreed Value. "**Agreed Value**" means for any Aircraft at any time, 110% of the outstanding principal amount of the Loan with respect to such Aircraft at such time.

Any policies of insurance carried in accordance with this Section B.1 or Section C covering an Aircraft and any policies taken out in substitution or replacement for any such policies (i) shall name the Mortgagee as the exclusive loss payee for any proceeds to be paid under such policies up to an amount equal to the Agreed Value and (ii) shall provide that the proceeds in respect of such loss shall be payable to the Mortgagee. In the case of a loss with

respect to an engine (other than an Engine) installed on an Airframe, Mortgagee shall hold any payment to it of any insurance proceeds in respect of such loss for the account of the Company or any other third party that is entitled to receive such proceeds.

2. During any period that an Aircraft is on the ground and not in operation, the Company may carry or cause to be carried, in lieu of the insurance required by Section B.1 above, insurance otherwise conforming with the provisions of said Section B.1 except that the scope of the risks and the type of insurance shall be the same as from time to time applicable to aircraft owned by the Company of the same type similarly on the ground and not in operation, provided that the Company shall maintain insurance against risk of loss or damage to such Aircraft in an amount equal to the Agreed Value during such period that such Aircraft is on the ground and not in operation.

C. War-Risk, Hijacking and Allied Perils Insurance. If the Company shall at any time operate or propose to operate any Aircraft, Airframe or Engine (i) in any area of recognized hostilities or (ii) on international routes and war-risk, hijacking or allied perils insurance is maintained by the Company with respect to other aircraft owned or operated by the Company on such routes or in such areas, the Company shall maintain or cause to be maintained, at no expense to the Mortgagee, the Administrative Agent or the Lenders, with Approved Insurers war-risk, hijacking and related perils insurance, including government confiscation and appropriation, of substantially the same type carried by major United States commercial air carriers operating the same or comparable models of aircraft on similar routes or in such areas and in no event in an amount less than the Agreed Value for such Aircraft.

D. General Provisions. Any policies of insurance carried in accordance with Sections A, B and C, including any policies taken out in substitution or replacement for such policies:

(i) in the case of Section A, shall name the Mortgagee, the Administrative Agent and each Lender as an additional insured (collectively, the “**Additional Insureds**”), as its interests may appear;

(ii) shall apply worldwide and have no territorial restrictions or limitations (except only in the case of war, hijacking and related perils insurance required under Section C, which shall apply to the fullest extent available in the international insurance market);

(iii) shall provide that, in respect of the interests of the Additional Insureds in such policies, the insurance shall not be invalidated or impaired by any act or omission (including misrepresentation and nondisclosure) by the Company (or the Oman Lessee) or any other Person (including, without limitation, use for illegal purposes of any Aircraft or any Engine) and shall insure the Additional Insureds regardless of any breach or violation of any representation, warranty, declaration, term or condition contained in such policies by the Company (or the Oman Lessee);

(iv) shall provide that, if the insurers cancel such insurance for any reason whatsoever, or if the same is allowed to lapse for nonpayment of premium, or if any material change is made in the insurance which adversely affects the interest of any of the Additional Insureds, such cancellation, lapse or change shall not be effective as to the Additional Insureds for 30 days (seven days in the case of war risk, hijacking and allied perils insurance and ten days in the case of nonpayment of premium) after receipt by the Additional Insureds of written notice by such insurers of such cancellation, lapse or change, provided that if any notice period specified above is not reasonably obtainable,

such policies shall provide for as long a period of prior notice as shall then be reasonably obtainable;

(v) shall waive any rights of setoff (including for unpaid premiums), recoupment, counterclaim or other deduction, whether by attachment or otherwise, against each Additional Insured;

(vi) shall waive any right of subrogation against any Additional Insured;

(vii) shall be primary without right of contribution from any other insurance that may be available to any Additional Insured;

(viii) shall provide that all of the liability insurance provisions thereof, except the limits of liability, shall operate in all respects as if a separate policy had been issued covering each party insured thereunder;

(ix) shall provide that none of the Additional Insureds shall be liable for any insurance premium; and

(x) shall contain a 50/50% Clause per Lloyd's Aviation Underwriters' Association Standard Policy Form AVS 103.

E. Reports and Certificates; Other Information. On or prior to the Closing Date and on or prior to each renewal date of the insurance policies required hereunder, the Company will furnish or cause to be furnished to the Mortgagee insurance certificates describing in reasonable detail the insurance maintained by the Company hereunder and the Company shall ensure that all premiums in connection with the insurance then due have been paid and such insurance complies with the terms of this Annex B.

F. Right to Pay Premiums. The Additional Insureds shall have the rights but not the obligations of an additional named insured. None of the Mortgagee and the other Additional Insured shall have any obligation to pay any premium, commission, assessment or call due on any such insurance (including reinsurance). Notwithstanding the foregoing, in the event of cancellation of any insurance due to the nonpayment of premiums, the Mortgagee and each other Additional Insured shall have the option, in its sole discretion, to pay any such premium in respect of an Aircraft that is due in respect of the coverage pursuant to this Mortgage and to maintain such coverage, as the Mortgagee or such Additional Insured may require, until the scheduled expiry date of such insurance and, in such event, the Company shall, upon demand, reimburse the Mortgagee or such Additional Insured for amounts so paid by them, together with interest therein at the Default Rate from the date of payment.

G. Deductibles; Self-insurance. The Company may self-insure with respect to an Aircraft to the same extent as it does with respect to, or maintain policies with deductibles or premium adjustment provisions consistent with similar provisions applicable to, other comparable aircraft operated by the Company; provided, however, that in the case of hull insurance, such self-insurance shall in no event exceed \$150,000,000 per policy year with respect to an Aircraft and all other comparable aircraft operated by the Company, taken together; and provided further that, in the case of public liability insurance, such self-insurance shall in no event exceed \$50,000,000 per policy year.

## ANNEX C

### FOREIGN REGISTRATION

Following the expiration or other early termination of an Oman Lease in respect of an Aircraft, the Mortgagee and the Company hereby agree, subject to the provisions of Section 3.02(e) of the Mortgage, that the Company shall be entitled to register such Aircraft or cause such Aircraft to be registered in a country other than the United States, subject to compliance with the following:

(i) each of the following requirements is satisfied:

(A) no Special Default or Event of Default shall have occurred and be continuing at the time of such registration; and

(B) such country is a country with which the United States then maintains normal diplomatic relations.

(ii) the Mortgagee shall have received an opinion of counsel (subject to customary exceptions) reasonably satisfactory to the Mortgagee addressed to the Mortgagee, the Administrative Agent and the Lenders as to the effect that:

(A) such country would recognize the Company's ownership interest in such Aircraft;

(B) after giving effect to such change in registration, the Lien of the Mortgage on the Company's right, title and interest in and to such Aircraft shall continue in the reasonable opinion of the Mortgagee as a valid and duly perfected first priority security interest and International Interest (subject to Permitted Liens) and all filing, recording or other action necessary to protect the same shall have been accomplished (or, if such opinion cannot be given at the time of such proposed change in registration because such change in registration is not yet effective, (1) the opinion shall detail what filing, recording or other action is necessary and (2) the Mortgagee shall have received a certificate from the Company that all possible preparations to accomplish such filing, recording and other action shall have been done, and such filing, recording and other action shall be accomplished and a supplemental opinion to that effect shall be delivered to the Mortgagee on or prior to the effective date of such change in registration);

(C) unless the Company or the lessee of such Aircraft shall have agreed to provide insurance covering the risk of requisition of use of such Aircraft by the government of such country (so long as such Aircraft is registered under the laws of such country), the laws of such country require fair compensation by the government of such country payable in currency freely convertible into Dollars and freely removable from such country (without license or permit, unless the Company prior to such proposed reregistration has obtained such license or permit or the obtaining thereof being

ministerial in nature and de minimis in expense) for the taking or requisition by such government of such use; and

(D) it is not necessary, solely as a consequence of such change in registration and without giving effect to any other activity of the Mortgagee (or any Affiliate of the Mortgagee), for the Mortgagee to qualify to do business in such jurisdiction as a result of such reregistration in order to exercise any rights or remedies with respect to such Aircraft.

(b) In addition, as a condition precedent to any change in registration, the Company shall have given to the Mortgagee and the Lenders assurances reasonably satisfactory to the Mortgagee:

(i) to the effect that the provisions of Section 3.02 of the Mortgage have been complied with after giving effect to such change of registration;

(ii) of the payment by Company of all reasonable out-of-pocket expenses of the Mortgagee in connection with such change of registry, including, without limitation (1) the reasonable fees and disbursements of counsel to the Mortgagee, (2) any filing or recording fees, Taxes or similar payments incurred in connection with the change of registration of such Aircraft and the creation and perfection of the security interest therein in favor of the Mortgagee for the benefit of the Lenders, and (3) all costs and expenses incurred in connection with any filings necessary to continue in the United States the perfection of the security interest in the Aircraft in favor of the Mortgagee for the benefit of the Lenders; and

(iii) to the effect that the tax and other indemnities in favor of each Person named as an indemnitee under any other Transaction Document afford each such Person substantially the same protection as provided prior to such change of registration (or Company shall have agreed upon additional indemnities that, together with such original indemnities, in the reasonable judgment of the Mortgagee, afford such protection).

**EXHIBIT A TO MORTGAGE**

**MORTGAGE SUPPLEMENT**

This MORTGAGE SUPPLEMENT NO. [\_\_\_], dated \_\_,

(herein called this "Mortgage Supplement") of SUN COUNTRY, INC., as the borrower (the "Company").

**WITNESSETH:**

WHEREAS, the Mortgage and Security Agreement, dated as of September 26, 2025 (the "Mortgage"), between the Company and UMB Bank, National Association, as Mortgagee (the "Mortgagee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof, which shall particularly describe the Aircraft, and shall specifically mortgage such Aircraft to the Mortgagee; and

WHEREAS, the Mortgage relates to the Aircraft, comprised of the Airframe and Engines described below, and a counterpart of the Mortgage is attached hereto and made a part hereof and this Mortgage Supplement, together with such counterpart of the Mortgage, is being filed for recordation on the date hereof with the FAA as one document;

NOW, THEREFORE, this Mortgage Supplement WITNESSETH that the Company hereby confirms that the Lien of the Mortgage on the Collateral covers all of the Company's right, title and interest in and to the following described property and that it hereby grants to the Mortgagee an "International Interest" (as defined in the Cape Town Convention on International Interests in Mobile Equipment and related Aircraft Equipment Protocol, as in effect in the United States) in the following airframe and engines:

**AIRFRAME**

One airframe identified as follows:

<u>Manufacturer</u>	<u>Model</u>	<u>FAA Registration Number</u>	<u>Manufacturer's Serial Number</u>
---------------------	--------------	--------------------------------	-------------------------------------

**AIRCRAFT ENGINES**

Two aircraft engines, each such engine being a jet propulsion aircraft engine with at least 1750 lb of thrust or its equivalent, identified as follows:

<u>Manufacturer</u>	<u>Manufacturer's Model</u>	<u>Serial Number</u>
---------------------	-----------------------------	----------------------

Together with all of the Company's right, title and interest in and to (a) all Parts of whatever nature, which from time to time are included within the definition of "Airframe" or "Engine", whether now owned or hereafter acquired, including all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Airframe and Engines (other than additions, improvements, accessions and accumulations which constitute appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment excluded from the definition of Parts) and (b) all Aircraft Documents.

**TO HAVE AND TO HOLD** all and singular the aforesaid property unto the Mortgagee, its successors and assigns, in trust for the equal and proportionate benefit and security of the Lenders without any preference, distinction or priority of any one Loan over any other by reason of priority of time of issue, sale, negotiation, date of maturity thereof or otherwise for any reason whatsoever, except as provided in the Mortgage, and for the uses and purposes and subject to the terms and provisions set forth in the Mortgage.

This Mortgage Supplement shall be construed as supplemental to the Mortgage and shall form a part thereof. The Mortgage is hereby incorporated by reference herein and is hereby ratified, approved and confirmed. This Mortgage Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

**AND, FURTHER**, the Company hereby acknowledges that the Aircraft referred to in this Mortgage Supplement has been delivered to the Company and is included in the property of the Company subject to the pledge and mortgage thereof under the Mortgage.

\* \* \*

Exhibit A  
Page 2

**IN WITNESS WHEREOF**, the Company has caused this Mortgage Supplement to be duly executed by one of its officers, thereunto duly authorized, on the day and year first above written.

**SUN COUNTRY, INC.**

By: \_\_\_

Name:

Title:

Exhibit A

Page 3

Schedule 1  
Page 1