

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 001-40217



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

Delaware  
(State or other jurisdiction of incorporation or organization)  
2005 Cargo Road  
Minneapolis, Minnesota  
(Address of principal executive offices)

82-4092570  
(I.R.S. Employer Identification No.)  
55450  
(Zip Code)

Registrant's telephone number, including area code: (651) 681-3900  
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	SNCY	The Nasdaq Stock Market LLC

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act.

Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer   
Smaller reporting company  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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2023 was approximately \$911 million.

Number of shares outstanding by each class of common stock, as of December 31, 2023: Common Stock, \$0.01 par value 53,291,001 shares outstanding

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive proxy statement relating to the 2024 Annual Meeting of Stockholders are incorporated herein by references in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2023.

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## GLOSSARY OF TERMS

Set forth below is a glossary of certain terms used in this annual report on Form 10-K (this "Annual Report"):

"Acquisition Date" means April 11, 2018, the date that certain investment funds managed by affiliates of Apollo (the "Apollo Funds") acquired Sun Country, Inc.

"Adjusted CASM" means CASM excluding fuel costs, non-cash management stock compensation expense, costs arising from our Cargo operations, depreciation and amortization recognized on certain assets that generate lease income, certain commissions, and other costs of selling our vacations product. When Adjusted CASM is referenced or presented for other airlines, it has been adjusted to our average stage length for the period presented.

"Aircraft miles" means miles flown by all of our aircraft, measured by summing up the miles for each completed flight segment.

"Air traffic liability" means the value of tickets sold in advance of travel.

"ALPA" means the Air Line Pilots Association, the union representing our pilots.

"Amazon" means Amazon.com Services, LLC, together with its affiliates.

"AMFA" means Aircraft Mechanics Fraternal Organization, the union representing our technicians and related craft employees.

"Ancillary revenue" consists primarily of revenue generated from air travel-related services such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales.

"Ancillary services" refers to the services that generate ancillary revenue.

"APIC" means Additional Paid-in Capital.

"Apollo" means Apollo Global Management, Inc. and its subsidiaries.

"Apollo Stockholder" means SCA Horus Holdings, LLC, which is an affiliate of certain investment funds managed by affiliates of Apollo.

"ASAP" means Aviation Safety Action Program.

"ATSA" means the Air Transportation Services Agreement, dated as of December 13, 2019, as amended as of June 30, 2020, by and between Sun Country, Inc. and Amazon, as amended or modified from time to time.

"Available seat miles" or "ASMs" means the number of seats available for passengers multiplied by the number of miles the seats are flown.

"Average aircraft" means the average number of aircraft used in flight operations, as calculated on a monthly basis.

"Average daily aircraft utilization" means block hours divided by number of days in the period divided by average aircraft.

"Average stage length" means the average number of statute miles flown per flight segment.

"Block hours" means the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination.

"CARES Act" means Coronavirus Aid, Relief, and Economic Security Act.

"Cargo service" includes our CMI service operations under the ATSA.

"CASM" or "unit costs" is Cost per Available Seat Mile and is calculated using total operating expenses divided by total ASMs.

"CBA" means a collective bargaining agreement.

"CBP" means the United States Customs and Border Protection.

"Charter service" means flights operated for specific customers who purchase the entire flight from us and specify the origination and destination.

"CIO" means Chief Information Officer.

"CISO" means Chief Information Security Officer.

"Citizen of the United States" means (A) an individual who is a citizen of the United States; (B) a partnership each of whose partners is an individual who is a citizen of the United States; or (C) a corporation or association organized under the laws of the United States or a State, the District of Columbia, or a territory or possession of the United States, of which the president and at least two-thirds of the board of directors and other managing officers are citizens of the United States, which is under the actual control of citizens of the United States, and in which at least 75% of the voting interest is owned and controlled by persons that are citizens of the United States.

"CMI service" means an arrangement whereby a cargo customer provides us with aircraft, pursuant to a sublease, and we provide crew, maintenance, and insurance to operate such aircraft on the customer's behalf. Amazon is currently our only CMI service customer.

"CODM" means Chief Operating Decision Maker.

"Completion factor" means the percentage of scheduled flights that are completed.

"CO2" means carbon dioxide.

"CORSIA" means Carbon Offsetting and Reduction Scheme for International Aviation.

"COSO" means Committee of Sponsoring Organizations of the Treadway Commission.

"COVID-19" means the novel coronavirus (SARS-CoV-2), which was first reported in December 2019.

"Credit Agreement" means the five-year credit agreement executed on February 10, 2021.

"DDTL" means the Delayed Draw Term Loan Facility.

"DoD" means the U.S. Department of Defense.

"DOT" means the United States Department of Transportation.

"DTC" means Depository Trust Company.

"EPA" means the United States Environmental Protection Agency.

"ESG" means environmental, social and governance.

"EWR" means Newark International Airport.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"FAA" means the United States Federal Aviation Administration.

"FCPA" means the Foreign Corrupt Practices Act.

"FDIC" means the Federal Deposit Insurance Corporation.

"Flight cycle" means a cycle consisting of one take-off and one landing.

"Freighters" include the aircraft operated under the ATSA, which are configured exclusively for Cargo operations.

"GAAP" means Generally Accepted Accounting Principles.

"GDS" means a Global Distribution System, such as Amadeus, Sabre and Travelport, used by travel agencies and corporations to purchase tickets on participating airlines.

"GHG" means greenhouse gasses.

"IATA" means the International Air Transport Association.

"IBT" means the International Brotherhood of Teamsters, the union representing our flight attendants.

"ICAO" means the International Civil Aviation Organization.

"IPO" means the Initial Public Offering.

"ITGCs" means Information Technology General Controls.

"JFK" means John F. Kennedy International Airport.

"LAX" means Los Angeles International Airport.

"LCC" means low-cost carrier and includes JetBlue Airways, Southwest Airlines, Alaska Airlines and Hawaiian Airlines.

"Legacy Network Airlines" includes Delta Airlines, American Airlines, and United Airlines.

"Load factor" means the percentage of aircraft seat miles actually occupied on a flight (RPMs divided by ASMs) for Scheduled Service.

"LTV" means Loan-to-Value.

"MLS" means Major League Soccer.

"MSP" means Minneapolis – St. Paul International Airport.

"Nasdaq" means Nasdaq Global Select Market.

"NCAA" means the National Collegiate Athletic Association.

"NMB" means the National Mediation Board.

"NOLs" means net operating losses.

"NYSE" means New York Stock Exchange.

"OFAC" means the Office of Foreign Assets Control.

"On-Time Arrival" means percentage of scheduled flights that arrived at their scheduled time.

"ORD" means Chicago O'Hare International Airport.

"OTAs" means online travel agents.

"Owned Aircraft Held for Operating Lease" means the Company's 737-900ERs that are currently on lease to an unaffiliated airline.

"Passengers" means the total number of passengers flown on all flight segments.

"PEB" means the Presidential Emergency Board.

"Revenue passenger miles" or "RPMs" means the number of miles flown by passengers.

"RLA" means the United States Railway Labor Act.

"RSUs" mean Restricted Stock Units.

"Rule 10b5-1" means Rule 10b5-1 under the Exchange Act.

"Scheduled Service" means transportation of passengers on flights we operate in and out of airports on a schedule of routes and flight times we provide for general sale.

"Scheduled Service Revenue" consists of base fares, unused and expired passenger credits and other expired travel credits for Scheduled Service.

"SCV" means Sun Country Vacations.

"SEC" means the Securities and Exchange Commission.

"SeMS" means Security Management System.

"SFO" San Francisco International Airport.

"SLA" means Service Level Agreement.

"SMS" means Safety Management System.

"SOC" means System and Organizations Controls.

"SVB" means the Silicon Valley Bank.

"TRA" means the Tax Receivable Agreement with pre-IPO stockholders.

"TRASM" or "unit revenue" means total revenue divided by total ASMs. Scheduled Service TRASM includes Scheduled Service revenue, Ancillary revenue, and ASM generating revenue classified within Other Revenue on the Consolidated Statement of Operations divided by Scheduled Service ASMs.

"TSA" means the United States Transportation Security Administration.

"TWU" means the Transport Workers Union, the union representing our dispatchers.

"ULCC" means ultra low-cost carrier and includes Allegiant Travel Company, Frontier Airlines and Spirit Airlines.

"U.S. Citizens" means citizens of the United States.

"VFR" means visiting friends and relatives.

"VIEs" means variable interest entities.

"VIP" means Very Important Person.

## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report contains “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, which involve risks and uncertainties. These forward-looking statements are generally identified by the use of forward-looking terminology, including the terms “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “likely,” “may,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “target,” “will,” “would” and, in each case, their negative or other various or comparable terminology. All statements other than statements of historical facts contained in this Annual Report, including statements regarding our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management, and expected market growth are forward-looking statements. The forward-looking statements are contained principally in the sections entitled “Business,” “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations”.

These statements are based on assumptions and involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Important factors that could cause our results to vary from expectations include, but are not limited to, the items discussed under “Risk Factors” in this Annual Report. Given these uncertainties, undue reliance should not be placed on these forward-looking statements. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. We anticipate that subsequent events and developments will cause our views to change. This Annual Report and the documents filed as exhibits hereto should be read completely and with the understanding that our actual future results may be materially different from what we expect. Our forward-looking statements do not reflect the potential impact of any future acquisitions, merger, dispositions, joint ventures, or investments we may undertake. We qualify all of our forward-looking statements by these cautionary statements.



## SUMMARY OF PRINCIPAL RISK FACTORS

Our business is subject to a number of risks and uncertainties that may affect our business, results of operations and financial condition, or the trading price of our common stock or other securities. We caution the reader that these risk factors may not be exhaustive. We operate in a continually changing business environment, and new risks and uncertainties emerge from time to time. Management cannot predict such new risks and uncertainties, nor can it assess the extent to which any of the risk factors below or any such new risks and uncertainties, or any combination thereof, may impact our business. These risks are more fully described in Part I, [Item 1A](#) of this Annual Report.

- *The effects of a viral or bacterial infection, disease or similar public health threat, including travel restrictions, social distancing measures and decreased demand for air travel.*
- *Changes in economic conditions, including inflationary pressures.*
- *The price and availability of aircraft fuel and our ability to control other costs.*
- *Threatened or actual terrorist attacks, war, or other security concerns involving airlines could have a material adverse effect on our business, results of operations and financial condition.*
- *The ability to operate in an exceedingly competitive industry.*
- *Factors beyond our control, including air traffic congestion, adverse weather, federal government shutdowns, aircraft-type groundings, increased security measures or outbreaks of disease.*
- *Any restrictions on or increased taxes applicable to charges for ancillary products and services.*
- *The concentration of our business in the Minneapolis-St. Paul market and the concentration of our Cargo business with Amazon.*
- *Risks associated with our presence in international markets.*
- *Changes in applicable laws and regulations, including regulation to reduce emissions of greenhouse gases.*
- *Labor shortages and our ability to attract and retain qualified personnel, including but not limited to, pilots and technicians, at a reasonable cost or maintain our company culture.*
- *Our reliance on our and third-party technology and systems.*
- *Increases in insurance costs or reductions in insurance coverage.*

Unless otherwise indicated or the context otherwise requires, all dollars are stated in thousands within this Annual Report.

## **PART I**

### **ITEM 1. BUSINESS**

#### **Overview**

Sun Country Airlines is a new breed of hybrid low-cost air carrier that dynamically deploys shared resources across our synergistic Scheduled Service, Charter, and Cargo businesses. By doing so, we are able to generate high growth, high margins and strong cash flows with greater resilience than other passenger airlines. Based in Minnesota, we focus on serving leisure and VFR passengers, charter customers, and providing CMI service to Amazon, with flights throughout the United States and to destinations in Canada, Mexico, Central America and the Caribbean. We share resources, such as flight crews, across our Scheduled Service, Charter and Cargo business lines with the objective of generating high returns and margins and mitigating the seasonality of our route network. We optimize capacity using an agile peak demand scheduling strategy which aims to shift flying to markets during periods of peak demand and away from markets during periods of low demand. This allows us to produce higher unit revenue with a competitive low-cost structure, in line with other ULCCs, resulting in best-in-class unit profitability, while also providing greater resiliency to economic or industry downturns. This strategy has been implemented and executed by an experienced management team with deep knowledge of the industry.

We flex our capacity by day of the week, time of year and line of business to capture what we believe are the most profitable, peak demand, flying opportunities available from both our MSP home market and our network of non-MSP markets. In addition to these network shifts, we also shift aircraft between our Scheduled Service and Charter businesses to maximize the return on our assets. We regularly schedule our fleet using what we refer to as “Power Patterns”, which involves scheduling aircraft and crew on trips that combine Scheduled Service and Charter legs, dynamically replacing what would be lower margin Scheduled Service flights with Charter opportunities. Our agility is supported by our variable cost structure and the cross utilization of our people and assets between our lines of business. Our synergies from cross-utilization have increased since we began providing CMI services because our pilots are interchangeably deployed between Scheduled Service, Charter and Cargo flights.

We have invested in numerous projects to create a well-regarded product and brand that we believe is superior to ULCCs while maintaining lower fares than LCCs and larger full-service carriers. We believe that our cabin experience is a differentiator amongst ULCCs. All of our aircraft have new state-of-the-art seats that comfortably recline and have full size tray tables. Our seats have an average pitch of approximately 31 inches, giving our customers comparable legroom to Southwest Airlines and greater legroom than all ULCCs in the United States. We also provide seat-back power, complimentary in-flight entertainment and free beverages to improve the overall flying experience for our customers.

#### **Our Fleet**

We fly a single-family fleet of mid-life Boeing 737-NG aircraft, which allows us to maintain a cost base comparable to ULCCs. Flying mid-life Boeing 737-NG aircraft allows us to maintain low aircraft ownership costs and have lower acquisition costs when compared to new Boeing 737 aircraft, both of which more than offset their higher ongoing maintenance and repair costs. Lower ownership costs allow us to maintain lower unit costs at lower levels of utilization. This allows us to concentrate our Scheduled Service flying during periods of peak demand, and also allows us to park aircraft during periods of low demand at a lower cost than other airlines.

In addition to the benefits of lower all-in ownership costs, we do not have an aircraft order book because we only purchase mid-life aircraft. As a result, unlike many other airlines, we are not locked into large future capital expenditures. Rather, we have the ability to opportunistically take advantage of aircraft prices with purchases at the time of our choosing. Our single-family aircraft fleet also has operational and cost advantages, such as allowing for optimization of crew scheduling and training and lower maintenance costs. Our fleet is reliable, and we have demonstrated the ability to maintain our high completion factor during harsh weather conditions. For

more information on our operational performance and comparisons to our competitors, see "Operational Performance" included within Part I, Item 1, "Business".

As of December 31, 2023, our fleet consisted of 60 Boeing 737-NG aircraft. This includes 42 aircraft in the passenger fleet, 12 cargo operated aircraft through the ATSA with Amazon, and six aircraft that are currently on lease to unaffiliated airlines. Our fleet is managed through our two reportable segments: Passenger, which is comprised of Scheduled Service and Charter, and Cargo.

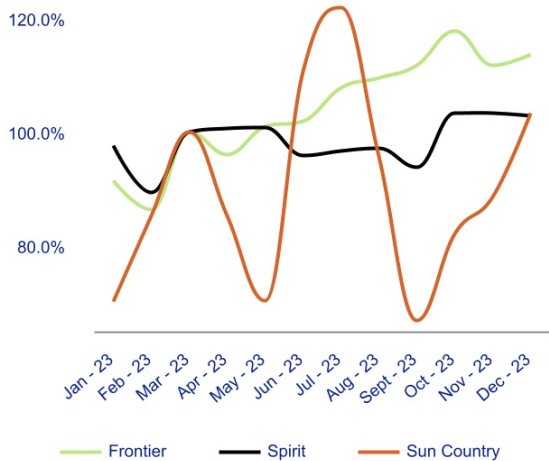
**Our Unique Business Model**

**Scheduled Service.** Our Scheduled Service business combines low costs with a high-quality product to generate higher TRASM than ULCCs while maintaining lower Adjusted CASM than LCCs, resulting in best-in-class unit profitability. We offer a high-quality product that we believe is superior to ULCCs and consistent with that of LCCs. Our product includes non-stop flights to popular destinations, generous legroom, complimentary beverages, in-flight entertainment, and in-seat power. For the years ended December 31, 2023 and 2022, we flew 4.1 million and 3.6 million Scheduled Service passengers, respectively. For the years ended December 31, 2023 and 2022, our total fare was approximately \$176.30 and \$175.29, respectively.

We provide low-fare passenger airline service primarily to leisure and VFR travelers. Our low fares are designed to stimulate demand from price-sensitive travelers seeking a superior product to ULCCs. We operate our Scheduled Service business using a flexible capacity model focused on peak demand. Our flexible business model provides greater resiliency to economic and industry downturns than a traditional Scheduled Service carrier. Our flying continued to be more seasonal in 2023, as only 2% of our total Scheduled Service routes were daily, year-round routes to three locations. The following charts demonstrate that our Scheduled Service schedule is highly variable by day of the week and time of year.

**Seasonal Demand Dictates Monthly Scheduled Service Schedule**

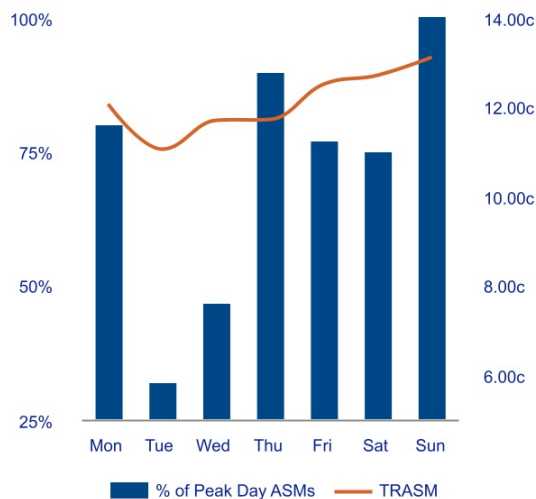
Monthly Seats as a % of March 2023 Seats



**Day-of-Week Capacity Determined by Scheduled Service Demand Patterns <sup>(1)</sup>**

(% of Peak Day ASMs)

(TRASM in cents)



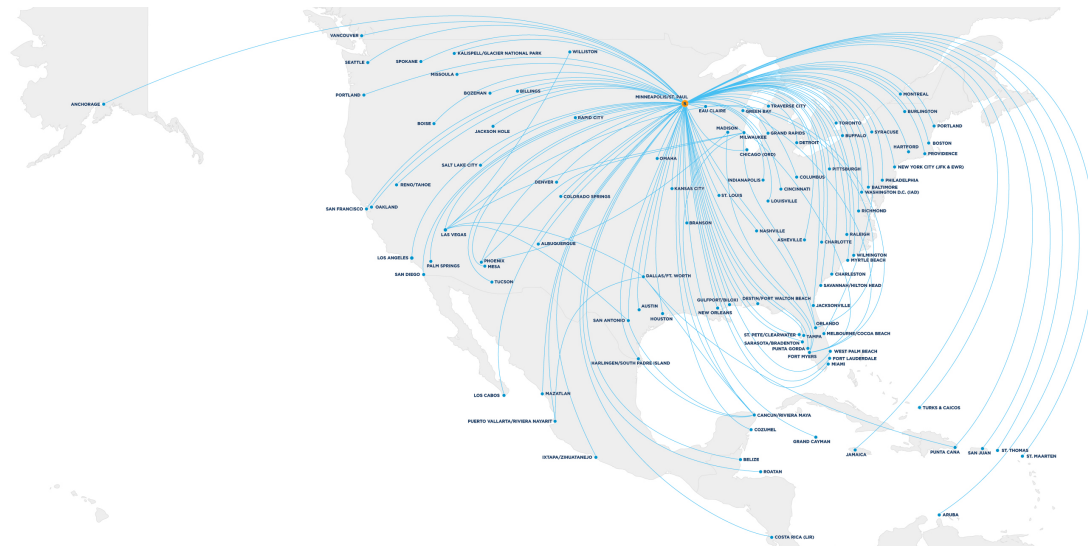
(1) Based on fiscal year 2023 data

Our Scheduled Service business includes many cost characteristics of ULCCs, such as an unbundled product (which means we offer a base fare and allow customers to purchase ancillary products and services for an additional fee), and point-to-point service. Sources of our ancillary revenue include air travel-related services such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales. Part of our strategy is to reduce base fares to stimulate demand while increasing ancillary revenue

per passenger, which we believe offers passengers more choice and generates more ancillary revenue. Our on-board sales are also designed to enhance the customer experience, including local passenger favorite brands of beer, wine and spirits. For the years ended December 31, 2023 and 2022, our average ancillary revenue per passenger was approximately \$66.69 and \$53.49, respectively.

We also earn revenue from our SCV products, including commissions from the sale of third-party hotel rooms and rental cars. Our SCV products facilitate booking a flight and land package at a discounted price for our customers. We offer vacation products to promote “one stop shopping.” Our Other Revenue also includes revenue from our co-branded credit card and rental revenue related to certain relationships where the Company acts as an aircraft lessor.

### 2023 Scheduled Service Route Map



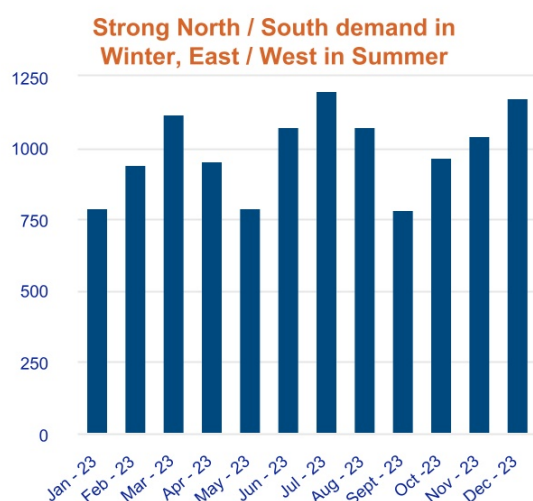
**Scheduled Service Route Network.** As Minnesota’s hometown airline, a substantial portion of our business is serving markets originating or ending in MSP. We fly out of Terminal 2 at MSP, which we believe is preferred by many flyers because of its smaller layout, shorter security wait times, close parking relative to check-in and full suite of retail shops. As of December 31, 2023, we have access to eight of the 14 gates in Terminal 2.

We have been based in the Minneapolis-St. Paul area since our founding over 40 years ago, where our brand is well-known and well-respected. We are the largest low-cost airline operating at MSP, which is our largest base, and the second largest airline at MSP after Delta Air Lines. We have been focused on developing our network at MSP and have grown our non-stop destinations from MSP by over 70% since 2019. Our MSP network served approximately 89 markets in 2023. As a result of our focus on flying during seasonal peak periods, our well-respected brand and product, and our strong position in Minneapolis, we have historically enjoyed a TRASM premium to other leisure airlines at MSP.

Our peak demand strategy focuses on profitable flying opportunities available from both our MSP home market and our network of non-MSP markets. As a result, our route network varies widely throughout the year. We have a successful history of opening and closing stations to meet seasonal demand and we expect to continue to identify high demand markets where other airlines have been unable to respond to market needs during periods of seasonal demand. Since the start of 2023, we have launched 23 new markets. Non-MSP service is an increasingly significant portion of our business, comprising 28% of all the markets served in 2023. As part of the ongoing assessment of market opportunities, we continue to identify future growth opportunities, primarily from Midwest locations to warm weather leisure destinations and large markets with fragmented and seasonal demand peaks.

**MSP Departures**

(# of Departures)



**Top 5 Destinations from MSP in....**

March 2023	
Orlando, Florida	<b>44%</b> of Departures
Cancun, Mexico	
Fort Meyers, Florida	
Phoenix, Arizona	
Las Vegas, Nevada	

July 2023	
Los Angeles, California	<b>30%</b> of Departures
San Francisco, California	
Seattle, Washington	
Las Vegas, Nevada	
Anchorage, Alaska	

**Charter.** Our Charter business, which is one of the largest narrow body Charter operations in the United States, is a key component of our strategy both because it provides inherent diversification and downside demand protection, and because it is synergistic with our other businesses. This allows for the most profitable use of the aircraft, either Scheduled Service or Charter, to be selected at any point in time. Our Charter business has several favorable characteristics, including large repeat customers, and the ability to pass through certain costs, including fuel. Our air carrier operating certificate, labor agreements and operating capabilities allow us to fly to numerous destinations, which we believe is a benefit to our Charter Service.

Our Charter business includes ad hoc, repeat, short-term and long-term service contracts with pass-through fuel arrangements and annual rate escalations. Our diverse Charter customer base includes, but is not limited to casino operators, the DoD, and collegiate and professional sports teams. In October 2021, we signed a five-year agreement to provide Charter Service to all MLS teams. MLS features 29 clubs throughout the United States and Canada, in addition to future expansion teams. We are a leading charter airline for collegiate sports including the NCAA Championships, as well as individual team travel. In March 2022, we began to provide Charter Service to Caesars Entertainment, Inc. This agreement restarted a relationship between the two organizations that had previously ended in 2020. Most of these contracts are non-cyclical because the DoD and sports teams still fly during normal economic downturns, and our casino contracts are long-term in nature. We also operate regularly scheduled VIP Charter Services to certain specified locations with continuous service and an aircraft outfitted with an all first-class configuration. For the years ended December 31, 2023 and 2022, Charter block hours under long-term contracts comprised 80% and 76% of the total Charter flying performed, respectively.

**Cargo.** We are flying 12 Boeing 737-800 cargo aircraft for Amazon. Our Cargo service, as performed under the ATSA, serves destinations within Amazon’s network. Our Cargo business also enables us to leverage certain assets, capabilities and fixed costs to enhance profitability and promote growth across our Company. For example, we believe that by deploying pilots across each of our business lines, we increase the efficiency of our operations. To the extent we can optimize flight crew on cargo aircraft with overlapping Scheduled or Charter Service, we attempt to capture those synergies as well, though they are not core to that line of

business. However, like the Charter and Scheduled Service business, aircraft and crew utilization can be optimized by filling in Cargo service in periods when Scheduled Service and Charter flying is less profitable.

Our CMI service is asset-light, as Amazon supplies the aircraft and covers many of the operating expenses, including fuel, and provides all cargo loading and unloading services. We are responsible for flying the aircraft under our air carrier certificate, crew, aircraft line maintenance and insurance, all of which allow us to leverage our existing operational expertise from our Scheduled Service and Charter businesses. The ATSA has generated consistent cash flows, including during the COVID-19 induced downturn, and provides for annual rate escalations. The ATSA offers potential future growth opportunities by establishing a long-term partnership with Amazon.

The ATSA is a six-year contract and includes two, two-year extensions, providing for a total term of ten years if both extension options are exercised. The option to renew the ATSA for two additional two-year terms is at Amazon's sole discretion, subject to Amazon providing Sun Country with at least 180 days' prior written notice before the expiration of the then-current term.

## **Competition**

The airline industry is highly competitive. The principal competitive factors in the airline industry are ticket prices, flight schedules, aircraft type, passenger amenities, customer service, reputation and loyalty programs. We have different competitive sets in our Scheduled Service business, Charter business and Cargo business.

Our competitors and potential competitors in the Scheduled Service business include both legacy network airlines and low-cost airlines. Our key competitors on domestic routes include Alaska Airlines, Allegiant Travel Company, American Airlines, Delta Air Lines, Frontier Airlines, Hawaiian Airlines, JetBlue Airways, Southwest Airlines, Spirit Airlines and United Airlines. Our Charter business competitors include charter-only operators Swift/iAero Airways, as well as other scheduled passenger carriers who also operate charter flying, such as Delta Air Lines.

The principal competitors for our Cargo business include ATSG, Atlas Air, and Hawaiian Airlines. Our on-time arrival performance for our Cargo business since starting operations in May 2020, together with our operational capabilities, give us a stable position with our customer, Amazon.

Our principal competitive advantages include our: diversified and resilient business model, agile peak demand scheduling strategy, tactical mid-life fleet with flexible operations, superior low-cost product and brand, competitive low-cost structure, strong position in our profitable MSP home market and our seasoned management team. We also believe the association of our brand with a high level of operational performance differentiates us from our competitors and enables us to generate greater customer loyalty.

The majority of our competitors maintain higher utilization to keep their unit costs low, which makes it difficult for them to serve markets on a highly seasonal or day-of-week basis. Our ability to maintain low unit costs at low utilization provides us with a competitive advantage to execute our agile peak demand network planning structure. Our peak demand strategy allows us to move into new markets quickly during periods when demand is maximized and there is less competitive pricing pressure.

See also *"Risk Factors - Risks Related to Our Industry - The airline industry is exceedingly competitive, and we compete against new entrants, LCCs, ULCCs, legacy network airlines and cargo carriers; if we are not able to compete successfully in our markets, our business will be materially adversely affected."*

## **Seasonality**

The airline industry has significant seasonal fluctuation in demand. Our network strategy is designed to take advantage of the seasonal nature of the leisure customer's needs by concentrating our flying in seasons when demand is strongest and flying significantly less in seasons when demand is lower. As a result, our passenger business is subject to significant seasonal fluctuations, especially our Scheduled Service. While our passenger business will remain highly seasonal, our Cargo operations will have the effect of mitigating seasonal troughs. For example, when our scheduled flying demand is lower during the fall and early December, our Cargo service remains consistent and grows until Christmas.

Traditionally, our business is geared towards north to south travel from MSP and the upper Midwest in the winter months, our strongest travel season. During the summer months, we focus on VFR traffic from MSP and leisure travelers originating in non-MSP markets. Although our actual results vary by season, we pride ourselves on the ability to adjust our route network and Charter Service to accommodate seasonality.

## **Distribution**

We sell our Scheduled Service flights through direct and indirect distribution channels with the goal of selling in the most efficient way across our customer base. Our direct distribution channels include our website and call center, and indirect distribution channels include third parties, such as travel agents and OTAs (e.g., Priceline and websites owned by Expedia, including Orbitz and Travelocity).

Our direct distribution channels are our lowest cost methods of distributing our product. In addition, they provide more opportunities to sell ancillary products and services, such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, and other fees. With our *Navitaire*-based reservation system and enhanced website, we have experienced a significant increase in the proportion of our bookings that are sold through direct channels. Sales through direct channels for the years ended December 31, 2023 and 2022 were 78% and 73%, respectively.

Indirect distribution channels remain important outlets to sell our flights. Our movement in and out of markets where we may not have an established brand presence, is facilitated by the availability of our inventory through GDS companies (e.g., Amadeus, Sabre and Travelport). We also generate sales through OTAs, which also broadens our ability to sell in highly seasonal markets. Sales through these relatively higher cost indirect channels for the years ended December 31, 2023 and 2022 were 22% and 27%, respectively.

We sell our Charter Services through an internal, dedicated sales team that is focused on long-term relationships with key customers, brokers, organizations, and college and professional sports teams. While our CMI service is presently dedicated to Amazon and governed by the ATSA, we may expand our Cargo business by marketing to new potential customers.

## **Marketing**

We are focused on direct-to-consumer marketing targeted at our core leisure and VFR travelers who pay for their own travel costs. Our marketing message is designed to convey our affordable and convenient flight options to leisure destinations. We often include our low base fares in marketing materials in order to stimulate demand.

Our marketing tools are our proprietary email distribution list consisting of over two million email addresses, our Sun Country Rewards program, as well as advertisements online, on television, radio, digital billboards and other channels. Our objective is to use our low prices, quality customer service, and differentiated in-flight product to stimulate demand and drive customer loyalty.

We have a team of business development professionals who utilize business-to-business methods to identify opportunities and develop and maintain relationships with potential Charter customers. We do not presently market our Cargo business.

## **Loyalty Program**

Our Sun Country Rewards loyalty program rewards and encourages Scheduled Service customer loyalty and we believe it is well tailored to serving the leisure passenger. Points earned are treated like currency and can be applied towards the purchase price of all or a portion of our air travel tickets. This makes our program more valuable to leisure customers who travel less frequently and would have difficulty accumulating enough points to get discounted travel on other airlines. The Sun Country Airlines co-branded credit card is the primary vehicle for our customers to earn points and our loyalty program is geared specifically towards supporting adoption and continued use of the credit card. Sun Country Rewards offers award travel on every flight without blackout dates. Points expire 36 months after the date they were earned, except those points held by Sun Country co-branded cardholders do not expire so long as the holder maintains the card as active. Rewards are not available to Charter or Cargo customers.

## Operational Performance

We are committed to delivering excellent operational performance, even in extreme weather conditions, which we believe supports our “peak demand,” leisure-focused business model and will strengthen customer loyalty and attract new customers. This focus also strengthens our relationship with our cargo customer, Amazon, who has incentives and disincentives for performance in the ATSA. Our operational performance is enabled by our capable and dedicated workforce in maintenance, ground, flight crew and system operations, as well as our highly capable fleet of 737-NG aircraft, which are equipped to operate in adverse weather conditions. Our primary operational metric is completion factor because most of our markets are operated less than daily. Our Scheduled Service completion factor, including the adverse impact of weather, was 99.0% and 98.8% for the years ended December 31, 2023 and 2022, respectively.

## Aircraft Fuel

Aircraft fuel is one of our largest individual expenses, representing approximately 27% and 32% of our total operating costs for the years ended December 31, 2023 and 2022, respectively. The price and availability of jet fuel are volatile due to global economic and geopolitical factors as well as domestic and local supply factors. Our historical fuel consumption and costs were as follows:

	Year Ended December 31,	
	2023	2022
Fuel Gallons Consumed (in thousands)	79,574	71,690
Fuel cost per gallon, excluding indirect fuel credits	\$ 3.11	\$ 3.75

Gallons consumed includes Scheduled Service and Charter operations where we are responsible for fuel and are later reimbursed by the customer, but does not include Cargo. In general, our charter operations and the ATSA have pass-through provisions for fuel costs. Under our charter agreements, we are either responsible for arranging for fuel on behalf of the customer (agent), or we are directly responsible for providing fuel (principal). The fuel costs under both charter arrangements are reimbursed by the customer. When we are acting as an agent for the Customer, reimbursable fuel costs are recorded net of the revenue recognized. For those reasons, they are not included in the measure above. In charter arrangements where we are the principal, the reimbursed fuel costs are recognized as revenue and the fuel costs are recognized with Aircraft Fuel Expense on the Statement of Operations. These amounts are reflected in the measure above.

Average price per gallon includes related fuel fees and taxes, as well as indirect fuel credits that are recognized within Aircraft Fuel expense, but are not directly related to our Fuel Cost per Gallon.

Our low-cost business model demands that we consistently look for ways to reduce the amount of jet fuel we consume. These jet fuel reduction initiatives include:

- *Efficient seating* - we optimize the number of seats on our plane, making each flight as fuel efficient as possible.
- *Focus on demand* - we understand our customers travel needs and patterns. We conserve fuel by limiting ferry flights and flying when and where demand exists.
- *On-the-ground tactics* - our commitment to fuel efficiency includes tactical on-ground procedures, such as only using one engine to taxi around the airport, which allows us to reduce fuel consumption.

## Technical Operations: Maintenance, Repairs and Overhaul

We have an FAA mandated and approved maintenance program, which is administered by an experienced group of Technical Operations leaders. All of our technicians are two-licensed Airframe and Powerplant and undergo extensive initial and recurrent training. Aircraft maintenance and repair consists of routine and non-routine maintenance. Work performed is divided into three general categories: line maintenance, heavy maintenance, and component maintenance.



Line maintenance work is handled by our employees and maintenance contractors and consists of work performed between flights or overnight. Performing effective line maintenance is critical in maintaining a reliable operation and represents the majority of and most extensive maintenance we perform. Line maintenance consists of routine daily and weekly scheduled maintenance checks and unplanned maintenance on our aircraft. We maintain Sun Country technicians in Minneapolis, with limited line maintenance capabilities in Gulfport, Mississippi, Dallas-Fort Worth/Alliance Fort Worth, Texas, Lakeland Linder Airport, Florida, and Laughlin/Bullhead International Airport, Arizona. All other line maintenance is provided by third-party maintenance contractors as needed.

Heavy maintenance consists of engine, auxiliary power units, landing gear, and airframe overhauls, which some are quite extensive and can take several months to complete. We maintain an inventory of spare engines to provide for continued operations during engine maintenance events. Airframe heavy maintenance visits consist of a series of complex tasks that generally take from one to six weeks to accomplish and are performed on a set schedule with varying repeat intervals. Due to our relatively small fleet size and projected fleet growth, we believe outsourcing all of our heavy maintenance, engine restoration and major part repair is more economical. On our cargo aircraft, heavy maintenance is a pass-through expense to our customer, Amazon.

We outsource component maintenance. Component maintenance consists of the ongoing and routine maintenance of aircraft components that are line replaceable units. These contracts cover the majority of our aircraft component inventory acquisition, replacement and repairs, thereby reducing the need to carry extensive spare parts inventory.

### **Human Capital**

As of December 31, 2023, we had 2,783 employees.

FAA regulations require pilots to have commercial licenses with specific ratings for the aircraft to be flown and to be medically certified as physically fit to fly. FAA and medical certifications are subject to periodic renewal requirements including recurrent training and recent flying experience. Technicians, quality-control inspectors and flight dispatchers must be certificated and qualified for specific aircraft. Flight attendants must have initial and periodic competency training and qualification. Training programs are subject to approval and monitoring by the FAA. Management personnel directly involved in the supervision of flight operations, training, maintenance and aircraft inspection must also meet experience standards prescribed by FAA regulations.

As of December 31, 2023, approximately 65% of our employees were represented by labor unions under collective-bargaining agreements as set forth in the table below. AMFA organized our technicians in 2022 and negotiations for an initial collective bargaining agreement with our technicians and related craft employees began in October of 2022 and negotiations are ongoing with the assistance of a federal mediator appointed by the NMB. IBT organized our below-the-wing employees in 2023 and negotiations began in March of 2023 and are ongoing. Our collective bargaining agreement with our pilots is amendable on December 21, 2025. Our collective bargaining agreement with our flight attendants became amendable on December 31, 2019. We entered into negotiations in November 2019. Negotiations were paused by mutual consent in March 2020 due to the COVID-19 pandemic. We restarted negotiations with our flight attendants in October of 2021 and in July of 2023, we and IBT jointly requested the appointment of a mediator through the NMB. The NMB has appointed a mediator, and the parties began mediated negotiations in December of 2023 and are ongoing. Our dispatchers ratified a new collective bargaining agreement in December 2019, which is amendable on November 30, 2024.

As of December 31, 2023, the status of the collective-bargaining agreements for our employees was as follows:

Employee Group	Number of Employees	Representative	Status of Agreement/Amendable Date
Pilots	616	ALPA	Amendable in December 2025
Flight Attendants	675	IBT	Currently amendable (commenced as of December 2019)
Dispatchers	33	TWU	Amendable in November 2024
Technicians and related craft employees	206	AMFA	Contract in negotiations
Below the Wing Fleet Service Employees	273	IBT	Contract in negotiations

The RLA governs our relations with labor organizations. Under the RLA, the collective bargaining agreements generally do not expire, but instead become amendable as of a stated date. If either party wishes to modify the terms of any such agreement, they must notify the other party in the manner agreed to by the parties. Under the RLA, after receipt of such notice, the parties must meet for direct negotiations, and if no agreement is reached, either party may request the NMB to appoint a federal mediator. The RLA prescribes no set timetable for the direct negotiation and mediation process. It is not unusual for those processes to last for many months, and even for a few years. If no agreement is reached in mediation, the NMB in its discretion may declare at some time that an impasse exists, and if an impasse is declared, the NMB proffers binding arbitration to the parties. Either party may decline to submit to arbitration. If arbitration is rejected by either party, a 30-day “cooling off” period commences. During that period (or after), a PEB may be established, which examines the parties’ positions and recommends a solution. The PEB process lasts for 30 days and is followed by another “cooling off” period of 30 days. At the end of a “cooling off” period, unless an agreement is reached or action is taken by Congress, the labor organization may strike and the airline may resort to “self-help,” including the imposition of any or all of its proposed amendments and the hiring of new employees to replace any striking workers. Congress and the President have the authority to prevent “self-help” by enacting legislation that, among other things, imposes a settlement on the parties.

## Safety and Security

Sun Country Airlines’ number one priority is the safety and security of our employees and customers. Our expectation is to operate at the highest level of safety compliance and our actions are guided by our procedures and policies without exception.

Training employees to proper standards and providing them with the tools and equipment required to perform their jobs in a safe and efficient manner is essential to our operation. We seek employee feedback by conducting annual safety culture surveys. This feedback helps identify areas of improvement and is used to develop and implement corrective action plans.

Sun Country Airlines learns from industry best practices by participation in collaborative inter-airline safety sharing programs and the FAA Aviation Safety Information Analysis and Sharing System, a central conduit for the exchange of industry safety information.

Sun Country’s leadership is committed to promoting safety and security through program investments including:

- Flight Operations Quality Assurance, a structured program to gather and aggregate electronically recorded flight operations data for the purpose of identifying areas where safety, efficiency and training can be improved.
- Investing in new state of the art training devices, such as a new simulator to enhance pilot training.
- Saft-e-Fast Solutions, a software that uses a bio-mathematical model for fatigue assessment, is used for predicting and proactively mitigating fatigue in pilot trips and schedules.
- ProSafeT, a safety management system platform that enables anonymous reporting of safety concerns by employees and business partners, promotes active participation in identification, reduction, and

elimination of hazards, and serves as our central repository for tracking all safety assurance information, and safety risk mitigation activities.

- ASAP, a partnership with the FAA and our labor unions to promote reporting of safety concerns by eliminating the fear of FAA enforcement action.

Information gathered from our safety programs is used to create awareness for leadership in order to actively monitor the health of our SMS and SeMS. Sun Country Airlines continuously strives to promote a culture of safety and security in line with the highest possible industry standards.

## **Community Involvement**

At Sun Country, we place tremendous value in our stakeholders, such as our customers, partners, and members of our community. As a fast-growing and dynamic airline, we know our success depends on collaboration with stakeholders, and we strive to engage with stakeholders in our community and more broadly.

We are a longtime partner with Make-A-Wish Minnesota and provide flights for children with critical illnesses to help them safely travel to and from their wish destinations. In 2021, we made a three-year commitment to donate travel to accommodate every Wish Kid traveling anywhere that our airline flies. Each December, our “Flight to the North Pole” helps bring holiday cheer to Wish Kids by “flying” them to the home of Santa Claus.

We also sponsor the Hennepin Theatre Trust Spotlight Education program. As part of this sponsorship, we donate an all-expense-paid trip to New York City for up to four students so that they can meet with industry professionals, participate in musical theater workshops and attend Broadway shows.

Sun Country is a proud partner of the DoD, and we take pride in providing Charter Service for our nation’s military domestically and abroad. Additionally, Sun Country is proud to help transport military veterans to Washington, D.C. aboard Honor Flights to share in a day of honor at our nation’s memorials. These trips are an important way to commemorate the courage and dedication of our nation’s veterans and provide them a day filled with reflection, support, and thanks. Many of our pilots and other team members are armed forces veterans and we are proud to fly the DoD.

We also support the development of a more diverse “workforce of tomorrow” by investing in initiatives like STARBASE STEM and Girls in Aviation, which both serve to educate and create a pipeline for historically disadvantaged students.

## **Insurance**

We maintain insurance policies that are of types customary in the airline industry and as required by the DOT, lessors and other financing parties. The policies principally provide liability coverage for public and passenger injury; damage to property; loss of or damage to flight equipment; fire; auto; directors’ and officers’ liability; advertiser and media liability; cyber risk liability; fiduciary; workers’ compensation and employer’s liability; and war risk (terrorism). We also require our lessees to carry hull all risks, hull war and allied perils, spares all risks (including war and allied perils), and aircraft third party, passenger, baggage, cargo and mail, and airline general third party legal liability insurance.

## **Foreign Ownership**

Under federal law and DOT policy, we must be owned and controlled by U.S. citizens. The restrictions imposed by federal law and DOT policy currently require that at least 75% of our voting stock must be owned and controlled, directly and indirectly, by persons or entities who are U.S. citizens, as that term is defined in 49 U.S.C. §40102(a)(15), that our president and at least two-thirds of the members of our Board of Directors and other managing officers be U.S. citizens, and that we be under the actual control of U.S. citizens. In addition, at least 51% of our total outstanding stock must be owned and controlled by U.S. citizens and no more than 49% of our stock may be owned or controlled, directly or indirectly, by persons or entities who are not U.S. citizens and are from countries that have entered into “open skies” air transport agreements with the United States. We are currently in compliance with these ownership provisions. For a discussion of the procedures we instituted to ensure compliance with these foreign ownership rules, please see *“Risk Factors - Risks Related to Ownership*

*of Our Common Stock - Our certificate of incorporation and bylaws include provisions limiting ownership and voting by non-U.S. citizens."*

## **Government Regulation**

### ***Aviation Regulation***

The airline industry is heavily regulated, especially by the federal government. Two of the primary regulatory authorities overseeing air transportation in the United States are the DOT and the FAA.

The DOT regulates economic operating authority for air carriers and consumer protection for airline passengers. The DOT has authority to issue certificates of public convenience and necessity required for airlines to provide domestic air transportation. Additional DOT authority, in the form of a certificate or an exemption from certificate requirements, is required for a U.S. airline to serve foreign destinations either with its own aircraft or via code-sharing with another airline. A U.S. airline's ability to operate flights to and from international destinations is also subject to the air transport agreements between the United States and the foreign country as well as the airline's ability to obtain the necessary authority from the applicable foreign government.

The U.S. government has negotiated "open skies" agreements with many countries, which allow unrestricted access between the United States and the applicable foreign country and to points beyond the foreign country on flights serving the foreign country. With certain other countries, however, the United States has a restricted air transportation agreement. Our international flights to Mexico are governed by a liberalized bilateral air transport agreement, which the DOT has determined has all of the attributes of an "open skies" agreement. Changes in the aviation policies of the United States, Mexico or other countries in which we operate could result in the alteration or termination of the corresponding air transport agreement, diminish the value of our international route authorities or otherwise affect our operations to or from these countries.

The FAA became a part of the DOT in 1967 and is responsible for regulating and overseeing matters relating to the safety of air carrier flight operations, including the control of navigable air space, the qualification of flight personnel, flight training practices, compliance with FAA airline operating certificate requirements, aircraft certification and maintenance requirements and other matters affecting air safety. The FAA requires each commercial airline to obtain and hold an FAA air carrier certificate. We currently hold an FAA air carrier certificate.

Our lessees are also subject to extensive, direct regulation under the laws of the jurisdictions in which they are registered and where they operate. Such laws govern, among other things, the registration, operation, security, and maintenance of our aircraft, environmental issues and the financial oversight of their operations. To the extent that a lessee is not in compliance, we may be required to comply with such requirements, possibly at our own expense.

### ***Airport Access***

In the United States, the FAA currently regulates the allocation of take-off and landing authority, slots, slot exemptions, operating authorizations or similar capacity allocation mechanisms, which limit take-offs and landings, at certain airports. Level 1 is assigned where the capacity of airport infrastructure is generally adequate to meet the demands of airport users at all times and therefore there is no extensive pattern of delays. Level 2 is assigned where there is potential for congestion during some periods of the day, week or season, which can be resolved by schedule adjustments mutually agreed between the airlines and schedule facilitator. Level 3 is assigned where, 1) demand for airport infrastructure significantly exceeds the airport's capacity during the relevant period, 2) expansion of airport infrastructure to meet demand is not possible in the short term, 3) attempts to resolve the problem through voluntary schedule adjustments have failed or are ineffective, and 4) as a result, a process of slot allocation is required whereby it is necessary for all airlines and other aircraft operators to have a slot allocated by a coordinator in order to arrive or depart at the airport during the periods when slot allocation occurs. We have operated in and out of JFK, a Level 3 airport, since April of 2023. We also currently operate in and out of the following Level 2 airports: SFO, LAX, ORD and EWR.

We currently have the access we need to accommodate our planned service, and we have generally been able to obtain the rights to expand our operations and to change our schedules. There is no assurance, however,

that we will be able to do so in the future because, among other reasons, such allocations are subject to changes in governmental policies.

### ***Consumer Protection Regulation***

The DOT also has jurisdiction over certain economic issues affecting air transportation and consumer protection matters, including unfair or deceptive practices and unfair methods of competition, lengthy tarmac delays, airline advertising, denied boarding compensation, ticket refunds, baggage liability, contracts of carriage, customer service commitments, consumer notices and disclosures, customer complaints and transportation of passengers with disabilities. The DOT frequently adopts new consumer protection regulations, such as rules to protect passengers addressing lengthy tarmac delays, chronically delayed flights, codeshare disclosure and undisclosed display bias. They also have adopted, and do adopt, new rules on airline advertising and marketing practices. The DOT also has authority to review certain joint venture agreements, marketing agreements, code-sharing agreements (where an airline places its designator code on a flight operated by another airline) and wet-leasing agreements (where one airline provides aircraft and crew to another airline) between carriers and regulates other economic matters such as slot transactions.

### ***Security Regulation***

The TSA and the CBP, each a division of the U.S. Department of Homeland Security, are responsible for certain civil aviation security matters, including passenger and baggage screening at U.S. airports, and international passenger prescreening prior to entry into or departure from the United States. International flights are subject to customs, border, immigration and similar requirements of equivalent foreign governmental agencies. We are currently in compliance with all directives issued by such agencies.

### ***Environmental Regulation***

We are subject to various federal, state, foreign and local laws and regulations relating to the protection of the environment and affecting matters such as air emissions (including GHG emissions), noise emissions, discharges to surface and subsurface waters, safe drinking water, and the use, management, release, discharge and disposal of, and exposure to, materials and chemicals.

We are also subject to environmental laws and regulations that require us to investigate and remediate soil or groundwater to meet certain remediation standards. Under certain laws, generators of waste materials, and current and former owners or operators of facilities, can be subject to liability for investigation and remediation costs at locations that have been identified as requiring response actions. Liability under these laws may be strict, joint and several, meaning that we could be liable for the costs of cleaning up environmental contamination regardless of fault or the amount of wastes directly attributable to us.

### ***GHG Emissions***

Concern about climate change and greenhouse gases has resulted, and is expected to continue to result, in additional regulation or taxation of aircraft emissions in the United States and abroad. In particular, on March 6, 2017, the ICAO, an agency of the United Nations established to manage the administration and governance of the Convention on International Civil Aviation, adopted new CO<sub>2</sub> certification standards for new aircraft beginning in 2020. The new CO<sub>2</sub> standards apply to new aircraft type designs from 2020, and to aircraft type designs already in production as of 2023. In-production aircraft that do not meet the standard by 2028 will no longer be able to be produced unless their designs are modified to meet the new standards. In August 2016, the EPA made a final endangerment finding that GHG emissions cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare, which obligates the EPA under the Clean Air Act to set GHG emissions standards for aircraft. On January 11, 2021, the EPA issued a proposed rule regulating GHG emissions from aircraft that largely conforms to the March 2017 ICAO standards. Like the ICAO standards, the final EPA standards would not apply retroactively to engines on in-service aircraft. These final standards have been challenged by several states and environmental groups, and the Biden Administration has issued an executive order requiring review of these final standards. On November 15, 2021, the EPA announced that it would not rewrite the existing aircraft engine GHG emissions standards but would seek more ambitious new aircraft GHG emission standards within the ICAO process. The outcome of the legal challenge and whether there will be any development of new aircraft GHG emissions standards cannot be predicted at this

time. On November 23, 2022, the EPA published the final rule for particulate matter emission standards and test procedures for civil aircraft engines, which took effect on January 1, 2023. There may be future rulemaking that may result in stricter GHG emissions standards than those contained in the proposed rule.

In addition, in October 2016, ICAO adopted the CORSIA, which is a global, market-based emissions offset program designed to encourage carbon-neutral growth beyond 2020. CORSIA will increase operating costs for us and other U.S. airlines that operate internationally. CORSIA is being implemented in phases, with information sharing that began in 2019 and a pilot phase that began in 2021, to be followed by a first phase of the program beginning in 2024 and a second phase beginning in 2027. ICAO member states have agreed that 2019 emissions would continue to be used as the baseline for the CORSIA "pilot phase" (2021-2023) and that 85% of 2019 emissions would be used as the baseline for the remainder of CORSIA's term (2024-2035). Accordingly, ICAO member countries further agreed to a long-term aspirational goal of reaching net zero aviation emissions by 2050. Countries can voluntarily participate in the pilot and first phase, and the United States agreed to participate in these voluntary phases. Participation in the second phase is mandatory for certain countries, including the United States. Certain details are still being developed and the impact cannot be fully predicted.

The costs of complying with our future obligations under CORSIA are uncertain because there is significant uncertainty with respect to the future supply and price of carbon offset credits and lower-carbon aircraft fuels. As of December 31, 2023, we have not been required to purchase any carbon offset credits or lower-carbon aircraft fuels for the CORSIA pilot phase (2021-2023). In addition, as described above, we will not directly control our CORSIA compliance costs because our compliance obligations through 2032 are based on the growth in emissions of the global aviation sector and begin to incorporate a factor for individual airline operator emissions growth starting in 2033.

In October 2023, the State of California adopted broad climate reporting laws that will require large businesses to report on GHG emissions and climate-related financial risk. The California laws include: Climate Corporate Data Accountability Act ("SB-253") and Greenhouse Gasses: Climate-Related Financial Risk ("SB-261"). SB-253 requires reporting entities to publicly disclose their GHG emissions on an annual basis, beginning in 2026. SB-261 requires covered entities to publicly disclose their climate-related financial risk and the measures adopted to reduce and adapt to those risks. The first report required by SB-261 will be due by January 1, 2026. It is not yet clear whether the Company will be considered a reporting entity or covered entity under SB-253 or SB-261, respectively.

#### *Noise*

Federal law recognizes the right of airport operators with special noise problems to implement local noise abatement procedures so long as those procedures do not interfere unreasonably with interstate and foreign commerce and the national air transportation system, subject to FAA review under the Airport Noise and Control Act of 1990. These restrictions can include limiting nighttime operations, directing specific aircraft operational procedures during take-off and initial climb and limiting the overall number of flights at an airport. While we have had sufficient scheduling flexibility to accommodate local noise restrictions in the past, our operations could be adversely impacted if ICAO or locally imposed regulations become more restrictive or widespread. In addition, foreign governments may allow airports to enact similar restrictions, which could adversely impact our international operations or require significant expenditures in order for our aircraft to comply with the restrictions.

#### **Other Regulations**

Airlines are also subject to various other federal, state, local and foreign laws and regulations. For example, the U.S. Department of Justice has jurisdiction over certain airline competition matters. The privacy and security of passenger and employee data is regulated by various domestic and foreign laws and regulations.

#### **Available Information**

We make available, free of charge on our website [www.suncountry.com](http://www.suncountry.com), our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to the Exchange Act, as soon as reasonably practicable after electronically filing such material with, or furnishing such material to, the SEC. Materials filed with the SEC are available at [www.sec.gov](http://www.sec.gov).

The information contained on, or that can be accessed through, our website is not incorporated by reference into this Annual Report.

## ITEM 1A: RISK FACTORS

*You should carefully consider the risks and uncertainties described below, as well as the other information contained in this Annual Report, including our consolidated financial statements and the related notes thereto included elsewhere in this Annual Report and "Management's Discussion and Analysis of Financial Condition and Results of Operations." In addition, past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. Any of the following risks could materially adversely affect our business, financial condition and results of operations.*

### Risks Related to Our Industry

***The demand for airline services is highly sensitive to changes in economic conditions, and a recession or similar or worse economic downturn in the United States would weaken demand for our services and have a material adverse effect on our business, results of operations and financial condition.***

The demand for travel and Cargo services is affected by U.S. and global economic conditions. Unfavorable economic conditions have historically reduced aviation spending. For most passengers visiting friends and relatives and cost-conscious leisure travelers (our primary market), travel is a discretionary expense, and during periods of unfavorable economic conditions, travelers have often elected to replace air travel at such times with car travel or other forms of ground transportation or have opted not to travel at all. Additionally, any significant increases in unemployment in the United States would likely have a negative impact on passenger bookings, especially when the customers we serve are generally paying with their own money. Likewise, during periods of unfavorable economic conditions, businesses have deferred air travel or forgone it altogether. Additionally, retail and thus cargo demand can also decrease. Furthermore, most of our Charter revenue is generated from ad hoc, short-term contracts with repeat customers, or long-term customers with utilization variability and these customers may cease, or limit, using our services or seek to negotiate more aggressive pricing during periods of unfavorable economic conditions. Any reduction in Charter or Cargo revenue during such periods could also increase our unit costs and thus have a material adverse effect on our business, results of operations and financial condition. Travelers have also reduced spending by purchasing fewer ancillary services, which can result in a decrease in average revenue per seat. Because airlines typically have relatively high fixed costs as a percentage of total costs, much of which cannot be mitigated during periods of lower demand for air travel or Cargo services, the airline business is particularly sensitive to changes in economic conditions. A reduction in the demand for air travel or Cargo services due to unfavorable economic conditions also limits our ability to raise fares or fees for Cargo services to counteract increased fuel, labor and other costs. If U.S. or global economic conditions are unfavorable or uncertain for an extended period of time, it would have a material adverse effect on our business, results of operations and financial condition.

***Inflation may have an adverse impact on our business, results of operations and financial condition.***

Inflation risk is the risk that the value of assets or income will be worth less in the future as inflation decreases the value of money. Recently, there have been market indicators of a pronounced rise in inflation. As a result, the Federal Reserve has raised certain benchmark interest rates in an effort to combat inflation. Inflation generally results in increased costs of goods and services, including those we use in our operations, which would increase our expenses. In addition, our customers could also be affected by inflation, which could have a negative impact on demand for air travel. If the U.S. economy continues to feel the effects of inflationary pressures, our business, results of operations and financial condition could be materially adversely affected.

***Our business has been, and in the future may be, materially adversely affected by the price and availability of aircraft fuel. Unexpected increases in the price of aircraft fuel or a shortage or disruption in the supply of aircraft fuel could have a material adverse effect on our business, results of operations and financial condition.***

The cost of aircraft fuel is highly volatile and is one of our largest individual operating expenses, accounting for approximately 27% and 32% of our operating expenses for the years ended December 31, 2023 and 2022, respectively. High fuel prices or increases in fuel costs (or in the price of crude oil) could have a material

adverse effect on our business, results of operations and financial condition, including as a result of legacy network airlines and LCCs adapting more rapidly or effectively to higher fuel prices through new-technology aircraft that is more fuel efficient than our aircraft. Over the past several years, the price of aircraft fuel has fluctuated substantially and prices continue to be highly volatile. In addition, prolonged low fuel prices could limit our ability to differentiate our product and low fares from those of the legacy network airlines and LCCs, as prolonged low fuel prices could enable such carriers to, among other things, substantially decrease their costs, fly longer stages or utilize older aircraft.

Our business is also dependent on the availability of aircraft fuel (or crude oil), which is not predictable. Weather-related events, natural disasters, terrorism, wars (including as a result of the Russia-Ukraine military conflict), supply chain disruptions, political disruption or instability involving oil-producing countries, changes in governmental or cartel policy concerning crude oil or aircraft fuel production, labor strikes or other events affecting refinery production, transportation, taxes or marketing, environmental concerns, market manipulation, price speculation, changes in currency exchange rates and other unpredictable events may drive actual or perceived fuel supply shortages. Shortages in the availability of, or increases in demand for, crude oil in general, other crude oil-based fuel derivatives and aircraft fuel in particular could result in increased fuel prices and could have a material adverse effect on our business, results of operations and financial condition.

We may not be able to increase ticket prices sufficiently to cover increased fuel costs, particularly when fuel prices rise quickly. We sell a significant number of tickets to passengers well in advance of travel, and, as a result, fares sold for future travel may not reflect increased fuel costs. In addition, our ability to increase ticket prices to offset an increase in fuel costs is limited by the competitive nature of the airline industry and the price sensitivity associated with air travel, particularly leisure travel, and any increases in fares may reduce the general demand for air travel. Additionally, our Cargo and Charter customers may choose to refuse fuel pass-through contracts, which could drive down the profitability of those agreements.

From time-to-time, we may enter into fuel derivative contracts in order to mitigate the risk to our business from future volatility in fuel prices, but such contracts may not fully protect us from all related risks. In general, our Charter and Cargo operations have pass-through provisions for fuel costs, and as such we do not hedge our fuel requirements for that portion of our business. As of December 31, 2023, we had no outstanding fuel derivative contracts.

We may enter into derivatives that do not qualify for hedge accounting, which can impact our results of operations and increase the volatility of our earnings due to recognizing the mark-to-market impact of our hedge portfolio as a result of changes in the forward markets for oil and/or jet fuel. We cannot assure you our fuel hedging program will be effective or that we will maintain a fuel hedging program. Even if we are able to hedge portions of our future fuel requirements, we cannot guarantee that our hedge contracts will provide an adequate level of protection against increased fuel costs or that the counterparties to our hedge contracts will be able to perform. Additionally, our ability to realize the benefit of declining fuel prices will be limited by the impact of any fuel hedges in place, we may incur additional expenses in connection with entering into derivative contracts and we may record significant losses on fuel hedges during periods of declining prices. A failure of our fuel hedging strategy, potential margin funding requirements, overpaying for fuel through the use of hedging arrangements or our failure to maintain a fuel hedging program could prevent us from adequately mitigating the risk of fuel price increases and could have a material adverse effect on our business, results of operations and financial condition.

***Threatened or actual terrorist attacks, war, or other security concerns involving airlines could have a material adverse effect on our business, results of operations and financial condition.***

Past terrorist attacks or attempted attacks, particularly those involving airlines, heightened security and military action in response thereto, and war have caused substantial revenue losses and increased security costs, and such event, even if not directly involving an airline, could have a material adverse effect on our business, results of operations and financial condition. Security concerns resulting in enhanced passenger screening, increased regulation governing carry-on baggage and cargo and other similar restrictions on passenger travel and cargo may further increase passenger inconvenience and reduce the demand for air travel or increase costs associated with providing Cargo service. In addition, increased or enhanced security measures have tended to result in higher governmental fees imposed on airlines, resulting in higher operating costs for airlines, which we may not be able to pass on to customers in the form of higher prices. Terrorist attacks, war, or the fear of such



matters or other hostilities (including elevated national threat warnings or selective cancellation or redirection of flights due to terror threats), even if not involving the airline industry, could have a negative impact on the airline industry and have a material adverse effect on our business, results of operations and financial condition.

***The airline industry is exceedingly competitive, and we compete against new entrants, LCCs, ULCCs, legacy network airlines and cargo carriers; if we are not able to compete successfully in our markets, our business will be materially adversely affected.***

We face significant competition with respect to routes, fares and services. Within the airline industry, we compete with new airlines, ULCCs, LCCs and legacy network airlines for airline passengers traveling on the routes we serve, particularly customers traveling in economy or similar classes of service. Competition on most of the routes we presently serve is intense, due to the large number of carriers in those markets. Furthermore, other airlines or new airlines may begin service or increase existing service on routes where we currently face no or little competition. In almost all instances, our competitors are larger than we are and possess significantly greater financial and other resources than we do.

The airline industry is particularly susceptible to price discounting because once a flight is scheduled, airlines incur only nominal additional costs to provide service to passengers occupying otherwise unsold seats. Increased fare or other price competition could adversely affect our operations. Airlines typically use discount fares and other promotions to stimulate traffic during normally slower travel periods to generate cash flow and to increase revenue per available seat mile. The prevalence of discount fares can be particularly acute when a competitor has excess capacity to sell. Moreover, many other airlines have unbundled their services, at least in part, by charging separately for services such as baggage and advance seat selection, which previously were offered as a component of base fares. This unbundling and other cost-reducing measures could enable competitor airlines to reduce fares on routes that we serve. The availability of low-priced fares coupled with an increase in domestic capacity has led to dramatic changes in pricing behavior in many U.S. markets. Many domestic carriers began matching lower cost airline pricing, either with limited or unlimited inventory.

During economic downturns, including during a health crisis, our competitors may choose to take an aggressive posture toward market share growth on routes where we compete, which would flood a low demand market with additional capacity that drives down fares, which could have a material adverse effect on our business, results of operations and financial condition.

Our growth and the success of our high-growth, low-cost business model could stimulate competition in our markets through our competitors' development of their own LCC or ULCC strategies, new pricing policies designed to compete with LCCs, ULCCs or new market entrants. Airlines increase or decrease capacity in markets based on perceived profitability. If our competitors increase overall industry capacity, or capacity dedicated to a particular domestic or foreign region, market or route that we serve, it could have a material adverse impact on our business. If a legacy network airline were to successfully develop a low-cost product or if we were to experience increased competition from LCCs, our business could be materially adversely affected. Regardless of cost structure, the domestic airline industry has often been the source of fare wars undertaken to grow market share or for other reasons.

A competitor adopting an LCC or ULCC strategy may have greater financial resources and access to lower cost sources of capital than we do, which could enable them to operate their business with a lower cost structure or lower marginal revenues without substantial adverse effects than we can. If these competitors adopt and successfully execute an LCC or ULCC business model, our business could be materially adversely affected.

Similarly, our competitors may choose to commence or expand their existing Charter operations, which could adversely impact our ability to obtain or renew Charter contracts, especially in periods of low demand. This could result in decreases in our Charter Services market share and reduced profitability for our Charter operations, which would have a material adverse effect on our business, results of operations and financial condition.

Our competitors may also choose to commence, or expand their existing, Cargo operations. In addition, our competitors could seek to provide Cargo services to Amazon, which could adversely impact our ability to maintain or renew the ATSA. This could result in reduced frequencies for our Cargo operations, which could have a material adverse effect on our business, results of operations and financial condition.

There has been significant consolidation within the airline industry, including, for example, the combinations of American Airlines and US Airways, Delta Air Lines and Northwest Airlines, United Airlines and Continental Airlines, Southwest Airlines and AirTran Airways, and Alaska Airlines and Virgin America. In the future, there may be additional consolidation in our industry. Business combinations could significantly alter industry conditions and competition within the airline industry and could permit our competitors to reduce their fares.

The extremely competitive nature of the airline industry could prevent us from attaining the level of passenger traffic or maintaining the level of fares or ancillary revenues required to sustain profitable operations in new and existing markets and could impede our growth strategy, which could harm our operating results. Due to our relatively small size, we are susceptible to a fare war or other competitive activities in one or more of the markets we serve, which could have a material adverse effect on our business, results of operations and financial condition.

***Airlines are often affected by factors beyond their control, including: air traffic congestion at airports; air traffic control inefficiencies; air traffic control staffing; government shutdowns or mandates; FAA grounding of aircraft; major construction or improvements at airports; adverse weather conditions, such as hurricanes or blizzards; increased security measures; new travel-related taxes; or the outbreak of disease, any of which could have a material adverse effect on our business, results of operations and financial condition.***

Like other airlines, our business is affected by factors beyond our control, including air traffic congestion at airports, air traffic control inefficiencies, major construction or improvements at airports at which we operate, increased security measures, new travel-related taxes and fees, adverse weather conditions, natural disasters and the outbreak of disease. Factors that cause flight delays frustrate passengers and increase costs and decrease revenues, which in turn could adversely affect profitability. The federal government controls all U.S. airspace, and airlines are completely dependent on the FAA to operate that airspace in a safe, efficient and affordable manner. The air traffic control system, which is operated by the FAA, faces challenges in managing the growing demand for U.S. air travel. U.S. and foreign air traffic controllers often rely on outdated technologies that routinely overwhelm the system and compel airlines to fly inefficient, indirect routes resulting in delays. The federal government also controls airport security. In addition, there are proposals before Congress that would treat a wide range of consumer protection issues, which could increase the costs of doing business. Further, implementation of the Next Generation Air Transportation System, or NextGen, by the FAA would result in changes to aircraft routings and flight paths that could lead to increased noise complaints and lawsuits, resulting in increased costs. NextGen is a multi-year modernization project with a target of having all major components in place by 2025. In addition, federal government shutdowns can affect the availability of federal resources necessary to provide air traffic control and airport security. Furthermore, a federal government grounding of our aircraft type could result in flight cancellations and adversely affect our business. Governmental mandates requiring certain behaviors from employees, such as vaccine mandates, could limit our ability to staff to meet demand because employees may choose to resign or decide not to apply for or accept open positions.

Adverse weather conditions and natural disasters, such as hurricanes, thunderstorms, winter snowstorms or earthquakes, can cause flight cancellations or significant delays, and in the past have led to Congressional demands for investigations. Cancellations or delays due to adverse weather conditions or natural disasters, air traffic control problems or inefficiencies, breaches in security or other factors may affect us to a greater degree than other, larger airlines that may be able to recover more quickly from these events, and therefore could have a material adverse effect on our business, results of operations and financial condition to a greater degree than other air carriers. Because of our day of week, limited schedule and optimized utilization and point-to-point network, operational disruptions can have a disproportionate impact on our ability to recover. In addition, many airlines reaccommodate their disrupted passengers on other airlines at prearranged rates under flight interruption manifest agreements. We have been unsuccessful in procuring any of these agreements with our peers, which makes our recovery from disruption more challenging than for larger airlines that have these agreements in place. Similarly, outbreaks of pandemic or contagious diseases, such as Ebola, measles, avian flu, severe acute respiratory syndrome (SARS), COVID-19, H1N1 (swine) flu, pertussis (whooping cough) and zika virus, or their respective variants, could result in significant decreases in passenger traffic and the imposition of government restrictions in service and could have a material adverse impact on the airline industry. Any increases in travel-related taxes could also result in decreases in passenger traffic. Any general reduction in airline passenger traffic could have a material adverse effect on our business, results of operations and financial condition. Moreover, U.S. federal government shutdowns may cause delays and cancellations or

reductions in discretionary travel due to longer security lines, including as a result of furloughed government employees or reductions in staffing levels, including air traffic controllers. U.S. government shutdowns may also impact our ability to take delivery of aircraft and commence operations in new domestic stations. Another extended shutdown like the instance in December 2018-January 2019 may have a negative impact on our operations and financial results.

***The industry is experiencing a higher than normal number of pilot retirements, increased competition in pilot hiring, more stringent duty time regulations, increased flight hour requirements for commercial airline pilots, reductions in the number of military pilots entering the commercial workforce, increased training requirements and other factors that have led to a shortage of pilots, which could materially adversely affect our business.***

Large numbers of pilots in the industry are approaching the FAA's mandatory retirement age of 65 or have otherwise accepted an early retirement during the COVID-19 pandemic. Commercial airline pilots are subject to rigorous certification standards and must adhere to flight time and rest requirements. The minimum flight hour requirement to achieve a commercial pilot's license in the United States increased from 250 to 1,500 hours, thereby significantly increasing the time and cost commitment required to become licensed to fly a commercial aircraft. Additionally, the number of military pilots being trained by the U.S. armed forces and available as commercial pilots upon their retirement from military service has been decreasing. These and other factors have led to a shortage of qualified, entry-level pilots and increased compensation costs, particularly at carriers other than the large legacy carriers. The foregoing factors have led to additional competition from carriers attempting to meet their hiring needs. With the current pilot shortage, airlines may be unable to hire adequate numbers of pilots to meet their needs, resulting in a reduction in the number of flights offered, disruptions, increased costs of operations, financial difficulties and other adverse effects, and these circumstances may become more severe in the future and thereby cause a material adverse effect on our business.

***Risks associated with our presence in international markets, including political or economic instability, and failure to adequately comply with existing and changing legal requirements, may materially adversely affect us.***

Some of our target growth markets include countries with less developed economies, legal systems, financial markets and business and political environments that are vulnerable to economic and political disruptions, such as significant fluctuations in gross domestic product, interest and currency exchange rates, civil disturbances, government instability, nationalization and expropriation of private assets, trafficking and the imposition of taxes or other charges by governments, as well as health and safety concerns. The occurrence of any of these events in markets served by us now or in the future and the resulting instability may have a material adverse effect on our business, results of operations and financial condition.

Our international business also exposes us to trade and economic sanctions and other restrictions imposed by the United States or other governments or organizations. The U.S. Departments of Justice, Commerce, State and Treasury, and other foreign authorities have a broad range of civil and criminal penalties they may seek to impose against corporations and individuals for violations of economic sanctions laws, export control laws, the FCPA and other federal statutes and regulations, including the International Traffic in Arms Regulations and those established by the OFAC, and similar or more restrictive foreign laws, rules and regulations, which may also apply to us. Under these laws and regulations, the government may require export licenses, or impose restrictions that would require modifications to business practices, including cessation of business activities in sanctioned countries or with sanctioned persons or entities, and modifications to compliance programs, which may increase compliance costs. Failure to implement changes may subject us to fines, penalties and other sanctions.

We emphasize compliance with all applicable laws and regulations in all jurisdictions where we operate and have implemented and continue to implement and refresh policies, procedures and certain ongoing training of our employees, third-party providers and partners with regard to business ethics and key legal requirements; however, we cannot assure that our employees, third-party providers or partners will adhere to our code of ethics and other policies. We also cannot assure you that such individuals or entities will not engage in unlawful conduct for which we may be held responsible. If we fail to enforce our policies and procedures properly or maintain adequate recordkeeping and internal accounting practices to record our transactions accurately, we may be subject to sanctions. In the event we believe or have reason to believe our employees, third-party

providers or partners have or may have violated applicable laws or regulations, we may incur investigation costs, potential penalties and other related costs, which in turn may materially adversely affect our reputation and could have a material adverse effect on our business, results of operations and financial condition.

***Increases in insurance costs or reductions in insurance coverage may have a material adverse effect on our business, results of operations and financial condition.***

If any of our aircraft were to be involved in a significant accident or if our property or operations were to be affected by a significant natural catastrophe or other event, we could be exposed to material liability or loss. If insurance markets harden due to other airline global incidents, general aviation incidents or other economic factors, we could be unable to obtain sufficient insurance (including aviation hull and liability insurance and property and business interruption coverage) to cover such liabilities or losses, our business could be materially adversely affected.

We currently obtain war risk insurance coverage (terrorism insurance) as part of our commercial aviation hull and liability policy, and additional excess third-party war risk insurance through the commercial aviation war risk market. Our current war risk insurance from commercial underwriters excludes nuclear, radiological and certain other events. The global insurance market for aviation-related risks has been faced with significant losses, resulting in substantial tightening in insurance markets with reduced capacity and increased prices. If we are unable to obtain adequate third-party hull and liability or third-party war risk (terrorism) insurance or if an event not covered by our insurance were to take place, our business could be materially adversely affected.

***The airline industry is heavily taxed.***

The airline industry is subject to extensive government fees and taxation that negatively impact our revenue and profitability. The U.S. airline industry is one of the most heavily taxed of all industries. These fees and taxes have grown significantly in the past decade for domestic flights, and various U.S. fees and taxes also are assessed on international flights. For example, as permitted by federal legislation, most major U.S. airports impose a passenger facility charge per passenger on us. In addition, the governments of foreign countries in which we operate impose on U.S. airlines, including us, various fees and taxes, and these assessments have been increasing in number and amount in recent years. Moreover, we are obligated to collect a federal excise tax, commonly referred to as the "ticket tax," on domestic and international air transportation. We collect the excise tax, along with certain other U.S. and foreign taxes and user fees on air transportation (such as passenger security fees), and pass along the collected amounts to the appropriate governmental agencies. Although these taxes and fees are not our operating expenses, they represent an additional cost to our customers, that can drive down demand as we operate in a highly elastic environment. There are continuing efforts in Congress and in other countries to raise different portions of the various taxes, fees, and charges imposed on airlines and their passengers, including the passenger facility charge, and we may not be able to recover all of these charges from our customers. Increases in such taxes, fees and charges could negatively impact our business, results of operations and financial condition.

Under regulations set forth by the DOT, all governmental taxes and fees must be included in the prices we quote or advertise to our customers. Due to the competitive revenue environment, many increases in these fees and taxes have been absorbed by the airline industry rather than being passed on to the customer. Further increases in fees and taxes may reduce demand for air travel, and thus our revenues.

***Restrictions on or increased taxes applicable to charges for ancillary products and services paid by airline passengers and burdensome consumer protection regulations or laws could harm our business, results of operations and financial condition.***

For the years ended December 31, 2023 and 2022 we generated ancillary revenues of \$276,133 and \$192,506, respectively. Our ancillary revenue consists primarily of revenue generated from air travel-related services such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales. The DOT has rules governing many facets of the airline-consumer relationship, including, for instance, consumer notice requirements, handling of consumer complaints, price advertising, lengthy tarmac delays, oversales and denied boarding process/compensation, ticket refunds, liability for loss, delay or damage to baggage, customer service commitments, contracts of carriage, consumer disclosures and the transportation of passengers with disabilities. The DOT periodically audits airlines to determine whether such airlines have

violated any of the DOT rules. If the DOT determines that we are not, or have not been, in compliance with these rules or if we are unable to remain compliant, the DOT may subject us to fines or other enforcement action. The DOT may also impose additional consumer protection requirements, including adding requirements to modify our websites and computer reservations system, which could have a material adverse effect on our business, results of operations and financial condition. The U.S. Congress and the DOT have examined the increasingly common airline industry practice of unbundling the pricing of certain products and ancillary services, a practice that is a core component of our business strategy. If new laws or regulations are adopted that make unbundling of airline products and services impermissible, or more cumbersome or expensive, or if new taxes are imposed on ancillary revenues, our business, results of operations and financial condition could be negatively impacted. Congressional, Federal agency and other government scrutiny may also change industry practice or the public's willingness to pay for ancillary services. See also “—Risks Related to Our Business—We are subject to extensive regulation by the FAA, the DOT, the TSA, CBP and other U.S. and foreign governmental agencies, compliance with which could cause us to incur increased costs and adversely affect our business, results of operations and financial condition.”

***We are subject to risks associated with climate change, including increased regulation to reduce emissions of greenhouse gases.***

Concern about climate change and greenhouse gases has resulted, and is expected to continue to result, in additional regulation or taxation of aircraft emissions in the United States and abroad. In particular, on March 6, 2017, ICAO, an agency of the United Nations established to manage the administration and governance of the Convention on International Civil Aviation, adopted new CO<sub>2</sub> certification standards for new aircraft beginning in 2020. The new CO<sub>2</sub> standards will apply to new aircraft type designs from 2020, and to aircraft type designs already in production as of 2023.

In-production aircraft that do not meet the standard by 2028 will no longer be able to be produced unless their designs are modified to meet the new standards. In August 2016, the EPA made a final endangerment finding that aircraft engine GHG emissions cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare, which obligates the EPA under the Clean Air Act to set GHG emissions standards for aircraft. On January 11, 2021, the EPA issued a proposed rule regulating GHG emissions from aircraft that largely conforms to the March 2017 ICAO standards. Like the ICAO standards, the final EPA standards would not apply retroactively to engines on in-service aircraft. These final standards have been challenged by several states and environmental groups, and the Biden Administration has issued an executive order requiring review of these final standards. On November 15, 2021, the EPA announced that it would not rewrite the existing aircraft engine GHG emissions standards but would seek more ambitious new aircraft GHG emission standards within the ICAO process. The outcome of the legal challenge and whether there will be any development of new aircraft GHG emissions standards cannot be predicted at this time. On November 23, 2022, the EPA published the final rule for particulate matter emission standards and test procedures for civil aircraft engines, which took effect on January 1, 2023. There may be future rulemaking that may result in stricter GHG emissions standards than those contained in the proposed rule.

In addition, federal climate legislation, including the “Green New Deal” resolution, has been introduced in Congress recently, although Congress has yet to pass a bill specifically addressing GHG regulation. Several states are also considering or have adopted initiatives to regulate emissions of GHGs, primarily through the planned development of GHG emissions inventories and/or regional cap-and-trade programs.

In addition, in October 2016, ICAO adopted CORSIA, which is a global, market-based emissions offset program designed to encourage carbon-neutral growth beyond 2020. Further, in June 2018 ICAO adopted standards pertaining to the collection and sharing of information on international aviation emissions beginning in 2019. CORSIA will increase operating costs for us and other U.S. airlines that operate internationally. CORSIA is being implemented in phases, with information sharing beginning in 2019 and a pilot phase beginning in 2021, to be followed by a first phase of the program beginning in 2024 and a second phase beginning in 2027. ICAO member states have agreed that 2019 emissions would continue to be used as the baseline for the CORSIA “pilot phase” (2021-2023) and that 85% of 2019 emissions would be used as the baseline for the remainder of CORSIA's term (2024-2035). Accordingly, ICAO member countries further agreed to a long-term aspirational goal of reaching net zero aviation emissions by 2050. Countries can voluntarily participate in the pilot and first phase, and the United States agreed to participate in these voluntary phases. Participation in the second phase is mandatory for certain countries, including the United States. Certain details are still being developed and the

impact cannot be fully predicted. The potential impact of CORSIA or other emissions-related requirements on our costs will ultimately depend on a number of factors, including baseline emissions, the price of emission allowances or offsets that we would need to acquire, the efficiency of our fleet and the number of flights subject to these requirements. These costs have not been completely defined and could fluctuate.

In October 2023, the State of California adopted broad climate reporting laws that will require large businesses to report on GHG emissions and climate-related financial risk. The California laws include: SB-253 and SB-261. SB-253 requires reporting entities to publicly disclose their GHG emissions on an annual basis, beginning in 2026. SB-261 requires covered entities to publicly disclose their climate-related financial risk and the measures adopted to reduce and adapt to those risks. The first report required by SB-261 will be due by January 1, 2026. It is not yet clear whether the Company will be considered a reporting entity or covered entity under SB-253 or SB-261, respectively.

We also expect the SEC or other regulating entities to which we are subject to adopt rules requiring certain new disclosures, including environmental-related disclosures, which could be costly and difficult to implement. Compliance with existing and future environmental laws and regulations can require significant expenditures and operational changes and violations can lead to significant fines and penalties and reputational harm. In the event that legislation or regulation with respect to GHG emissions associated with aircraft or applicable to the fuel industry is enacted in the United States or other jurisdictions where we operate or where we may operate in the future, or as part of international conventions to which we are subject, it could result in significant costs for us and the airline industry. In addition to direct costs, such regulation may have a greater effect on the airline industry through increases in fuel costs that could result from fuel suppliers passing on increased costs that they incur under such a system.

***We face competition from air travel substitutes.***

In addition to airline competition from legacy network airlines, LCCs and ULCCs, we also face competition from air travel substitutes. Our business serves primarily leisure travelers, for whom travel is entirely discretionary. On our domestic routes, particularly those with shorter stage lengths, we face competition from some other transportation alternatives, such as bus, train or automobile. The presidential administration and the Secretary of the Department of Transportation have indicated strong support for trains. In addition, technology advancements may limit the demand for air travel. For example, video conferencing and other methods of electronic communication may reduce the need for in-person communication and add a new dimension of competition to the industry as travelers seek lower-cost substitutes for air travel. The COVID-19 pandemic accelerated adoption of such technology and customers may be more likely to think it is sufficient for their needs, which could reduce demand for air travel. If we are unable to stimulate demand for air travel with our low base fares or if we are unable to adjust rapidly in the event the basis of competition in our markets changes, it could have a material adverse effect on our business, results of operations and financial condition.

***The rapid spread of a viral or bacterial infection, disease or similar public health threat, may have an adverse impact on our business, operating results, financial condition and liquidity.***

The rapid spread of a viral or bacterial infection, disease or similar public health threat could result in the implementation of restrictions and regulations, including travel restrictions, quarantines, limitations on aircraft capacity, testing requirements and restrictions on our ability to access our facilities or aircraft or requirements to collect additional passenger data. In addition, governments, non-governmental organizations and entities in the private sector may issue non-binding advisories or recommendations regarding air travel or other physical distancing measures, including limitations on the number of persons that should be present at public gatherings, which may significantly reduce demand. These and other restrictions and regulations, as well as general concerns about traveling during a public health threat, could have a material adverse impact on our business, operating results, financial condition and liquidity.

Historically, unfavorable U.S. economic conditions as a result of disease outbreak drove changes in travel patterns, including significantly and materially reduced spending for both leisure and business travel. Unfavorable economic conditions, when low fares are often used to stimulate traffic, have also historically hampered the ability of airlines to raise fares to counteract any increases in fuel, labor and other costs. Additionally, in the past, passenger bookings during a significant disease outbreak were, on average, closer to the date of service than in prior periods, which reduced our visibility into future revenue.

Our operations may be further impacted in the event of actual or perceived risk of a viral or bacterial infection, disease or similar public health threat among our employees, suppliers or business partners, and this impact may have a material adverse effect if we are unable to maintain a suitably skilled and sized workforce and address related employee matters. In addition, supply chain disruptions may impede our cargo customers' ability to deliver freight to the airports we serve, which could reduce their need for our services and thus have a material adverse effect on our business, results of operations and financial condition.

The impact of a viral or bacterial infection, disease or similar public health threat on our businesses, operating results, financial condition and liquidity could exacerbate the other risks identified in this Annual Report.

***We cannot assure you that compliance with laws, regulations, orders, rulings and guidance will not have a material adverse effect on our business, results of operations and financial condition.***

Compliance with the laws, regulations, orders, rulings and guidance applicable to the airline industry may increase our costs, which could have a material adverse effect on our business. For example, if our current standards do not meet the FAA's rules regarding minimum dimensions for passenger seats, the number of seats on our aircraft would be reduced and our operating costs would increase.

In addition, the TSA imposes security procedures and requirements on U.S. airports and airlines serving U.S. airports, some of which are funded by a security fee imposed on passengers and collected by airlines, which impedes our ability to stimulate demand through low fares. We cannot forecast what additional security and safety requirements may be imposed in the future or the costs or revenue impact that would be associated with complying with such requirements.

Furthermore, the DoD continues to issue new IT systems security requirements which require expenditures in order to bring our systems into compliance.

Our ability to operate as an airline is dependent on our obtaining and maintaining authorizations issued to us by the DOT and the FAA. The FAA has the authority to issue mandatory orders relating to, among other things, operating aircraft, the grounding of aircraft, maintenance and inspection of aircraft, installation of new safety-related items, and removal and replacement of aircraft parts that have failed or may fail in the future. A decision by the FAA to ground, or require time-consuming inspections of or maintenance on, our aircraft, for any reason, could negatively affect our business, results of operations and financial condition. Federal law requires that air carriers operating Scheduled Service be continuously "fit, willing and able" to provide the services for which they are licensed. Our "fitness" is monitored by the DOT, which considers managerial competence, operations, finances, and compliance record. In addition, under federal law, we must be a U.S. citizen (as determined under applicable law). Please see "Business—Foreign Ownership." While the DOT has seldom revoked a carrier's certification for lack of fitness, such an occurrence would render it impossible for us to continue operating as an airline. The DOT may also institute investigations or administrative proceedings against airlines for violations of regulations.

International routes are regulated by air transport agreements and related agreements between the United States and foreign governments. Our ability to operate international routes is subject to change because the applicable agreements between the United States and foreign governments may be amended from time to time. Our access to new international markets may be limited by the applicable air transport agreements between the United States and foreign governments and our ability to obtain the necessary authority from the United States and foreign governments to fly the international routes. In addition, our operations in foreign countries are subject to regulation by foreign governments and our business may be affected by changes in law and future actions taken by such governments, including granting or withdrawal of government approvals and airport slots and restrictions on competitive practices. We are subject to numerous foreign regulations in the countries outside the United States where we currently provide service. If we are not able to comply with this complex regulatory regime, our business could be significantly harmed. Please see "Business—Government Regulation."

***Changes in law, regulation and government policy have affected, and may in the future have a material adverse effect on our business.***

Changes in, and uncertainty with respect to, law, regulation and government policy at the local, state or federal level have affected, and may in the future significantly impact, our business and the airline industry. For example, the Tax Cuts and Jobs Act enacted on December 22, 2017, limits deductions for borrowers for net interest expense on debt. Changes to law, regulations or government policy that could have a material impact on us in the future include, but are not limited to, infrastructure renewal programs; changes to operating and maintenance requirements; foreign and domestic changes in customs, immigration and security policy and requirements that impede travel into or out of the United States; modifications to international trade policy, including withdrawing from trade agreements and imposing tariffs; changes to consumer protection laws; changes to public health policy; changes to financial legislation, including the partial or full repeal of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or Dodd-Frank Act; public company reporting requirements; environmental regulation, including new environmental, social and governance disclosures required by the SEC; and antitrust enforcement. Any such changes could make it more difficult and/or more expensive for us to obtain new aircraft or engines and parts to maintain existing aircraft or engines or make it less profitable or prevent us from flying to or from some of the destinations we currently serve.

To the extent that any such changes have a negative impact on us or the airline industry, including as a result of related uncertainty, these changes may materially and adversely impact our business, financial condition, results of operations and cash flows.

***We are subject to various environmental and noise laws and regulations, which could have a material adverse effect on our business, results of operations and financial condition.***

We are subject to increasingly stringent federal, state, local and foreign laws, regulations and ordinances relating to the protection of the environment and noise, including those relating to emissions to the air (including air emissions associated with the operation of our aircraft), discharges (including storm water discharges) to surface and subsurface waters, safe drinking water and the use, management, disposal and release of, and exposure to, hazardous substances, oils and waste materials. We are or may be subject to new or amended laws and regulations that may have a direct effect (or indirect effect through our third-party providers, including the petroleum industry, or airport facilities at which we operate) on our operations. In addition, U.S. airport authorities are exploring ways to limit de-icing fluid discharges. Any such existing, future, new or potential laws and regulations could have an adverse impact on our business, results of operations and financial condition.

Similarly, we are subject to environmental laws and regulations that require us to investigate and remediate soil or groundwater to meet certain remediation standards. Under certain laws current and former owners or operators of facilities, as well as generators of waste materials disposed of at such facilities, can be subject to liability for investigation and remediation costs at facilities that have been identified as requiring response actions. Liability under these laws may be strict, joint and several, meaning that we could be liable for the costs of cleaning up environmental contamination regardless of fault or compliance with applicable law when the disposal occurred or the amount of wastes directly attributable to us.

In addition, ICAO and jurisdictions around the world have adopted noise regulations that require all aircraft to comply with noise level standards, and governmental authorities in several U.S. and foreign cities are considering or have already implemented aircraft noise reduction programs, including the imposition of overnight curfews and limitations on daytime take-offs and landings. Compliance with existing and future environmental laws and regulations, including emissions limitations and more restrictive or widespread noise regulations, that may be applicable to us could require significant expenditures, increase our cost base and have a material adverse effect on our business, results of operations and financial condition, and violations thereof can lead to significant fines and penalties, among other sanctions.

We participate with other airlines in fuel consortia and fuel committees at our airports where economically beneficial, which agreements generally include cost-sharing provisions and environmental indemnities that are generally joint and several among the participating airlines. Any costs (including remediation and spill response costs) incurred by such fuel consortia could also have an adverse impact on our business, results of operations and financial condition.



We also expect the SEC or other regulating entities to which we are subject to adopt rules requiring certain new disclosures, including environmental-related disclosures, which could be costly and difficult to implement. Compliance with existing and future environmental laws and regulations can require significant expenditures and operational changes and violations can lead to significant fines and penalties and reputational harm.

***We are subject to extensive regulation by the FAA, the DOT, the TSA, CBP and other U.S. and foreign governmental agencies, compliance with which could cause us to incur increased costs and adversely affect our business, results of operations and financial condition.***

Airlines are subject to extensive regulatory and legal compliance requirements, both domestically and internationally, that impose significant costs. In the last several years, Congress has passed laws and the FAA, DOT and TSA have issued regulations, orders, rulings and guidance relating to consumer protections and to the operation, safety, and security of airlines that have required significant expenditures. We expect to continue to incur expenses in connection with complying with such laws and government regulations, orders, rulings and guidance. Additional laws, regulations, taxes and increased airport rates and charges have been proposed from time-to-time that could significantly increase the cost of airline operations or reduce the demand for air travel. For example, the DOT has broad authority over airlines and their consumer and competitive practices, and has used this authority to issue numerous regulations and pursue enforcement actions, including rules and fines relating to the handling of lengthy tarmac delays, consumer notice requirements, consumer complaints, price and airline advertising, distribution, oversales and involuntary denied boarding process and compensation, ticket refunds, liability for loss, delay or damage to baggage, customer service commitments, contracts of carriage and the transportation of passengers with disabilities.

For example, the DOT or FAA has pending proposed rulemakings and/or published final rules regarding: the accessibility features of lavatories and onboard wheelchair requirements on certain single-aisle aircraft with an FAA certificated maximum capacity of 125 seats or more, training flight attendants to proficiency on an annual basis to provide assistance in transporting qualified individuals with disabilities to and from the lavatory from the aircraft seat, and providing certain information on request to qualified individuals with a disability or persons inquiring on their behalf, on the carrier's website, and in printed or electronic form on the aircraft concerning the accessibility of aircraft lavatories; traveling by air with service animals; defining unfair or deceptive practices; clarifying that the maximum amount of denied boarding compensation that a carrier may provide to a passenger denied boarding involuntarily is not limited, prohibiting airlines from involuntarily denying boarding to a passenger after the passenger's boarding pass has been collected or scanned and the passenger has boarded (subject to safety and security exceptions), raising the liability limits for denied boarding compensation, and raising the liability limit for mishandled baggage in domestic air transportation; enhancing the transparency of airline ancillary service fees; airline ticket refunds and consumer protections; requiring that certain airplanes used to conduct domestic, flag, or supplemental passenger-carrying operations have installed a physical secondary barrier that protects the flightdeck from unauthorized intrusion when the flightdeck door is opened; and flight attendant duty period limitations and rest requirements. In addition, Congress is currently considering FAA Reauthorization legislation which may result in additional rules, regulations, and obligations. Failure to remain in full compliance with these and other applicable rules and regulations may subject us to fines or other enforcement action or adversely affect our business, results of operations and financial condition.

## **Risks Related to Our Business**

***If we fail to implement our business strategy successfully, our business will be materially adversely affected.***

Our business strategy includes growth in our aircraft fleet, expansion of markets we serve by building out our MSP hub, growing our seat share at MSP and growing non-MSP point-to-point markets, expanding our ancillary product offering and growing our Charter Service. When developing our route network, we focus on gaining market share on routes that have been underserved or are served primarily by higher cost airlines where we have a competitive cost advantage. Effectively implementing our growth strategy is critical for our business to achieve economies of scale and to sustain or increase our profitability. The COVID-19 pandemic adversely

affected our growth plans and business strategy. We face numerous challenges in implementing our growth strategy, including our ability to:

- sustain our relatively low unit costs, continue to realize attractive revenue performance and maintain profitability; stimulate traffic with low fares;
- maintain an optimal level of aircraft utilization, balanced with a low aircraft acquisition cost, to execute our Scheduled, Cargo and Charter operations;
- maintain staffing levels sufficient to operate the full schedule and to grow rapidly;
- access airports located in our targeted geographic markets; and
- maintain operational performance necessary to complete all flights.

If we are unable to obtain and maintain access to a sufficient number of slots, gates or related ground facilities at desirable airports to accommodate our growing fleet, we may be unable to compete in desirable markets, our aircraft utilization rate could decrease, and we could suffer a material adverse effect on our business, results of operations and financial condition. There can be no assurances that we will be able to grow our business at MSP or in non-MSP markets as we anticipate, or at all.

Our growth is also dependent upon our ability to maintain a safe and secure operation and will require additional personnel, equipment and facilities as we induct new aircraft and continue to execute our growth plan. In addition, we will require additional third-party personnel for services we do not undertake ourselves. An inability to hire and retain personnel, timely secure the required equipment and facilities in a cost-effective manner, efficiently operate our expanded facilities or obtain the necessary regulatory approvals may adversely affect our ability to achieve our growth strategy, which could harm our business. Furthermore, expansion to new markets may have other risks due to factors specific to those markets. We may be unable to foresee all of the existing risks upon entering certain new markets or respond adequately to these risks, and our growth strategy and our business may suffer as a result. In addition, our competitors may reduce their fares and/or offer special promotions following our entry into a new market and may also offer more attractive frequent flyer programs and/or access to marketing alliances with other airlines, which we do not currently offer. We cannot assure that we will be able to profitably expand our existing markets or establish new markets.

***Unauthorized use, incursion or breach of our information technology infrastructure, or that of our third-party providers, could compromise the personally identifiable information of our passengers, prospective passengers or personnel and other sensitive information and expose us to liability, damage our reputation and have a material adverse effect on our business, results of operations and financial condition.***

In the processing of our customer transactions and as part of our ordinary business operations, we and certain of our third-party providers collect, process, transmit and store a large volume of personally identifiable information, including email addresses and home addresses and financial data such as credit and debit card information. This data is increasingly subject to legislation and regulation, such as the Fair Accurate Credit Transparency Act, Payment Card Industry legislation, the California Consumer Privacy Act and the European Union's General Data Protection Regulation typically intended to protect the privacy of personal data that is collected, processed, stored and transmitted. The security of the systems and network where we and our third-party providers store this data is a critical element of our business, and these systems and our network may be vulnerable to theft, loss, damage and interruption from a number of potential sources and events, including computer viruses, hackers, enemy state actors, denial-of-service attacks, employee theft or misuse, natural or man-made disasters, telecommunications failures, power loss and other disruptive sources and events.

Additionally, any material failure by us or our third-party providers to maintain compliance with the Payment Card Industry security requirements or to rectify a data security issue may result in fines and restrictions on our ability to accept credit and debit cards as a form of payment. Actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants, or costs incurred in connection with the notifications to customers, employees, providers or the general public as part of our notification obligations to the various governments that govern our business. In addition, data and security breaches can also occur as a result of non-technical issues, including breaches by us or by persons with whom we have commercial relationships that result in the unauthorized release of personal or confidential information.

We are subject to increasing legislative, regulatory and customer focus on privacy issues and data security in the United States and abroad. In addition, a number of our commercial partners, including credit card companies, have imposed data security standards on us, and these standards continue to evolve. We will continue our efforts to meet our privacy and data security obligations; however, it is possible that certain new obligations may be difficult to meet and could increase our costs. Additionally, we must manage evolving cybersecurity risks. The loss, disclosure, misappropriation of or access to the information of our customers, personnel or business partners or any failure by us to meet our obligations could result in legal claims or proceedings, liability or regulatory penalties.

***As the cyber-threat landscape evolves, attacks are growing in frequency, sophistication, and intensity, and are becoming increasingly difficult to detect. We have in the past, and may in the future, experience such cybersecurity threats.***

We and the vendors who service us may not have the resources or technical sophistication to anticipate or prevent rapidly evolving types of cyber attacks. Attacks may be targeted at us, our customers (including the DoD) and our third-party service providers, including air navigation service providers, or others who have entrusted us with information, including regulators such as the DoD, FAA and DOT. In addition, attacks not targeted at us, but targeted solely at providers, may cause disruption to our computer systems or a breach of the data that we maintain on customers, employees, providers and others. Recently, several high profile consumer-oriented companies have experienced significant data breaches, which have caused those companies to suffer substantial financial and reputational harm. We cannot assure you that the precautions we have taken to avoid an unauthorized incursion of our computer systems are either adequate or implemented properly to prevent a data breach and its adverse financial and reputational consequences to our business.

A significant cybersecurity incident could result in a range of potentially material negative consequences for us, including lost revenue; unauthorized access to, disclosure, modification, misuse, loss or destruction of company systems or data; theft of sensitive, regulated or confidential data, such as personal identifying information or our intellectual property; the loss of functionality of critical systems through ransomware, denial of service or other attacks; and business delays, service or system disruptions, damage to equipment and injury to persons or property. The costs and operational consequences of defending against, preparing for, responding to and remediating an incident may be substantial. Further, we could be exposed to litigation, regulatory enforcement or other legal action as a result of an incident, carrying the potential for damages, fines, sanctions or other penalties, as well as injunctive relief requiring costly compliance measures. A cybersecurity incident could also impact our brand, harm our reputation and adversely impact our relationship with our customers, employees and stockholders.

***Our Cargo business is concentrated with Amazon, and any decrease in volumes or increase in costs, or a termination of the ATSA, could have a material adverse effect on our business, operations, financial condition and brand.***

For the year ended December 31, 2023, Cargo revenue under the ATSA represented 10% of our total operating revenues and our Cargo revenue consisted entirely of air cargo transportation services provided to Amazon under the ATSA. The ATSA does not require a minimum amount of flying and Amazon is permitted to decrease flying volume at any time. Our Cargo business would decline if Amazon's use of our Cargo services decreases for any reason, including due to general economic conditions or preferences of Amazon and its customers, which a decline would materially adversely affect our business, results of operations, and prospects.

In addition, the profitability of the ATSA is dependent on our ability to manage and accurately predict costs. Our projections of operating costs, crew productivity and maintenance expenses contain key assumptions, including flight hours, aircraft reliability, crewmember productivity, compensation and benefits and maintenance costs. If actual costs are higher than projected or aircraft reliability is less than expected, or aircraft become damaged and are out of revenue service for repair, the profitability of the ATSA and future operating results may be negatively impacted. We rely on flight crews that are unionized. If collective bargaining agreements increase our costs and we cannot recover such increases, our operating results would be negatively impacted. It may be necessary for us to terminate certain customer contracts or curtail planned growth.

Performance under the ATSA is subject to a number of challenges and uncertainties, such as: unforeseen maintenance and other costs; our ability to hire pilots, crew and other personnel necessary to support our CMI

services, which can be impacted by industry-wide staffing shortages; interruptions in the operations under the ATSA as a result of unexpected or unforeseen events, whether as a result of factors within the Company's control or outside of the Company's control; and the level of operations and results of operations, including margins, under the ATSA being less than the Company's current expectations and projections. The ATSA also contains monthly incentive payments for reaching specific on-time arrival performance thresholds and there are monetary penalties for on-time arrival performance below certain thresholds. As a result, our operating revenues may vary from period-to-period depending on the achievement of monthly incentives or the imposition of penalties. Further, we could be found in default if we do not maintain certain minimum thresholds over an extended period of time. If we are placed in default due to the failure to maintain reliability thresholds, Amazon may elect to terminate all or part of the services we provide after a cure period and pursue those rights and remedies available to it at law or in equity, in which case the 2019 Warrants would remain outstanding. Amazon may also terminate the ATSA for convenience, subject to certain notice requirements and payment of a termination fee. The ATSA is also subject to two, two-year extension options, which Amazon may choose not to exercise.

To the extent our volume of flying for Amazon decreases or costs associated with our Cargo business increase, or if the ATSA is terminated for any reason, our business, results of operations and financial condition could be materially and adversely affected.

***Our low-cost structure is one of our primary competitive advantages, and many factors could affect our ability to control our costs.***

Our low-cost structure is one of our primary competitive advantages. However, we have limited control over many of our costs. For example, we have limited control over the price and availability of aircraft fuel, aviation insurance, the acquisition and cost of aircraft, airport and related infrastructure costs, taxes, the cost of meeting changing regulatory requirements, the cost of capable talent at market wages and our cost to access capital or financing. In addition, the compensation and benefit costs applicable to a significant portion of our employees are established by the terms of collective bargaining agreements. See “—Risks Related to Our Business—Increased labor costs, union disputes, employee strikes and other labor-related disruption may adversely affect our business, results of operations and financial condition.”

We cannot guarantee we will be able to maintain our relatively low costs. If our cost structure increases and we are no longer able to maintain a competitive cost structure, it could have a material adverse effect on our business, results of operations and financial condition.

***Our business is significantly tied to and consolidated in our main hub in Minneapolis-St. Paul, and any decrease in traffic in this hub could have a material adverse effect on our business, operations, financial condition and brand.***

Our service is concentrated around our hub in MSP and our business is impacted by economic and geophysical factors of this region. We maintain a large presence in MSP. For example, approximately 92% of 2023 Scheduled Service capacity, as measured by ASMs, had MSP as either their origin or destination. Flight operations in Minneapolis can face extreme weather challenges in all seasons, but especially in the winter which at times has resulted in severe disruptions in our operation and the incurrence of material costs as a consequence of such disruptions. Our business could be further harmed by an increase in the amount of direct competition we face in the Minneapolis market or by continued or increased congestion, delays or cancellations. For instance, MSP is also a significant hub for Delta Air Lines. If Delta Air Lines or another legacy network airline were to successfully develop low-cost or low-fare products or if we were to experience increased competition from LCCs or ULCCs in the Minneapolis market, our business, results of operations and prospects could be materially adversely affected.

Our business would also be negatively impacted by any circumstances causing a reduction in demand for air transportation in the Minneapolis area, such as adverse changes in local economic conditions, local regulations and/or mandates, health concerns, adverse weather conditions, negative public perception of Minneapolis, riots, social unrest, terrorist attacks or significant price or tax increases linked to increases in airport access costs and fees imposed on passengers.

We currently operate out of Terminal 2 at MSP. Our access to use our existing gates and other facilities in Terminal 2 is not guaranteed. We cannot assure you that our continued use of our facilities at MSP will occur on acceptable terms with respect to operations and cost of operations, or at all, or that our ongoing use of these facilities will not include additional or increased fees.

***Our reputation and business could be adversely affected in the event of an accident or similar public incident involving our aircraft or personnel.***

We are exposed to potential significant losses and adverse publicity in the event that any of our aircraft or personnel is involved in an accident, terrorist incident or other similar public incident, which could expose us to significant reputational harm and potential legal liability. In addition, we could face significant costs related to repairs or replacement of a damaged aircraft and its temporary or permanent loss from service. Furthermore, our customers, including Amazon, may choose not to use us for their needs following such an incident. We cannot assure you that we will not be affected by such events or that the amount of our insurance coverage will be adequate in the event such circumstances arise and any such event could cause a substantial increase in our insurance premiums. In addition, any future accident or similar incident involving our aircraft or personnel, even if fully covered by insurance or even if it does not involve our airline, may create an adverse public perception about our airline or that the equipment we fly is less safe or reliable than other transportation alternatives, or, in the case of our aircraft, could cause us to perform time-consuming and costly inspections on our aircraft or engines, any of which could have a material adverse effect on our business, results of operations and financial condition.

In addition, any accident involving the Boeing 737-NG or an aircraft similar to the Boeing 737-NG that we operate could result in the curtailment of such aircraft by aviation regulators, manufacturers and other airlines and could create a negative public perception about the safety of our aircraft, any of which could have a material adverse effect on our business, results of operations and financial condition. For example, in early 2024, the FAA grounded 171 Boeing 737-9 MAX airplanes following an incident on Alaska Airlines Flight 1282, and in 2019, certain global aviation regulators and airlines grounded the Boeing 737 MAX in response to accidents involving aircraft flown by Lion Air and Ethiopian Airlines. In addition, following a 2018 accident involving the failure of a turbofan on a 737-700 aircraft, the National Transportation Safety Board, or NTSB, has recommended that regulators require Boeing to redesign the engine cowl on 737-NG aircraft and retrofit in service 737-NG aircraft with the redesigned cowl. We cannot predict when the FAA will respond to the NTSB recommendations and if it will require us to replace the engine cowls in our aircraft, which may be time-consuming and costly. The resolution of this matter or similar matters in the future could have an impact on our results of operations, financial condition, business and prospects.

***We rely on third-party service providers and other commercial partners to perform functions integral to our operations.***

We have entered into agreements with third-party providers to furnish certain facilities and services required for our operations, including ground handling, catering, passenger handling, engineering, maintenance, refueling, reservations and airport facilities as well as administrative and support services. We are likely to enter into similar service agreements in new markets we decide to enter, and we cannot assure you that we will be able to obtain the necessary services at acceptable rates, or that such third-party providers will be available to service us.

Although we seek to monitor the performance of third parties that furnish certain facilities or provide us with our ground handling, catering, passenger handling, engineering, maintenance, refueling, reservations and airport facilities, the efficiency, timeliness and quality of contract performance by third-party providers are often beyond our control, and any failure by our third-party providers to perform up to our expectations, or sufficiently staff their operation, may have an adverse impact on our business, reputation with customers, our brand and our operations. These service agreements are generally subject to termination after notice by the third-party providers. In addition, we could experience a significant business disruption if we were to change vendors or if an existing provider ceased to be able to serve us. We expect to be dependent on such third-party arrangements for the foreseeable future.

***We rely on third-party distribution channels to distribute a portion of our airline tickets.***

We rely on third-party distribution channels, including those provided by or through GDS, conventional travel agents and OTAs, to distribute a significant portion of our airline tickets, and we expect in the future to rely on these channels to also collect a portion of our ancillary revenues. These distribution channels are more expensive and at present have less functionality in respect of ancillary revenues than those we operate ourselves, such as our website. Certain of these distribution channels also effectively restrict the manner in which we distribute our products generally. To remain competitive, we will need to successfully manage our distribution costs and rights, and improve the functionality of third-party distribution channels, while maintaining an industry-competitive cost structure. Negotiations with key GDSs and OTAs designed to manage our costs, increase our distribution flexibility, and improve functionality could be contentious, could result in diminished or less favorable distribution of our tickets, and may not provide the functionality we require to maximize ancillary revenues. In addition, in the last several years there has been significant consolidation among GDSs and OTAs. This consolidation and any further consolidation could affect our ability to manage our distribution costs due to a reduction in competition or other industry factors. Any inability to manage such costs, rights and functionality at a competitive level or any material diminishment in the distribution of our tickets could have a material adverse effect on our competitive position and our results of operations. Moreover, our ability to compete in the markets we serve may be threatened by changes in technology or other factors that may make our existing third-party sales channels impractical, uncompetitive or obsolete.

***We rely heavily on technology and automated systems to operate our business, and any disruptions or failure of these technologies or systems or any failure on our part to implement any new technologies or systems could materially adversely affect our business.***

We are highly dependent on technology and computer systems and networks to operate our business. These technologies and systems include our computerized airline reservation system provided by *Navitaire*, a unit of Amadeus, operational control systems, telecommunications systems, mobile phone application, airline website and maintenance systems as well as government and other third-party systems. In order for our operations to work efficiently, our website and reservation system must be able to accommodate a high volume of traffic, maintain secure information and deliver flight information. Our reservations system, which is hosted and maintained under a long-term contract by a third-party provider, is critical to our ability to issue, track and accept electronic tickets, conduct check-in, board and manage our passengers through the airports we serve and provide us with access to GDSs, which enlarge our pool of potential passengers. There are many instances in the past where a reservations system malfunctioned, whether due to the fault of the system provider or the airline, with a highly adverse effect on the airline's operations, and such a malfunction has in the past and could again in the future occur on our system, a third-party system we rely on, or in connection with any system upgrade or migration. We also rely on third-party providers, including government agencies, to maintain our operational control systems, and if those systems are not functioning, we have in the past and may again experience service disruptions, which could result in the loss of important data, increase our expenses, decrease our operational performance and temporarily stall our operations, which may have a materially adverse effect on our business, results of operation, and financial condition.

Any failure of the technologies and systems we use could materially adversely affect our business. For example, if our reservation system fails or experiences interruptions, and we are unable to book seats for a period of time, we could lose a significant amount of revenue as customers book seats on other airlines, and our reputation could be harmed. Additionally, if our flight systems fail or experience disruption, we could suffer reputational harm and incur costs associated with cancelled and delayed flights. In addition, replacement technologies and systems for any service we currently utilize that experiences failures or interruptions may not be readily available on a timely basis, at competitive rates or at all. Furthermore, our current technologies and systems are heavily integrated with our day-to-day operations and any transition to a new technology or system could be complex and time-consuming. Our technologies and systems cannot be completely protected against events that are beyond our control, including natural disasters, cyber attacks, telecommunications failures or the failure of government or other third-party systems. We have previously experienced a software outage that resulted in cancelled flights and delayed flights for several hours, which could impact our on-time performance and completion factor. Substantial or sustained disruptions or system failures could cause service delays or failures and result in our customers purchasing tickets from other airlines. We cannot assure you that any of our security measures, change control procedures or disaster recovery plans that we have implemented are adequate to prevent disruptions or failures. In the event that one or more of our primary technology or systems

vendors fails to perform and a replacement system is not available or if we fail to implement a replacement system in a timely and efficient manner, our business could be materially adversely affected.

In addition, in the ordinary course of business, our systems will continue to require modifications, upgrades and refinements to address growth and changing business requirements and to enable us to comply with changing regulatory requirements. Modifications, upgrades and refinements to our systems have been and are expected to continue to be expensive to implement and can divert management's attention from other matters. Furthermore, our operations could be adversely affected, or we could face impositions of regulatory penalties, if we were unable to timely or effectively modify or upgrade our systems as necessary or appropriately balance the introduction of new capabilities with the management of existing systems.

***We may not be able to grow or maintain our unit revenues or maintain our ancillary revenues.***

A key component of our strategy was establishing Sun Country as a premier high-growth, low-cost carrier in the United States by attracting customers with low fares and garnering repeat business by delivering a high-quality customer experience with additional free amenities than traditionally provided on ULCCs in the United States. We intend to continue to differentiate our brand and product in order to expand our loyal customer base and grow or maintain our unit revenues and maintain our ancillary revenues. Differentiating our brand and product has required and will continue to require significant investment, and we cannot assure that the initiatives we have implemented will continue to be successful or that the initiatives we intend to implement will be successful. If we are unable to maintain or further differentiate our brand and product from LCCs or ULCCs, our market share could decline, which could have a material adverse effect on our business, results of operations and financial condition. We may also not be successful in leveraging our brand and product to stimulate new demand with low base fares or gain market share from the legacy network airlines.

In addition, our business strategy includes maintaining our portfolio of desirable, value-oriented, ancillary products and services. However, we cannot assure you that passengers will continue to perceive value in the ancillary products and services we currently offer and regulatory initiatives could adversely affect ancillary revenue opportunities. Failure to maintain our ancillary revenues would have a material adverse effect on our business, results of operations and financial condition. Furthermore, if we are unable to maintain our ancillary revenues, we may not be able to execute our strategy to continue to lower base fares in order to stimulate demand for air travel.

***We operate a single aircraft type.***

A critical cost-saving element of our business strategy is to operate a single-family aircraft fleet; however, our dependence on the Boeing 737-NG aircraft and CFM56 engines for all of our aircraft makes us vulnerable to any design defects or mechanical problems associated with this aircraft type or these engines. In the event of any actual or suspected design defects or mechanical problems with these family aircraft or engines, whether involving our aircraft or that of another airline, we may choose or be required to suspend or restrict the use of our aircraft. For example, several Boeing 737-NG aircraft have been grounded in the past by other airlines after inspections revealed cracks in the "pickle forks," a component of the structure connecting the wings to the fuselages. Our business could also be materially adversely affected if the public avoids flying on our aircraft due to an adverse perception of the Boeing 737-NG aircraft or CFM56 engines, whether because of safety concerns or other problems, real or perceived, or in the event of an accident involving such aircraft or engines.

***Increased labor costs, union disputes, employee strikes and other labor-related disruption may adversely affect our business, results of operations and financial condition.***

Our business is labor intensive, with labor costs representing approximately 32% and 29% of our total operating costs for the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, approximately 65% of our workforce was represented by labor unions. We cannot assure you that our labor costs going forward will remain competitive or that any new agreements into which we enter will not have terms with higher labor costs or that the negotiations of such labor agreements will not result in any work stoppages. In addition, one or more of our competitors may significantly reduce their labor costs, thereby providing them with a competitive advantage over us. New entrants to the market may not have unionized workforces and therefore may have substantially lower costs or better labor efficiencies. Furthermore, our labor costs may increase in connection with our growth, especially if we needed to hire more pilots in order to grow various segments of our

business, including Cargo. We cannot guarantee that our Cargo business will grow and that hiring of additional pilots will be required. We may also become subject to additional collective bargaining agreements in the future as non-unionized workers may unionize.

Relations between air carriers and labor unions in the United States are governed by the RLA. Under the RLA, collective bargaining agreements generally contain “amendable dates” rather than expiration dates, and the RLA requires that a carrier maintain the existing terms and conditions of employment following the amendable date through a multi-stage and usually lengthy series of bargaining processes overseen by the National Mediation Board, or the NMB. This process continues until either the parties have reached agreement on a new collective bargaining agreement, or the parties have been released to “self-help” by the NMB. In most circumstances, the RLA prohibits strikes; however, after release by the NMB, carriers and unions are free to engage in self-help measures such as lockouts and strikes.

On December 1, 2019, our dispatchers approved a new collective bargaining agreement. The amendable date of the collective bargaining agreement is November 30, 2024. Our collective bargaining agreement with our flight attendants is currently amendable. Negotiations with the union representing this group commenced in November of 2019. By mutual consent, the negotiations were paused in March 2020 due to the COVID-19 pandemic. We restarted negotiations in October of 2021 and in July of 2023, we and the union jointly requested the appointment of a mediator through the NMB. The NMB has appointed a mediator, and we began mediated negotiations in December of 2023. Negotiations are ongoing. Our collective bargaining agreement with our pilots is amendable on December 21, 2025. Negotiations for a new collective bargaining agreement with our technicians and related craft employees began in October of 2022 and negotiations are ongoing with the assistance of a federal mediator appointed by the NMB. Our fleet service employees (cargo, commissary/catering, ramp agents, and bag room agents) elected to be represented by the International Brotherhood of Teamsters on January 4, 2023. Negotiations for a new collective bargaining agreement began in March of 2023 and are ongoing. See also “Business—Employees” in this Annual Report. The outcome of our collective bargaining negotiations cannot presently be determined and the terms and conditions of our future collective bargaining agreements may be affected by the results of collective bargaining negotiations at other airlines that may have a greater ability, due to larger scale, greater efficiency or other factors, to bear higher costs than we can. In addition, if we are unable to reach agreement with any of our unionized work groups in current or future negotiations regarding the terms of their collective bargaining agreements, we may be subject to work interruptions, stoppages or shortages. Any such action or other labor dispute with unionized employees could disrupt our operations, reduce our profitability or interfere with the ability of our management to focus on executing our business strategies. As a result, our business, results of operations and financial condition may be materially adversely affected based on the outcome of our negotiations with the unions representing our employees.

***We rely on efficient daily aircraft utilization to address peak demand days of the week and months of the year, which makes us vulnerable to flight delays, flight cancellations or aircraft unavailability during peak demand periods.***

We aim to optimize our daily aircraft utilization rate by tailoring service to customer demand patterns, which are seasonal and vary by day of the week. Our average daily aircraft utilization was 6.9 hours and 7.2 hours for the years ended December 31, 2023 and 2022, respectively. Aircraft utilization is block hours divided by number of days in the period divided by average aircraft. Part of our business strategy is to efficiently deploy our aircraft, which is achieved in part by higher utilization during the most profitable seasonal periods and days of the week and more limited usage of less expensive aircraft during weak demand periods. During peak demand periods, we may utilize all of our aircraft, and in the event we experience delays and cancellations from various factors, many of which are beyond our control, including air traffic congestion at airports or other air traffic control problems or outages, adverse weather conditions, increased security measures or breaches in security, international or domestic conflicts, terrorist activity, or other changes in business conditions, because we do not have accommodation arrangements with other airlines like legacy network airlines do and cannot reaccommodate passengers on our aircraft because of our limited schedule, we may incur additional costs in completing customer journeys. Due to the relatively small size of our fleet and the limited and changing nature of our Scheduled Service and our point-to-point network, the unexpected unavailability of one or more aircraft and resulting reduced capacity could have a material adverse effect on our business, results of operations and financial condition. Additionally, we frequently use all freighters in support of our Cargo business. In the event we experience a series of aircraft out of service, we would experience a decline in revenue and potentially



customer satisfaction. Furthermore, in the event we are unable to procure aircraft at the price-point necessary to allow for lower utilization during weak demand periods, our costs will be higher and could have a material adverse effect on our business, results of operations and financial condition.

***The cost of aircraft repairs and unexpected delays in the time required to complete aircraft maintenance could negatively affect our operating results.***

We provide flight services throughout the world and could be operating in remote regions. Our aircraft may experience maintenance events in locations that do not have the necessary repair capabilities or are difficult to reach. As a result, we may incur additional expenses and lose billable revenues that we would have otherwise earned. Under certain customer agreements, we are required to provide a spare aircraft while scheduled maintenance is completed. If delays occur in the completion of aircraft maintenance, we may incur additional expense to provide airlift capacity and forgo revenues.

***If we are unable to attract, retain and train qualified personnel at reasonable costs or fail to maintain our company culture, our business could be harmed.***

Our business is labor intensive. We require large numbers of pilots, flight attendants, maintenance technicians and other personnel. We compete against other U.S. airlines for pilots, mechanics and other skilled labor and certain U.S. airlines offer wage and benefit packages exceeding ours. The airline industry, including related vendor partners, is experiencing and may continue to experience a shortage of qualified personnel and we face added challenges with attracting and retaining qualified personnel due to the low unemployment rate in Minnesota. In particular, as more pilots in the industry approach mandatory retirement age, or retired early during the COVID-19 pandemic, the U.S. airline industry is being affected by a pilot shortage. We and other airlines also face shortages of qualified aircraft mechanics, dispatchers, ground handlers, flight attendants and other personnel. As is common with most of our competitors, we have also faced turnover of our employees. As a result of the foregoing, we may not be able to attract, retain or train qualified personnel or may be required to increase wages and/or benefits in order to do so. If we are unable to hire, train and retain qualified employees, our business could be harmed and we may be unable to implement our growth plans.

In addition, as we hire more people and grow, we believe it may be increasingly challenging to continue to hire people who will maintain our company culture. Our company culture, which we believe is one of our competitive strengths, is important to providing dependable customer service and having a productive, accountable workforce that helps keep our costs low. As we continue to grow, we may be unable to identify, hire, retain and train enough people who meet the above criteria, including those in management or other key positions. Our company culture could otherwise be adversely affected by our growing operations and geographic diversity. If we fail to maintain the strength of our company culture, our competitive ability and our business, results of operations and financial condition could be harmed.

***Our inability to expand or operate reliably or efficiently out of airports where we operate could have a material adverse effect on our business, results of operations and financial condition and brand.***

Our results of operations may be affected by actions taken by governmental or other agencies or authorities having jurisdiction over our operations at these airports, including, but not limited to:

- increases in airport rates and charges;
- limitations on take-off and landing slots, airport gate capacity or other use of airport facilities;
- termination of our airport use agreements, some of which can be terminated by airport authorities with little notice to us;
- increases in airport capacity that could facilitate increased competition;
- international travel regulations such as customs and immigration;
- increases in taxes;
- changes in law, regulations and government policies that affect the services that can be offered by airlines, in general, and in particular markets and at particular airports;
- restrictions on competitive practices;
- changes in law or ordinances that increase minimum wages beyond regional norms;
- the adoption of statutes or regulations that impact or impose additional customer service standards and requirements, including operating and security standards and requirements; and

- the adoption of more restrictive locally imposed noise regulations or curfews.

Our business is highly dependent on the availability and cost of airport services at the airports where we operate. Any changes in airport operations could have a material adverse effect on our business, results of operations and financial condition.

***Our intellectual property rights, particularly our branding rights, are valuable, and any inability to protect them may adversely affect our business and financial results.***

We consider our intellectual property rights, particularly our branding rights such as our trademarks applicable to our airline and Sun Country Rewards program, to be a significant and valuable aspect of our business. We aim to protect our intellectual property rights through a combination of trademark, copyright and other forms of legal protection, contractual agreements and policing of third-party misuses of our intellectual property, but cannot guarantee that such efforts will be successful. Our failure to obtain or adequately protect our intellectual property or any change in law that lessens or removes the current legal protections of our intellectual property may diminish our competitiveness and adversely affect our business and financial results. Any litigation or disputes regarding intellectual property may be costly and time-consuming and may divert the attention of our management and key personnel from our business operations, either of which may adversely affect our business and financial results.

***Our reputation and brand could be harmed if we were to experience significant publicity, including through social media.***

Our business strategy includes the differentiation of our brand and product from the other U.S. airlines, including LCCs and ULCCs, in order to increase customer loyalty and drive future ticket sales. We intend to accomplish this by continuing to offer passengers dependable customer service. However, in the past, we have experienced customer complaints related to, among other things, product and pricing changes related to our business strategy and customer service. In particular, we have generally experienced a higher volume of complaints when we implemented changes to our unbundling policies, such as charging for seats and baggage. These complaints, together with reports of lost baggage, delayed and cancelled flights, and other service issues, are reported to the public by the DOT. In addition, we could become subject to complaints about our booking practices. For example, we experienced a significant number of complaints, including letters from lawmakers and attorneys general, concerning non-refundable tickets during the COVID-19 pandemic. If we do not meet our customers' expectations with respect to reliability and service, our brand and product could be negatively impacted, which could result in customers deciding not to fly with us and adversely affect our business and reputation. We have agreements for bus service to transport passengers to our MSP hub. If these operators suffer a service problem, safety failure or accident, our brand would be negatively impacted. Additionally, we operate in a public-facing industry with significant exposure to social media. Negative publicity, whether or not justified, can spread rapidly through social media. In particular, passengers can use social media to portray interactions with Sun Country, without context, in a manner that can be quickly and broadly disseminated. To the extent that we are unable to respond timely and appropriately to negative publicity, our reputation and brand can be harmed. Damage to our overall reputation and brand could have a negative impact on our financial results.

***We are highly dependent upon our cash and investment balances, Operating Cash Flows and availability under our Revolving Credit Facility.***

Our principal sources of liquidity are cash and cash equivalents, investments and availability under our \$25,000 Revolving Credit Facility. We are and will continue to be dependent on our Operating Cash Flows, Cash and Cash Equivalents, and Short-Term Investment balances to fund our operations, provide capital reserves and make scheduled payments on our aircraft-related fixed obligations. If our operating cash flows become insufficient to cover the entirety of our cash outflows, the Revolving Credit Facility may not be adequate to finance our operations. If we fail to generate sufficient funds from operations to meet our operating cash requirements or do not have access to availability under the Revolving Credit Facility, or other sources of borrowings or equity financing, we could default on our obligations. Our inability to meet our obligations as they become due would have a material adverse effect on our business, results of operations and financial condition.

***Our liquidity would be adversely impacted, potentially materially, in the event one or more of our credit card processors were to impose holdback restrictions for payments due to us from credit card transactions.***

We currently have agreements with organizations that process credit card transactions arising from purchases of air travel tickets by our customers. Credit card processors may have financial risk associated with tickets purchased for travel which can occur several weeks or months after the purchase. As of December 31, 2023, we were not subject to any credit card holdbacks under our credit card processing agreements, although if we fail to meet certain liquidity and other financial covenants, our credit card processors have the right to hold back credit card remittances to cover our obligations to them. If our credit card processors were to impose holdback restrictions on us, the negative impact on our liquidity could be significant which could have a material adverse effect on our business, results of operations and financial condition.

***Our ability to obtain financing or access capital markets may be limited.***

We have significant obligations related to leases and debt financing for our aircraft fleet and may incur additional obligations as we grow our operations, and our current strategy is to rely on lessors or access to capital markets to provide financing for our aircraft acquisition needs. There are a number of factors that may affect our ability to raise financing or access the capital markets in the future, including our liquidity and credit status, our operating cash flows, market conditions in the airline industry, U.S. and global economic conditions, the general state of the capital markets and the financial position of the major providers of commercial aircraft financing. We cannot assure you that we will be able to source external financing for our planned aircraft acquisitions or for other significant capital needs, and if we are unable to source financing on acceptable terms, or unable to source financing at all, our business could be materially adversely affected. To the extent we finance our activities with additional debt, we may become subject to financial and other covenants that may restrict our ability to pursue our business strategy or otherwise constrain our growth and operations.

***Our maintenance costs will fluctuate over time; additionally we will periodically incur substantial maintenance costs due to the maintenance schedules of our aircraft fleet and obligations to the lessors, and we could incur significant maintenance expenses outside of such maintenance schedules in the future.***

We have substantial maintenance expense obligations, including with respect to our aircraft leases. Prior to an aircraft being returned in connection with an aircraft lease, we will incur costs to restore these aircraft to the condition required by the terms of the underlying leases. The amount and timing of these so-called “return conditions” costs can prove unpredictable due to uncertainty regarding the maintenance status of each particular aircraft at the time it is to be returned and it is not unusual for disagreements to ensue between the airline and the leasing company as to the required redelivery conditions on a given aircraft or engine.

Outside of scheduled maintenance, we incur from time-to-time unscheduled maintenance which is not forecast in our operating plan or financial forecasts, and which can impose material unplanned costs and the loss of flight equipment from revenue service for a significant period of time. For example, a single unplanned engine event can require a shop visit costing several million dollars and cause the engine to be out of service for a number of weeks.

Furthermore, the terms of certain of our lease agreements require us to pay maintenance reserves to the lessor in advance of the performance of major maintenance, resulting in our recording significant prepaid deposits on our Balance Sheets, and there are restrictions on the extent to which such maintenance reserves are available for reimbursement. In addition, the terms of any lease agreements that we enter into in the future could also require maintenance reserves in excess of our current requirements. Any significant increase in maintenance and repair expenses would have a material adverse effect on our business, results of operations and financial condition. Please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Operating Expenses—Maintenance.”

***We have a significant amount of aircraft and other fixed obligations that could impair our liquidity and thereby harm our business, results of operations and financial condition.***

The airline business is capital intensive. As of December 31, 2023, our 42 passenger aircraft fleet consisted of 13 aircraft financed under finance leases and 29 aircraft financed under secured debt arrangements or owned outright. As of December 31, 2023, we had six aircraft that are currently on lease to unaffiliated airlines. We also had a commitment to lease two aircraft and purchase one aircraft, with deliveries of these aircraft throughout the first quarter of 2024. As of December 31, 2023, we had future debt principal obligations of \$405,640 and future finance lease obligations of \$342,646. During 2024, based on our aircraft leases and debt structure as of December 31, 2023, we expect to make payments of \$75,364 related to debt principal obligations and \$61,671 related to finance lease obligations. Additionally, we made payments for maintenance reserves of \$13,409 for 2023 and expect to make significant payments for maintenance reserves in the future. Our ability to pay the fixed costs associated with our contractual obligations will depend on our operating performance, cash flow, availability under the Revolving Credit Facility and our ability to secure adequate future financing, which will in turn depend on, among other things, the success of our current business strategy and our future financial and operating performance, competitive conditions, fuel price volatility, any significant weakening or improving in the U.S. economy, availability and cost of financing, as well as general economic and political conditions and other factors that are, to some extent, beyond our control. The amount of our aircraft-related fixed obligations could have a material adverse effect on our business, results of operations and financial condition and could:

- require a substantial portion of cash flows be used for aircraft leases and maintenance deposit payments and interest expense, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our ability to obtain additional financing to support our expansion plans and for working capital and other purposes on acceptable terms or at all;
- make it more difficult for us to pay our other obligations as they become due during adverse general economic and market industry conditions because any related decrease in revenues could cause us to not have sufficient cash flows from operations to make our scheduled payments;
- reduce our flexibility in planning for, or reacting to, changes in our business and the airline industry and, consequently, place us at a competitive disadvantage to our competitors with lower fixed payment obligations; and
- cause us to lose access to one or more aircraft and forfeit our maintenance and other deposits if we are unable to make our required aircraft lease rental payments and our lessors exercise their remedies under the lease agreement, including cross-default provisions in certain of our leases.

There can be no assurance that we will be able to obtain sufficient funds to enable us to repay or refinance our debt obligations on commercially reasonable terms, or at all. A failure to pay our operating lease, debt and other fixed cost obligations or a breach of our contractual obligations, including the Credit Agreement, could result in a variety of adverse consequences, including the exercise of remedies by our creditors and lessors. In such a situation, it is unlikely that we would be able to cure our breach, fulfill our obligations, make required lease payments or otherwise cover our fixed costs and our secured lenders could foreclose against the assets securing the indebtedness owing to them, which would have a material adverse effect on our business, results of operations and financial condition.

***We depend on a sole-source supplier for the majority of our aircraft parts and any supply disruption could have a material adverse effect on our business.***

We have entered into a contract with Delta Air Lines, Inc., or Delta, one of our competitors that is also the largest airline operating at MSP, for the vast majority of our aircraft parts. We are vulnerable to any problems associated with the performance of Delta's obligations to supply our aircraft parts, including design defects, mechanical problems and regulatory issues associated with engines and other parts. If Delta experiences a significant business challenge, disruption or failure due to issues such as financial difficulties or bankruptcy, regulatory or quality compliance issues, or other financial, legal, regulatory or reputational issues, ceases to produce our aircraft parts, is unable to effectively deliver our aircraft parts on timelines and at the prices we have negotiated, or terminates the contract, we would incur substantial transition costs and we would lose the cost benefits from our current arrangement with Delta, which would have a material adverse effect on our business, results of operations and financial condition.

***Reduction in demand for air transportation, or governmental reduction or limitation of operating capacity, in the domestic United States, Canada, Mexico or Caribbean markets, or a reduction in demand for our Charter or Cargo operations, could harm our business, results of operations and financial condition.***

A significant portion of our operations are conducted to and from the domestic United States, Canada, Mexico or Caribbean markets. Our business, results of operations and financial condition could be harmed if we lose our authority to fly to these markets, by any circumstances causing a reduction in demand for air transportation, or by governmental reduction or limitation of operating capacity, in these markets, such as adverse changes in local economic or political conditions, public health restrictions, including testing or vaccination requirements, negative public perception of these destinations, unfavorable weather conditions, public health concerns, civil unrest, violence or terrorist-related activities. Furthermore, our business could be harmed if jurisdictions that currently limit competition allow additional airlines to compete on routes we serve. In addition, a reduction in demand from our Charter customers, including as a result of decreased DoD troop movements or fewer sports events and related travel, or from Amazon under the ATSA could have a material and adverse effect on our business, results of operations and financial condition.

***Our business could be materially adversely affected if we lose the services of our key personnel.***

Our success depends to a significant extent upon the efforts and abilities of our senior management team and key financial and operating personnel. In particular, we depend on the services of our senior management team, particularly Jude Bricker, our Chief Executive Officer, and Dave Davis, our President and Chief Financial Officer. Competition for highly qualified personnel is intense, and the loss of any executive officer, senior manager, or other key employee without adequate replacement or the inability to attract new qualified personnel could have a material adverse effect on our business, results of operations and financial condition. We do not maintain key-man life insurance on our management team.

***Our quarterly results of operations fluctuate due to a number of factors, including seasonality.***

We expect our quarterly results of operations to continue to fluctuate due to a number of factors, including our seasonal operations, competitive responses in key locations or routes, price changes in aircraft fuel and the timing and amount of maintenance expenses. As a result of these and other factors, quarter-to-quarter comparisons of our results of operations and comparisons of our key operating statistics may not be reliable indicators of our future performance. Seasonality may cause our quarterly results to fluctuate since historically our passengers tend to fly more during the winter months and less in the summer and fall months. We cannot assure you that we will find profitable markets in which to operate during the off-peak season. Lower demand for air travel during the fall and other off-peak months could have a material adverse effect on our business, results of operations and financial condition. We may not realize any or all of our estimated cost savings, which would have a negative effect on our results of operations.

As part of our business strategy, we expect to implement certain operational improvements and cost savings initiatives. Any cost savings that we realize from such efforts may differ materially from our estimates. Our estimates are the current estimates of the Company, but they involve risks, uncertainties, assumptions and other factors that may cause actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such estimates. In addition, any cost savings that we realize may be offset, in whole or in part, by reductions in revenues, or through increases in other expenses. Any one-time costs incurred to achieve our cost savings going forward may be more than we expect and, to achieve additional cost savings, we may need to incur additional one-time costs. Our operational improvements and cost savings plans are subject to numerous risks and uncertainties that may change at any time. We cannot assure you that our initiatives will be completed as anticipated or that the benefits we expect will be achieved on a timely basis or at all. The future performance of the Company may differ significantly from the anticipated performance of the Company.

***We may become involved in litigation that may materially adversely affect us.***

From time-to-time, we may become involved in various legal proceedings relating to matters incidental to the ordinary course of our business, including commercial, employment, class action, whistleblower, patent, product liability and other litigation and claims, and governmental and other regulatory investigations and proceedings.

In particular, in recent years, there has been significant litigation in the United States and abroad involving airline consumer complaints. We have in the past faced, and may face in the future, claims by third parties that we have violated a passenger's rights. Such matters can be time-consuming, divert management's attention and resources, cause us to incur significant expenses or liability and/or require us to change our business practices. Because of the potential risks, expenses and uncertainties of litigation, we may, from time to time, settle disputes, even where we believe that we have meritorious claims or defenses. Because litigation is inherently unpredictable, we cannot assure you that the results of any of these actions will not have a material adverse effect on our business, results of operations and financial condition.

***Lessee defaults could materially adversely affect our business, financial condition and results of operations.***

Investors should expect some lessees to experience payment difficulties, particularly in difficult economic or operating environments. As a result of their financial condition and lack of liquidity, lessees may be significantly in arrears in their rental or maintenance payments. The airline industry is cyclical, economically sensitive and highly competitive, and our lessees are affected by several factors over which we and they have limited control, including: air passenger demand, changes in fuel costs, interest rates, foreign currency, inflation, labor difficulties, including pilot shortages, wage negotiations or other labor actions, increases in other operating costs, such as increased insurance costs, general economic conditions and governmental regulation and associated fees affecting the air transportation business. For example, the airline industry was substantially impacted by the COVID-19 pandemic. In addition, geopolitical events such as changes in national policy or the imposition of sanctions, including new sanctions, trade barriers or tariffs, as well as events leading to political or economic instability such as war, prolonged armed conflict and acts of terrorism; epidemics, pandemics and natural disasters; availability of financing, including availability of governmental support; and airline financial health may also have an impact. Finally, our lessees may also be affected by aircraft accidents, in particular a loss if the aircraft is damaged or destroyed by an event specifically excluded from insurance policies, such as dirty bombs, biohazardous materials and electromagnetic pulsing. These factors could cause our lessees to incur higher costs and to generate lower revenues which could adversely affect their ability to make lease payments or perform their maintenance obligations under the leases. In addition, lease default levels will likely increase over time if economic conditions deteriorate.

We may not correctly assess the credit risk of a lessee or that risk could change over time. We may not be able to charge risk-adjusted lease rates, and lessees may not be able to continue to perform their financial and other obligations under our leases in the future.

Many airlines received lease deferrals or other accommodations during the COVID-19 pandemic and we may agree to deferrals, restructurings and terminations in the ordinary course of our business with lessees in the future. If a lessee delays, reduces, or fails to make lease payments when due and if we are unable to agree on a lease payment deferral or lease restructuring and we elect to terminate the lease, we may not receive all or any payments still outstanding. While deferrals generally shift the timing of payments to a later period, restructurings and terminations generally permanently reduce lease revenue, and the associated reduction in lease revenue could negatively affect our business.

In the event that a lessee defaults under a lease, any security deposit paid or letter of credit provided by the lessee may not be sufficient to cover the lessee's outstanding or unpaid lease obligations and required maintenance and transition expenses.

***Significant costs resulting from lease defaults could have a material adverse effect on our business.***

Although we have the right to repossess the aircraft and to exercise other remedies upon a lessee default, repossession of an aircraft would likely lead to significant costs for us. Those costs include legal and other expenses of court or other governmental proceedings, particularly if the lessee is contesting the proceedings, and costs to obtain possession and/or deregistration of the aircraft and flight and export permissions. Delays resulting from these proceedings would increase the period of time during which the aircraft is not generating revenue. We may incur maintenance, refurbishment or repair costs that a defaulting lessee has failed to incur or pay and that are necessary to put the aircraft in suitable condition for re-lease, sale, or induction into the Company's fleet. We may also incur storage costs associated with aircraft that we repossess and are unable to sell, induct into our fleet, or place immediately with another lessee. We may be required to pay off liens, claims,

taxes and other governmental charges to obtain clear possession, including, in some cases, liens that the lessee might have incurred in connection with the operation of its other aircraft. We could also incur other costs in connection with the physical possession of the aircraft.

We may suffer other adverse consequences due to a lessee default and the repossession of the aircraft. Our rights upon a lessee default vary significantly depending upon the jurisdiction and may include the need to obtain a court order for repossession of the aircraft and/or consents for deregistration or re-export of the aircraft. When a defaulting lessee is in bankruptcy, protective administration, insolvency or similar proceedings, additional limitations may apply. Certain jurisdictions give rights to the trustee in bankruptcy or a similar officer to assume or reject the lease or to assign it to a third party, or entitle the lessee or another third party to retain possession of the aircraft without paying lease rentals or without performing all of the obligations under the lease. There can be no assurance that jurisdictions that have adopted the Cape Town Convention, which provides for uniformity and certainty for repossession of aircraft, will enforce it as written. Our efforts to repossess our aircraft could be further complicated for lessees that are owned in whole or in part by, or are subsidized by, government-related entities. Accordingly, we may be delayed in, or prevented from, enforcing our rights under a lease and in re-leasing, inducting into our fleet, or selling the affected aircraft.

If we repossess an aircraft, we may not be able to export or deregister and profitably redeploy the aircraft in a timely manner or at all. Before an aviation authority will register an aircraft that has previously been registered in another country, it must receive confirmation that the aircraft has been deregistered by that country's aviation authority. In order to deregister an aircraft, the lessee must comply with applicable laws and regulations, and the relevant governmental authority must enforce these laws and regulations. For instance, where a lessee or other operator flies only domestic routes in the jurisdiction in which the aircraft is registered, repossession may be more difficult, especially if the jurisdiction permits the lessee or the other operator to resist deregistration. We may also incur significant costs in retrieving or recreating aircraft records required for registration of the aircraft, and in obtaining a certificate of airworthiness for an aircraft. Upon a lessee default, we may incur significant costs in connection with repossessing our aircraft and we may be delayed in repossessing our aircraft or may be unable to obtain possession of our aircraft, which could have a materially adverse impact on our future revenue and cash flows.

***Lessee defaults and reorganizations, bankruptcies or similar proceedings may result in lost revenue and additional costs.***

From time to time, an airline may seek reorganization or protection from creditors under its local laws or may go into liquidation. Lessees may default on their lease obligations or file for bankruptcy or otherwise seek protection from creditors (collectively referred to as "bankruptcy"). Based on historical rates of airline defaults and bankruptcies, it's possible that we will experience lessee defaults and bankruptcies.

If a lessee defaults on its lease or files for bankruptcy, the lessee may not make lease payments or may return aircraft to us before the lease expires. If a lessee files for bankruptcy with the intent of reorganizing its business, we may agree to adjust our lease terms, including reducing lease payments by a significant amount. Certain jurisdictions give rights to the trustee in a bankruptcy to assume or reject the lease or to assign it to a third party, or entitle the lessee or another third party to retain possession of the aircraft without paying lease rentals or performing all or some of the obligations under the relevant lease. If one or more airline bankruptcies result in a larger number of aircraft being available for purchase or lease over a short period of time, aircraft values and aircraft lease rates may be depressed, and additional grounded aircraft and lower market values could adversely affect our ability to sell our aircraft or lease or remarket our aircraft at favorable rates or at all.

As a result of the time and process involved with lessee reorganizations, bankruptcies or similar proceedings as described above, which can vary by airline and jurisdiction among other factors, we may experience lost revenue and additional costs.

***If our lessees encounter financial difficulties and we decide to restructure our leases with those lessees, this could result in less favorable leases and in significant reductions in our cash flow.***

If a lessee is late in making payments or fails to make payments in full, we may elect to or be required to restructure the lease. Restructuring may involve anything from a simple rescheduling of payments to the termination of a lease without receiving all the past due amounts. If requests for payment restructuring or

rescheduling are granted, reduced or deferred rental payments may be payable over all or some part of the remaining term of the lease, and the terms of any revised payment schedules may be unfavorable or such payments may not be made. We may be unable to agree upon acceptable terms for any requested restructurings and as a result may be forced to exercise our remedies under those leases and we may be unable to repossess our aircraft on a timely basis.

The terms and conditions of payment restructurings or reschedulings may adversely affect our cash flows.

***Failures by lessees to meet their maintenance and recordkeeping obligations under our leases could adversely affect the value of our leased engines and aircraft and our ability to lease the engines and aircraft in a timely manner following termination of the leases.***

The value and income producing potential of an engine or aircraft depends heavily on it being maintained in accordance with an approved maintenance system and complying with all applicable governmental directives and manufacturer requirements. In addition, for an engine or aircraft to be available for service, all records, logs, licenses and documentation relating to maintenance and operations of the engine or aircraft must be maintained in accordance with governmental and manufacturer specifications.

Our leases make the lessees primarily responsible for maintaining the engines or aircraft, keeping related records and complying with governmental directives and manufacturer requirements. Lessees may experience difficulties in meeting their maintenance and recordkeeping obligations as specified by the terms of our leases.

Our ability to determine the condition of the engines or aircraft and whether the lessees are properly maintaining our assets is generally limited to the lessees' reporting of usage and any maintenance performed, confirmed by periodic inspections performed by us and third parties. A lessee's failure to meet its maintenance or recordkeeping obligations under a lease could result in:

- a grounding of the related engine or aircraft;
- a repossession that would likely cause us to incur additional and potentially substantial expenditures in restoring the engine or aircraft to an acceptable maintenance condition;
- a need to incur additional costs and devote resources to recreate the records prior to the use, sale or lease of the engine or aircraft;
- loss of lease revenue while we perform refurbishments or repairs and recreate records; and
- a lower lease rate and/or shorter lease term under a new lease entered into by us following repossession of the engine or aircraft.

Any of these events may adversely affect the value of the engine or aircraft, unless and until remedied, and reduce our revenues and increase our expenses. If aviation equipment is damaged during a lease and we are unable to recover from the lessee or through insurance, we may incur a loss.

***Our lessees may fail to adequately insure our aircraft or fulfill their indemnity obligations, or we may not be able to adequately insure our aircraft, which may result in increased costs and liabilities.***

When an aircraft is on lease, we do not directly control its operation. Nevertheless, because we hold title to the aircraft, we could be sued or held strictly liable for losses resulting from the operation of such aircraft, or may be held liable for losses on other legal theories or claims may be made against us as the owner of an aircraft requiring us to expend resources in our defense. As a result, we separately purchase contingent liability insurance and contingent hull insurance on all aircraft in our owned fleet. While we believe our insurance is adequate both as to coverages and amounts based on industry standards in the current market, we cannot assure you that we are adequately insured against all risks and in all territories in which our aircraft operate. For example, following the Russia-Ukraine conflict, Russia, Ukraine and Belarus are now generally excluded from coverage in our contingent liability, contingent hull and contingent hull war insurance consistent with insurance market terms available at the time these policies were last renewed.

We also separately require our lessees to obtain specified levels of insurance customary in the aviation industry and indemnify us for, and insure against, liabilities arising out of the lessee's use and operation of the aircraft.



Lessees are also required to maintain all risks hull insurance, all risks property insurance, and war risks hull insurance on the aircraft at agreed upon levels. Lessees may fail to maintain adequate insurance coverage during a lease term, which, although in contravention of the lease terms, could necessitate our taking some corrective action such as terminating the lease or securing insurance for the aircraft. Moreover, even if our lessees retain specified levels of insurance, and indemnify us for, and insure against, liabilities arising out of their use and operation of the aircraft, we cannot assure you that we will not have any liability.

In addition, there are certain risks or liabilities that we or our lessees may face, for which insurers may be unwilling to provide coverage for, or the cost to obtain such coverage may be prohibitively expensive. For example, following the terrorist attacks of September 11, 2001, aviation insurers significantly reduced the amount of insurance coverage available for claims resulting from acts of terrorism, war, dirty bombs, biohazardous materials, electromagnetic pulsing or similar events, and increased the premiums for such third-party war risk and terrorism liability insurance and coverage in general. Similarly, following the Russia-Ukraine conflict, aviation insurers have, in some cases, reduced the scope of insurance coverage provided by policies and increased insurance premiums. Accordingly, our or our lessees' insurance coverage could be insufficient to cover all claims that could be asserted against us arising from the operation of our aircraft. Inadequate insurance coverage or default by lessees in fulfilling their indemnification or insurance obligations will reduce the proceeds that would be received by us if we are sued and are required to make payments to claimants. Moreover, our lessees' insurance coverage is dependent on the financial condition of insurance companies, which might not be able to pay claims.

Our or our lessees' failure to adequately insure our aircraft, or our lessees' failure to fulfill their indemnity obligations to us, could reduce insurance proceeds otherwise payable to us in certain cases, and may result in increased costs and liabilities for our business.

***A lessee's failure to obtain required licenses, consents and approvals could negatively affect our ability to remarket, sell, or induct such aircraft into our fleet.***

Airlines are subject to extensive regulation in the jurisdictions in which they are registered and operate. As a result, we expect some of our leases will require licenses, consents or approvals, including consents from governmental or regulatory authorities for certain payments under our leases and for the import, export or deregistration of aircraft. Subsequent changes in applicable law or administrative practice may require additional licenses and consents or result in revocation of prior licenses and consents.

Furthermore, consents needed in connection with our repossession or sale of an aircraft may be withheld. Any of these events could negatively affect our ability to remarket, sell, or induct such aircraft into our fleet.

***Export restrictions and tariffs may impact where we can place and deliver our aircraft and negatively impact our earnings and cash flows.***

Existing export restrictions impact where we can place and deliver our aircraft. New export restrictions, including those implemented quickly or as a result of geopolitical events, may impact where we can place and deliver our aircraft or the ability of our lessees to operate our aircraft in certain jurisdictions, which may negatively impact our earnings and cash flows. For example, in early 2022, in connection with the ongoing conflict between Russia and Ukraine, the United States, European Union, United Kingdom and others imposed economic sanctions and export controls against certain industry sectors and parties in Russia. These sanctions include closures of airspace for aircraft operated by Russian airlines, bans on the leasing or sale of aircraft to Russian controlled entities, bans on the export and re-export of aircraft and aircraft components to Russian controlled entities or for use in Russia, and corresponding prohibitions on providing technical assistance, brokering services, insurance and reinsurance, as well as financing or financial assistance.

Tariffs can also impact our ability to place and deliver aircraft. Our leases are primarily structured as triple net leases, whereby the lessee is responsible for all operating costs. As a result, increased tariffs will result in a higher cost for imported aircraft that our lessees may not be willing to assume and which could adversely impact demand for aircraft, creating an oversupply of aircraft and potentially placing downward pressure on lease rates and aircraft market values.

For example, in October 2019, the Office of the U.S. Trade Representative announced a 10% tariff on new aircraft imported from Europe, including Airbus aircraft. In March 2020, the tariffs on aircraft were raised to 15%. In November 2020, the E.U. announced a 15% tariff on new aircraft imported into the E.U. from the U.S., including Boeing aircraft. In June 2021, the U.S. and the E.U. agreed to temporarily suspend all retaliatory tariffs related to new aircraft imports for five years.

We cannot predict what further actions may ultimately be taken with respect to export controls, tariffs or trade relations between the U.S. and other countries. Accordingly, it is difficult to predict exactly how, and to what extent, such actions may impact our business, or the business of our lessees or aircraft manufacturers. Any unfavorable government policies on international trade, such as export controls, capital controls or tariffs, may affect the demand for aircraft, increase the cost of aircraft components, delay production, or impact the competitive position of certain aircraft manufacturers. In turn, this may impact where we can place and deliver our aircraft, which may negatively impact our earnings and cash flows.

***Changes in fuel costs could negatively affect our lessees, and by extension, the demand for our aircraft, which may negatively impact our earnings and cash flows.***

Historically, fuel prices have fluctuated widely depending primarily on international market conditions, geopolitical and environmental events, and currency exchange rates. The cost of fuel represents a major expense that is not within the control of airlines, and significant increases in fuel costs or hedges that inaccurately assess the direction of fuel costs can adversely affect our and other airlines' operating results. Due to the competitive nature of the aviation industry, operators may be unable to pass on increases in fuel prices to their customers by increasing fares in a manner that fully offsets increased fuel costs. In addition, operators may not be able to manage this risk by appropriately hedging their exposure to fuel price fluctuations. Airlines that do hedge their fuel costs can also be adversely affected by swift movements in fuel prices if such airlines are required as a result to post cash collateral under hedge agreements. Therefore, if fuel prices materially increase or show significant volatility, our lessees are likely to incur higher costs or generate lower revenues, which may affect their ability to meet their obligations to us. A sustained period of lower fuel costs may also adversely affect regional economies that depend on oil revenue, including those in which certain of our lessees operate. Should changes in fuel costs negatively affect our lessees or demand for our aircraft, our earnings and cash flows may be negatively impacted.

***The appreciation of the U.S. dollar could negatively impact our lessees' ability to honor the terms of their leases, which are denominated in U.S. dollars, and may result in lost revenues and reduced net income.***

Lessees are exposed to currency risk due to the fact that they earn revenues in their local currencies while a significant portion of their liabilities and expenses are denominated in U.S. dollars, including their lease payments to us, as well as fuel, debt service, and other expenses. The ability of our lessees to make lease payments to us in U.S. dollars may be adversely impacted in the event of an appreciating U.S. dollar. This is particularly true for non-U.S. airlines whose operations are primarily domestic. Shifts in foreign exchange rates can be significant, are difficult to predict, and can occur quickly as evidenced by the significant appreciation of the U.S. dollar in 2022. Should our lessees be unable to honor the terms of their leases due to the appreciation of the U.S. dollar, we may experience lost revenues and reduced net income.

***Income and other taxes could negatively affect our business and operating results due to our multi-jurisdictional operations.***

We operate in multiple jurisdictions and may become subject to a wide range of income and other taxes. If we are unable to execute our business in jurisdictions with favorable tax treatment, our operations may be subject to significant income and other taxes. Moreover, as our aircraft are operated by our lessees in multiple jurisdictions, we may have nexus or taxable presence as a result of our aircraft landings in various jurisdictions. Such landings may result in us being subject to various taxes in such jurisdictions. Further, any changes in tax laws in any of the jurisdictions that subject us to income or other taxes, such as increases in tax rates or limitations on our ability to deduct certain expenses from taxable income, such as depreciation expense and interest expense, could materially affect our tax obligations and effective tax rate.

***ESG matters may impose additional costs and expose us to new risks.***

Public ESG and sustainability reporting is becoming more broadly expected by investors, shareholders, regulatory agencies and other third parties. Certain organizations that provide corporate governance and other corporate risk information to investors have developed, and others may in the future develop, scores and ratings to evaluate companies and investment funds based upon ESG or “sustainability” metrics. Many investment funds focus on positive ESG business practices and sustainability scores when making investments and may consider a company’s ESG or sustainability scores as a reputational or other factor in making an investment decision. In addition, investors, particularly institutional investors, use these scores to benchmark companies against their peers and if a company is perceived as lagging, these investors may engage with such company to improve ESG disclosure or performance and may also make voting decisions, or take other actions, to hold these companies and their boards of directors accountable. We may also face reputational damage in the event our corporate responsibility initiatives or objectives do not meet the standards set by our investors, shareholders, lawmakers, listing exchanges or other constituencies, or if we are unable to achieve an acceptable ESG or sustainability rating from third party rating services.

***Major bank failure or sustained financial market illiquidity, or illiquidity at our clearing, cash management and custodial financial institutions, could adversely affect our business, financial condition and results of operations.***

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. For example, on March 10, 2023, the California Department of Financial Protection and Innovation closed SVB and appointed FDIC receiver. Similarly, on March 12, 2023, Signature Bank and Silvergate Capital Corp. were each swept into receivership. Since that time, there have been reports of instability at other U.S. banks. Although the Federal Reserve Board, the Department of the Treasury and the FDIC have taken steps to ensure that depositors at SVB and Signature Bank can access all of their funds, including funds held in uninsured deposit accounts, and have taken additional steps to provide liquidity to other banks, there is no guarantee that, in the event of the closure of other banks or financial institutions in the future, depositors would be able to access uninsured funds or that they would be able to do so in a timely fashion and uncertainty and liquidity concerns in the broader financial services industry remain. The ultimate outcome of these events, and whether further regulatory actions will be taken, cannot be predicted.

We would face certain risks in the event of a sustained deterioration of financial market liquidity, as well as in the event of sustained deterioration in the liquidity, or failure, of our clearing, cash management and custodial financial institutions. In particular, in the event of a major bank or credit card failure, we could be unable to process credit card transactions. In such a case, or if financial liquidity deteriorates for other reasons, our ability to operate our business and our financial condition and results of operations could be significantly harmed.

**Risks Related to Our Indebtedness**

***The Credit Agreement contains, and any future indebtedness of ours could contain, restrictions that limit our flexibility.***

The Credit Agreement contains, and any future indebtedness of ours could contain covenants that impose significant operating and financial restrictions on us, such as restrictions on our and our subsidiaries’ ability to, among other things:

- incur additional debt, guarantee indebtedness, or issue certain preferred equity interests;
- pay dividends on or make distributions in respect of, or repurchase or redeem, our capital stock, or make other restricted payments;
- prepay, redeem, or repurchase certain debt;
- make loans or certain investments;
- sell certain assets;
- create liens on certain assets;
- consolidate, merge, sell, or otherwise dispose of all or substantially all of our assets;

- enter into certain transactions with our affiliates;
- alter the businesses we conduct;
- enter into agreements restricting our subsidiaries' ability to pay dividends; and
- designate our subsidiaries as unrestricted subsidiaries.

As a result of these covenants, we will be limited in the manner in which we conduct our business, and we may be unable to engage in favorable business activities or finance future operations or capital needs. These restrictive covenants may limit our ability to engage in activities that may be in our long-term best interest. The failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of a substantial amount of our indebtedness.

## **Risks Related to Ownership of Our Common Stock**

### ***Our stock price may fluctuate significantly.***

The market price of our common stock could vary significantly as a result of a number of factors, some of which are beyond our control.

The following factors could affect our stock price:

- our operating and financial performance and prospects;
- quarterly variations in the rate of growth (if any) of our financial or operational indicators, such as earnings per share, net income, revenues, Adjusted Net Income, Adjusted EBITDA and Adjusted CASM;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- strategic actions by our competitors;
- changes in operating performance and the stock market valuations of other companies;
- announcements related to litigation;
- our failure to meet revenue or earnings estimates made by research analysts or other investors;
- changes in revenue or earnings estimates, or changes in recommendations or withdrawal of research coverage, by equity research analysts;
- speculation in the press or investment community;
- sales of our common stock by us or our stockholders, or the perception that such sales may occur;
- changes in accounting principles, policies, guidance, interpretations, or standards;
- additions or departures of key management personnel;
- actions by our stockholders;
- general economic and market conditions;
- the rapid spread of a viral or bacterial infection, disease or similar public health threat and its effects;
- domestic and international economic, legal and regulatory factors unrelated to our performance;
- material weakness in our internal control over financial reporting; and
- the realization of any risks described under this "Risk Factors" section, or other risks that may materialize in the future.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common stock. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and harm our business, financial condition, and results of operations.

### ***Our certificate of incorporation and bylaws include provisions limiting ownership and voting by non-U.S. citizens.***

To comply with restrictions imposed by federal law on foreign ownership and control of U.S. airlines, our certificate of incorporation and bylaws restrict ownership and control of shares of our common stock by non-U.S. citizens. The restrictions imposed by federal law and DOT policy require that we be owned and controlled by U.S. citizens, that no more than 25% of our voting stock be owned or controlled, directly or indirectly, by persons or entities who are not U.S. citizens, as defined in 49 U.S.C. § 40102(a)(15), that no more than 49% of

our stock be owned or controlled, directly or indirectly, by persons or entities who are not U.S. citizens and are from countries that have entered into “open skies” air transport agreements with the United States, that our president and at least two-thirds of the members of our Board of Directors and other managing officers be U.S. citizens and that we be under the actual control of U.S. citizens. Our certificate of incorporation and bylaws provide that the failure of non-U.S. citizens to register their shares on a separate stock record, which we refer to as the “foreign stock record,” would result in a loss of their voting rights in the event and to the extent that the aggregate foreign ownership of the outstanding common stock exceeds the foreign ownership restrictions imposed by federal law. Our bylaws further provide that no shares of our common stock will be registered on the foreign stock record if the amount so registered would exceed the foreign ownership restrictions imposed by federal law. If it is determined that the amount registered in the foreign stock record exceeds the foreign ownership restrictions imposed by federal law, shares will be removed from the foreign stock record, resulting in the loss of voting rights, in reverse chronological order based on the date of registration therein, until the number of shares registered therein does not exceed the foreign ownership restrictions imposed by federal law.

The restrictions on ownership and control of shares of our common stock could adversely impact the price that investors might be willing to pay in the future for shares of our common stock.

***The Apollo Stockholder has significant influence over us, and Apollo’s interests may conflict with our interests and the interests of other stockholders.***

As of December 31, 2023, the Apollo Stockholder beneficially owned approximately 21% of the voting power of our outstanding common equity. Although the Apollo Stockholder beneficially owns less than 50% of our outstanding common equity, individuals affiliated with Apollo continue to have significant influence over the outcome of votes on all matters requiring approval by our stockholders, including the election of directors, changes to certain of our governing documents, entering into significant corporate transactions such as mergers, tender offers, and the sale of all or substantially all of our assets and issuance of additional debt or equity. The interests of Apollo and its affiliates, including the Apollo Funds and the Apollo Stockholder, could conflict with or differ from our interests or the interests of our other stockholders. For example, the concentration of ownership held by the Apollo Stockholder could delay, defer, or prevent a change in control of our company or impede a merger, takeover, or other business combination which may otherwise be favorable for us. Additionally, Apollo and its affiliates are in the business of making investments in companies and may, from time to time, acquire and hold interests in or provide advice to businesses that compete directly or indirectly with us, or are suppliers or customers of ours. Apollo and its affiliates may also pursue acquisition opportunities that may be complementary to our business, and as a result, those acquisition opportunities may not be available to us. Any such investment may increase the potential for the conflicts of interest discussed in this risk factor. So long as the Apollo Stockholder continues to directly or indirectly beneficially own a significant amount of our equity, even if such amount is less than 50%, the Apollo Stockholder will continue to be able to substantially influence or effectively control our ability to enter into corporate transactions. The Apollo Stockholder also has a right to nominate a number of directors comprising a percentage of our board of directors in accordance with Apollo and its affiliates’ beneficial ownership of the voting power of our outstanding common stock (rounded up to the nearest whole number).

***We are a holding company and rely on dividends, distributions, and other payments, advances, and transfers of funds from our subsidiary to meet our obligations.***

We are a holding company that does not conduct any business operations of our own. As a result, we are largely dependent upon cash dividends and distributions and other transfers, including for payments in respect of our indebtedness, from our subsidiary to meet our obligations. The agreements governing the indebtedness of our subsidiary, including the Credit Agreement, impose restrictions on our subsidiary’s ability to pay dividends or other distributions to us. Our subsidiary is a distinct legal entity, and under certain circumstances legal and contractual restrictions may limit our ability to obtain cash from them and we may be limited in our ability to cause any future joint ventures to distribute their earnings to us. The deterioration of the earnings from, or other available assets of, our subsidiary for any reason could also limit or impair their ability to pay dividends or other distributions to us.

***Our future earnings and earnings per share, as reported under GAAP, could be adversely impacted by the warrants granted to Amazon. If Amazon exercises its right to acquire shares of our common stock***

***pursuant to the 2019 Warrants, this will dilute the ownership interests of our then-existing stockholders and could adversely affect the market price of our common stock.***

The warrants granted to Amazon in 2019 increase the number of diluted shares reported, which has an effect on our diluted earnings per share to the extent the warrants actually vest. The warrants have an exercise price of approximately \$15.17 per share, approximately 34% of which had vested as of December 31, 2023. A portion of the 2019 Warrants will vest incrementally based on aggregate global payments by Amazon to the Company or its affiliates pursuant to the ATSA. In addition, vesting can occur immediately in certain circumstances, including upon a change of control (as defined in the 2019 Warrant) or certain transfers of 30% or more of the voting power in the Company to a new person or group, other than any equity offering by the Company or the Apollo Stockholder pursuant to an effective registration statement so long as no person or group, within the meaning of the Exchange Act, acquires more than 50% of the voting power of the Company in such offering). If additional 2019 Warrants vest and Amazon exercises its right to acquire shares of our common stock pursuant to the 2019 Warrants, it will dilute the ownership interests of our then-existing stockholders and reduce our earnings per share. In addition, to the extent the common stock issued upon exercise of the 2019 Warrants is transferred to non-U.S. citizens, it will further limit the amount of our common stock that may be owned or controlled by other non-U.S. citizens. Furthermore, any sales in the public market of any common stock issuable upon the exercise of the 2019 Warrants could adversely affect prevailing market prices of our common stock.

***Future sales of our common stock in the public market, or the perception in the public market that such sales may occur, could reduce our stock price.***

As of December 31, 2023, we had 53,291,001 shares of common stock outstanding, warrants to purchase 9,482,606 shares of common stock, options to purchase 4,061,252 shares of common stock and 434,744 shares of common stock that may be issued upon the vesting of outstanding restricted stock units. In addition, certain of our existing stockholders, including the Apollo Stockholder and Amazon, have certain rights to require us to register the sale of common stock held by them including in connection with underwritten offerings. Pursuant to these registration rights, we filed a "shelf" registration statement, under which the Apollo Stockholder and Amazon could offer and sell, from time-to-time, up to an aggregate of 34,352,603 shares of our common stock, including 9,482,606 shares of our common stock issuable upon exercise of outstanding warrants. Additionally, we filed a registration statement in respect of all shares of common stock that we may issue under the Omnibus Incentive Plan and the SCA Acquisition Equity Plan. After registration, these shares can be freely sold in the public market upon issuance. Sales of significant amounts of stock in the public market upon expiration of lock-up agreements, the perception that such sales may occur, or early release of any lock-up agreements, could adversely affect prevailing market prices of our common stock or make it more difficult to sell shares of common stock at a time and price that you deem appropriate.

***We do not anticipate paying dividends on our common stock in the foreseeable future.***

We do not anticipate paying any dividends in the foreseeable future on our common stock. We intend to retain all future earnings for the operation and expansion of our business, the repayment of outstanding debt, and for general corporate purposes. The Credit Agreement contains, and any future indebtedness likely will contain, restrictive covenants that impose significant operating and financial restrictions on us, including restrictions on our ability to pay dividends and make other restricted payments. As a result, capital appreciation, if any, of our common stock may be the only source of gain for the foreseeable future. While we may change this policy at some point in the future, we cannot assure you that we will make such a change.

***We are required to pay our pre-IPO stockholders for certain tax benefits, and the amounts of such payments could be material.***

We entered into an income tax receivable agreement with our pre-IPO stockholders that provides for the payment by us to our pre-IPO stockholders of 85% of the amount of cash savings, if any, in U.S. federal, foreign, state and local income tax that we and our subsidiaries actually realize for periods starting at least 12 months after the closing date of our initial public offering as a result of the utilization of tax attributes existing at the time of our initial public offering.

These tax attributes include net operating loss carryforwards, deductions, tax basis and certain other tax attributes, in each case that relate to periods (or portions thereof) ending on or prior to the closing date of our initial public offering.

We expect that the payments we make under the income tax receivable agreement could be material. Assuming no material changes in the relevant tax law, and that we and our subsidiaries earn sufficient income to realize the full tax benefits subject to the income tax receivable agreement, we expect that future payments under the income tax receivable agreement will aggregate to be approximately \$101,044 as of December 31, 2023. Payments in accordance with the terms of the income tax receivable agreement could have an adverse effect on our liquidity and financial condition.

In addition, under some circumstances, including certain mergers, asset sales and other transactions constituting a “change of control” under the income tax receivable agreement or if we breach our obligations thereunder, the income tax receivable agreement will terminate and we will be required to make a payment equal to the present value of future payments under the income tax receivable agreement, which payment will be calculated based on certain assumptions, including those relating to our and our subsidiaries’ future taxable income. In these situations, our obligations under the income tax receivable agreement could have a material and adverse impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales or other “change of control” transactions.

To the extent that we are unable to make payments under the income tax receivable agreement for any reason, such payments will be deferred and will accrue interest until paid, which could adversely affect our results of operations and could also affect our liquidity in periods in which such payments are made.

For more information on the income tax receivable agreement, see [Note 14](#) of the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

***We have previously identified material weaknesses in our internal control over financial reporting, which have been remediated. If other control deficiencies are identified in the future, we may not be able to accurately or timely report our financial condition or results of operations, which may adversely affect investor confidence in us and, as a result, the value of our common stock.***

As disclosed in Part II, Item 9A, “Controls and Procedures,” we have previously identified material weaknesses in our internal control over financial reporting, which have been fully remediated in the quarter ended December 31, 2023. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company’s annual or interim financial statements will not be prevented or detected on a timely basis. The first previously disclosed material weakness identified in the prior year related to management’s controls over the accounting for complex, non-routine transactions that were not designed or implemented to operate with a sufficient level of precision. This included controls addressing the application of ASC Topic 842, Leases, to the purchase of aircraft subject to an existing operating lease. The additional previously disclosed material weakness identified in the quarter ended June 30, 2023, related to an ineffective risk assessment and lack of effective controls over the procurement process activities outsourced to a third-party service organization, including the ITGCs over the automation of processing of vendor invoices (i.e., scanning, routing, approving, and preparing the recording of invoices) and hosting of related information.

During 2023, our management completed a series of actions and measures that effectively remediated these previously disclosed material weaknesses and concluded that as of December 31, 2023 our internal control over financial reporting was effective, as described in Part II, Item 9A. We cannot assure you that additional material weaknesses will not arise in the future or that management has identified all material weaknesses. If we identify any new material weaknesses in the future, any such newly identified material weakness could limit our ability to prevent or detect a misstatement of our accounts or disclosures that could result in a material misstatement of our annual or interim financial statements. Any such future deficiencies identified may not be material weaknesses that would be required to be reported in future periods. In addition, we cannot assure you that our independent registered public accounting firm will be able to attest that such internal controls are effective when they are required to do so.

Failure to have effective internal control over financial reporting and disclosure controls and procedures could impair our ability to produce accurate financial statements on a timely basis and could lead to a restatement of

our financial statements. If, as a result of the ineffectiveness of our internal control over financial reporting and disclosure controls and procedures, we cannot provide reliable financial statements, our business decision processes may be adversely affected, our business and results of operations could be harmed, and investors could lose confidence in our reported financial information. In addition, in some circumstances, failure to maintain effective internal control over financial reporting could result in investigations or sanctions by regulatory authorities.

If we fail to maintain effective internal control over financial reporting or disclosure controls and procedures, we may not be able to rely on the integrity of our financial results, which could result in inaccurate or late reporting of our financial results, as well as delays or the inability to meet our reporting obligations or to comply with SEC rules and regulations. Any of these could result in delisting actions by the Nasdaq Stock Market, investigation and sanctions by regulatory authorities, stockholder investigations and lawsuits, and could adversely affect our business and the trading price of our common stock. The potential consequences of any material weakness could have a material adverse effect on our business, results of operations and financial condition.

#### **ITEM 1B: UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 1C: CYBERSECURITY**

As a regular part of our ordinary business operations, we collect and store sensitive data, including information necessary for our operations, information from our passengers, customers (including the DoD), employees and our business partners. The secure operation of our networks and systems, and those of our business partners and third-party service providers, on which this type of information is collected, processed, maintained and stored is critical to our business operations and strategy. We recognize these networks and systems may be subject to increasing and continually evolving cybersecurity risks.

##### **Risk Management and Strategy**

A significant cybersecurity incident to us or one of our third-party partners could result in a range of potentially material negative consequences for us, which could include lost revenue; unauthorized access to, disclosure, modification, misuse, loss or destruction of Company systems or data; theft of sensitive, regulated or confidential data, such as personal identifying information or our intellectual property; the loss of functionality of critical systems through ransomware, denial of service or other attacks; and business delays, service or system disruptions, damage to equipment and injury to persons or property. The costs and operational consequences of defending against, preparing for, responding to and remediating an incident may be substantial. Further, we could be exposed to litigation, regulatory enforcement or other legal action as a result of an incident, carrying the potential for damages, fees, fines, sanctions or other penalties, as well as injunctive relief requiring costly compliance measures. Due to the significant competition within the airline industry, a cybersecurity incident could also impact our brand, harm our reputation and adversely impact our relationship with our customers, employees and stockholders.

For the reasons mentioned above, the secure operation of our networks and systems, and those of our business partners and third-party service providers, on which this type of information is collected, processed, maintained and stored is critical to our business operations and strategy. Cybersecurity risk is a focus of our control environment and included within our entity-level controls, process level controls, and general information technology controls. We regularly review and update our procedures, processes and technologies to prevent and protect against unauthorized access to, and to ensure the confidentiality, integrity, and availability of, our networks and systems. We have programs in place to identify and protect against cybersecurity weaknesses in our networks and systems, detect, contain, evaluate and respond to data security incidents and provide employee awareness training regarding phishing, malware and other cybersecurity risks.

Many of our policies align with the National Institute of Standards and Technology Cybersecurity Framework and we continually evaluate and enhance our cybersecurity procedures. Activities include mandatory online training for all employees, technical security controls, enhanced data protection, the maintenance of backup and protective systems, policy review and implementation, the evaluation and retention of cybersecurity insurance, periodic assessments of third-party service providers to assess cyber preparedness of key vendors, and running simulated cybersecurity drills, including vulnerability scanning, penetration testing and disaster recovery



exercises, throughout the organization. These cybersecurity drills are performed both in-house and by third-party service providers. We use automated tools that monitor, detect, and prevent cybersecurity risks and have a third-party security operations center to alert us to any potential cybersecurity threats. We have effected comprehensive incident response plans that outline the appropriate communication flow and response for certain categories of potential cybersecurity incidents.

We rely on third-party vendors to provide software solutions that are critical to our operations. We assess cybersecurity risk during onboarding for material vendors that receive sensitive information or provide services that are critical to our business, and regularly audit these providers after onboarding. We review vendors that are material to our ordinary business operations on an annual basis and monitor these vendors for compliance with cybersecurity best practices.

To assist in the review of our cybersecurity risks, as well as the risks associated with our material vendors, we engage third-party cybersecurity professionals. For example, we engage vendors to assist in vetting the cybersecurity of our material vendors and to facilitate incident response tabletop exercises.

## **Governance**

### *Role of the Board of Directors*

It is the duty of the Board of Directors to serve as a prudent fiduciary for shareholders and to oversee the management of our business. Our Board of Directors is responsible for establishing accountability for our executive officers and ensuring reasonable internal controls are in place, including processes and procedures for detecting, containing, evaluating and responding to cybersecurity incidents. The Board of Directors is informed of the cybersecurity threats potentially facing the Company and the Company's prevention activities on a quarterly basis, or more frequently if needed, through discussions and presentations with our management and individuals directly responsible for our cybersecurity. These presentations include, as applicable, reports on the overall status of the Company's cybersecurity program, discussion of material cybersecurity matters, including the results of penetration or other security testing, security incidents, and violations of the Company's security policy, and recommended changes to the Company's cybersecurity program. The Board of Directors is actively engaged in the Company's ongoing efforts to increase incident response preparedness.

### *Role of Management*

Our management is responsible for establishing and maintaining adequate cybersecurity over the secure operation of our networks and systems, and for evaluating and monitoring our cybersecurity risks associated with our business partners and third-party service providers. The Company's CIO and CISO are responsible for managing these risks. These individuals have extensive experience in technology and information security within the airline industry.

The CIO and CISO are responsible for assessing the Company's cybersecurity risks and, in conjunction with Legal where appropriate, establishing and maintaining a cybersecurity program to manage such risks. For example, the CIO and CISO oversee cybersecurity training for our employees and establish standards used to evaluate and monitor the process and control requirements we expect of our third-party partners as part of the Company's overall cybersecurity program. The CIO and CISO lead a team that includes third-party cybersecurity professionals to administer the Company's cybersecurity program. The CIO and CISO are responsible for the reporting of cybersecurity matters to the Board of Directors.

## **ITEM 2. PROPERTIES**

### **Aircraft Fleet**

We fly Boeing 737-NG aircraft, which we believe provides us significant operational and cost advantages compared to airlines that operate multiple fleet types. Flight crews are interchangeable across all of our aircraft, and maintenance, spare parts inventories and other operational support are highly simplified relative to more complex fleets. As of December 31, 2023, Sun Country's fleet consisted of 60 Boeing 737-NG aircraft, comprised of 55 Boeing 737-800s and five Boeing 737-900ERs. This includes 42 aircraft in the passenger fleet, 12 cargo operated aircraft through the ATSA with Amazon, and six aircraft that are currently on lease to

unaffiliated airlines. We do not have an aircraft order book because we only purchase mid-life aircraft. As a result, unlike many other airlines, we are not locked into large future capital expenditures. Rather, we opportunistically take advantage of aircraft prices with purchases at the time of our choosing.

As of December 31, 2023, we operated 42 aircraft in our passenger fleet. Of these passenger aircraft, 13 were financed under finance leases, 26 of the owned aircraft were financed and three aircraft were unencumbered. The average age of the passenger aircraft in our fleet was approximately 15 years as of December 31, 2023.

During the year ended December 31, 2023, the Company acquired five 737-900ERs that are currently on lease to an unaffiliated airline. The Company obtained outright ownership of the Owned Aircraft Held for Operating Lease upon purchase and assumed the position of lessor until the end of the lease terms. The Company is entitled to fixed payments over the remaining lease term for each aircraft, which expire at various dates between the fourth quarter of 2024 and the fourth quarter of 2025. On each lease expiry date, the Owned Aircraft Held for Operating Lease will be redelivered to Sun Country and are expected to be inducted into the Company's fleet. The average age of the Owned Aircraft Held for Operating lease in our fleet was approximately 9 years as of December 31, 2023.

As of December 31, 2023, the Company had a commitment to purchase an aircraft with an expected delivery in the first quarter of 2024. The purchase agreement calls for a base price of \$27,500 that is subject to adjustment based on the aircraft's maintenance condition on the date of delivery.

The Company had a commitment to lease three aircraft with deliveries spanning the fourth quarter of 2023 and the first quarter of 2024. The leases have annual lease payments of approximately \$2,000 for six years. As of December 31, 2023, the Company had taken control of one of the three aircraft, which was subsequently subleased. The sublease expires in the fourth quarter of 2024. The aircraft will be delivered to Sun Country on the sublease expiry date and the aircraft will continue to be leased by the Company. The aircraft is expected to be inducted into the Company's fleet upon redelivery. The age of the subleased aircraft was approximately 11 years as of December 31, 2023.

We also operate 12 aircraft dedicated to our Cargo business. These freighters had an average age of 21 years as of December 31, 2023. This fleet of freighters is subleased directly from Amazon and we operate them pursuant to the ATSA. Based upon review of the ATSA, the sublease arrangement does not qualify as a lease under ASC 842, *Leases*, because we do not control the use of the aircraft. As such, no right-of-use asset and lease liability is recognized in our financial statements for the Amazon arrangement. We may expand our freighter fleet in order to serve additional cargo customers or provide additional service to Amazon.

## **Facilities**

In most of the airports we serve, we do not directly lease facilities, but rather operate under flexible common use agreements. This facilitates our strategy of entering and exiting markets to service periods of peak demand. Our terminal passenger service facilities, which include ticket counters, gate space, operational support space and baggage service offices, generally have month-to-month terms or are used on a per use basis. For any leased space we are typically responsible for maintenance, insurance and other facility-related expenses and services under these agreements. We also have entered into use agreements at many of the airports we serve that provide for the non-exclusive use of runways, taxiways and other facilities. Landing fees under these agreements are based on the number of landings and weight of the aircraft.

We primarily operate out of eight of the 14 gates at Terminal 2 at MSP, which we have access to on an "Enhanced Priority" basis through 2028, with common use access to the remaining gates. All other leases for our terminal passenger service facilities, which include operational support space and baggage service offices, are leased on a month-to-month basis.

Gate space and ticket counter space is used and billed on a per operation (each arrival and departure) basis until an annual operating cap is met. Our leases also include two hangars:

- 108,000 square foot maintenance hangar, which includes office space and is where we provide certain maintenance on our aircraft; and

- 90,000 square foot office and hangar facility which has been converted into our corporate headquarters.

For Charter Service with an origin or destination where we do not have ground handling capabilities, we arrange with airports, fixed base operators or military bases to provide ground services on an as needed basis.

Our principal executive offices and headquarters are presently located on MSP property at 2005 Cargo Road, Minneapolis, Minnesota 55450, consisting of approximately 90,000 square feet, under a lease which expires in February 2029.

### **ITEM 3: LEGAL PROCEEDINGS**

We are subject to commercial litigation claims and to administrative and regulatory proceedings and reviews that may be asserted or maintained from time to time. We currently believe that the ultimate outcome of such lawsuits, proceedings and reviews will not, individually or in the aggregate, have a material adverse effect on our financial position, liquidity or results of operations.

### **ITEM 4: MINE SAFETY DISCLOSURES**

Not applicable.

## **PART II**

### **ITEM 5: MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES AND EQUITY SECURITIES**

#### **Market Information**

On March 17, 2021, our common stock began trading on the Nasdaq under the symbol "SNCY". Prior to that date, there was no public market for our common stock. As of December 31, 2023, there were 53,291,001 shares of common stock outstanding and held of record by approximately 3 stockholders and no shares of preferred stock were outstanding. The number of record holders of our common stock does not include DTC participants or beneficial owners holding shares through nominee names. We are unable to estimate the total number of stockholders represented by the holders. For this reason, the actual number of stockholders is greater than this number of record holders.

#### **Dividend Policy**

We have not to date paid any cash dividends on our common stock and we currently do not intend to pay cash dividends on our common stock in the foreseeable future. However, we may, in the future, decide to pay dividends on our common stock. Any declaration and payment of cash dividends in the future, if any, will be at the discretion of our board of directors and will depend upon such factors as earnings levels, cash flows, capital requirements, levels of indebtedness, restrictions imposed by applicable law, our overall financial condition, restrictions in our debt agreements, and any other factors deemed relevant by our board of directors.

As a holding company, our ability to pay dividends also depends on our receipt of cash dividends from our operating subsidiaries. Our ability to pay dividends is restricted as a result of the Credit Agreement and may be restricted under future indebtedness that we or our subsidiaries may incur. For more information on the Company's Credit Agreement, see [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements" of this Annual Report.

#### **Securities Authorized for Issuance under Equity Compensation Plans**

The Company has 3,600,000 shares authorized under the Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan, of which 2,881,120 remains available as of December 31, 2023. For more information on the

Company's compensation plans, see [Note 10](#) to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements" of this Annual Report.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan	68,540	\$ 33.03	2,881,120
Sun Country Airlines 2018 Equity Incentive Plan	3,992,712	\$ 6.11	—
<b>Total</b>	<b>4,061,252</b>	<b>\$ 6.56</b>	<b>2,881,120</b>

### Purchases of Equity Security by the Issuer and Affiliated Purchasers

On October 31, 2022, the Company's Board of Directors authorized a \$50,000 stock repurchase program of its Common Stock. On August 1, 2023 and November 6, 2023, the Company's Board of Directors authorized the addition of \$30,000 and \$25,000, respectively to the Company's existing stock repurchase program. The Company may purchase shares of its Common Stock on a discretionary basis from time-to-time through open market repurchases, privately negotiated transactions, accelerated share repurchase, or other means, including through Rule 10b5-1 trading plans.

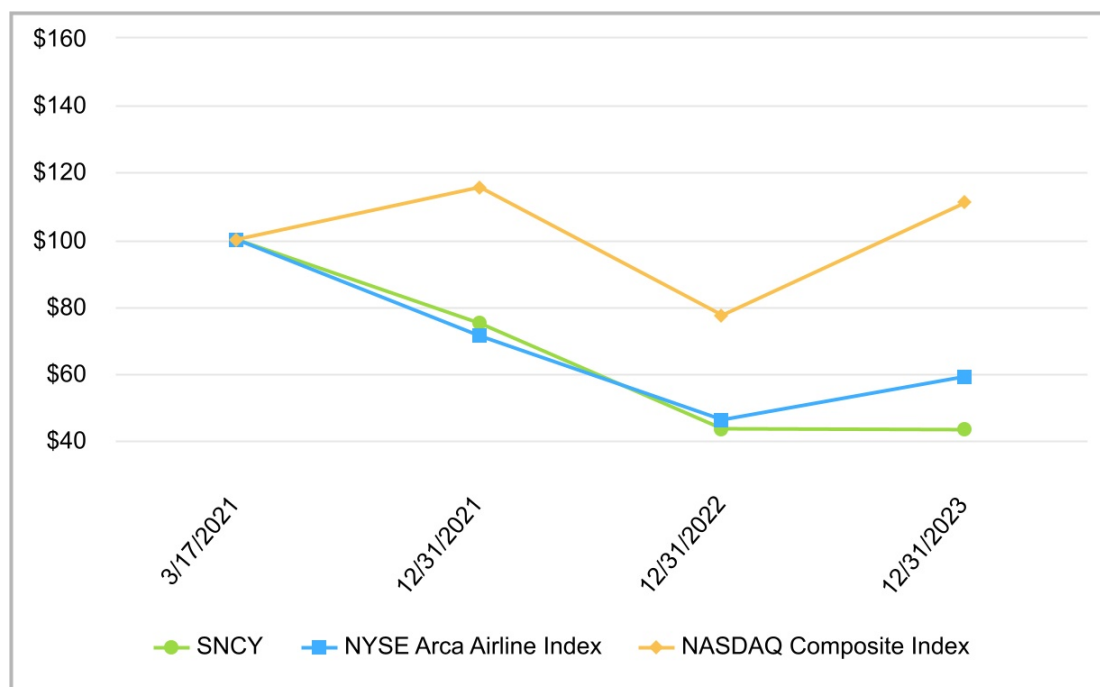
The stock repurchase program has no expiration date and may be modified, suspended, or terminated at any time. Any repurchases made under this program will be funded from the Company's existing cash flows, or future cash flows.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans	Approximate Dollar Value (\$ in thousands) of Shares that May Yet be Purchased Under Plan
October 1-31, 2023	—	\$ —	—	\$ —
November 1-30, 2023 <sup>(1)</sup>	446,948	13.97	446,948	18,757
December 1-31, 2023	459,486	15.84	459,486	11,478
<b>Total</b>	<b>906,434</b>	<b>\$ 14.92</b>	<b>906,434</b>	<b>\$ 11,478</b>

(1) On November 6, 2023, the Company's Board of Directors authorized an additional \$25,000 to the Company's existing stock repurchase program.

### Stock Performance Graph

The following graph compares the cumulative total return from March 17, 2021 through December 31, 2023 on our common stock with the cumulative total return on the NASDAQ Composite Index and the NYSE ARCA Airline Index. The graph assumes that the value of the investment on our common stock and each of the Indexes was \$100 on March 17, 2021, and further assumes that all dividends are reinvested.



	3/17/2021	12/31/2021	12/31/2022	12/31/2023
SNCY	\$ 100.00	\$ 74.90	\$ 43.60	\$ 43.24
NYSE Arca Airline Index	100.00	71.28	46.12	59.15
NASDAQ Composite Index	100.00	115.67	77.39	110.99

The stock performance depicted in the graph above represents historical performance and is not to be relied upon as indicative of future performance.

### ITEM 6: [RESERVED]

### ITEM 7: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless otherwise indicated, the terms "Sun Country," "we," "us" and "our" refer to Sun Country Airlines Holdings, Inc., and its subsidiaries.

*The following discussion and analysis presents factors that had a material effect on our results of operations during the years ended December 31, 2023 and 2022. Also discussed is our financial position as of December 31, 2023 and 2022. Unless expressly stated otherwise, for discussion and analysis of fiscal year 2021 items and fiscal year 2022 compared to fiscal year 2021, please refer to Item 7 of Part II, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K, for the fiscal year ended December 31, 2022, which was filed with the SEC and is incorporated herein by reference. This section should be read in conjunction with our Consolidated Financial Statements and related*

*notes appearing elsewhere in this Annual Report. This discussion contains forward-looking statements that involve risks, assumptions and uncertainties, such as statements of our plans, objectives, expectations, intentions and forecasts. Our actual results and the timing of selected events could differ materially from those discussed in these forward-looking statements as a result of several factors, including those set forth under the section of this Annual Report titled "Risk Factors" "Cautionary Note Regarding Forward-Looking Statements" and elsewhere in this Annual Report. The "Risk Factors" and the "Cautionary Note Regarding Forward-Looking Statements" should be read carefully to gain an understanding of the important factors that could cause actual results to differ materially from our forward-looking statements.*

## **Business Overview**

Sun Country is a new breed of hybrid low-cost air carrier that dynamically deploys shared resources across our synergistic Scheduled Service, Charter, and Cargo businesses. By doing so, we believe we are able to generate high growth, high margins and strong cash flows with greater resilience than other passenger airlines. Based in Minnesota, we focus on serving leisure and VFR passengers, Charter customers and providing CMI service to Amazon, with flights throughout the U.S. and to destinations in Canada, Mexico, Central America and the Caribbean. We share resources, such as flight crews, across our Scheduled Service, Charter and Cargo business lines with the objective of generating high returns and margins and mitigating the seasonality of our route network. We optimize capacity using an agile peak demand scheduling strategy which aims to shift flying to markets during periods of peak demand and away from markets during periods of low demand. This allows us to produce higher unit revenue with a competitive low-cost structure, in line with other ULCCs resulting in best-in-class unit profitability, while also providing greater resiliency to economic or industry downturns. This strategy has been implemented and executed by an experienced management team with deep knowledge of the industry.

Our Scheduled Service business combines low costs with a high-quality product to generate higher TRASM than ULCCs while maintaining lower Adjusted CASM than LCCs, resulting in best-in-class unit profitability. Our business includes many cost characteristics of ULCCs, such as an unbundled product (which means we offer a base fare and allow customers to purchase ancillary products and services for an additional fee), point-to-point service and a single-family fleet of Boeing 737-NG aircraft, which allow us to maintain a cost base comparable to ULCCs. However, we offer a high-quality product that we believe is superior to ULCCs and consistent with that of LCCs. For example, our product includes more average legroom than ULCCs, complimentary soft drinks and juices, complimentary in-flight entertainment, and in-seat power, none of which are offered by other ULCCs.

Our Charter business, which is one of the largest narrow body Charter operations in the United States, is a key component of our strategy because it provides both inherent diversification and downside protection as well as because it is synergistic with our other businesses. Our Charter business has several favorable characteristics, including: large repeat customers, more stable demand than Scheduled Service flying, and the ability to pass through certain costs, including fuel. Our diverse Charter customer base includes casino operators, the DoD, and collegiate and professional sports teams. Our Charter business includes ad hoc, repeat, short-term and long-term service contracts with pass through fuel arrangements and annual rate escalations. Most of our business is non-cyclical because the DoD and sports teams still fly during normal economic downturns and our casino contracts are long-term in nature.

On December 13, 2019, we signed the ATSA with Amazon to provide air cargo services. Flying under the ATSA began in May 2020 and we are currently flying 12 Boeing 737-800 cargo aircraft for Amazon. Our CMI service is asset-light from a Sun Country perspective as Amazon supplies the aircraft and covers many of the operating expenses, including fuel, and provides all cargo loading and unloading services. We are responsible for flying the aircraft under our air carrier certificate, crew, aircraft line maintenance and insurance, all of which allow us to leverage our existing operational expertise from our Scheduled Service and Charter businesses. Our Cargo business also enables us to leverage certain assets, capabilities, and fixed costs to enhance profitability and promote growth across our Company.

## **Operations in Review**

We believe a key component of our success is establishing Sun Country as a high growth, low-cost carrier in the United States by attracting customers with low fares and garnering repeat business by delivering a high-quality passenger experience, offering state-of-the-art interiors, complimentary streaming of in-flight entertainment to passenger devices, seat reclining and seat-back power in all of our aircraft.

Pilot training throughput issues, fuel price volatility due to market conditions and geopolitical events, and the impact of macroeconomic conditions, including inflationary pressures, continue to impact the Company, as well as the industry. In the current demand environment, we have been able to maintain strong performance by relying on its core competency of optimizing capacity allocation by market, time of year, day of week and line of business by appropriately allocating capacity to best meet demand. Further, our diversified business model, which includes a focus on leisure and VFR passengers, Charter and e-commerce related Cargo service, is unique in the airline sector and mitigates the impact of economic and industry downturns on our business when compared with other large U.S. passenger airlines. This strategy has allowed us to offset a majority of these additional costs. Additionally, our Charter and Cargo businesses have the ability to pass on certain costs, including fuel. Our flexible business model gives us the ability to adjust our services in response to market conditions, which is targeted at producing the highest possible returns for Sun Country.

For more information on our business and strategic advantages, see the "Business" section within Part I, [Item 1](#) of this Annual Report.

### **Operating Revenues**

*Scheduled Service.* Scheduled Service revenue mainly consists of base fares and expired passenger travel credits.

*Charter Service.* Charter service revenue consists of revenue earned from our Charter business, primarily generated through our service to the DoD, collegiate and professional sports teams, and casinos.

*Ancillary.* Ancillary revenue consists primarily of revenue generated from air travel-related services, such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales.

*Cargo.* Cargo revenue consists of air cargo transportation services under the ATSA with Amazon, primarily related to e-commerce delivery services.

*Other.* Other revenue consists primarily of revenue from services in connection with our SCV products, including organizing ground services, such as hotel, car and transfers, as well as the rental revenue related to certain transactions where we act as an aircraft lessor. Other revenue also includes services not directly related to providing passenger services such as the advertising, marketing and brand elements resulting from our co-branded credit card program.

### **Operating Expenses**

*Aircraft Fuel.* Aircraft fuel expense includes jet fuel, federal and state taxes, and other fees. Aircraft fuel expense can be volatile, even between quarters, due to global economic and geopolitical factors as well as domestic and local supply factors that impact the price of crude oil.

*Salaries, Wages, and Benefits.* Salaries, wages, and benefits expense includes salaries, hourly wages, bonuses, equity-based compensation, and profit sharing paid to employees for their services, as well as related expenses associated with medical benefits, employee benefit plans, employer payroll taxes and other employee related costs.

*Aircraft Rent.* Aircraft rent expense consists of monthly lease charges for aircraft and spare engines under the terms of the related operating leases and is recognized on a straight-line basis. Aircraft rent expense also includes supplemental rent, which consists of maintenance reserves paid to aircraft lessors in advance of the performance of significant maintenance activities that are not probable of being reimbursed to us by the lessor during the lease term, as well as lease return costs, which consist of all costs that would be incurred at the return of the aircraft, including costs incurred to return the airframe and engines to the condition required by the lease. As of December 31, 2023, we operated no aircraft under operating leases. The acquisition of future aircraft through operating leases is at the discretion of management. Aircraft rent expense was partially offset by the amortization of over-market liabilities related to unfavorable terms of our operating leases and maintenance reserves which existed as of the date of our acquisition by the Apollo Funds in 2018. As of December 31, 2023, we did not have any remaining over-market liabilities related to aircraft under operating leases which existed as

of the date of our acquisition by the Apollo Funds in 2018, due to transactions which resulted in either acquiring these aircraft or executing amendments that modified the classification to a finance lease.

**Maintenance.** Maintenance expense includes the cost of all parts, materials and fees for repairs performed by us and our third-party vendors to maintain our fleet. It excludes direct labor costs related to our own mechanics, which are included in salaries, wages, and benefits expense. It also excludes maintenance expenses, which are deferred based on the built-in overhaul method for owned and finance leased aircraft, which is subsequently amortized as a component of depreciation and amortization expense. Certain maintenance expenses are reduced by the amortization of a liability (or contra-asset) established at the time of our acquisition by the Apollo Funds in 2018 related to maintenance events incurred by the new owners of Sun Country, but paid for by the previous owners. As of December 31, 2023, the contra-asset will be recognized as maintenance events occur or as the balance is applied towards the purchase price of aircraft that were reclassified to finance leases. For more information on these maintenance expense credits, see [Note 2](#) of the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

**Sales and Marketing.** Sales and marketing expense includes credit card processing fees, travel agent commissions and related GDS fees, advertising, sponsorship and distribution costs, such as the costs of our call centers, and costs associated with our loyalty program. It excludes related salary and wages of personnel, which are included in salaries, wages, and benefits expense.

**Depreciation and Amortization.** Depreciation and amortization expense includes depreciation of fixed assets we own, amortization of leasehold improvements, amortization of finance leased assets, as well as the amortization of certain finite-lived intangible assets. It also includes the depreciation of significant maintenance expenses deferred under the built-in overhaul method for owned and certain finance leased aircraft.

**Ground Handling.** Ground handling includes ground services at airports, including baggage handling, ticket counter and other ground services.

**Landing Fees and Airport Rent.** Landing fees and airport rent includes aircraft landing fees and charges for the use of airport facilities.

**Other Operating.** Other operating expenses include crew and other employee travel, interrupted trip expenses, information technology, property taxes and insurance, including hull-liability insurance, supplies, legal and other professional fees, facilities and all other administrative and operational overhead expenses.

#### **Non-operating Income (Expense)**

**Interest Income.** Interest income includes interest on our cash, cash equivalents and investment balances.

**Interest Expense.** Interest expense includes interest and fees related to our outstanding debt and our finance leases, as well as the amortization of debt financing costs.

**Other, net.** Other expenses include activities not classified in any other area of the Consolidated Statements of Operations, such as changes in the TRA Liability.

#### **Income Taxes**

Income taxes are accounted for using the asset and liability method. Deferred taxes are recorded based on differences between the financial statement basis and tax basis of assets and liabilities and available tax loss and credit carryforwards.



## Operating Statistics

### Key Operating Statistics and Metrics

	Year Ended December 31, 2023 <sup>(1)</sup>				Year Ended December 31, 2022 <sup>(1)</sup>			
	Scheduled Service	Charter	Cargo	Total	Scheduled Service	Charter	Cargo	Total
Departures <sup>(2)</sup>	26,144	10,387	13,009	50,040	23,166	8,616	11,619	43,686
Block hours <sup>(2)</sup>	82,618	21,154	34,592	139,841	76,081	17,788	32,691	127,361
Aircraft miles <sup>(2)</sup>	32,494,683	7,331,362	13,145,001	53,450,328	30,413,446	6,295,154	12,502,451	49,438,373
ASMs (thousands) <sup>(2)</sup>	6,044,011	1,286,175		7,416,189	5,637,233	1,093,530		6,771,340
TRASM (cents) <sup>(3)</sup>	12.27	14.78		12.56	11.40	14.78		11.87
Average passenger aircraft during the period <sup>(4)</sup>				41.8				35.9
Passenger aircraft at end of period <sup>(4)</sup>				42				42
Leased aircraft <sup>(5)</sup>				6				—
Cargo aircraft at end of period				12				12
Average daily aircraft utilization (hours) <sup>(4)</sup>				6.9				7.2
Average stage length (miles)				1,090				1,155
Revenue passengers carried <sup>(6)</sup>	4,140,663				3,598,584			
Revenue passenger miles (RPMs) (thousands) <sup>(6)</sup>	5,217,852				4,706,996			
Load factor <sup>(6)</sup>	86.3%				83.5%			
Average base fare per passenger <sup>(6)</sup>	\$ 109.61				\$ 121.80			
Ancillary revenue per passenger <sup>(6)</sup>	\$ 66.69				\$ 53.49			
Total fare per passenger <sup>(6)</sup>	\$ 176.30				\$ 175.29			
Charter revenue per block hour <sup>(6)</sup>		\$ 8,988				\$ 9,086		
Fuel gallons consumed (thousands) <sup>(2)</sup>	64,450	14,299		79,574	59,222	12,055		71,690
Fuel cost per gallon, excluding indirect fuel credits				\$ 3.11				\$ 3.75
Employees at end of period				2,783				2,510
CASM (cents) <sup>(7)</sup>				12.43				12.39
Adjusted CASM (cents) <sup>(8)</sup>				7.49				7.04

- (1) Certain operating statistics and metrics are not presented as they are not calculable or are not utilized by management.
- (2) Total System operating statistics for Departures, Block hours, Aircraft miles, ASMs and Fuel gallons consumed include amounts related to flights operated for maintenance; therefore, the Total System amounts are higher than the sum of Scheduled Service, Charter Service and Cargo amounts.
- (3) Scheduled Service TRASM includes Schedule Service revenue, Ancillary revenue, and ASM generating revenue classified within Other Revenue on the Consolidated Statements of Operations.
- (4) Scheduled Service and Charter Service utilize the same fleet of aircraft. Aircraft counts and utilization metrics are shown on a system basis only.
- (5) Includes both the Company's Owned Aircraft Held for Operating Lease as well as subleased aircraft.
- (6) Passenger-related statistics and metrics are shown only for Scheduled Service. Charter Service revenue is driven by flight statistics.
- (7) CASM is a key airline cost metric. CASM is defined as operating expenses divided by total available seat miles.
- (8) Adjusted CASM is a non-GAAP measure derived from CASM by excluding fuel costs, costs related to our Cargo operations, and certain other costs that are unrelated to our airline operations.

**Results of Operations**  
**For the Years Ended December 31, 2023 and 2022**

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
<b>Operating Revenues:</b>				
Scheduled Service	\$ 453,862	\$ 438,308	\$ 15,554	4 %
Charter	190,128	161,619	28,509	18 %
Ancillary	276,133	192,506	83,627	43 %
Passenger	920,123	792,433	127,690	16 %
Cargo	99,735	90,350	9,385	10 %
Other	29,762	11,661	18,101	155 %
Total Operating Revenues	1,049,620	894,444	155,176	17 %
<b>Operating Expenses:</b>				
Aircraft Fuel	246,669	268,363	(21,694)	(8)%
Salaries, Wages, and Benefits	295,640	245,855	49,785	20 %
Aircraft Rent	2,281	8,768	(6,487)	(74)%
Maintenance	60,588	46,604	13,984	30 %
Sales and Marketing	34,105	31,053	3,052	10 %
Depreciation and Amortization	88,151	67,641	20,510	30 %
Ground Handling	37,506	33,816	3,690	11 %
Landing Fees and Airport Rent	49,615	45,658	3,957	9 %
Other Operating, net	107,565	90,978	16,587	18 %
Total Operating Expenses	922,120	838,736	83,384	10 %
Operating Income	127,500	55,708	71,792	129 %
<b>Non-operating Income (Expense), net:</b>				
Interest Income	10,180	4,527	5,653	125 %
Interest Expense	(42,634)	(31,018)	(11,616)	37 %
Other, net	(887)	(5,235)	4,348	(83)%
Total Non-operating Income (Expense), net	(33,341)	(31,726)	(1,615)	5 %
Income before Income Tax	94,159	23,982	70,177	293 %
Income Tax Expense	21,978	6,306	15,672	249 %
Net Income	\$ 72,181	\$ 17,676	\$ 54,505	308 %

Total Operating Revenues increased \$155,176, or 17%, to \$1,049,620 for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The revenue increase was largely driven by an increase in demand for our passenger service offerings during the year ended December 31, 2023, as compared to the year ended December 31, 2022. Operating Revenues further benefited from the increase in Other as a result of the rental income associated with the five Owned Aircraft Held for Operating Lease acquired during the first half of 2023.

**Passenger.** Passenger revenue increased by \$127,690, or 16%, to \$920,123 for the year ended December 31, 2023 as compared to the year ended December 31, 2022. The table below presents select operating data for lines of revenue within Passenger:

	Year Ended December 31,		Change	% Change
	2023	2022		
<b>Scheduled Service and Ancillary Statistics:</b>				
Departures	26,144	23,166	2,978	13 %
Block Hours	82,618	76,081	6,537	9 %
Passengers	4,140,663	3,598,584	542,079	15 %
Average base fare per passenger	\$ 109.61	\$ 121.80	\$ (12.19)	(10)%
Ancillary revenue per passenger	\$ 66.69	\$ 53.49	\$ 13.20	25 %
Total Fare per passenger	\$ 176.30	\$ 175.29	\$ 1.01	1 %
RPMs (thousands)	5,217,852	4,706,996	510,856	11 %
ASMs (thousands)	6,044,011	5,637,233	406,778	7 %
TRASM (cents)	12.27	11.40	0.87	8 %
Passenger load factor	86.3 %	83.5 %	2.8 pts	N/A
<b>Charter Statistics:</b>				
Departures	10,387	8,616	1,771	21 %
Block hours	21,154	17,788	3,366	19 %
Charter revenue per block hour	\$ 8,988	\$ 9,086	(98)	(1)%

The year-over-year increase in Scheduled Service operating revenue was primarily the result of an increase in demand year-over-year. The year-over-year increase in demand is demonstrated by a 15% increase in passengers, which was supported by a 7% increase in ASMs. Strong demand kept Total Fare per passenger materially consistent year-over-year, despite the growth in operations. The 15% increase in Scheduled Service passengers during the period also resulted in greater sales of our ancillary products.

Passenger revenue was further supported by the \$28,509 increase, or 18%, to \$190,128 for Charter Service revenue during the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase in Charter Service revenue was driven by a 21% and 19% increase in Charter Service departures and block hours, respectively, primarily because of increased utilization by our long-term contract customers.

**Cargo.** Revenue from Cargo services increased \$9,385, or 10%, to \$99,735 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase was primarily driven by a 12% and 6% increase in Cargo departures and block hours, respectively. Revenue for the year ended December 31, 2023 also benefited from the annual rate escalation included in the ATSA, which went into effect on December 13, 2022.

**Other.** Other revenue increased \$18,101, or 155%, to \$29,762 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. Other revenue in the current year benefited from \$17,689 of rental revenue primarily associated with the five Owned Aircraft Held for Operating Lease acquired during the first half of 2023.

*Operating Expenses*

**Aircraft Fuel.** We believe Aircraft Fuel expense, excluding indirect fuel credits, is the best measure of the effect of fuel prices on our business as it consists solely of direct fuel expenses that are related to our operations and is consistent with how management analyzes our operating performance. This measure is defined as GAAP Aircraft Fuel expense, excluding indirect fuel credits that are recognized within Aircraft Fuel expense, but are not directly related to our Fuel Cost per Gallon.

The primary components of Aircraft Fuel expense are shown in the following table:

	Year Ended December 31,		Change	% Change
	2023	2022		
Total Aircraft Fuel Expense	\$ 246,669	\$ 268,363	\$ (21,694)	(8)%
Indirect Fuel Credits	976	739	237	32 %
Aircraft Fuel Expense, Excluding Indirect Fuel Credits	\$ 247,645	\$ 269,102	\$ (21,457)	(8)%
Fuel Gallons Consumed (thousands)	79,574	71,690	7,884	11 %
Fuel Cost per Gallon, Excluding Indirect Fuel Credits	\$ 3.11	\$ 3.75	\$ (0.64)	(17)%

Aircraft Fuel expense decreased by 8% year-over-year, primarily due to a 17% decrease in the average fuel cost per gallon, slightly offset by an 11% increase in consumption as a result of the increased operations.

**Salaries, Wages, and Benefits.** Salaries, wages, and benefits expense increased \$49,785, or 20%, to \$295,640 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The year-over-year increase in Salaries, Wages, and Benefits was due to an 11% increase in employee headcount, increased per unit costs for pilots and flight crews to support the increase in operations, and an acceleration of stock-based compensation expense recognized during the current year for our time-based and performance-based stock options. For more information on the acceleration of stock-based compensation expense, see [Note 10](#) of the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

**Aircraft Rent.** Aircraft rent expense decreased \$6,487, or 74%, to \$2,281 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The decrease was primarily due to the composition of our aircraft fleet shifting from aircraft under operating leases (expense is recorded within Aircraft Rent) to owned aircraft or finance leases (expense is recorded through Depreciation and Amortization and Interest Expense). For the years ended December 31, 2023 and 2022, there was an average of one and four aircraft under operating leases, respectively. As of December 31, 2023, we did not operate any aircraft under operating leases. The acquisition of new aircraft through operating leases is at the discretion of management.

**Maintenance.** Maintenance materials and repair expense increased \$13,984, or 30%, to \$60,588 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase in Maintenance expense was primarily driven by higher maintenance costs due to the year-over-year increase in the size of our fleet and operations, as well as an increase in heavy maintenance events and unscheduled repair events.

**Sales and Marketing.** Sales and marketing expense increased \$3,052, or 10%, to \$34,105 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The year-over-year increase was driven by approximately \$2,900 increase in credit card processing and other travel agent fees, as a result of the 15% increase in Scheduled Service passengers.

**Depreciation and Amortization.** Depreciation and amortization expense increased \$20,510, or 30%, to \$88,151 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase was primarily due to the impact of a change in the composition of our aircraft fleet that resulted in an increased number of owned aircraft and aircraft under finance leases (the expense is recorded as Depreciation and Amortization and Interest Expense). For the years ended December 31, 2023 and 2022, there were an average of 33 and 25 owned aircraft and 12 and 11 aircraft under finance leases, respectively.

**Ground Handling.** Ground handling expense increased \$3,690, or 11%, to \$37,506 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase was primarily driven by the 15% increase in Passenger segment departures, due to our expanding operations, as well as rate increases due to inflationary and market pressures.

**Landing Fees and Airport Rent.** Landing fees and airport rent increased \$3,957, or 9%, to \$49,615 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The increase was primarily driven by the 15% increase in Passenger segment departures, resulting from our expanding operations, as well as rate increases due to inflationary and market pressures.

**Other Operating, net.** Other operating, net expense increased \$16,587, or 18%, to \$107,565 for the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to the 15% increase in total departures, which resulted in higher crew travel costs and catering expenses.

*Non-operating Income (Expense)*

**Interest Income.** Interest income increased by \$5,653, or 125%, to \$10,180 for the year ended December 31, 2023. The increase was primarily due to the prior year change in our investment strategy, which led to the purchase of debt securities in May 2022. The continued rise in interest rates also contributed to the increase in the current year.

**Interest Expense.** Interest expense increased \$11,616, or 37%, to \$42,634 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The change was primarily due to a 19% increase in owned aircraft that were financed or refinanced with debt proceeds. This includes the term loan credit facility for the purpose of financing the five Owned Aircraft Held for Operating Lease purchased during the first half of 2023, which was financed in a higher interest rate environment. The year-over-year increase was partially offset by a \$1,557 loss on extinguishment of debt incurred during the year ended December 31, 2022 related to the repayment of the DDTL. For more information on the Company's Debt, see [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

**Other, net.** Other, net decreased by \$4,348 to a net expense of \$887 for the year ended December 31, 2023, as compared to the year ended December 31, 2022. The change over prior year was primarily due to the \$5,000 adjustment to increase the estimated TRA liability during the prior year, partially offset by \$1,128 of secondary offering expenses incurred during 2023. For more information on the TRA Liability and secondary offerings, see [Note 14](#) and [Note 15](#) to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements" of this Annual Report.

**Income Tax Expense.** Our effective tax rate decreased by 3.0% to 23.3% for the year ended December 31, 2023, as compared to 26.3% for the year ended December 31, 2022. The effective tax rate represents a blend of federal and state taxes and includes the impact of certain nondeductible or nontaxable items. The year-over-year decrease in the effective tax rate was impacted by the non-taxable adjustments of the TRA liability, which was an expense of \$5,000 in 2022. The adjustment to the TRA Liability during the year ended December 31, 2023 was immaterial. For more information on the Company's tax rate and the TRA Liability, see [Note 14](#) to the Consolidated Financial Statements included in Part II, Item 8, "Financial Statements" of this Annual Report.

## Segment Information

For the Years Ended December 31, 2023 and 2022:

	Year Ended December 31, 2023			Year Ended December 31, 2022		
	Passenger	Cargo	Total	Passenger	Cargo	Total
Operating Revenues	\$ 949,885	\$ 99,735	\$ 1,049,620	\$ 804,094	\$ 90,350	\$ 894,444
Operating Expenses:						
Aircraft Fuel	246,600	69	246,669	268,279	84	268,363
Salaries, Wages, and Benefits	225,744	69,896	295,640	189,134	56,721	245,855
Aircraft Rent	2,281	—	2,281	8,768	—	8,768
Maintenance	46,211	14,377	60,588	33,293	13,311	46,604
Sales and Marketing	34,105	—	34,105	31,053	—	31,053
Depreciation and Amortization	88,098	53	88,151	67,530	111	67,641
Ground Handling	37,506	—	37,506	33,808	8	33,816
Landing Fees and Airport Rent	49,175	440	49,615	45,234	424	45,658
Other Operating, net	87,293	20,272	107,565	71,148	19,830	90,978
Total Operating Expenses	817,013	105,107	922,120	748,247	90,489	838,736
Operating Income (Loss)	\$ 132,872	\$ (5,372)	\$ 127,500	\$ 55,847	\$ (139)	\$ 55,708
Operating Margin %	14.0 %	(5.4)%	12.1 %	6.9 %	(0.2)%	6.2 %

**Passenger.** Passenger operating income increased by \$77,025 to \$132,872 for the year ended December 31, 2023 as compared to the year ended December 31, 2022. Operating Margin Percentage increased by 7.1 percentage points, to 14.0%, from 6.9% over the same period. The increase in Passenger Operating Income and Operating Margin was driven by a year-over-year increase in demand for passenger service, supported by an increase in the average passenger aircraft which increased capacity and ASMs. Passenger Operating Income and Operating Margin for the year ended December 31, 2023 also benefited from a 8% year-over-year decrease in Aircraft Fuel expense due to a 17% decrease in the average fuel cost per gallon, slightly offset by an 11% increase in consumption. These amounts were partially offset by an increase in Salaries, Wages, and Benefits due to an increase in employee head count and an increase in per unit costs for pilots to support our expanded operations, as well as an increase in other operating expenses resulting from an increase in departures. For more information on the changes in the components of Operating Income for the Passenger segment, refer to the Results of Operations discussion above.

**Cargo.** Cargo had an operating loss of \$5,372 for the year ended December 31, 2023, as compared to a loss of \$139 for the year ended December 31, 2022, which is a decrease of \$5,233. Operating Margin Percentage decreased by 5.2 percentage points over the same periods. The decrease was primarily driven by a year-over-year increase in Salaries, Wages, and Benefits due to an increase in employee head count and an increase in per unit costs for pilots. The decreases in Operating Loss and Operating Margin Percentage were partially offset by the annual rate escalation included in the ATSA, which went into effect on December 13, 2023 and 2022. For more information on the components of Operating Income for the Cargo segment, refer to the Results of Operations discussion above.

### Non-GAAP Financial Measures

We sometimes use information that is derived from the Consolidated Financial Statements, but that is not presented in accordance with GAAP. We believe these non-GAAP measures provide a meaningful comparison of our results to others in the airline industry and our prior year results. Investors should consider these non-GAAP financial measures in addition to, and not as a substitute for, our financial performance measures prepared in accordance with GAAP. Further, our non-GAAP information may be different from the non-GAAP

information provided by other companies. We believe certain charges included in our operating expenses on a GAAP basis make it difficult to compare our current period results to prior periods as well as future periods and guidance. The tables below show a reconciliation of non-GAAP financial measures used in this Annual Report to the most directly comparable GAAP financial measures.

**Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted Net Income and Adjusted EBITDA**

Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted Net Income, and Adjusted EBITDA are non-GAAP measures included as supplemental disclosure because we believe they are useful indicators of our operating performance. Derivations of Operating Income and Net Income are well recognized performance measurements in the airline industry that are frequently used by our management, as well as by investors, securities analysts and other interested parties in comparing the operating performance of companies in our industry.

The measures described above have limitations as analytical tools. Some of the limitations applicable to these measures include: they do not reflect the impact of certain cash and non-cash charges resulting from matters we consider not to be indicative of our ongoing operations; and other companies in our industry may calculate these non-GAAP measures differently than we do, limiting each measure's usefulness as a comparative measure. Because of these limitations, the following non-GAAP measures should not be considered in isolation or as a substitute for performance measures calculated in accordance with GAAP and may not be the same as or comparable to similarly titled measures presented by other companies due to the possible differences in the method of calculation and in the items being adjusted.

For the foregoing reasons, Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted Net Income and Adjusted EBITDA have significant limitations which affect their use as indicators of our profitability. Accordingly, readers are cautioned not to place undue reliance on this information.

The following table presents the reconciliation of Operating Income to Adjusted Operating Income, and Adjusted Operating Income Margin for the periods presented below.

	Year Ended December 31,	
	2023	2022
Adjusted Operating Income Margin reconciliation:		
Operating Revenue	\$ 1,049,620	\$ 894,444
Operating Income	127,500	55,708
Stock Compensation Expense	9,274	2,774
Adjusted Operating Income	\$ 136,774	\$ 58,482
Operating Income Margin	12.1 %	6.2 %
Adjusted Operating Income Margin	13.0 %	6.5 %

The following table presents the reconciliation of Net Income to Adjusted Net Income for the periods presented below.

	Year Ended December 31,	
	2023	2022
Adjusted Net Income reconciliation:		
Net Income	\$ 72,181	\$ 17,676
Stock compensation expense	9,274	2,774
Gain on asset transactions, net <sup>(a)</sup>	—	(318)
Loss on refinancing credit facility	—	1,557
Secondary Offering Costs	1,128	—
TRA adjustment <sup>(b)</sup>	(331)	5,000
Income tax effect of adjusting items, net <sup>(c)</sup>	(2,392)	(923)
Adjusted Net Income	\$ 79,860	\$ 25,766

(a) Due to changes in the Company's operations, Management determined that, beginning in the fourth quarter of 2022, certain asset transactions will no longer be included as adjustments to Adjusted Net Income because these transactions are part of our recurring operations. This change was made prospectively beginning in the fourth quarter of 2022, and no prior period amounts have been adjusted.

(b) This represents the adjustment to the TRA for the period, which is recorded in Non-operating Income (Expense), net.

(c) The tax effect of adjusting items, net is calculated at the Company's statutory rate for the applicable period. The TRA adjustment is not tax deductible and therefore not included in this adjustment.



The following table presents the reconciliation of Net Income to Adjusted EBITDA for the periods presented below.

	Year Ended December 31,	
	2023	2022
<b>Adjusted EBITDA Reconciliation:</b>		
Net Income	\$ 72,181	\$ 17,676
Stock Compensation expense	9,274	2,774
Gain on asset transactions, net <sup>(a)</sup>	—	(318)
Secondary Offering Costs	1,128	—
TRA adjustment <sup>(b)</sup>	(331)	5,000
Interest Income	(10,180)	(4,527)
Interest expense	42,634	31,018
Provision for income taxes	21,978	6,306
Depreciation and Amortization	88,151	67,641
<b>Adjusted EBITDA</b>	<b>\$ 224,835</b>	<b>\$ 125,570</b>

(a) Due to changes in the Company's operations, Management determined that, beginning in the fourth quarter of 2022, certain asset transactions will no longer be included as adjustments to Adjusted EBITDA because these transactions are part of our recurring operations. This change was made prospectively beginning in the fourth quarter of 2022, and no prior period amounts have been adjusted.

(b) This represents the adjustment to the TRA for the period, which is recorded in Non-operating Income (Expense), net.

### CASM and Adjusted CASM

CASM is a key airline cost metric defined as operating expenses divided by total available seat miles. Adjusted CASM is a non-GAAP measure derived from CASM by excluding fuel costs, costs related to our Cargo operations, depreciation and amortization recognized on certain assets that generate lease income, stock-based compensation, certain commissions and other costs of selling our vacation products from this measure as these costs are unrelated to our airline operations and improve comparability to our peers. Adjusted CASM is an important measure used by management and by our Board of Directors in assessing quarterly and annual cost performance. Adjusted CASM is commonly used by industry analysts and we believe it is an important metric by which they compare our airline to others in the industry, although other airlines may exclude certain other costs in their calculation of Adjusted CASM. The measure is also the subject of frequent questions from investors.

Adjusted CASM excludes fuel costs. By excluding volatile fuel expenses that are outside of our control from our unit metrics, we believe that we have better visibility into the results of operations and our non-fuel cost initiatives. Our industry is highly competitive and is characterized by high fixed costs, so even a small reduction in non-fuel operating costs can lead to a significant improvement in operating results. In addition, we believe that all domestic carriers are similarly impacted by changes in jet fuel costs over the long run, so it is important for management and investors to understand the impact and trends in company-specific cost drivers, such as labor rates, aircraft costs and maintenance costs, and productivity, which are more controllable by management.

We have excluded costs related to the Cargo operations, as well as depreciation and amortization recognized on certain assets that generate lease income as these operations do not create ASMs. The Cargo expenses in the reconciliation below are different from the total operating expenses for our Cargo segment in the "Segment Information" table presented above, due to several items that are included in the Cargo segment, but have been captured in other line items used in the Adjusted CASM calculation. During the year ended December 31, 2023, we entered into a series of transactions where we act as an aircraft lessor. As of December 31, 2023, we leased or subleased six aircraft. Depreciation and Amortization expense on these aircraft materially began during the three months ended June 30, 2023. Adjusted CASM further excludes special items and other adjustments, as defined in the relevant reporting period, that are not representative of the ongoing costs necessary to our airline operations and may improve comparability between periods. We also exclude stock compensation expense when computing Adjusted CASM. Our compensation strategy includes the use of stock-based compensation to

attract and retain employees and executives and is principally aimed at aligning their interests with those of our stockholders and long-term employee retention, rather than to motivate or reward operational performance for any period. Thus, stock-based compensation expense varies for reasons that are generally unrelated to operational decisions and performance in any period.

As derivations of Adjusted CASM are not determined in accordance with GAAP, such measures are susceptible to varying calculations and not all companies calculate the measures in the same manner. As a result, derivations of Adjusted CASM as presented may not be directly comparable to similarly titled measures presented by other companies. Adjusted CASM should not be considered in isolation or as a replacement for CASM. For the aforementioned reasons, Adjusted CASM has significant limitations which affect its use as an indicator of our profitability. Accordingly, readers are cautioned not to place undue reliance on this information.

The following tables present the reconciliation of CASM to Adjusted CASM.

	Year Ended December 31,			
	2023		2022	
	Operating Expenses	Per ASM (in cents)	Operating Expenses	Per ASM (in cents)
CASM	\$ 922,120	12.43	\$ 838,736	12.39
Less:				
Aircraft Fuel	246,669	3.33	268,363	3.96
Stock Compensation expense	9,274	0.12	2,774	0.04
Cargo expenses, not already adjusted above	102,995	1.39	89,765	1.33
Sun Country Vacations	1,138	0.01	1,043	0.02
Leased Aircraft, Depreciation and Amortization Expense	6,669	0.09	—	—
Adjusted CASM	\$ 555,375	7.49	\$ 476,791	7.04
Available Seat Miles	7,416,189		6,771,340	

## Liquidity and Capital Resources

The airline business is capital intensive. Our ability to successfully execute our business strategy is largely dependent on the continued availability of capital with attractive terms and maintaining sufficient liquidity. We have historically funded our operations and capital expenditures primarily through cash from operations, proceeds from stockholders' capital contributions, the issuance of promissory notes, and debt financing.

Our primary sources of liquidity as of December 31, 2023 included our existing cash and cash equivalents of \$46,279 and short-term investments of \$141,127, our expected cash generated from operations, and the \$24,650 of available funds from the Revolving Credit Facility. In addition, we had restricted cash of \$17,401 as of December 31, 2023, which generally consists of cash received as prepayment for chartered flights that is maintained in separate escrow accounts in accordance with DOT regulations requiring that Charter revenue receipts received prior to the date of transportation are maintained in a separate third-party escrow account. The restrictions are released once the charter transportation is provided.

Our primary uses of liquidity are for operating expenses, capital expenditures, lease rentals and maintenance reserve deposits, debt repayments, working capital requirements, and other general corporate purposes. Our single largest capital expenditure requirement relates to the acquisition of aircraft. We do not maintain an aircraft order book; instead, we enter into aircraft transactions on an opportunistic basis based on market conditions, our prevailing level of liquidity and capital market availability. As a result, we are not locked into large future capital expenditures. We have historically acquired aircraft through operating leases, finance leases, and debt. Our management team retains broad discretion to allocate liquidity.

We believe that our unrestricted cash and cash equivalents, short-term investments, and availability under our Revolving Credit Facility, combined with expected future cash flows from operations, will be sufficient to fund our operations and meet our debt payment obligations for at least the next twelve months. However, we cannot

predict what the effect on our business and financial position might be from a change in the competitive environment in which we operate or from events beyond our control, such as volatile fuel prices, economic conditions, pandemics, weather-related disruptions, the impact of airline bankruptcies, restructurings or consolidations, U.S. military actions, geopolitical factors, regulations, or acts of terrorism.

**Aircraft** – As of December 31, 2023, we had a fleet of 60 Boeing 737-NG aircraft. This includes 42 aircraft in the passenger fleet and 12 cargo operated aircraft through the ATSA and six aircraft that are currently on lease to unaffiliated airlines. During the year ended December 31, 2023, we acquired five Owned Aircraft Held for Operating Lease for total consideration of approximately \$158,000.

For more information on our fleet and probable future aircraft acquisitions, see [Note 5](#), [Note 9](#), and [Note 17](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report. For more information on the purchase of five Owned Aircraft Held for Operating Lease, see [Note 6](#) of the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

**Maintenance Deposits** - In addition to funding the acquisition of aircraft, we are required by certain of our aircraft lessors to fund cash reserves in advance of scheduled maintenance to act as collateral for the benefit of lessors. Qualifying payments that are expected to be recovered from lessors are recorded as Lessor Maintenance Deposits on our Consolidated Balance Sheets. As of December 31, 2023, we had \$45,721 of total Lessor Maintenance Deposits. As of December 31, 2023, all maintenance deposits are estimated to be recoverable either through reimbursable maintenance events or through application towards the purchase of the aircraft.

**Investments** - We invest cash and cash equivalents in highly liquid securities with strong credit ratings. As of December 31, 2023, we held \$134,240 of debt securities, all of which are classified as current assets because of their highly liquid nature and availability to be converted into cash to fund current operations. Given the significant portion of our portfolio held in cash and cash equivalents and the high credit quality of our debt security investments, we do not anticipate fluctuations in the aggregate fair value of our investments to have a material impact on our liquidity or capital position.

We also hold \$6,887 of Certificates of Deposit that are included in Investments on the Consolidated Balance Sheets as of December 31, 2023.

**Credit Facilities** - We use our Credit Facilities to provide liquidity support for general corporate purposes and to finance the acquisition of aircraft.

As of December 31, 2023, we had \$24,650 of the \$25,000 Revolving Credit Facility available due to \$350 being pledged to support a letter of credit, and no balance drawn. The Credit Agreement includes financial covenants that require a minimum trailing 12-month EBITDAR (\$87,700 as of March 31, 2022 and beyond) and a minimum liquidity, as defined within the Credit Agreement, of \$30,000 at the close of any business day. We were in compliance with these covenants as of December 31, 2023 and December 31, 2022.

**Debt** - We may obtain debt financing through the issuance of pass-through trust certificates to purchase, or refinance, aircraft. In December 2019, we arranged for the issuance of Class A, Class B and Class C trust certificates Series 2019-1 (the "2019-1 EETC"), in an aggregate face amount of \$248,587 for the purpose of financing or refinancing 13 used aircraft. During March 2022, we arranged for the issuance of Class A and Class B trust certificates Series 2022-1 (the "2022-1 EETC") in an aggregate face amount of \$188,277 for the purpose of financing or refinancing 13 aircraft.

During the year ended December 31, 2023, we executed a term loan credit facility with a face amount of \$119,200 for the purpose of financing the five Owned Aircraft Held for Operating Lease. The loan is to be repaid monthly through March 2030. During the lease term, payments collected from the lessee will be applied directly to the repayment of principal and interest on the term loan credit facility. The Owned Aircraft Held for Operating Lease, as well as the related lease payments received from the lessee, are pledged as collateral.

The interest rate on the term loan credit facility is determined by using a base rate, which resets monthly, plus an applicable margin, and a fixed credit spread adjustment of 0.1%. The applicable margin during the lease term is fixed at 3.75%, and is subsequently reduced to 3.25% once the aircraft have been redelivered to the

Company and a LTV ratio calculation is completed at the end of the lease term. The interest rate in effect as of December 31, 2023 was 9.2%. To the extent that the LTV ratio exceeds 75% at the end of the lease term, a principal prepayment will be required in order to reduce the ratio to 75%. If at any point within 12 months of the end of the lease term for each respective aircraft the Company deems it probable that a principal prepayment will be required in order to reduce the LTV ratio to 75%, and such amount can be reasonably estimated, the estimated principal prepayment amount will be reclassified from Long-term Debt, net to Current Maturities of Long-Term Debt, net on our Consolidated Balance Sheets. In the event a principal prepayment is required, amounts received under the end of lease maintenance compensation clause may be applied towards the prepayment.

During the fourth quarter of 2023, one of the Owned Aircraft Held for Operating Lease was within 12 months of the end of its lease term. We obtained an appraisal on the aircraft from an independent, third-party specialist, which confirmed that the LTV level was not in excess of 75% as of the test date. As a result, no amounts related to an estimated principal prepayment have been reclassified from Long-term Debt, net to Current Maturities of Long-Term Debt, net on our Consolidated Balance Sheets as of December 31, 2023.

For more information on our credit facilities or debt, see [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

**TRA Liability** - In connection with the Company's IPO, we entered into a TRA with pre-IPO stockholders (the "TRA holders"). The TRA provides for the payment by the Company to the TRA holders of 85% of the amount of cash savings, if any, in U.S. federal, state, local, and foreign income tax that the Company actually realizes (or is deemed to realize in certain circumstances) as a result of certain tax attributes that existed at the time of the IPO (the "Pre-IPO Tax Attributes"). We will retain the benefit of the remaining 15% of these cash savings.

During the year ended December 31, 2023, we made a payment of \$2,425 to the TRA holders. Payments will be made in future periods as Pre-IPO Tax Attributes are utilized. For more information on the TRA liability, see [Note 14](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

### Liquidity and Financial Condition Indicators

The table below presents the major indicators of financial condition and liquidity:

	December 31,	
	2023	2022
Cash and Cash Equivalents	\$ 46,279	\$ 92,086
Available-for-Sale Securities	134,240	172,635
Amount Available Under Revolving Credit Facility	24,650	24,650
Total Liquidity	<u>\$ 205,169</u>	<u>\$ 289,371</u>
	December 31,	
	2023	2022
Total Debt, net	\$ 401,645	\$ 352,235
Finance Lease Obligations	277,302	251,296
Operating Lease Obligations	18,830	26,132
Total Debt and Lease Obligations	697,777	629,663
Stockholders' Equity	514,403	492,712
Total Invested Capital	<u>\$ 1,212,180</u>	<u>\$ 1,122,375</u>
Debt-to-Capital	0.58	0.56

## Sources and Uses of Liquidity

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
Total Operating Activities	\$ 174,120	\$ 127,440	\$ 46,680	37 %
Investing Activities:				
Purchases of Property & Equipment	(218,160)	(187,922)	(30,238)	16 %
Proceeds from the Sale of Property & Equipment	4,953	2,451	2,502	102 %
Proceeds from Insurance Settlements	—	8,865	(8,865)	NM
Purchases of Investments	(95,535)	(178,960)	83,425	(47)%
Proceeds from the Sale of Investments	291	1,236	(945)	(76)%
Proceeds from the Maturities of Investments	137,220	5,000	132,220	NM
Total Investing Activities	(171,231)	(349,330)	178,099	(51)%
Financing Activities:				
Proceeds from Stock Option and Warrant Exercises, net	2,652	1,934	718	37 %
Common Stock Repurchases	(68,585)	(25,054)	(43,531)	174 %
Proceeds from Borrowings	119,200	188,277	(69,077)	(37)%
Repayment of Finance Lease Obligations	(21,883)	(42,062)	20,179	(48)%
Repayment of Borrowings	(69,276)	(113,492)	44,216	(39)%
Payment of Tax Receivable Agreement Liability	(2,425)	—	(2,425)	NM
Debt Issuance Costs	(1,820)	(2,570)	750	(29)%
Total Financing Activities	(42,137)	7,033	(49,170)	NM
Net Decrease in Cash	\$ (39,248)	\$ (214,857)	\$ 175,609	(82)%

\*Cash\* consists of Cash, Cash Equivalents and Restricted Cash  
 \*NM\* stands for not meaningful

## Operating Cash Flow Activities

Operating activities in the years ended December 31, 2023 and 2022 provided \$174,120 and \$127,440 of cash, respectively. During the years ended December 31, 2023 and 2022, Net Income was \$72,181 and \$17,676, respectively. For more information on the components of Net Income for the years ended December 31, 2023 and 2022, refer to the Consolidated Results of Operations discussion above.

Our operating cash flow is primarily impacted by the following factors:

**Seasonality of Advance Ticket Sales.** We sell tickets for air travel in advance of the customer's travel date. When we receive a cash payment at the time of sale, we record the cash received on advance sales as deferred revenue in Air Traffic Liabilities. Air Traffic Liabilities typically increase during the fall and early winter months as advanced ticket sales grow prior to the late winter and spring peak travel season and decrease during the summer months. Air Traffic liabilities were materially consistent year-over-year.

**Aircraft Fuel.** Aircraft Fuel expense represented approximately 27% and 32% of our total operating expense for the years ended December 31, 2023 and 2022, respectively. The market price for jet fuel is volatile, which can impact the comparability of our periodic cash flows from operations. Fuel cost per gallon decreased by 17% year-over-year due to the impact of global geopolitical events on the price of fuel during the year ended December 31, 2022. Fuel consumption has increased by 11% year-over-year, as a result of the increase in fleet size and total operations. We expect volatility in Aircraft Fuel prices per gallon throughout 2024 due to market conditions and global geopolitical events.

*Operating Leases.* Payments for our Operating Lease Liabilities decreased primarily due to the composition of our aircraft fleet shifting from aircraft under operating leases to owned aircraft or finance leases. For the years ended December 31, 2023 and 2022, there was an average of one and four aircraft under operating leases, respectively. As of December 31, 2023, we operated no aircraft under operating leases.

### **Investing Cash Flow Activities**

*Capital Expenditures.* Our capital expenditures were \$218,160 and \$187,922 for the years ended December 31, 2023 and 2022, respectively. Our capital expenditures during the year ended December 31, 2023 primarily included the purchase of five Owned Aircraft Held for Operating Lease and one incremental aircraft for our passenger fleet.

Our capital expenditures during the year ended December 31, 2022 primarily included the purchase of five incremental aircraft, two aircraft off operating leases, five spare engines, and a flight simulator.

*Investments.* During the year ended December 31, 2023, our net investment activity resulted in cash inflows of \$41,976 primarily due to maturing debt securities exceeding purchases of investments. These maturing cash inflows were used to fund the purchase of aircraft during the year ended December 31, 2023. During the second quarter of 2022, we changed our investment strategy which led to the purchase of \$178,960 of investments during the year ended December 31, 2022.

### **Financing Cash Flow Activities**

*Debt.* During the year ended December 31, 2023, we executed a term loan credit facility with a face amount of \$119,200 for the purpose of financing the five Owned Aircraft Held for Operating Lease. The loan is to be repaid monthly through March 2030. In March 2022, we arranged for the issuance of the 2022-1 EETC in an aggregate face amount of \$188,277 for the purpose of financing or refinancing 13 aircraft. Five of these aircraft were owned fleet assets previously financed by the DDTL, which was repaid with the proceeds from the 2022-1 EETC.

We are required to make bi-annual principal and interest payments on the 2022-1 EETC each March and September, through March 2031. We are required to make bi-annual principal and interest payments on the 2019-1 EETC each June and December, through December 2027.

For additional information regarding these financing arrangements, see [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

*Finance Leases.* Our repayments of finance lease obligations were \$21,883 and \$42,062 for the years ended December 31, 2023 and 2022, respectively. During 2022, we purchased two aircraft previously classified as finance leases using proceeds from the 2022-1 EETC. The resulting cash outflows are recorded as payments for finance lease obligations. There were no similar aircraft transactions during the year ended December 31, 2023. For the years ended December 31, 2023 and 2022, there were an average of 12 and 11 finance leases, respectively.

*Common Stock Repurchases.* During the year ended December 31, 2023, we repurchased 4,213,975 shares of our Common Stock at a total cost of \$68,585, or an average price of \$16.28 per share. The repurchases were part of secondary public offerings of our shares by the Apollo Stockholder, as well as open market purchases. During the fourth quarter of 2022, we entered into a \$25,000 Accelerated Share Repurchase Program, which was settled in January 2023 resulting in 1,371,518 shares repurchased at an average price of \$18.23 per share. For more information on the stock repurchase program and this purchase, see [Note 15](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

*TRA Payments.* During the year ended December 31, 2023, we made a payment of \$2,425 to the TRA holders. For more information on the payment of the TRA, see [Note 14](#) of the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

## Off Balance Sheet Arrangements

*Indemnities.* Our aircraft, equipment and other leases and certain operating agreements typically contain provisions requiring us, as the lessee, to indemnify the other parties to those agreements, including certain of those parties' related persons, against virtually any liabilities that might arise from the use or operation of the aircraft or such other equipment. We believe that our insurance covers most of our exposure to liabilities and related indemnities associated with the leases described above.

*Pass-Through Trusts.* We have equipment notes outstanding issued under the 2019-1 EETC and 2022-1 EETC. Generally, the structure of the EETC financings consists of pass-through trusts created by us to issue pass-through certificates, which represent fractional undivided interests in the respective pass-through trusts and are not obligations of Sun Country. The proceeds of the issuance of the pass-through certificates are used to purchase equipment notes which are issued by us and secured by our aircraft. The payment obligations under the equipment notes are those of Sun Country. We use these certificates to finance or refinance aircraft purchases. The obligations are listed in [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8 of this Annual Report.

*Fuel Consortia.* We currently participate in fuel consortia at various airports throughout the U.S. and we expect to expand our participation with other airlines in fuel consortia and fuel committees at our airports where economically beneficial. These agreements generally include cost-sharing provisions and environmental indemnities that are generally joint and several among the participating airlines. Consortia that are governed by interline agreements are either, 1) not VIEs because they are not legal entities, or 2) are variable interest entities, but the Company is not deemed the primary beneficiary. Therefore, these agreements are not reflected on our Consolidated Balance Sheets. There are no assets or liabilities on our Balance Sheets related to these VIEs, since our participation is limited to purchasing aircraft fuel.

We have no other off-balance sheet arrangements.

## Commitments and Contractual Obligations

Our long-term cash requirements under our various contractual obligations and commitments include:

- *Debt.* For further detail of our long-term debt and the timing of expected future payments, see [Note 8](#) to the Consolidated Financial Statements included in Part II, Item 8, included in this Annual Report. Interest coupon payments on the Company's EETC financings are paid semi-annually. The Term Loan is repaid monthly.
- *Aircraft Leases and Maintenance Reserves.* For more information on our finance leases, as well as the timing of expected future lease payments, see [Note 9](#) to the Consolidated Financial Statements included in Part II, Item 8, included in this Annual Report.
- *TRA Liability.* For more information on the TRA liability to be paid to the TRA holders, see [Note 14](#) to the Consolidated Financial Statements included in Part II, Item 8, included in this Annual Report.

For additional information on the status of our union contracts, as well as our contractual obligations and commitments, refer to [Note 2](#) and [Note 17](#) to the Consolidated Financial Statements included in Part II, Item 8, included in this Annual Report. Except as described herein, there have been no material changes in our contractual obligations and commitments other than in the ordinary course of business since our fiscal year ended December 31, 2023.

## Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities at the date of the financial statements. We believe our estimates and assumptions are reasonable; however, actual results could differ from those estimates.

Our significant accounting policies are described in [Note 2](#) to the Consolidated Financial Statements in Part II, Item 8 of this Annual Report. Some of those significant accounting policies require us to make difficult,

subjective, or complex judgments, or estimates. An accounting estimate is considered to be critical if it meets both of the following criteria:

- i. the estimate requires assumptions about matters that are highly uncertain at the time the accounting estimate is made, and
- ii. different estimates reasonably could have been used, or changes in the estimate that are reasonably likely to occur from period to period may have a material impact on the presentation of our financial condition, changes in financial condition, or results of operations.

We have identified the following critical accounting policies:

- Revenue Recognition
- Asset Impairment Analysis

## **Revenue Recognition**

Scheduled Service, Charter Service, and most Ancillary revenues are recognized when the passenger flight occurs. Revenues exclude amounts collected on behalf of other parties, including transportation taxes.

We initially defer Scheduled Service ticket sales as an air traffic liability and recognizes revenue when the passenger flight occurs. Unused non-refundable tickets expire at the date of scheduled travel and are recorded as revenue unless the customer notifies the Company in advance of such date that the customer will not travel. If notification is made, a travel credit is created for the face value, including ancillary fees, less applicable change fees. Revenue for change fees is deferred and recognized when the passenger travel is provided.

Travel credits may generally be redeemed toward future travel for up to 12 months after the date of the original booking. As of December 31, 2023 and 2022, the Company's air traffic liability included \$6,048 and \$10,192, respectively, related to travel credits for future travel. The Company records an estimate for travel credits that will expire unused, otherwise known as breakage, in Passenger Revenue upon issuance of the travel credit. During the years ended December 31, 2023 and 2022, the Company recorded \$10,240 and \$12,560, respectively, of estimated travel credit breakage. A portion of travel credits will expire unused, at which time any remaining revenue is recognized.

The estimated breakage rate is primarily based on historical experience of travel credit activity and other factors that may not be indicative of future trends, such as the COVID-19 pandemic, program changes or modifications that could affect the ultimate usage patterns of tickets and travel credits. The Company continuously monitors its breakage rate assumptions and may adjust its estimated breakage rate in the future. Changes in the Company's estimated breakage rate impact revenue recognition prospectively.

For the year ended December 31, 2023, a 10% change in the Company's estimated travel credit breakage rate would have resulted in a change to Passenger Revenue of approximately \$827.

There are no critical accounting estimates associated with Charter or Cargo revenue recognition that would materially impact the amount of revenue recognized in any specific period.



## Asset Impairment Analysis

The Company's long-lived assets, such as Property & Equipment and finite-lived Intangible Assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset (or asset group) may not be recoverable. The Company's assets include aircraft and associated engines, operating and finance lease assets, the Company's customer relationship and over-market finite-lived intangible assets, and other long-lived assets. The Company reviews the current economic and operating environment to determine whether events or circumstances indicate that these assets (or asset groups) may be impaired. Such indicators include, but are not limited to: 1) significant, permanent decrease in the market price of the Company's long-lived assets, 2) significant decrease in the projected cash flows generated from the use of its long-lived assets, 3) changes in the estimated useful life or productive capacity of the asset, 4) changes in the regulatory environment in which the Company operates, and 5) a decision to permanently remove flight equipment or other long-lived assets from operations. If such factors are identified and the Company determines that the carrying amount of the long-lived asset (or asset group) is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the asset (or asset group's) carrying amount exceeds its fair value. Fair value is determined using various valuation techniques, including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary.

When the Company assesses its long-lived assets for impairment, it utilizes certain assumptions, including, but not limited to: 1) estimated fair value of the assets, and 2) estimated future undiscounted cash flows expected to be generated by those assets. Cash flow estimates are determined based on additional assumptions, including asset utilization, average fares, projected fuel costs and other operating costs, along with the estimated service life of the asset. Certain of these assumptions are highly volatile and could change significantly from period to period due to various macroeconomic and industry-specific events.

To determine whether impairment exists, the Company groups its assets based on the lowest level of identifiable cash flows. The Company operates a fleet comprised exclusively of one type of aircraft, the Boeing 737-NG. Therefore, the Company's largest asset group is its fleet of 737-NG aircraft, associated engines, as well as related finite-lived intangible assets. Primarily all of the Company's long-lived assets are owned by, or associated with, the Passenger operating segment.

The Company has not recorded an impairment on its long-lived assets for any of the periods presented in these Consolidated Financial Statements, nor did it identify any triggering events during the year ended December 31, 2023 and 2022.

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are subject to market risks in the ordinary course of our business. These risks include commodity price risk, specifically with respect to aircraft fuel, as well as interest rate risk. The adverse effects of changes in these markets could pose a potential loss as discussed below. The sensitivity analysis provided does not consider the effects that such adverse changes may have on overall economic activity, nor does it consider additional actions we may take to mitigate our exposure to such changes. Accordingly, actual results may differ from the information provided below.

*Aircraft Fuel.* Unexpected pricing changes of aircraft fuel could have a material adverse effect on our business, results of operations and financial condition. For example, based on our forecasted Aircraft Fuel expense for the first quarter of 2024, we estimate that a one cent per gallon increase in the average aircraft fuel price would increase Aircraft Fuel expense by approximately \$233. Aircraft Fuel expense does not include amounts where we are considered the customer's agent for procuring fuel. We had no fuel option and swap contracts in place to hedge the economic risk associated with volatile fuel prices as of December 31, 2023. We currently do not expect to enter into these types of contracts prospectively, although significant changes in market conditions could affect our decisions.

*Interest Rates.* We have exposure to market risk associated with changes in interest rates related to the interest expense from our variable-rate debt and our short-term investment securities. A change in market interest rates would impact interest expense under the \$119,200 term loan credit facility used to finance the Owned Aircraft Held for Operating Lease. A 100 basis point increase in interest rates on the term loan would result in a corresponding increase in interest expense of approximately \$1,084 annually. As of the date of this filing, the

entire term loan credit facility has been drawn. The Company also maintains a \$25,000 Revolving Credit Facility with a variable interest rate that is impacted by market conditions. As of December 31, 2023, the Company had \$24,650 of financing available through the Revolving Credit Facility, as \$350 had been pledged to support a letter of credit. As of December 31, 2023, no amounts on the Revolving Credit Facility had been drawn.

Our short-term investment securities are primarily comprised of fixed-rate debt investments. An increase in market interest rates decreases the market value of fixed-rate investments. Conversely, a decrease in market interest rates increases the market value. The fair market value of our short-term investments with exposure to interest rate risk was \$134,240 as of December 31, 2023. The Company limits its investments to investment grade quality securities. Given these factors and that a significant portion of our portfolio is held in cash and cash equivalents, we do not anticipate fluctuations in the aggregate fair value of our financial assets to have a material impact on our liquidity or capital position.

**ITEM 8: FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

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## Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors  
Sun Country Airlines Holdings, Inc.:

### *Opinions on the Consolidated Financial Statements and Internal Control Over Financial Reporting*

We have audited the accompanying consolidated balance sheets of Sun Country Airlines Holdings, Inc. and subsidiaries (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, changes in stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes (collectively, the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023 based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

### *Basis for Opinions*

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Annual Report on Internal Controls Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the

company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

*Critical Audit Matter*

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Relative fair value measurement of the five aircraft held for operating lease and related maintenance rights asset*

As discussed in Note 6 to the consolidated financial statements, the Company acquired five aircraft in 2023, including the related maintenance right assets and over-market intangible assets for total consideration of \$157,926 thousand. The Company performed a fair value measurement for each of the acquired assets and allocated the total consideration paid to the underlying assets based upon their relative fair value as of the acquisition date. At the time of the acquisition, the Company allocated \$114,652 thousand of the total consideration to the estimated fair value of the aircraft held for operating lease, which was principally based on market appraisals.

We identified the assessment of the fair value of the acquired aircraft as a critical audit matter. The estimation of the fair value of the acquired aircraft involved a subjective determination of estimated market prices, which required the use of professionals with specialized skills and knowledge.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's acquisition-date valuation process, including controls related to the fair value of the acquired aircraft. We involved valuation professionals with specialized skills and knowledge, who assisted in assessing the fair value of the acquired aircraft by developing an independent estimate of the fair value using market prices for comparable aircraft considering the aircraft model, age and utilization levels, and comparing it to the Company's estimate of fair value.

/s/ KPMG LLP

We have served as the Company's auditor since 2018.

Minneapolis, Minnesota  
February 14, 2024

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED BALANCE SHEETS**

(Dollars in thousands, except per share and share amounts)

	December 31,	
	2023	2022
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and Cash Equivalents	\$ 46,279	\$ 92,086
Restricted Cash	17,401	10,842
Investments	141,127	178,936
Accounts Receivable, net of an allowance for credit losses of \$17 and \$231, respectively	38,166	35,124
Short-term Lessor Maintenance Deposits	1,046	1,241
Inventory, net of a reserve for obsolescence of \$977 and \$1,107, respectively	7,793	7,659
Prepaid Expenses	15,823	11,423
Other Current Assets	3,716	8,179
Total Current Assets	271,351	345,490
<b>Property &amp; Equipment, net:</b>		
Aircraft and Flight Equipment	685,559	636,584
Aircraft and Flight Equipment Held for Operating Lease	154,185	—
Ground Equipment and Leasehold Improvements	39,847	35,948
Computer Hardware and Software	17,875	10,831
Finance Lease Assets	304,384	261,991
Rotable Parts	19,848	17,059
Total Property & Equipment	1,221,698	962,413
Accumulated Depreciation & Amortization	(252,717)	(176,746)
Total Property & Equipment, net	968,981	785,667
<b>Other Assets:</b>		
Goodwill	222,223	222,223
Other Intangible Assets, net of accumulated amortization of \$24,190 and \$18,890, respectively	83,551	85,110
Operating Lease Right-of-use Assets	14,917	22,182
Aircraft Deposits	9,564	9,134
Long-term Lessor Maintenance Deposits	44,675	32,433
Deferred Tax Assets	—	12,956
Other Assets	8,365	9,217
Total Other Assets	383,295	393,255
<b>Total Assets</b>	<b>\$ 1,623,627</b>	<b>\$ 1,524,412</b>

See accompanying Notes to Consolidated Financial Statements

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED BALANCE SHEETS**

(Dollars in thousands, except per share and share amounts)

	December 31,	
	2023	2022
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities:</b>		
Accounts Payable	\$ 59,011	\$ 62,370
Accrued Salaries, Wages, and Benefits	33,305	26,521
Accrued Transportation Taxes	18,097	17,666
Air Traffic Liabilities	157,996	157,995
Finance Lease Obligations	44,756	17,990
Loyalty Program Liabilities	9,898	13,963
Operating Lease Obligations	2,219	6,296
Current Maturities of Long-term Debt	74,177	57,548
Income Tax Receivable Agreement Liability	3,250	2,260
Other Current Liabilities	15,873	14,519
Total Current Liabilities	418,582	377,128
<b>Long-term Liabilities:</b>		
Finance Lease Obligations	232,546	233,306
Loyalty Program Liabilities	3,839	1,474
Operating Lease Obligations	16,611	19,836
Long-term Debt	327,468	294,687
Deferred Tax Liability	9,148	—
Income Tax Receivable Agreement Liability	97,794	101,540
Other Long-term Liabilities	3,236	3,729
Total Long-term Liabilities	690,642	654,572
Total Liabilities	1,109,224	1,031,700
<b>Commitments and Contingencies (Note 17)</b>		
<b>Stockholders' Equity:</b>		
Common Stock with \$0.01 par value, 995,000,000 shares authorized, 58,878,723 and 58,217,647 issued and 53,291,001 and 57,325,238 outstanding at December 31, 2023 and 2022, respectively	589	582
Preferred Stock with \$0.01 par value, 5,000,000 shares authorized, no shares issued and outstanding at December 31, 2023 and 2022, respectively	—	—
Treasury Stock, at cost, 5,587,722 and 892,409 shares held at December 31, 2023 and 2022, respectively	(94,341)	(17,605)
Additional Paid-In Capital	513,988	488,494
Retained Earnings	94,229	22,048
Accumulated Other Comprehensive Loss	(62)	(807)
Total Stockholders' Equity	514,403	492,712
Total Liabilities and Stockholders' Equity	\$ 1,623,627	\$ 1,524,412

See accompanying Notes to Consolidated Financial Statements

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Dollars in thousands, except per share and share amounts)

	Year Ended December 31,		
	2023	2022	2021
<b>Operating Revenues:</b>			
Passenger	\$ 920,123	\$ 792,433	\$ 523,945
Cargo	99,735	90,350	91,428
Other	29,762	11,661	7,642
Total Operating Revenue	<u>1,049,620</u>	<u>894,444</u>	<u>623,015</u>
<b>Operating Expenses:</b>			
Aircraft Fuel	246,669	268,363	129,110
Salaries, Wages, and Benefits	295,640	245,855	178,207
Aircraft Rent	2,281	8,768	17,653
Maintenance	60,588	46,604	40,095
Sales and Marketing	34,105	31,053	22,060
Depreciation and Amortization	88,151	67,641	57,075
Ground Handling	37,506	33,816	26,981
Landing Fees and Airport Rent	49,615	45,658	40,726
Special Items, net	—	—	(72,419)
Other Operating, net	107,565	90,978	71,580
Total Operating Expenses	<u>922,120</u>	<u>838,736</u>	<u>511,068</u>
Operating Income	<u>127,500</u>	<u>55,708</u>	<u>111,947</u>
<b>Non-operating Income (Expense), net:</b>			
Interest Income	10,180	4,527	85
Interest Expense	(42,634)	(31,018)	(26,326)
Other, net	(887)	(5,235)	14,624
Total Non-operating Income (Expense), net	<u>(33,341)</u>	<u>(31,726)</u>	<u>(11,617)</u>
Income before Income Tax	<u>94,159</u>	<u>23,982</u>	<u>100,330</u>
Income Tax Expense	21,978	6,306	19,082
Net Income	<u>\$ 72,181</u>	<u>\$ 17,676</u>	<u>\$ 81,248</u>
<b>Net Income per share to common stockholders:</b>			
Basic	<u>\$ 1.30</u>	<u>\$ 0.31</u>	<u>\$ 1.47</u>
Diluted	<u>\$ 1.23</u>	<u>\$ 0.29</u>	<u>\$ 1.37</u>
<b>Shares used for computation:</b>			
Basic	55,507,144	57,951,955	55,182,811
Diluted	58,524,652	61,046,595	59,324,040

See accompanying Notes to Consolidated Financial Statements



**SUN COUNTRY AIRLINES HOLDINGS, INC.****CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Dollars in thousands)

	Year Ended December 31,		
	2023	2022	2021
<b>Net Income</b>	<u>\$ 72,181</u>	<u>\$ 17,676</u>	<u>\$ 81,248</u>
<b>Other Comprehensive Income (Loss):</b>			
Net unrealized gains (losses) on Available-for-Sale securities, net of deferred tax expense (benefit) of \$222, \$(241), and \$—, respectively	745	(807)	—
<b>Other Comprehensive Income (Loss)</b>	<u>745</u>	<u>(807)</u>	<u>—</u>
<b>Comprehensive Income</b>	<u>\$ 72,926</u>	<u>\$ 16,869</u>	<u>\$ 81,248</u>

See accompanying Notes to Consolidated Financial Statements

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**(Dollars in thousands, except share amounts)**

	Warrants	Common Stock		Treasury Stock		Loans to Stockholders	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
		Shares	Amount	Shares	Amount					
December 31, 2020	885,052	46,839,659	\$ 468	—	\$ —	\$ (3,500)	\$ 248,525	\$ 38,324	\$ —	\$ 283,817
Stock issued for Stock-Based Awards	—	718,985	7	—	—	—	4,226	—	—	4,233
Shares Surrendered by Stockholders	—	(140,737)	(1)	—	—	3,500	(3,499)	—	—	—
Initial Public Offering	—	10,454,545	105	—	—	—	225,224	—	—	225,329
Net Income	—	—	—	—	—	—	—	81,248	—	81,248
Income Tax Receivable Agreement	—	—	—	—	—	—	—	(115,200)	—	(115,200)
Amazon Warrants	758,608	—	—	—	—	—	5,600	—	—	5,600
Stock-based Compensation	—	—	—	—	—	—	5,562	—	—	5,562
December 31, 2021	1,643,660	57,872,452	\$ 579	—	\$ —	\$ —	\$ 485,638	\$ 4,372	\$ —	\$ 490,589
Stock issued for Stock-Based Awards	—	345,195	3	—	—	—	1,983	—	—	1,986
Net Stock Settlement of Stock-Based Awards	—	—	—	1,823	(52)	—	—	—	—	(52)
Common Stock Repurchases	—	—	—	890,586	(17,553)	—	(7,501)	—	—	(25,054)
Net Income	—	—	—	—	—	—	—	17,676	—	17,676
Amazon Warrants	758,608	—	—	—	—	—	5,600	—	—	5,600
Stock-based Compensation	—	—	—	—	—	—	2,774	—	—	2,774
Other Comprehensive Loss	—	—	—	—	—	—	—	—	(807)	(807)
December 31, 2022	2,402,268	58,217,647	\$ 582	892,409	\$ (17,605)	\$ —	\$ 488,494	\$ 22,048	\$ (807)	\$ 492,712
Stock issued for Stock-Based Awards	—	661,076	7	—	—	—	2,653	—	—	2,660
Net Stock Settlement of Stock-Based Awards	—	—	—	406	(8)	—	—	—	—	(8)
Common Stock Repurchases	—	—	—	4,694,907	(76,728)	—	7,501	—	—	(69,227)
Net Income	—	—	—	—	—	—	—	72,181	—	72,181
Amazon Warrants	821,825	—	—	—	—	—	6,066	—	—	6,066
Stock-based Compensation	—	—	—	—	—	—	9,274	—	—	9,274
Other Comprehensive Income	—	—	—	—	—	—	—	—	745	745
December 31, 2023	3,224,093	58,878,723	\$ 589	5,587,722	\$ (94,341)	\$ —	\$ 513,988	\$ 94,229	\$ (62)	\$ 514,403

See accompanying Notes to Consolidated Financial Statements

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED STATEMENTS OF CASH FLOWS (Dollars in thousands)**

	Year Ended December 31,		
	2023	2022	2021
<b>Net Income</b>	\$ 72,181	\$ 17,676	\$ 81,248
<b>Adjustments to reconcile Net Income to Cash from Operating Activities:</b>			
Depreciation and Amortization	88,151	67,641	57,075
Tax Receivable Agreement Adjustment	(331)	5,000	(16,400)
Operating Lease Right-of-use Assets	4,291	1,538	16,477
Gain on Asset Transactions, net	(1,305)	(1,107)	(5)
Unrealized Gain on Fuel Derivatives	—	—	(3,527)
Amortization of Over-market Liabilities	(687)	(2,837)	(5,236)
Amortization of Over-market Assets	1,300	—	—
Deferred Income Taxes	21,886	4,893	18,609
Amazon Warrants Vested	6,066	5,600	5,600
Stock-based Compensation Expense	9,274	2,774	5,562
Amortization of Debt Issuance Costs and Debt Securities	(1,764)	172	1,239
Property & Equipment Write-Off	184	—	—
Loss on Extinguishment of Debt	—	1,557	1,224
<b>Changes in Operating Assets and Liabilities:</b>			
Accounts Receivable	(2,667)	(3,312)	(481)
Inventory	(1,458)	(3,014)	(484)
Prepaid Expenses	(4,394)	(2,918)	(510)
Lessor Maintenance Deposits	(12,047)	(13,005)	(8,089)
Aircraft Deposits	(457)	(2,583)	445
Other Assets	(2,881)	(8,403)	2,351
Accounts Payable	(3,028)	17,623	5,820
Accrued Transportation Taxes	430	4,930	6,853
Air Traffic Liabilities	1	39,433	17,486
Loyalty Program Liabilities	(1,701)	(4,281)	(2,351)
Operating Lease Obligations	(4,387)	(1,718)	(37,101)
Other Liabilities	7,463	1,781	13,171
<b>Net Cash Provided by Operating Activities</b>	<b>174,120</b>	<b>127,440</b>	<b>158,976</b>
<b>Cash Flows from Investing Activities:</b>			
Purchases of Property & Equipment	(218,160)	(187,922)	(123,332)
Proceeds from the Sale of Property & Equipment	4,953	2,451	56
Proceeds from Insurance Settlements	—	8,865	—
Purchases of Investments	(95,535)	(178,960)	(1,797)
Proceeds from the Sale of Investments	291	1,236	1,137
Proceeds from the Maturities of Investments	137,220	5,000	—
<b>Net Cash Used in Investing Activities</b>	<b>(171,231)</b>	<b>(349,330)</b>	<b>(123,936)</b>
<b>Cash Flows from Financing Activities:</b>			
Cash Received from Stock Offering	—	—	235,894
Costs of Stock Offering	—	—	(8,384)
Proceeds from Stock Option and Warrant Exercises	2,660	1,965	4,233
Taxes Paid for Net Stock Settlement of Stock-Based Awards	(8)	(31)	—
Common Stock Repurchases	(68,585)	(25,054)	—
Proceeds from Borrowings	119,200	188,277	80,500
Repayment of Finance Lease Obligations	(21,883)	(42,062)	(11,931)
Repayment of Borrowings	(69,276)	(113,492)	(85,370)
Payment of Tax Receivable Agreement Liability	(2,425)	—	—
Debt Issuance Costs	(1,820)	(2,570)	(2,560)
<b>Net Cash (Used in) Provided by Financing Activities</b>	<b>(42,137)</b>	<b>7,033</b>	<b>212,382</b>
<b>Net (Decrease) Increase in Cash, Cash Equivalents and Restricted Cash</b>	<b>(39,248)</b>	<b>(214,857)</b>	<b>247,422</b>
<b>Cash, Cash Equivalents and Restricted Cash--Beginning of the Period</b>	<b>102,928</b>	<b>317,785</b>	<b>70,363</b>
<b>Cash, Cash Equivalents and Restricted Cash--End of the Period</b>	<b>\$ 63,680</b>	<b>\$ 102,928</b>	<b>\$ 317,785</b>

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Dollars in thousands)**

	Year Ended December 31,		
	2023	2022	2021
<b>Supplemental information:</b>			
Cash Payments for Interest	\$ 41,454	\$ 24,051	\$ 23,601
Cash Payments for Income Taxes, net	1,498	1,691	172
<b>Non-cash transactions:</b>			
Settlement of Accelerated Share Repurchase Program	7,501	—	—
Aircraft and Flight Equipment Acquired through Finance Leases	18,419	40,480	91,134
Changes to Finance Lease Assets due to Lease Modifications	26,427	46,311	—
Aircraft and Flight Equipment Acquired from Exercise of Finance Lease Purchase Option, net of Accumulated Depreciation	2,386	28,012	—
Purchases of Property & Equipment in Accounts Payable	3,035	4,367	221
Property & Equipment Acquired through Maintenance Contract Incentive Liability	2,149	—	—
Operating Lease Deposits Applied Against the Purchase of Aircraft	—	1,085	3,296
Derecognition of Operating Lease Right-of-Use Assets, net due to Purchase Aircraft and Flight Equipment	—	8,674	41,135
Derecognition of Operating Lease Obligations due to Purchase Aircraft and Flight Equipment	\$ —	\$ 8,674	\$ 44,726

The following provides a reconciliation of Cash, Cash Equivalents and Restricted Cash to the amounts reported on the Consolidated Balance Sheets:

	December 31,		
	2023	2022	2021
Cash and Cash Equivalents	\$ 46,279	\$ 92,086	\$ 309,338
Restricted Cash	17,401	10,842	8,447
Total Cash, Cash Equivalents and Restricted Cash	\$ 63,680	\$ 102,928	\$ 317,785

See accompanying Notes to Consolidated Financial Statements

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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**1. COMPANY BACKGROUND**

Sun Country Airlines Holdings, Inc. (together with its consolidated subsidiaries, "Sun Country" or the "Company") is the parent company of Sun Country, Inc., which is a certificated air carrier providing scheduled passenger service, air cargo service, charter air transportation and related services. Services are provided to the general public, cargo customers, military branches, collegiate and professional sports teams, wholesale tour operators, schools, companies and other individual entities for air transportation to various U.S. and international destinations. Except as otherwise stated, the financial information, accounting policies, and activities of Sun Country Airlines Holdings, Inc. are referred to as those of the "Company" or "Sun Country".

**Equity Transactions**

When certain investment funds managed by affiliates of Apollo Global Management, Inc. (the "Apollo Funds") purchased the Company in 2018, SCA Horus Holdings, LLC, (the "Apollo Stockholder") was issued 5,326,755 shares of common stock of SCA Acquisition Holdings, LLC with no par value. Also in 2018, SCA Acquisition Holdings, LLC issued 40,005,885 warrants to the Apollo Stockholder allowing it to acquire shares of common stock of SCA Acquisition Holdings, LLC at the exercise price of approximately \$0.0005 per share. On January 31, 2020, all 40,005,885 outstanding warrants were exercised to purchase common stock of SCA Acquisition Holdings, LLC.

In conjunction with the issuance of 1,416,645 shares of common stock of SCA Acquisition Holdings, LLC in 2018 to two stockholders, the Company issued recourse promissory notes of \$3,500, which are included as Loans to Stockholders on the Consolidated Statements of Changes in Stockholders' Equity. In February of 2021, these promissory notes were repaid in full with equivalent shares of stock.

On January 31, 2020, SCA Acquisition Holdings, LLC was converted into a Delaware corporation pursuant to a statutory conversion and changed its name to Sun Country Airlines Holdings, Inc. In connection with the conversion to a corporation, all of the outstanding shares, warrants and options were converted into shares or rights to shares of Sun Country Airlines Holdings, Inc.

**2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Principles of Consolidation** – The consolidated financial statements include the accounts of Sun Country Airlines Holdings, Inc. and its subsidiaries and have been prepared in accordance with U.S. GAAP. All material intercompany balances and transactions have been eliminated in consolidation. The Company reclassified certain prior period amounts to conform to the current period presentation. The Company operates its fiscal year on a calendar year basis.

**Use of Estimates** – The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates. Significant areas of judgment relate to passenger revenue recognition, maintenance under the built-in overhaul method, lease accounting, impairment of long-lived and intangible assets, and air traffic liabilities.

Management believes that all adjustments necessary for the fair presentation of results, consisting of normally recurring items, have been included in the Consolidated Financial Statements.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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**A summary of significant accounting policies consistently applied in the preparation of the accompanying financial statements is as follows:**

**Revenue Recognition** – Scheduled Service, Charter Service, and most ancillary revenues are recognized when the passenger flight occurs. Revenues exclude amounts collected on behalf of other parties, including transportation taxes.

*Scheduled Service.* The Company initially defers ticket sales as an Air Traffic Liability and recognizes revenue when the passenger flight occurs. Unused non-refundable tickets expire at the date of scheduled travel and are recorded as revenue unless the customer notifies the Company in advance of such date that the customer will not travel. If notification is made, a travel credit is created for the face value, including ancillary fees, less applicable change fees. Travel credits may generally be redeemed toward future travel for up to 12 months after the date of the original booking. Therefore, these credits are recorded as a current liability on the Company's Consolidated Balance Sheets. The Company records an estimate for travel credits that will expire unused, otherwise known as breakage, in Passenger Revenue upon issuance of the travel credit. The estimated breakage rate is primarily based on historical experience of travel credit activity and other factors that may not be indicative of future trends, such as the COVID-19 pandemic, program changes or modifications that could affect the ultimate usage patterns of tickets and travel credits. The Company continuously monitors its breakage rate assumptions and may adjust its estimated breakage rate in the future. Changes in the Company's estimated breakage rate impact revenue recognition prospectively. The Company currently accounts for direct selling costs, including credit card fees, and commissions, in accordance with the terms of each service. The expense is deferred and recognized when the travel occurs.

*Ancillary.* Ancillary revenue consists primarily of revenue generated from air travel-related services such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales, which are recognized when the associated flight occurs. Revenue for change fees is deferred and recognized when the passenger travel occurs. Fees received in advance of the flight date are initially recorded as an Air Traffic Liability.

*Charter.* Our Charter business includes ad hoc, repeat, short-term and long-term service contracts that typically include pass-through fuel arrangements. Under these Charter agreements, the Company is obligated to provide aircraft, crew, maintenance, and insurance for travel. Customers are generally responsible for aircraft fuel, transportation taxes, and certain other flight expenses, which are typically arranged by the Company. When functioning as the customers' agent for arranging such services, the Company records amounts reimbursable from the customer as revenues, net of the associated costs incurred to fulfill the performance obligations. In certain situations, the Company may be responsible for the aforementioned costs and is reimbursed by the customer. In these situations, the Company is the principal. The reimbursed costs are recognized as revenue and the costs are recognized as expenses on the Company's Statement of Operations.

Revenue is recognized as the services are performed based on Block Hours operated on behalf of customers. The typical lead time for a charter flight is significantly less than one year; therefore, the Company does not capitalize costs related to obtaining the contract.

*Cargo.* The ATSA is a six-year contract signed on December 13, 2019, and includes two, two-year extensions exercisable at Amazon's option, providing for a total term of ten years if both extension options are exercised. Each extension must be exercised with at least 180 days' prior written notice before the expiration of the then-current term. The ATSA has annual rate escalations. Cargo revenue is typically recognized based on hours flown, number of flights, and the number of aircraft operated during a reporting period.

The ATSA contains three performance obligations: Flight Services, Heavy Maintenance and Fuel. As Sun Country is the principal in providing Flight Services, revenue and related costs are recognized gross on the Statement of Operations. Sun Country acts as the agent in providing the Heavy Maintenance and Fuel performance obligations, which are reimbursed by Amazon based on the actual costs incurred. Consumption of

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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aircraft fuel and heavy maintenance are recognized in revenue, net of the associated costs incurred to fulfill the performance obligations.

The ATSA with Amazon consists of three main revenue components; a fixed amount is received each month per aircraft, a fixed amount is received each month per flight, and an amount per block hour is received each month. The ATSA contains a SLA and penalties for certain delays and cancellations. The SLA can result in a bonus or penalty for the month depending on the Company's performance. When determining the transaction price, the Company will estimate the variable consideration and consideration payable to Amazon over the contract term. Each period, the Company updates its estimate for the variable consideration and consideration payable to the customer and treats the adjustment as an adjustment to the transaction price. When updating the estimate, the Company considers whether there are any changes in expected block hours, changes in expected bonuses or penalties based on performance, changes in warrants expected to be issued, and changes in reimbursable costs. The transaction price is allocated to the performance obligations based on their relative standalone selling price. The transaction price for Flight Services, which includes an upfront payment for startup costs, is reduced by the estimated value of warrants to be issued to Amazon based on expected performance under the ATSA.

**Loyalty Program Accounting** – The Company records a liability for loyalty points earned by passengers under its Sun Country Rewards program using two methods: 1) a liability for points that are earned by passengers on purchases of the Company's services is established by deferring revenue based on the redemption value net of breakage, and 2) a liability for points attributed to loyalty points issued to the Company's co-branded credit card holders is established by deferring a portion of payments received from the Company's co-branded agreement. The Company's Sun Country Rewards program allows for the redemption of loyalty points to include payment towards air travel, land travel, taxes, and other ancillary purchases. The Company determines the standalone selling price of loyalty points issued using a redemption value approach, which considers the value a passenger will receive upon redemption of the loyalty points. Consideration allocated to loyalty points is deferred, net of estimated breakage, and recognized as Passenger Revenue when both the loyalty points have been redeemed and the passenger travel occurs. The Company estimates breakage for loyalty points that are not likely to be redeemed. These estimates are based on historical experience of loyalty point redemption activity and other factors, such as program changes and modifications that could affect the ultimate usage pattern of loyalty points. The current portion of the Loyalty Point Liability is an estimate primarily based on historical redemption patterns over the past 12 months, as well as other factors that may not be indicative of historical trends.

Under the Company's co-branded credit card program, funds received for the marketing of a co-branded credit card and delivery of loyalty points are accounted for as a multiple-deliverable arrangement. The arrangement has two distinct performance obligations: loyalty points to be awarded, and brand and marketing. Funds received are allocated based on relative standalone selling price. Revenue for the brand and marketing performance obligation is recognized as revenue when earned and recorded in Other Revenue. Consideration allocated to loyalty points is deferred and recognized as Passenger Revenue when both the loyalty points have been redeemed and the passenger travel occurs.

**Cash and Equivalents** – The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. The Company maintains cash balances at several financial institutions; at times, such balances may be in excess of insurance limits. The Company has not experienced any losses on these balances.

**Restricted Cash** – The Company's Restricted Cash balance primarily relates to Charter revenue receipts received prior to the date of transportation. These amounts are also recorded as a component of the Company's Air Traffic Liabilities. DOT regulations require that Charter revenue receipts received prior to the date of transportation are maintained in a separate third-party escrow account. The restrictions are released once transportation is provided, which is typically within 12 months of booking. For that reason, the balance of Restricted Cash is classified as a current asset on the Company's Consolidated Balance Sheets.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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**Investments** – The Company's investments consist of Debt Securities and Certificates of Deposit. The Certificates of Deposit are recorded at cost, plus accrued interest. These certificates serve as collateral for letters of credit required by various airports and other vendors. All of the certificates have original maturities greater than 90 days.

The Debt Securities are classified as Current Assets on the Consolidated Balance Sheets because the securities are highly liquid and are available to be quickly converted into known amounts of cash to fund current operations. These investments have original maturities of three months or greater. Most of the Company's Debt Securities will mature within one year. The Company limits its exposure to any one issuer or market sector, and largely limits its investments to investment grade quality securities. Securities downgraded below policy minimums after purchase will be disposed of in accordance with the Company's investment policy.

The Company's Debt Securities are classified as Available-for-Sale and are reported at fair value on the Company's Consolidated Balance Sheets. Unrealized gains and losses on the Company's Available-for-Sale securities are excluded from Net Income and are reported as a component of Accumulated Other Comprehensive Income, net of income tax effects, within Stockholders' Equity on the Consolidated Balance Sheets until realized. Realized gains and losses are recorded using the specific identification method and reflected in Other, net within Non-operating Income (Expense), net on the Company's Consolidated Statement of Operations. The Company did not realize any gains or losses on its Available-for-Sale investments for the years ended December 31, 2023 and 2022. Premiums and discounts recorded on Available-for-Sale debt securities are accounted for in Interest Income within Non-operating Income (Expense), net on the Company's Consolidated Statement of Operations.

At each reporting period, the Company assesses its Available-for-Sale investments in an unrealized loss position to determine whether an impairment exists. The Company will record an impairment if management intends to sell an impaired security, will likely be required to sell a security before recovery of the entire amortized cost, or the same level of collectible cash flows from the security is no longer expected. The entire impairment will be included in Other, net within Non-operating Income (Expense), net on the Company's Consolidated Statement of Operations. The Company did not recognize any impairment losses on its Available-for-Sale investments for the years ended December 31, 2023 and 2022.

**Accounts Receivable** – Accounts Receivable are recorded at the amount due from customers and do not bear interest. They consist primarily of amounts due from Amazon, credit card companies associated with ticket sales and Charter Service customers. The Company's Accounts Receivable balances at December 31, 2023 and 2022 also included \$664 and \$1,000, respectively, due from aircraft lessors related to maintenance deposits. Accounts outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance for credit losses by considering a number of factors, including the length of time accounts receivable are past due, the Company's previous loss history, the customer's current ability to pay its obligation to the Company, and the condition of the general economy and the industry as a whole. During the years ended December 31, 2023, 2022 and 2021, \$127, \$70 and \$17 in Accounts Receivable were written off, respectively.

**Lessor Maintenance Deposits** – Certain of the Company's aircraft lease agreements provide that the Company pay maintenance reserves monthly to aircraft lessors to be held as collateral in advance of major maintenance activities required to be performed by the Company. Generally, maintenance reserve payments are variable based on actual flight hours or cycles. These lease agreements provide that maintenance reserves are reimbursable to the Company upon completion of the maintenance event in an amount equal to the lesser of (1) the amount of the maintenance reserve held by the lessor associated with the specific maintenance event or (2) the qualifying costs related to the specific maintenance event.

Maintenance reserve payments that are expected to be recoverable via reimbursable expenses are reflected as Lessor Maintenance Deposits on the accompanying Consolidated Balance Sheets. These deposits are expected to be reimbursed to the Company upon performance of maintenance activities. Upon completion of the maintenance event, the lessor is billed and the amount due is recorded in Accounts Receivable. Lessor



**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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Maintenance Deposits deemed improbable of recovery are expensed as incurred and recorded within Aircraft Rent.

The Company makes certain assumptions at the inception of the lease and at each Balance Sheet date to determine the recoverability of maintenance deposits. These assumptions are based on various factors, such as the estimated time between the maintenance events, the cost of such maintenance events, the date the aircraft is due to be returned to the lessor, and the estimated number of flight hours and cycles the aircraft is to be utilized before it is purchased or returned to the lessor. Changes in estimates are accounted for on a prospective basis. As of December 31, 2023, all maintenance deposits are estimated to be recoverable either through reimbursable maintenance events or through application towards the purchase of the aircraft.

On the Acquisition Date, the Company established a contra-asset to represent the Company's obligation to perform planned maintenance events on leased aircraft held as of the Acquisition Date. As reimbursable maintenance events were performed and maintenance expense was incurred, the contra-asset was recognized as a reduction to Maintenance expense as reimbursable maintenance events are performed. Further, any balance remaining at the end of the lease term may be applied towards the purchase price of the leased aircraft. As of December 31, 2023 and 2022, the remaining balance of the contra-asset was \$13,211.

**Inventory** – Inventories primarily consist of expendable parts related to flight equipment, which cannot be economically repaired, reconditioned or reused after removal from the aircraft, are carried at average cost and charged to operations as consumed. An allowance for obsolescence and excess is provided over the remaining useful life of the related fleet for spare parts expected to be on hand at the date that aircraft type is retired from service. These parts are assumed to have an estimated residual value of 10% of the original cost.

**Leases** – Lease classification is evaluated by the Company at lease commencement and when significant amendments are executed. The Company's leases generally do not provide a readily determinable implicit rate; therefore, the Company estimates the incremental borrowing rate to discount lease payments based on information available at lease commencement. The lease term consists of the noncancellable period of the lease and periods covered by options to extend the lease if the Company is reasonably certain to exercise the option. For leases of 12 months or less, the Company expenses lease payments on a straight-line basis over the lease term.

*Operating Lease Right-of-Use Asset and Liabilities*

For all operating leases with a term greater than 12 months, the Company recognizes a right-of-use asset and a lease liability at the lease commencement date based on the estimated present value of future minimum lease payments, which includes certain lease and non-lease components, over the lease term. Operating Lease Right-of-use Assets and Operating Lease Obligations have their own lines on the Consolidated Balance Sheets.

*Finance Leases*

Finance leases are initially recorded at the net present value of future minimum lease payments, which includes certain lease and non-lease components. Finance leases generally have one of these five attributes: 1) ownership of the underlying asset transfers to the Company at the end of the lease term, 2) the lease agreement contains a purchase option that the Company is reasonably certain to exercise, 3) the lease term represents the major part of the asset's economic life, 4) the present value of lease payments over the lease term equals or exceeds substantially all of the fair value of the asset, and 5) the underlying asset is so specialized in nature that it provides no alternative use to the lessor after the lease term. Finance Lease Assets are presented separately on the Consolidated Balance Sheets. The Company depreciates Finance Lease Assets consistent with its useful life policy presented in the table below.

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)***Leased Aircraft Return Costs*

The Company's aircraft lease agreements often contain provisions that require the Company to return aircraft airframes, engines, and other aircraft components to the lessor in a certain condition or pay an amount to the lessor based on the airframe and engine's actual return condition. Lease return costs are recognized beginning when it is probable that such costs will be incurred and they can be estimated. The Company assesses the need to accrue lease return costs periodically throughout the year or whenever facts and circumstances warrant an assessment. When costs become both probable and estimable, lease return costs are expensed as a component of Aircraft Rent expense on the Consolidated Statements of Operations.

**Property & Equipment** – Property and equipment are recorded at cost or fair value at the Acquisition Date and depreciated, when the asset is ready for its intended use, on a straight-line basis to an estimated residual value over their estimated useful lives or lease term (if applicable), whichever is shorter, as follows:

Airframes	10-25 years (depending on age)
Engines – Core	7 or 12 years (based on remaining cycles)
Engines - Initial Greentime (time remaining until the first scheduled major maintenance event)	1 <sup>st</sup> scheduled maintenance event
Leasehold Improvements, Aircraft, Other	3-25 years (or life of lease, if shorter)
Office and Ground Equipment	5-7 years
Computer Hardware and Software	3-5 years
Property and Equipment under Finance Leases <sup>(1)</sup>	Lesser of the lease term or economic life
Rotable Parts	Average remaining life of aircraft fleet, currently estimated to be 10 years

(1) For finance leases where the Company is reasonably certain to exercise the purchase option, the lease asset value is assigned to the engine and airframe components which are depreciated on a straight-line basis in accordance with the useful lives outlined in the table above.

Our tangible assets consist primarily of Aircraft and Flight Equipment, which are mobile across geographic markets. Therefore, assets are not allocated to specific geographic regions.

Modifications that enhance the operating performance or extend the useful lives of leased airframes are considered leasehold improvements and are capitalized and depreciated over the economic life of the asset or the term of the lease, whichever is shorter. Similar modifications made to owned aircraft are capitalized and depreciated consistent with the Company's policy.

The Company capitalizes certain internal and external costs associated with the acquisition and development of internal-use software for new products, and enhancements to existing products, that have reached the application development stage and meet recoverability tests. Capitalized costs include external direct costs of materials and services utilized in developing or obtaining internal-use software, and labor cost for employees who are directly associated with, and devote time to, internal-use software projects.

The Company depreciates Rotable Parts to an estimated residual value using the pooling life method. Depreciation under the pooling life method is calculated over the estimated average useful life of the passenger aircraft fleet.

The Company capitalizes certain costs of activities necessary to get the asset ready for its intended use. Capitalized interest represents interest costs incurred during the aircraft induction period, capitalization ceases when the asset is ready for service.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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**Airframe and Engine Maintenance** – The Company accounts for non-major maintenance and repair costs incurred, as well as major maintenance costs of owned airframes, all leased airframes, and engines acquired via operating leases, using the expense as incurred method. Certain costs covered by third-party maintenance agreements are charged to expense based on fleet utilization, as defined by the contract. These expenses are reported as a component of Maintenance expense on the accompanying Consolidated Statements of Operations.

The Company applies the built-in overhaul method for significant maintenance costs of owned engines, as well as to engines acquired via finance leases where the Company is reasonably certain to exercise a purchase option. Under this method, engine values are separated into amounts for life limited parts and “greentime”, representing the value of the engine for the time on-wing remaining until the next anticipated major maintenance event. Life limited parts are capitalized based on catalog rates published by the original equipment manufacturer and depreciated over their estimated useful lives. Initial engine “greentime” and subsequent major engine maintenance events are capitalized and depreciated until the next anticipated major maintenance event, assuming no residual value. The period until the next scheduled major maintenance event is estimated based on assumptions such as estimated cycles, hours, and months, required maintenance intervals, and the age/condition of related parts. These assumptions may change based on forecasted aircraft utilization changes, updates to government regulations, and manufacturer maintenance intervals, as well as unplanned incidents causing damage requiring a major maintenance event prior to a scheduled visit. If the estimated timing of the next maintenance event changes, the related depreciation period changes prospectively. These expenses are reported as a component of Depreciation and Amortization on the accompanying Consolidated Statements of Operations.

**Asset Impairment Analysis** – Long-lived assets, such as Property & Equipment and Finite-Lived Intangible Assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset (or asset group) may not be recoverable. If circumstances require a long-lived asset or asset group be tested for impairment, the Company first compares the undiscounted cash flows expected to be generated by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined using various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary.

No impairment losses on the Company's long-lived assets were recognized during the years ended December 31, 2023, 2022 or 2021.

**Goodwill and Other Intangible Assets** – Goodwill represents the excess purchase price over the estimated fair value of net assets acquired in a business combination. Indefinite-Lived Intangible Assets represents a tradename acquired in a business combination. Finite-Lived Intangible Assets represent customer relationships acquired in a business combination and over-market lease assets acquired when the Company purchased five Owned Aircraft Held for Operating Lease. Goodwill and Other Indefinite-Lived Intangible Assets must be tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that they might be impaired. Goodwill is tested at the reporting unit level. The Company has two reporting units: Passenger and Cargo, all Goodwill is related to the passenger reporting unit.

Finite-Lived Intangible Assets are amortized over an estimated useful life. The estimated useful life for the Company's customer relationship intangible asset was based on several factors, including the effects of demand, competition, contractual relationship, and other business factors. The Company concluded that the customer relationships Finite-Lived Intangible Assets have an estimated life of 12 years and are being amortized over this period on a straight-line basis. The Company's over-market lease asset will be amortized over the remaining lease terms for the respective aircraft, which ranged from 1.2-2.7 years as of the acquisition date and 0.9-1.9 years remain as of December 31, 2023. See [Note 6](#) included within these Consolidated Financial Statements for more information on the Company's over-market lease asset.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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The value of Goodwill and Other Indefinite-lived Intangible Assets is assessed under either a qualitative or quantitative approach. Under a qualitative approach, the Company considers various market factors, including certain key assumptions, such as the market value of the airline and other airlines, fuel prices, the overall economy, passenger yields and changes to the regulatory environment. The Company analyzes these factors to determine if events and circumstances have affected the fair value of Goodwill and Other Indefinite-lived Intangible Assets. If it is determined that it is more likely than not that the asset may be impaired, the Company uses a quantitative approach to determine the reporting unit or intangible asset's fair value incorporating the key assumptions listed below. An impairment charge is recorded for the amount of carrying value that exceeds the determined fair value as of the testing date.

When the Company evaluates Goodwill or its Other Indefinite-Lived Intangible Assets for impairment using a quantitative approach, the Company utilizes market and income approach valuation techniques. These measurements include the following key assumptions, 1) forecasted revenues, expenses and cash flows, 2) current discount rates, 3) observable market transactions, and 4) anticipated changes to the regulatory environment. These assumptions are consistent with those that hypothetical market participants would use. Because the Company is required to make estimates and assumptions when evaluating Goodwill and Other Indefinite-Lived Intangible Assets for impairment, actual transaction amounts may differ materially from these estimates.

The Company performed its most recent annual Goodwill and Other Indefinite-Lived Intangible Assets impairment analysis as of October 1, 2023. The Company did not recognize any impairment losses for the years ended December 31, 2023, 2022 or 2021.

**Income Taxes** – Deferred income taxes are recognized for the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year end based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce Deferred Tax Assets to the amount expected to be realized. All Deferred Tax Assets and Liabilities, along with any related valuation allowance, are classified as noncurrent on the Consolidated Balance Sheets. Interest and penalties on uncertain tax positions, to the extent they exist, are included in the Company's provision for income taxes. The provision for income taxes represents the current tax expense for the period and the change during the period in Deferred Tax Assets and Liabilities.

**TRA Liability** – In connection with the Company's IPO, the legal entity Sun Country Airlines Holdings, Inc. entered into a TRA with pre-IPO stockholders (the "TRA holders"). The TRA provides for the payment by the Company to the TRA holders of 85% of the amount of cash savings, if any, in U.S. federal, state, local, and foreign income tax that the Company actually realizes (or are deemed to realize in certain circumstances) as a result of certain tax attributes that existed at the time of the IPO (the "Pre-IPO Tax Attributes"). The Company will retain the benefit of the remaining 15% of these cash savings.

Prior to the expiration of the dividend and capital distribution restrictions included in the CARES Act on September 30, 2022, the TRA Liability was subject to adjustments as a result of changes in taxable income earned during the restricted period. Future adjustments in the TRA liability balance and/or timing of TRA liability payments are contingent upon, among other things, 1) generation of future taxable income over the term of the TRA, 2) the Company's participation in future government programs, and 3) future changes in tax laws. All adjustments to the TRA liability were recorded in Other, net within Non-Operating Income (Expense), net in the Company's Consolidated Statements of Operations.

Pursuant to certain CARES Act restrictions, payments under the TRA were prohibited through September 30, 2022. The Company began making TRA payments during the year ended December 31, 2023. TRA payments are classified as Financing Activities in the Company's Consolidated Statement of Cash Flows. The portion of the TRA expected to be paid in 2024 is reflected as a current liability on the Consolidated Balance Sheets. All other amounts are reflected as a non-current liability on the Consolidated Balance Sheets.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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**Aircraft Fuel** - Aircraft fuel expense includes jet fuel, federal and state taxes, other fees and the mark-to-market gains and losses associated with the Company's fuel derivative contracts since it does not apply hedge accounting. As of December 31, 2023 and 2022, the Company had no outstanding fuel derivative contracts.

**Sales and Marketing** - Sales and Marketing expense includes credit card processing fees, travel agent commissions and related global distribution systems fees, advertising, sponsorship and distribution costs, such as the costs of our call centers, and costs associated with our loyalty program. The Company expenses advertising costs as incurred.

**Equity Incentive Plan** - Under its Equity Incentive Plan, the Company has primarily issued Time-Based Stock Options, Performance-Based Stock Options, Restricted Stock and RSUs awards. Further, the Company has elected to account for forfeitures as they occur, rather than forecasting the future forfeitures. If an award is forfeited prior to vesting, the associated reduction in expense is reflected net in stock-based compensation expense in that period. Stock compensation expense is reported as a component of Salaries, Wages, and Benefits within the Company's Consolidated Statement of Operations. See [Note 10](#) for further information on the Equity Incentive Plan.

**Earnings per Share** - Basic earnings per share, which excludes dilution, is computed by dividing Net Income available to common stockholders by the weighted average number of shares of common stock outstanding for the period. Diluted earnings per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock. The number of incremental shares from the assumed issuance of shares relating to securities or other contracts to issue common stock is calculated by applying the treasury stock method. The treasury stock method assumes a hypothetical issuance of shares to settle the securities or other contracts to issue common stock, with the assumed proceeds used to purchase common stock at the average market price for the period. Assumed proceeds include the amount to be paid upon exercise, if applicable, and the average unrecognized compensation cost. The difference between the number of shares assumed issued and number of shares assumed purchased represents the dilutive shares.

Warrants held by Amazon are included in the calculation of dilutive weighted average shares outstanding as of the date the warrants vest to the extent the impact is dilutive. The unvested warrants have not been included in dilutive shares as their performance condition has not been satisfied.

During the year ended December 31, 2023, all conditions associated with the time-based and performance-based options granted under the SCA Acquisition Holdings, LLC Amended and Restated Equity Incentive Plan were met. As a result, 100% of the performance-based stock options vested and are included in the calculation of dilutive shares to the extent the impact is dilutive. Prior to this, the performance conditions for the Company's unvested performance-based stock options were assessed quarterly and were included in the calculation of dilutive shares to the extent that the performance conditions had been met and the impact would be dilutive.

**Concentration Risk**

Approximately 27% and 33% of the Company's Accounts Receivable balances as of December 31, 2023, and 2022 were due from Amazon, respectively. In addition, approximately 21% and 16% of the Company's Accounts Receivable balances as of December 31, 2023 and 2022, were due from one financial institution for tickets purchased via credit cards.

Approximately 59% and 69% of the Company's fuel purchases were made from three vendors for the years ended December 31, 2023 and 2022. Approximately 54% of the Company's fuel purchases were made from two vendors for the year ended December 31, 2021.

Approximately 65% of the Company's workforce were under union contracts as of December 31, 2023 with four different unions: ALPA, IBT, TWU and AMFA. As of December 31, 2023, approximately 66% of the Company's

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Dollars in thousands, except per share and share amounts)

union workforce are under contracts that are being negotiated, have become amendable or will expire within the next year.

**Recently Adopted Accounting Standards**

During the year ended December 31, 2023, there were no recently adopted accounting standards that had a material impact to the Company.

**3. REVENUE**

Sun Country is a certificated air carrier generating Operating Revenues from Scheduled Service, Charter Service, Ancillary, Cargo and Other revenue. Scheduled Service revenue mainly consists of base fares. Charter Service revenue is primarily generated through service provided to the DoD, collegiate and professional sports teams, and casinos. Ancillary revenues consist of revenue earned from air travel-related services such as baggage fees, seat selection and upgrade fees, priority check-in and boarding fees, other fees and on-board sales. Cargo consists of revenue earned from flying cargo aircraft for Amazon under the ATSA. Other Revenue consists primarily of revenue from services in connection with Sun Country Vacations products and rental revenue related to certain transactions where the Company acts as an aircraft lessor.

The significant categories comprising Operating Revenues are as follows:

	Year Ended December 31,		
	2023	2022	2021
Scheduled Service	\$ 453,862	\$ 438,308	\$ 279,377
Charter	190,128	161,619	127,331
Ancillary	276,133	192,506	117,237
Passenger	920,123	792,433	523,945
Cargo	99,735	90,350	91,428
Other	29,762	11,661	7,642
Total Operating Revenue	\$ 1,049,620	\$ 894,444	\$ 623,015

The Company attributes and measures its Operating Revenue by geographic region as defined by the DOT for airline reporting based upon the origin of each passenger and cargo flight segment.

The Company's operations are highly concentrated in the U.S., but include service to many international locations, primarily based on Scheduled Service to Latin America during the winter season and on military Charter Services.

Total Operating Revenues by geographic region are as follows:

	Year Ended December 31,		
	2023	2022	2021
Domestic	\$ 1,008,582	\$ 857,764	\$ 597,005
Latin America	40,548	36,537	24,646
Other	490	143	1,364
Total Operating Revenue	\$ 1,049,620	\$ 894,444	\$ 623,015

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)****Contract Balances**

The Company's contract assets primarily relate to costs incurred to get Amazon cargo aircraft ready for service. The balances are included in Other Current Assets and Other Assets on the Consolidated Balance Sheets.

The Company's contract liabilities are comprised of: 1) ticket sales for transportation that has not yet been provided (reported as Air Traffic Liabilities on the Consolidated Balance Sheets), 2) outstanding loyalty points that may be redeemed for future travel and other non-air travel awards (reported as Loyalty Program Liabilities on the Consolidated Balance Sheets) and, 3) the Amazon Deferred Up-front Payment received (reported within Other Current Liabilities and Other Long-term Liabilities on the Consolidated Balance Sheets).

As part of the ATSA executed in December 2019, Amazon paid the Company \$10,300 toward start-up costs. Upon signing the ATSA, Amazon received 632,183 fully vested warrants to purchase the Company's common stock, with a fair value of \$4,667. This fair value was assigned to a portion of the \$10,300 cash received from Amazon and the remaining \$5,633 was recorded in Other Liabilities on the Company's Consolidated Balance Sheets. This deferred up-front payment is being amortized into revenue on a pro-rata basis over the initial six years of the ATSA and is immaterial on an annual basis.

Contract Assets and Liabilities are as follows:

	December 31,	
	2023	2022
<b>Contract Assets</b>		
Costs to fulfill contract with Amazon	\$ 1,493	\$ 2,195
<b>Total Contract Assets</b>	<b>\$ 1,493</b>	<b>\$ 2,195</b>
<b>Contract Liabilities</b>		
Air Traffic Liabilities	\$ 157,996	\$ 157,995
Loyalty Program Liabilities	13,737	15,437
Amazon Deferred Up-front Payment	2,225	3,271
<b>Total Contract Liabilities</b>	<b>\$ 173,958</b>	<b>\$ 176,703</b>

The balance in the Air Traffic Liabilities fluctuates with seasonal travel patterns. Most tickets can be purchased no more than 12 months in advance, therefore any revenue associated with tickets sold for future travel will be recognized within that timeframe. For the year ended December 31, 2023, \$154,055 of revenue was recognized in Passenger revenue that was included in the Air Traffic Liabilities as of December 31, 2022.

**Loyalty Program**

The Sun Country Rewards program provides loyalty awards to program members based on accumulated loyalty points. The Company records a liability for loyalty points earned by passengers under the Sun Country Rewards program using two methods: 1) a liability for points that are earned by passengers on purchases of the Company's services is established by deferring revenue based on the redemption value, net of estimated loyalty points that will expire unused, or breakage, and 2) a liability for points attributed to loyalty points issued to the Company's co-branded credit card holders is established by deferring a portion of payments received from the Company's co-branded agreement. The balance of the Loyalty Program Liabilities fluctuates based on seasonal patterns, which impacts the volume of loyalty points awarded through travel or issued to co-branded credit card and other partners (deferral of revenue) and loyalty points redeemed (recognition of revenue). Due to these reasons, the timing of loyalty point redemptions can vary significantly.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

Changes in the Loyalty Program Liabilities are as follows:

	2023	2022
Balance - January 1	\$ 15,437	\$ 19,718
Loyalty Points Earned	8,250	7,052
Loyalty Points Redeemed <sup>(1)</sup>	(9,950)	(11,333)
Balance - December 31	<u>\$ 13,737</u>	<u>\$ 15,437</u>

(1) Loyalty points are combined in one homogenous pool, that includes both air and non-air travel awards, and are not separately identifiable. As such, the revenue recognized is comprised of points that were part of the Loyalty Program Liabilities balance at the beginning of the period, as well as points that were earned during the period.

**4. EARNINGS PER SHARE**

The following table shows the computation of basic and diluted earnings per share:

	Year Ended December 31,		
	2023	2022	2021
Net Income	\$ 72,181	\$ 17,676	\$ 81,248
<b>Denominator:</b>			
Weighted Average Common Shares Outstanding - Basic	55,507,144	57,951,955	55,182,811
Dilutive effect of Stock Options, RSUs and Warrants <sup>(1)</sup>	3,017,508	3,094,640	4,141,229
Weighted Average Common Shares Outstanding - Diluted	<u>58,524,652</u>	<u>61,046,595</u>	<u>59,324,040</u>
Basic earnings per share	\$ 1.30	\$ 0.31	\$ 1.47
Diluted earnings per share	\$ 1.23	\$ 0.29	\$ 1.37

(1) There were 2,798,154, 3,178,533 and 3,636,771 performance-based stock options outstanding at December 31, 2023, 2022, and 2021, respectively. As of December 31, 2023, 2022, and 2021, 100.0%, 32.5% and none of the performance-based stock options had vested, respectively. As of December 31, 2022, 59% of the performance-based stock options were expected to vest, as compared to 75% in 2021.

The Company's anti-dilutive shares for the periods presented were immaterial to the Consolidated Financial Statements for the years ended December 31, 2023, 2022 and 2021.

**5. AIRCRAFT**

As of December 31, 2023, Sun Country's fleet consisted of 60 Boeing 737-NG aircraft, comprised of 55 Boeing 737-800s and five Boeing 737-900ERs.



**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

The following tables summarize the Company's aircraft fleet activity for the years ended 2023 and 2022, respectively:

	December 31, 2022	Additions	Reclassifications	Removals	December 31, 2023
<b>Passenger:</b>					
Owned	29	1	—	(1)	29
Finance leases <sup>(1)</sup>	11	—	2	—	13
Operating leases	2	—	(2)	—	—
Sun Country Airlines' Fleet	42	1	—	(1)	42
<b>Cargo:</b>					
Aircraft Operated for Amazon	12	—	—	—	12
<b>Other:</b>					
Owned Aircraft Held for Operating Lease	—	5	—	—	5
Subleased Aircraft <sup>(2)</sup>	—	1	—	—	1
Total Aircraft Operated	54	7	—	(1)	60

	December 31, 2021	Additions	Reclassifications	Removals	December 31, 2022
<b>Passenger:</b>					
Owned	21	5	4	(1)	29
Finance leases <sup>(3)</sup>	9	2	—	—	11
Operating leases	6	—	(4)	—	2
Sun Country Airlines' Fleet	36	7	—	(1)	42
<b>Cargo:</b>					
Aircraft Operated for Amazon	12	—	—	—	12
Total Aircraft Operated	48	7	—	(1)	54

(1) Two aircraft operating leases were reclassified into finance leases, as further described below.

(2) The head lease associated with this sublease is classified as a finance lease.

(3) Two aircraft operating leases were reclassified into finance leases and two separate aircraft finance lease purchase options were exercised, resulting in a net change of zero finance lease reclassifications.

During the year ended December 31, 2023, the Company acquired five 737-900ERs that are currently on lease to an unaffiliated airline. The five Owned Aircraft Held for Operating Lease were financed through a term loan arrangement. See [Note 6](#) of these Consolidated Financial Statements for more information on this transaction. Additionally, during the year ended December 31, 2023, the Company acquired one incremental aircraft and executed two lease amendments to purchase two aircraft at the end of their respective lease terms. The lease amendments modified the classification of these leases from operating leases to finance leases and have expiration dates in fiscal year 2024. During the year ended December 31, 2023, management retired one aircraft, the impact of which was not material. During the year ended December 31, 2023, the Company took control of one aircraft through a finance lease arrangement, which was subsequently subleased. The sublease expires in the fourth quarter of 2024. The aircraft will be delivered to Sun Country on the sublease expiry date and the aircraft will continue to be leased by the Company. The aircraft is expected to be inducted into the Company's fleet upon redelivery. Of the 34 Owned aircraft and Owned Aircraft Held for Operating Lease as of December 31, 2023, 31 were financed and three aircraft were unencumbered.

During the year ended December 31, 2022, the Company executed lease amendments to purchase two aircraft at the end of the lease term, which modified the lease classification from operating leases to finance leases with

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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expiration dates in fiscal year 2026 and retired one aircraft. Further, the Company purchased two aircraft previously classified as finance leases using proceeds from the issuance of Class A and Class B pass-through trust certificates (the "2022-1 EETC") and purchased two aircraft previously classified as operating leases. The Company also acquired seven incremental 737-800 aircraft, five of which were financed using proceeds from the 2022-1 EETC and two through a finance lease arrangement that is set to expire in fiscal year 2030.

Depreciation, amortization, and rent expense on aircraft is as follows:

Aircraft Status	Expense Type	Year Ended December 31,		
		2023	2022	2021
Owned	Depreciation	\$ 55,260	\$ 40,311	\$ 35,855
Finance Leased	Amortization	20,122	16,871	11,507
Operating Leased	Aircraft Rent <sup>(1)</sup>	2,281	8,768	17,653
		<u>\$ 77,663</u>	<u>\$ 65,950</u>	<u>\$ 65,015</u>

(1) Aircraft Rent expense includes credits for the amortization of over-market liabilities established at the Acquisition Date.

Depreciation expense on owned aircraft and amortization expense on finance leased aircraft are both classified in Depreciation and Amortization on the Consolidated Statements of Operations.

**6. ASSET ACQUISITIONS**

During the year ended December 31, 2023, the Company acquired five Owned Aircraft Held for Operating Lease. The table below reflects the cumulative balances of the five aircraft as of the acquisition dates:

Asset	Balance Sheet Classification	
Owned Aircraft Held for Operating Lease	Aircraft and Flight Equipment Held for Operating Lease	\$ 114,652
Maintenance Rights Asset	Aircraft and Flight Equipment Held for Operating Lease	39,533
Over-Market Asset	Other Intangible Assets, net	3,741
Total		<u>\$ 157,926</u>

The purchase price was assigned to the assets based upon their relative fair values as of the acquisition date. The Company estimated the fair value of the Owned Aircraft Held for Operating Lease principally based on market appraisals. The appraisals were based on an analysis of the economic conditions impacting both the airline industry and broader economy, the current fuel price environment, aircraft order data, passenger traffic levels, and qualitative and quantitative characteristics impacting the value of the acquired aircraft.

The fair value of the Maintenance Rights Asset was determined using a discounted cash flow method based on aircraft utilization levels at the time of the acquisition and the applicable rates as specified within the lease agreements.

The fair value of the Over-Market Asset was determined using a discounted cash flow model that involves the comparison of contractual lease cash flows to the estimated at-market lease payments for an aircraft of the same type and age.

The purchase of the Owned Aircraft Held for Operating Lease was financed using the proceeds from a term loan credit facility with a face amount of \$119,200 and the Company's cash. For more information on the term loan credit facility, see [Note 8](#) of these Consolidated Financial Statements.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**
**Owned Aircraft Held for Operating Lease**

The Company obtained outright ownership of the Owned Aircraft Held for Operating Lease upon purchase and assumed the position of lessor until the end of the related aircraft lease terms. The Company is entitled to fixed payments over the remaining lease term for each aircraft, which expire at various dates between the fourth quarter of 2024 and the fourth quarter of 2025. On each lease expiry date, the Owned Aircraft Held for Operating Lease will be redelivered to Sun Country and are expected to be inducted into the Company's fleet. The rental revenue associated with the Owned Aircraft Held for Operating Lease is recognized as it is earned and is included in Other Revenue. The Company has recognized \$17,689 of rental revenue during the year ended December 31, 2023.

**Maintenance Rights Asset**

Upon purchase of the Owned Aircraft Held for Operating Lease, the Company recognized a Maintenance Rights Asset which represents the Company's contractual right to receive the aircraft in a specified maintenance condition at the end of the lease. The acquired leases contain an end of lease compensation clause whereby the lessee is required to perform the maintenance tasks needed to physically restore the airframe and engines to full-life condition or remit a cash payment to compensate the Company for the maintenance shortfall. The asset represents the difference between the Owned Aircraft Held for Operating Lease's physical maintenance condition as of the purchase date and the contractual return condition at the end of the lease term. The Maintenance Rights Asset is not depreciated over the lease term, nor will it accrete as additional life is consumed on the aircraft.

**Over-Market Asset**

Upon purchase of the Owned Aircraft Held for Operating Lease, the Company recognized an intangible asset representing lease terms which are favorable to the lessor, as compared with market terms of similar leases. The asset will be amortized over the remaining lease terms for the respective aircraft, which range from 0.9-1.9 years as of December 31, 2023. The amortization will be recognized as contra-revenue, offsetting the rental revenue associated with the Owned Aircraft Held for Operating Lease included in Other Revenue.

**7. GOODWILL AND OTHER INTANGIBLE ASSETS**

Components of Goodwill and Other Intangible Assets were as follows:

	December 31, 2023		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Goodwill	\$ 222,223	\$ —	\$ 222,223
Intangible Assets with Finite Lives:			
Customer Relationships	48,000	(22,890)	25,110
Over-Market Asset	3,741	(1,300)	2,441
Intangible Assets with Indefinite Lives:			
Tradename	56,000	—	56,000
Total Other Intangible Assets	107,741	(24,190)	83,551
Total Goodwill and Other Intangible Assets	\$ 329,964	\$ (24,190)	\$ 305,774

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
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	December 31, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Value
Goodwill	\$ 222,223	\$ —	\$ 222,223
Intangible Assets with Finite Lives:			
Customer Relationships	48,000	(18,890)	29,110
Intangible Assets with Indefinite Lives:			
Tradename	56,000	—	56,000
Total Other Intangible Assets	104,000	(18,890)	85,110
<b>Total Goodwill and Other Intangible Assets</b>	<b>\$ 326,223</b>	<b>\$ (18,890)</b>	<b>\$ 307,333</b>

The Company recognized \$5,300 of amortization expense on intangible assets with finite-lives during the year ended December 31, 2023, \$1,300 of which is associated with the over-market asset amortization and is recorded as contra revenue within Other Revenue on the Consolidated Statements of Operations. The Company recognized \$4,000 of amortization expense on intangible assets with finite-lives during both the years ended December 31, 2022 and 2021.

Estimated future annual amortization on the Company's intangible assets with finite-lives is as follows:

December 31	Annual Amortization of Intangible Assets with Finite-Lives	
2024	\$	5,713
2025		4,728
2026		4,000
2027		4,000
2028		4,000
Thereafter		5,110
<b>Total</b>	<b>\$</b>	<b>27,551</b>

**8. DEBT**
**Long-term Debt**
*Term Loan Credit Facility*

During the year ended December 31, 2023, the Company executed a term loan credit facility with a face amount of \$119,200 for the purpose of financing the five Owned Aircraft Held for Operating Lease. The loan is to be repaid monthly through March 2030. During the lease term, payments collected from the lessee will be applied directly to the repayment of principal and interest on the term loan credit facility. The Owned Aircraft Held for Operating Lease, as well as the related lease payments received from the lessee, are pledged as collateral. During the year ended December 31, 2023, the Company recorded \$1,820 in debt issuance costs associated with the term loan credit facility.

The interest rate on the term loan credit facility is determined by using a base rate, which resets monthly, plus an applicable margin, and a fixed credit spread adjustment of 0.1%. The applicable margin during the lease term is fixed at 3.75%, and is subsequently reduced to 3.25% once the aircraft have been redelivered to the Company and a LTV ratio calculation is completed at the end of the lease term. The interest rate in effect as of December 31, 2023 was 9.2%. To the extent that the LTV ratio exceeds 75% at the end of the lease term, a principal prepayment will be required in order to reduce the ratio to 75%. If at any point within 12 months of the end of the lease term for each respective aircraft the Company deems it probable that a principal prepayment

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will be required in order to reduce the LTV ratio to 75%, and such amount can be reasonably estimated, the estimated principal prepayment amount will be reclassified from Long-term Debt, net to Current Maturities of Long-Term Debt, net on the Company's Consolidated Balance Sheets. In the event a principal prepayment is required, amounts received under the end of lease maintenance compensation clause may be applied towards the prepayment.

During the fourth quarter of 2023, one of the Owned Aircraft Held for Operating Lease was within 12 months of the end of its lease term. The Company obtained an appraisal on the aircraft from an independent, third-party specialist, which confirmed that the LTV level was not in excess of 75% as of the test date. As a result, no amounts related to an estimated principal prepayment have been reclassified from Long-term Debt, net to Current Maturities of Long-Term Debt, net on the Company's Consolidated Balance Sheets as of December 31, 2023.

*Pass-Through Trust Certificates*

During March 2022, the Company arranged for the issuance of the 2022-1 EETC in an aggregate face amount of \$188,277 for the purpose of financing or refinancing 13 aircraft. The Company is required to make bi-annual principal and interest payments each March and September, through March 2031. These notes bear interest at an annual rate between 4.84% and 5.75%. The weighted average interest rate was 5.05% as of December 31, 2023.

In December 2019, the Company arranged for the issuance of Class A, Class B and Class C trust certificates Series 2019-1 (the "2019-1 EETC"), in an aggregate face amount of \$248,587 for the purpose of financing or refinancing 13 used aircraft, which was completed in 2020. The Company is required to make bi-annual principal and interest payments each June and December, through December 2027. These notes bear interest at an annual rate between 4.13% and 6.95%. The weighted average interest rate was 4.30% as of December 31, 2023.

*CARES Act Loan Program*

Under the CARES Act Loan Program, the Company received a \$45,000 loan from the Treasury on October 26, 2020, which was repaid in full on March 24, 2021.

Long-term Debt includes the following:

	December 31,	
	2023	2022
2019-1 EETC (see terms and conditions above)	\$ 138,423	\$ 176,697
2022-1 EETC (see terms and conditions above)	158,775	179,019
Term Loan Credit Facility (see terms and conditions above)	108,442	—
Total Debt	405,640	355,716
Less: Unamortized debt issuance costs	(3,995)	(3,481)
Less: Current Maturities of Long-term Debt, net	(74,177)	(57,548)
Total Long-term Debt, net	<u>\$ 327,468</u>	<u>\$ 294,687</u>

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Future maturities of the outstanding Debt are as follows:

December 31	Debt Principal Payments	Amortization of Debt Issuance Costs	Net Debt
2024	\$ 75,364	\$ (1,188)	\$ 74,176
2025	79,998	(956)	79,042
2026	61,158	(709)	60,449
2027	65,182	(525)	64,657
2028	36,370	(337)	36,033
Thereafter	87,568	(280)	87,288
<b>Total</b>	<b>\$ 405,640</b>	<b>\$ (3,995)</b>	<b>\$ 401,645</b>

The fair value of Debt was \$383,061 and \$324,059 as of December 31, 2023 and December 31, 2022, respectively. The fair value of the Company's debt was based on the discounted amount of future cash flows using the Company's end-of-period estimated incremental borrowing rate for similar obligations. The estimates were primarily based on Level 3 inputs.

**Credit Facilities**

On February 10, 2021, the Company executed the Credit Agreement with a group of lenders that replaced the Company's prior \$25,000 asset-based revolving credit facility. The Credit Agreement included a \$25,000 Revolving Credit Facility and a \$90,000 DDTL, which are collectively referred to as the "Credit Facilities". The interest rate on borrowings is determined by various alternative base rates plus an applicable margin ranging from 4% to 5%. In addition, there is a commitment fee on the unused Revolving Credit Facility of 0.5%. The proceeds from the Revolving Credit Facility can be used for general corporate purposes, whereas proceeds from the Delayed Draw Term Loan Facility were to be used solely to finance the acquisition of aircraft or engines to be registered in the United States. The Credit Agreement includes financial covenants that require a minimum trailing 12-month EBITDAR (\$87,700 as of March 31, 2022 and beyond) and a minimum liquidity, as defined within the Credit Agreement, of \$30,000 at the close of any business day. The Company was in compliance with these covenants as of December 31, 2023 and December 31, 2022.

During 2021, the Company drew \$80,500 on the DDTL to purchase six aircraft, which were previously under operating leases. During the first quarter of 2022, the Company repaid the outstanding balance of the DDTL in full using proceeds it received from the 2022-1 EETC, which terminated the DDTL. As a result, no amounts under the DDTL were available to the Company as of December 31, 2023 or 2022. The Company recorded a \$1,557 loss on extinguishment of debt related to the repayment of the DDTL in 2022, which represented the write-off of the unamortized deferred financing costs. As of December 31, 2023, the Company had \$24,650 of financing available through the Revolving Credit Facility, as \$350 had been pledged to support a letter of credit.

**9. LEASES****Lessee and Sublease Arrangements**

The Company classifies its Leases into three categories: Aircraft, Real Estate, and Other. Aircraft leases consist of aircrafts, engines, and aircraft equipment under lease agreements. As of December 31, 2023, the Company had 14 leases for aircraft, all of which were under finance leases. Real estate leases consist of leased hangar and headquarter facilities, a simulator housing facility, and other leases consist of non-aircraft equipment under operating lease agreements. Real estate and other leases generally have initial terms of up to ten years.

The Company's Cargo fleet of 12 aircraft is subleased directly from Amazon and the Company operates them pursuant to the ATSA. Based upon review of the ATSA, the sublease arrangement does not qualify as a lease,

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because the Company does not control the use of the aircraft. As such, no right-of-use asset and lease liability is recognized in these financial statements for the Amazon arrangement.

During the year ended December 31, 2023 the Company entered into one sublease arrangement. The sublease is classified as an operating lease. This sublease arrangement does not relieve the Company of its primary lease obligations with the lessor (the "head lease"). Therefore the Company continues to account for the head lease as a finance lease. The Company is entitled to fixed payments over the remaining lease term, with additional variable lease payments based on aircraft utilization. The sublease expires in the fourth quarter of 2024. The aircraft will be delivered to Sun Country on the sublease expiry date and the aircraft will continue to be leased by the Company. The aircraft is expected to be inducted into the Company's fleet upon redelivery. The rental revenue associated with the sublease is recognized as it is earned and is included in Other Revenue. The rental revenue was immaterial during the year ended December 31, 2023. Future undiscounted cash flows expected to be received in 2024 are nominal.

The Company also has various airport terminal agreements which include provisions for variable lease payments which are based on several factors, including, but not limited to, number of carriers, enplaned passengers, and airports' annual operating budgets. Due to the variable nature of the rates, these leases are not recorded on the Company's Consolidated Balance Sheets as a right-of-use asset and lease liability.

Certain aircraft lease agreements include an option to extend the lease term beyond the original expiration date. As of December 31, 2023, the Company remains uncertain as to whether it will exercise any of the available extension options. As such, the Company's finance lease obligations do not reflect lease payments associated with extension periods that remain unexercised. Also, none of the Company's aircraft leases contain an early termination provision.

Certain aircraft lease agreements grant the Company the option to purchase the aircraft at the end of the lease term. To the extent the Company is reasonably certain to exercise the purchase option, the lease arrangement has been accounted for as a finance lease with the purchase option price recognized as part of the lease obligation.

**Lessor Arrangements**

During the year ended December 31, 2023, the Company acquired five Owned Aircraft Held for Operating Lease. The Company obtained outright ownership of the Owned Aircraft Held for Operating Lease upon purchase and assumed the position of lessor until the end of the related aircraft lease terms. The Company is entitled to fixed payments over the remaining lease term for each aircraft, which expire at various dates between the fourth quarter of 2024 and the fourth quarter of 2025. On each lease expiry date, the Owned Aircraft Held for Operating Lease will be redelivered to Sun Country and are expected to be inducted into the Company's fleet. The rental revenue associated with the Owned Aircraft Held for Operating Lease is recognized as it is earned and is included in Other Revenue. The Company recognized \$17,689 of rental revenue during the year ended December 31, 2023. Future undiscounted cash flows of \$24,790 and \$10,026 are expected to be received in 2024 and 2025, respectively. Upon acquisition of the Owned Aircraft held for Operating Lease, the Company recognized a Maintenance Rights Asset associated with the acquired leases. The Maintenance Rights Asset represents an end of lease compensation clause, whereby the lessee is required to perform the maintenance tasks needed to physically restore the airframe and engines to full-life condition or remit a cash payment to compensate the Company for the maintenance shortfall. See Note 6 for more information on the Owned Aircraft Held for Operating Lease and related assets.

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The following table summarizes the lease-related assets and liabilities recorded on the Company's Consolidated Balance Sheets:

	Classification	December 31,	
		2023	2022
<b>Assets</b>			
Finance lease assets, net	Property and Equipment, net	\$ 243,060	\$ 221,727
Operating lease assets	Operating Lease Right-of-use Assets	14,917	22,182
Owned Aircraft and Flight Equipment Held for Operating Lease	Property and Equipment, net	147,584	—
<b>Total lease assets</b>		<b>\$ 405,561</b>	<b>\$ 243,909</b>
<b>Liabilities</b>			
Current:			
Finance lease liabilities	Short-term Finance Lease Obligations	\$ 44,756	\$ 17,990
Operating lease liabilities	Short-term Operating Lease Obligations	2,219	6,296
Long-term:			
Finance lease liabilities	Long-term Finance Lease Obligations	232,546	233,306
Operating lease liabilities	Long-term Operating Lease Obligations	16,611	19,836
<b>Total lease liabilities</b>		<b>\$ 296,132</b>	<b>\$ 277,428</b>

The following table provides details of the Company's obligations under Finance and Operating Leases as of December 31, 2023:

Year Ending December 31	Finance Leases			Operating Leases
	Aircraft	Real Estate	Total	Real Estate and Other
2024	\$ 60,120	\$ 1,551	\$ 61,671	\$ 3,385
2025	34,120	1,773	35,893	3,662
2026	72,917	1,773	74,690	3,687
2027	22,644	1,773	24,417	3,672
2028	40,152	1,773	41,925	3,708
Thereafter	102,645	1,405	104,050	5,435
<b>Total Minimum Lease Payments</b>	<b>332,598</b>	<b>10,048</b>	<b>342,646</b>	<b>23,549</b>
Less: Amount Representing Interest	(62,795)	(2,549)	(65,344)	(4,719)
<b>Present Value of Minimum Lease Payments</b>	<b>269,803</b>	<b>7,499</b>	<b>277,302</b>	<b>18,830</b>
Less: Short-term Obligations	(43,942)	(814)	(44,756)	(2,219)
<b>Long-term Lease Obligations</b>	<b>\$ 225,861</b>	<b>\$ 6,685</b>	<b>\$ 232,546</b>	<b>\$ 16,611</b>



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The following table presents lease costs related to the Company's Finance and Operating Leases:

	Classification	Year Ended December 31,		
		2023	2022	2021
<b>Finance lease cost</b>				
Amortization of leased assets	Depreciation and Amortization	\$ 21,150	\$ 17,900	\$ 12,536
Interest on lease liabilities	Interest Expense	16,325	13,782	8,021
<b>Operating lease cost</b>				
Included in ROU asset - Aircraft	Aircraft Rent <sup>(1)</sup>	2,210	8,465	18,608
Included in ROU asset - Real Estate & Other	Ground Handling, Landing Fees and Airport Rent & Other Operating	4,438	3,692	3,976
Short-term	Aircraft Rent	396	691	277
Variable - Aircraft	Aircraft Rent <sup>(1)</sup>	(325)	(388)	(1,232)
Variable - Other	Landing Fees & Airport Rentals	2,212	1,838	1,210
Sublease Income	Other Revenue	(768)	—	—
Total Lease cost		\$ 45,638	\$ 45,980	\$ 43,396

<sup>(1)</sup> The years ended December 31, 2023, 2022 and 2021, include credits of \$723, \$3,228 and \$7,609, respectively, for the amortization of Over-market Liabilities established at the Acquisition Date related to lease rates and maintenance reserves.

The following table presents Supplemental cash flow information related to leases, included in the Consolidated Statements of Cash Flows:

	Year Ended December 31,		
	2023	2022	2021
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>			
Operating Cash Flows for Operating Leases	\$ 5,971	\$ 12,378	\$ 29,360
Operating Cash Flows for Finance Leases	\$ 16,325	\$ 13,782	\$ 8,021
Financing Cash Flows for Finance Leases	\$ 21,883	\$ 42,062	\$ 11,931

The table below presents lease-related terms and discount rates related to the Company's Finance and Operating Leases:

	Year Ended December 31,		
	2023	2022	2021
<b>Weighted-average remaining lease term</b>			
Operating Leases	6.8 years	5.9 years	4.6 years
Finance Leases	4.9 years	6.1 years	7.2 years
<b>Weighted-average discount rates</b>			
Operating Leases	6.5%	6.3%	6.0%
Finance Leases	6.6%	6.2%	6.1%

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During the years ended December 31, 2023, 2022, and 2021 the Company expensed \$620, \$2,191 and \$4,004 of maintenance reserve payments, respectively. These expenses are reflected in Aircraft Rent on the accompanying Consolidated Statements of Operations.

**10. STOCK-BASED COMPENSATION**

In March 2021, the stockholders approved the Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan (the “Plan”). The Plan authorizes that no more than 3,600,000 shares of Common Stock may be delivered in the aggregate pursuant to Awards granted under the Plan. An “Award” means any Incentive Stock Option, Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock, RSU, Other Stock-Based Award, or Other Cash-Based Award granted under the Plan. As of December 31, 2023, there were 2,881,120 shares available for future grants under the Plan. Upon implementation of the Plan, grants under the October 2018 equity incentive plan ceased. Awards already issued under the 2018 plan are not impacted by the new Plan.

Stock compensation expense was \$9,274, \$2,774, and \$5,562 during the years ended December 31, 2023, 2022 and 2021, respectively. During the years ended December 31, 2023, 2022 and 2021 there was a \$1,048, \$1,032 and \$3,619 tax benefit recognized in income related to stock compensation expense. During the year ended December 31, 2023, all conditions associated with the time-based and performance-based options granted under the SCA Acquisition Holdings, LLC Amended and Restated Equity Incentive Plan were met. As a result, 100% of the remaining unvested time-based and performance-based stock options vested. Therefore, during the year ended December 31, 2023, the Company recognized an acceleration of stock-based compensation expense for the time-based and performance-based stock options totaling \$2,960. As of December 31, 2023, there was \$6,530 of total unrecognized compensation expense related to RSUs. This unrecognized compensation is expected to be fully recognized over a weighted average period of approximately 1.9 years.

**Time-Based Stock Options**

The following table is a summary of the Company's time-based stock option activity:

	<b>Time-Based Stock Options</b>				
	Number of shares	Weighted average exercise price per share	Weighted average grant date fair value per share	Weighted average remaining contractual term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2020	2,329,461	\$ 6.36	\$ 2.74	7.6	
Granted	62,080	33.10	13.47		
Forfeited	(18,613)	11.75	5.15		
Exercised	(718,985)	5.89	2.56		
Outstanding as of December 31, 2021	1,653,943	\$ 7.57	\$ 3.22	7.2	
Granted	—	—	—		
Forfeited	(119,605)	20.09	8.03		
Exercised	(177,816)	5.63	2.49		
Outstanding as of December 31, 2022	1,356,522	\$ 6.72	\$ 2.89	6.1	
Granted	—	—	—		
Forfeited	(3,882)	28.24	11.80		
Exercised	(89,542)	5.78	2.54		
Outstanding, Exercisable and Vested as of December 31, 2023	1,263,098	\$ 6.72	\$ 2.93	5.2	\$ 11,886

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All time-based stock options had vested as of December 31, 2023. All time-based stock options expire ten years after the grant date. The intrinsic value of stock options exercised in 2023, 2022 and 2021 was \$1,421, \$3,468 and \$18,621, respectively.

**Performance-Based Stock Options**

The following table is a summary of the Company's performance-based stock option activity:

	<b>Performance-Based Stock Options</b>				
	Number of shares	Weighted average exercise price per share	Weighted average grant date fair value per share	Weighted average remaining contractual term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2020	3,577,252	\$ 6.38	\$ 1.72	7.6	
Granted	99,167	33.10	10.08		
Forfeited	(39,648)	6.89	1.67		
Outstanding as of December 31, 2021	3,636,771	\$ 7.10	\$ 1.53	7.2	
Granted	—	—	—		
Forfeited	(307,894)	14.13	4.43		
Exercised	(150,344)	6.55	1.74		
Outstanding as of December 31, 2022	3,178,533	\$ 6.45	\$ 1.83	6.1	
Granted	—	—	—		
Forfeited	(7,812)	25.54	9.76		
Exercised	(372,567)	5.75	1.59		
Outstanding, Exercisable and Vested as of December 31, 2023	2,798,154	\$ 6.49	\$ 1.84	5.1	\$ 26,670

The vesting for the Company's performance-based stock options was based on the Company's IPO and other ongoing factors. The Company recognized a cumulative catch-up of stock-based compensation expense upon the Company's IPO during the year ended December 31, 2021. During the year ended December 31, 2023, all performance conditions had been met resulting in the accelerated vesting of all outstanding performance-based stock options, see above for more detail. The intrinsic value of performance-based stock options exercised in 2023 and 2022 was \$5,253 and \$2,511, respectively. There were no exercises of performance-based stock options during 2021. All performance-based stock options expire ten years after the grant date.

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**Time-Based RSUs**

	<b>Restricted Stock Units</b>	
	Number of shares	Weighted average grant date fair value per share
Outstanding as of December 31, 2020	—	\$ —
Granted	7,634	40.60
Forfeited	(2,955)	40.60
Outstanding as of December 31, 2021	4,679	40.60
Granted	248,025	20.44
Forfeited	(5,478)	23.04
Vested	(17,035)	25.87
Outstanding as of December 31, 2022	230,191	\$ 20.39
Granted	458,271	17.19
Forfeited	(54,751)	18.89
Vested	(198,967)	18.60
Outstanding as of December 31, 2023	434,744	\$ 18.03

The Company measures compensation expense for grants of time-based RSUs using the Company's share price on the date of grant. The Company recognizes expense associated with the RSUs in an amount equal to the fair value on the date of the grant and on a straight-line basis over the requisite service period of the award. RSUs vest ratably over the term of the award, which is typically three years. The total fair value of restricted stock units vested was \$3,701 and \$441 during the year ended December 31, 2023 and 2022, respectively.

**11. DEFINED CONTRIBUTION 401(k) PLAN**

The Company has a 401(k) profit-sharing retirement plan covering substantially all employees. The plan allows employee contributions up to 50% of a participant's eligible compensation, subject to limits established under the 401(k) plan and annual IRS elective deferral limits. The Company currently matches 100% of participants contribution up to a maximum of 4% for non-pilot participants' and 6% for pilot participants' eligible compensation. Pursuant to the current pilot collective bargaining agreement, the Company was also required to make a non-discretionary 14% Company contribution for pilots based on gross earnings. This non-discretionary Company contribution for pilots will increase to 15% in 2024 and thereafter. Contributions are classified in Salaries, Wages, and Benefits on the Consolidated Statements of Operations.

The Company made 401(k) contributions as follows:

	<b>Year Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
Non-Discretionary	\$ 16,733	\$ 13,692	\$ 1,187
Discretionary	2,429	2,730	5,220
Total 401(k) Contributions	\$ 19,162	\$ 16,422	\$ 6,407

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**12. INVESTMENTS**

A summary of debt securities by major security type:

	December 31, 2023			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Available-for-Sale Securities <sup>(1)</sup> :				
Municipal Debt Securities	\$ 6,981	\$ —	\$ (5)	\$ 6,976
Corporate Debt Securities	59,222	76	(50)	59,248
U.S. Government Agency Securities	68,118	23	(125)	68,016
<b>Total</b>	<b>\$ 134,321</b>	<b>\$ 99</b>	<b>\$ (180)</b>	<b>\$ 134,240</b>

	December 31, 2022			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Available-for-Sale Securities <sup>(1)</sup> :				
Municipal Debt Securities	\$ 47,897	\$ 16	\$ (258)	\$ 47,655
Corporate Debt Securities	93,460	1	(683)	92,778
U.S. Government Agency Securities	32,326	2	(126)	32,202
<b>Total</b>	<b>\$ 173,683</b>	<b>\$ 19</b>	<b>\$ (1,067)</b>	<b>\$ 172,635</b>

(1) The Company also holds Certificates of Deposit that are included in Investments on the Consolidated Balance Sheets totaling \$6,887 and \$6,301 as of December 31, 2023 and December 31, 2022, respectively.

As of December 31, 2023, the unrealized losses were the result of increases in market interest rates and were not the result of a deterioration in the credit quality of the securities. As of December 31, 2023, the Company believes that any unrealized losses will recover prior to the investment's conversion to cash.

**13. FAIR VALUE MEASUREMENTS**

Accounting standards define fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The standards also establish a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Under GAAP, there are three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices for identical assets or liabilities in active markets.

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

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The Company uses the following valuation methodologies for financial instruments measured at fair value on a recurring basis.

**Financial Instruments** – Financial instruments including Restricted Cash, Certificates of Deposit, Accounts Receivable, Accounts Payable and all other Current Liabilities have carrying values that approximate fair value.

**Cash & Cash Equivalents** – The carrying value of cash and cash equivalents approximates fair value. Fair values of cash equivalent instruments that do not trade on a regular basis in active markets are classified as Level 2.

**Available-for-Sale Securities** – Available-for-Sale investment securities include debt securities, such as municipal, corporate, and U.S. government agency notes. All of these investments are classified as Level 2 because they do not trade in active markets on a regular basis. The Company obtains its pricing per security from a third-party, which uses quoted market prices, when available, or other observable inputs for determination of fair value.

**Non-Financial Assets** – Certain assets are measured at fair value on a nonrecurring basis. The Company's non-financial assets, which primarily consist of Property & Equipment, Goodwill and Other Intangible Assets are not required to be measured at fair value on a recurring basis and are reported at carrying value. However, on a periodic basis whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial assets are assessed for impairment and, if applicable, written down to fair value using significant unobservable inputs, classified as Level 3.

**Debt** – See [Note 8](#) for more information on the Company's debt financings and related fair values.

The following table summarizes the assets measured at fair value on a recurring basis:

	December 31, 2023			
	Level 1	Level 2	Level 3	Total
Cash & Cash Equivalents	\$ 46,279	\$ —	\$ —	\$ 46,279
Available-for-Sale Securities:				
Municipal Debt Securities	—	6,976	—	6,976
Corporate Debt Securities	—	59,248	—	59,248
U.S. Government Agency Securities	—	68,016	—	68,016
Total Available-for-Sale Securities	—	134,240	—	134,240
Total Assets Measured at Fair Value on a Recurring Basis	<u>\$ 46,279</u>	<u>\$ 134,240</u>	<u>\$ —</u>	<u>\$ 180,519</u>

	December 31, 2022			
	Level 1	Level 2	Level 3	Total
Cash & Cash Equivalents	\$ 73,727	\$ 18,359	\$ —	\$ 92,086
Available-for-Sale Securities:				
Municipal Debt Securities	—	47,655	—	47,655
Corporate Debt Securities	—	92,778	—	92,778
U.S. Government Agency Securities	—	32,202	—	32,202
Total Available-for-Sale Securities	—	172,635	—	172,635
Total Assets Measured at Fair Value on a Recurring Basis	<u>\$ 73,727</u>	<u>\$ 190,994</u>	<u>\$ —</u>	<u>\$ 264,721</u>

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)****14. INCOME TAXES**

The following table summarizes the significant components of the provision for income taxes from continuing operations:

	Year Ended December 31,		
	2023	2022	2021
Current:			
Federal	\$ —	\$ 1,329	\$ —
State and Local	92	84	135
Total Current Tax Expense	92	1,413	135
Deferred:			
Federal	19,609	4,393	16,824
State and Local	2,277	500	2,123
Total Deferred Tax Expense	21,886	4,893	18,947
Total Income Tax Expense	\$ 21,978	\$ 6,306	\$ 19,082

The income tax provision differs from that computed at the federal statutory corporate tax rate as follows:

	Year Ended December 31,		
	2023	2022	2021
Expected Provision at Federal Statutory Tax Rate	21.0 %	21.0 %	21.0 %
State Tax, net of Federal Impact	2.0 %	1.9 %	1.8 %
Stock Compensation Benefit	(1.1)%	(4.3)%	(3.6)%
Tax Receivable Agreement	(0.1)%	4.4 %	(3.4)%
Executive Compensation Limitation	1.0 %	2.0 %	3.0 %
Other Permanent Adjustments	0.5 %	1.3 %	0.2 %
Effective Tax Rate	23.3 %	26.3 %	19.0 %

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

The following table summarizes the significant components of the Company's deferred taxes:

	December 31,	
	2023	2022
<b>Deferred Tax Assets:</b>		
Net Operating Loss	\$ 73,559	\$ 73,252
Finance Lease Obligations	36,602	34,458
Operating Lease Obligations	3,576	5,179
Goodwill and Other Intangible Assets	3,925	6,812
Loyalty Program Liabilities	3,105	3,459
Interest Expense Limitation	6,876	1,556
Other	6,526	5,472
<b>Total Deferred Tax Assets</b>	<b>134,169</b>	<b>130,188</b>
<b>Deferred Tax Liabilities:</b>		
Accelerated Depreciation	(103,606)	(78,749)
Finance Lease Assets	(31,646)	(30,492)
Operating Lease Right-of-use Assets	(3,431)	(5,102)
Prepaid Maintenance	(3,476)	(1,986)
Other	(1,158)	(903)
<b>Total Deferred Tax Liabilities</b>	<b>(143,317)</b>	<b>(117,232)</b>
<b>Total Net Deferred Tax (Liabilities) Assets</b>	<b>\$ (9,148)</b>	<b>\$ 12,956</b>

As of December 31, 2023, the Company has \$71,039 of federal NOLs and \$2,520 of state NOLs, net of tax effect, available that may be applied against future tax liabilities. As a result of ownership changes that occurred in 2021, the existing federal and state NOLs may be subject to certain limitations under Section 382 of the Internal Revenue Code. However, the Company does not believe these limitations will adversely impact its ability to use these losses to offset taxable income in future periods. There is no expiration of federal net operating losses. The state net operating losses begin to expire in 2025.

In assessing the realizability of Deferred Tax Assets, management considers whether it is more likely than not that some portion or all the Deferred Tax Assets will not be realized. The ultimate realization of the Deferred Tax Assets is dependent upon the generation of future taxable income during periods in which the temporary differences become deductible. Management considers the scheduled reversal of the liabilities (including the impact of available carryback and carryforward periods), projected future taxable income, and tax-planning strategies in making this assessment. As of December 31, 2023, management believes that it is more likely than not that the future results of the operations will generate sufficient taxable income to realize the tax benefits related to its Deferred Tax Assets.

The Company recognizes the consolidated financial statement effect of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. If applicable, the Company reports both accrued interest and penalties related to unrecognized tax benefits as a component of Income Tax Expense in the Consolidated Statements of Operations. As of December 31, 2023 and 2022, the Company had no liability for unrecognized tax benefits recorded in its Consolidated Balance Sheets.

The Company files income tax returns in the United States and various states. In the normal course of business, the Company is subject to potential income tax examination by the federal and state tax authorities in these jurisdictions for tax years that are open under local statute. For U.S. federal income tax purposes, the



**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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Company's 2022, 2021, and 2020 tax returns remain open to examination. For U.S. state income tax purposes, the Company's 2022, 2021, 2020, and 2019 tax returns remain open to examination.

**Tax Receivable Agreement**

In connection with the Company's IPO, the legal entity Sun Country Airlines Holdings, Inc. entered into a TRA with the TRA holders. The TRA provides for the payment by the Company to the TRA holders of 85% of the amount of cash savings, if any, in U.S. federal, state, local, and foreign income tax that the Company actually realizes (or is deemed to realize in certain circumstances) as a result of the Pre-IPO Tax Attributes. The Company will retain the benefit of the remaining 15% of these cash savings. Upon the closing of the IPO, the Company recognized a non-current liability of \$115,200, which represented undiscounted aggregate payments that were expected to be paid to the TRA holders, with an offset to Stockholders' Equity.

The total TRA balance as of December 31, 2023 and 2022 was \$101,044 and \$103,800, of which \$3,250 and \$2,260 was current, respectively. The TRA liability is an estimate and actual amounts payable under the TRA could differ from this estimate. Adjustments to the TRA liability are recorded in Other, net Non-Operating Income (Expense), net on the Company's Consolidated Statements of Operations. If the Company does not generate sufficient taxable income in the aggregate over the term of the TRA to utilize the tax benefits, then it would not be required to make the related TRA payments. During the year ended December 31, 2023, the Company recorded an immaterial adjustment to the estimated TRA liability. During the year ended December 31, 2022, the TRA Liability increased by \$5,000, which was recorded as an expense within the Consolidated Statement of Operations. During the year ended December 31, 2023, the Company made a payment of \$2,425 to the TRA holders, which includes certain members of the Company's management and certain members of the Company's Board of Directors. The payment is included within Financing Activities on the Consolidated Statements of Cash Flows. Payments will be made in future periods as the Pre-IPO Tax Attributes are utilized.

**15. STOCKHOLDERS' EQUITY**

**Equity Transactions**

*Initial Public Offering of Common Stock and Other Stock Sales*

On March 16, 2021, the Company priced its initial public offering of 9,090,909 shares of common stock to the public at \$24.00 per share. The stock began trading on the NASDAQ on March 17, 2021 under the symbol "SNCY". The underwriters had an option to purchase an additional 1,363,636 shares from the Company at the public offering price, which they exercised. In total, all 10,454,545 shares were issued on March 19, 2021 and the net proceeds to the Company were \$225,329 after deducting underwriting discounts and commissions, and other offering expenses.

Concurrently with the closing of the initial public offering, the Apollo Stockholder, also completed a private placement in which the Apollo Stockholder sold 2,216,312 and 2,216,308 shares of common stock to PAR Investment Partners, L.P. and certain funds or accounts managed by an investment adviser subsidiary of Blackrock, Inc., respectively. Each of the two sales was based on an aggregate purchase price of \$50,000 and a price per share equal to 94% of the initial public offering price of \$24.00 per share.

*Secondary Offerings*

During May and October 2021, the Apollo Stockholder and other selling stockholders, sold 7,250,000 and 8,500,000 shares of the Company's common stock, respectively. Under both transactions, the underwriters were given options to purchase additional shares of the Company's common stock at the public offering price. During the May and October 2021 offerings, the underwriters elected to purchase an additional 1,087,500 and 435,291 of the option shares, respectively. The Company incurred offering expenses of \$1,763 in conjunction with the two secondary offerings and did not receive any of the proceeds from these offerings.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

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On February 15, 2023, the Company announced the commencement of a secondary public offering of 5,250,000 shares of its Common Stock by the Apollo Stockholder. The underwriters were given an option to purchase an additional 787,500 shares of Common Stock. In connection with the offering, the underwriters agreed to sell to the Company, and the Company agreed to purchase from the underwriters, an aggregate of 750,000 shares of Common Stock at a price of \$19.75 per share, the same price at which the underwriters purchased the Common Stock from the selling stockholder, for a total of \$14,812. The Company incurred offering expenses of \$640 in connection with this offering and did not receive any of the proceeds.

On December 11, 2023, the Company announced the commencement of a secondary public offering of 4,000,000 shares of its Common Stock by the Apollo Stockholder. The underwriters were given an option to purchase an additional 600,000 shares of Common Stock. In connection with the offering, the underwriters agreed to sell to the Company, and the Company agreed to purchase from the underwriters, an aggregate of 312,500 shares of Common Stock at a price of \$16.00 per share, the same price at which the underwriters purchased the Common Stock from the selling stockholder, for a total of \$5,000. Subsequent to December 31, 2023, the underwriters elected to purchase 231,392 of these shares. The Company incurred offering expenses of \$488 in connection with this offering and did not receive any of the proceeds.

*Common Stock Repurchases*

On October 31, 2022, the Company's Board of Directors authorized a \$50,000 stock repurchase program. On August 1, 2023 and November 6, 2023, the Company's Board of Directors authorized an additional \$30,000 and \$25,000, respectively, to the Company's existing stock repurchase program. The stock repurchase program has no expiration date and may be modified, suspended, or terminated at any time.

During the fourth quarter of 2022, the Company entered into a \$25,000 Accelerated Share Repurchase Program. The Company received an initial delivery of 890,586 shares at an average price of \$19.65 per share during the fourth quarter of 2022. The settlement of the program occurred during January 2023, upon which the Company received an additional 480,932 shares. In total, the Company repurchased 1,371,518 shares at an average price of \$18.23 per share.

During the year ended December 31, 2023, the Company repurchased 4,213,975 shares of its Common Stock at a total cost of \$68,585, or an average price of \$16.28 per share. The repurchases were part of secondary public offerings of the Company's shares by the Apollo Stockholder, as well as open market purchases.

As of December 31, 2023, the Company had \$11,478 of Board authorization remaining to repurchase additional shares of its Common Stock.

**Amazon Agreement**

On December 13, 2019, the Company signed a six year contract (with two, two-year extension options, for a maximum term of 10 years) with Amazon to provide Cargo services under the ATSA. In connection with the ATSA, the Company issued warrants to Amazon to purchase an aggregate of up to 9,482,606 shares of common stock at an exercise price of approximately \$15.17 per share. There were 632,183 warrants that vested upon execution of the ATSA and 63,217 warrants will vest for each milestone of \$8,000 in qualifying payments made by Amazon to the Company. During the years ended December 31, 2023, 2022 and 2021, total warrants vested were 821,825, 758,608 and 758,608, respectively. This resulted in Amazon holding 3,224,093 vested warrants as of December 31, 2023. The exercise period of these warrants is through the eighth anniversary of the issue date.

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)****16. SPECIAL ITEMS, NET**

Special Items, net reflects expenses, or credits to expense, that are not representative of our ongoing costs for the periods presented and may vary from period to period in nature, frequency, and amount.

Special Items, net on the Consolidated Statements of Operations consist of the following:

	Year Ended December 31,		
	2023	2022	2021
CARES Act grant recognition <sup>(1)</sup>	\$ —	\$ —	\$ (71,587)
CARES Act employee retention credit <sup>(2)</sup>	—	—	(848)
Other <sup>(3)</sup>	—	—	16
Total Special Items, net	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (72,419)</u>

(1)

On March 27, 2020, the CARES Act was passed by the U.S. Government. The provisions in the CARES Act provided for economic relief to eligible individuals and businesses affected by COVID-19. As a provider of scheduled passenger service, air cargo service, charter air transportation and related services, the Company was eligible for and received a grant under the CARES Act Payroll Support Program in 2021.

(2)

In 2021, the Company received a CARES Employee Retention Tax Credit as part of the CARES Act, as described above.

(3)

These costs were related to relocation of flight attendant bases due to the closure of the Portland base.

**17. COMMITMENTS AND CONTINGENCIES**

The Company has contractual obligations and commitments primarily with regard to lease arrangements (see [Note 9](#)), repayment of debt (see [Note 8](#)), payments under the TRA (see [Note 14](#)), and probable future purchases of aircraft.

The Company had a commitment to lease three aircraft with deliveries spanning the fourth quarter of 2023 and the first quarter of 2024. As of December 31, 2023, the Company had taken control of one of the aircraft, which was subsequently subleased. See [Note 9](#) for more information on the Company's sublease. The leases have annual lease payments of approximately \$2,000 for six years.

As of December 31, 2023, the Company had a commitment to purchase an aircraft with an expected delivery in the first quarter of 2024. The purchase agreement calls for a base price of \$27,500 that is subject to adjustment based on the aircraft's maintenance condition on the date of delivery.

During the twelve months ended June 30, 2022, the compensation payable to an executive officer temporarily exceeded the restrictions on the payment of certain executive compensation under the CARES Act. Once the issue was identified, the executive officer voluntarily rescinded the unvested portion of the equity grant that caused the executive's compensation to exceed the CARES Act limit. At no point did the executive's cash compensation and equity awards that could be monetized exceed the CARES Act limit. The Company did not accrue any amounts related to this matter as of December 31, 2023. To the extent we are deemed to have failed to remain in full compliance with the CARES Act and the applicable rules and regulations thereunder, we may become subject to fines or other enforcement actions.

As of December 31, 2023, the Company had surety bonds of approximately \$3,600, primarily to bond contractual performance.

The Company is subject to various legal proceedings in the normal course of business and expenses legal costs as incurred. Management does not believe these proceedings will have a materially adverse effect on the Company.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

**18. OPERATING SEGMENTS**

Operating segments are defined as components of an enterprise about which separate financial information is both available and evaluated regularly by the CODM and is used in resource allocation and performance assessments. The Company's CODM is considered to be the Company's Chief Executive Officer. The CODM makes resource allocation decisions to maximize the Company's consolidated financial results, primarily through the scheduling of aircraft on the most profitable routes. The Company has two operating and reportable segments: Passenger and Cargo.

The Company's Passenger segment is comprised of two businesses: Scheduled Service and Charter. These businesses both utilize the Company's Passenger fleet. The CODM maximizes the return on these aircraft through the combination of both the Scheduled Service and Charter flights. The Company routinely schedules its Passenger fleet using what is referred to as "Power Patterns," which involves scheduling aircraft and crew on trips that combine Scheduled Service and Charter legs, dynamically replacing what would be lower margin Scheduled Service flights with Charter opportunities. The Company determined that it was appropriate that these businesses be viewed as a singular Passenger operating segment as the CODM evaluates the combined results of these businesses, due to their complimentary nature, to ensure the highest levels of returns for the Passenger fleet. Operating revenues for the Passenger segment also includes amounts recorded within Other Revenue. This is inline with how the CODM regularly reviews results and allocates resources.

The Cargo segment began providing air cargo services under the ATSA in May 2020. Fuel consumed in Cargo operations is directly reimbursed by Amazon and therefore aircraft fuel revenue is presented net of such reimbursements on the Consolidated Statements of Operations. Fuel consumed in Cargo maintenance activities is included within Aircraft Fuel expense in the Cargo segment. Certain operating expenses are directly attributable to the Cargo operating segment.

Certain operating expenses are allocated between the operating segments. Non-Fuel operating expenses are allocated based on metrics such as block hours, fleet count and departures, which best align with the nature of the respective expense. CARES Act credits, included in Special Items, net, are allocated based on the respective segment Salaries, Wages, and Benefits.

The following tables present financial information for the Company's two segments. Primarily all of the Company's long-lived assets are owned by, or associated with, the Passenger operating segment. Substantially all the Company's tangible assets are located in the U.S. The Company's Aircraft and Flight equipment is mobile across geographic markets. Therefore, predominately all depreciation and amortization expense is associated with the Passenger operating segment. As a result, assets by segment are not reviewed by the CODM and have not been presented herein. The Company does not consider Interest Income, Interest Expense, and Other Income, net, in assessing the financial performance of its operating segments. Collectively, these items are included in reconciliations of reporting segment financial amounts to consolidated financial amounts.

	Year Ended December 31, 2023		
	Passenger	Cargo	Consolidated
Operating Revenues	\$ 949,885	\$ 99,735	\$ 1,049,620
Non-Fuel Operating Expenses	570,413	105,038	675,451
Aircraft Fuel	246,600	69	246,669
Total Operating Expenses	817,013	105,107	922,120
Operating Income (Loss)	<u>\$ 132,872</u>	<u>\$ (5,372)</u>	127,500
Interest Income			10,180
Interest Expense			(42,634)
Other, net			(887)
Income before Income Tax			<u>\$ 94,159</u>

**SUN COUNTRY AIRLINES HOLDINGS, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**

	Year Ended December 31, 2022		
	Passenger	Cargo	Consolidated
Operating Revenues	\$ 804,094	\$ 90,350	\$ 894,444
Non-Fuel Operating Expenses	479,968	90,405	570,373
Aircraft Fuel	268,279	84	268,363
Total Operating Expenses	748,247	90,489	838,736
Operating Income (Loss)	\$ 55,847	\$ (139)	55,708
Interest Income			4,527
Interest Expense			(31,018)
Other, net			(5,235)
Income before Income Tax			\$ 23,982

	Year Ended December 31, 2021		
	Passenger	Cargo	Consolidated
Operating Revenues	\$ 531,587	\$ 91,428	\$ 623,015
Non-Fuel Operating Expenses	385,580	68,797	454,377
Aircraft Fuel	128,863	247	129,110
Special Items, net	(54,019)	(18,400)	(72,419)
Total Operating Expenses	460,424	50,644	511,068
Operating Income	\$ 71,163	\$ 40,784	111,947
Interest Income			85
Interest Expense			(26,326)
Other, net			14,624
Income before Income Tax			\$ 100,330

**19. PARENT COMPANY FINANCIAL STATEMENTS****Basis of Presentation**

These Condensed Parent Company Financial Statements have been prepared in accordance with Rule 12-04, Schedule I of Regulation S-X, as the restricted net assets of the subsidiary of Sun Country Airlines Holdings, Inc. (herein also referred to as the "Parent"), as defined in Rule 4-08(e)(3) of Regulation S-X, exceed 25% of the consolidated net assets of the Company. These Condensed Parent Company Financial Statements are not general-purpose financial statements and should be read in conjunction with the Consolidated Financial Statements.

Sun Country Airlines Holdings, Inc. is the parent company of Sun Country, Inc. ("Subsidiary"), which is a certificated air carrier. As such, Sun Country Airlines Holdings, Inc. is a holding company that does not conduct any business operations of its own. As a result, the Parent is dependent upon cash dividends and distributions and other transfers from its Subsidiary to meet obligations. The ability of Sun Country Holdings, Inc.'s operating Subsidiary to pay dividends is restricted due to terms of the Credit Agreement, as defined in Note 8, which was negotiated with the Subsidiary. The covenants of the Credit Agreement place an annual limit on the amount of dividends the Subsidiary can pay Sun Country Holdings, Inc., as calculated using six percent of the Company's market capitalization plus the greater of \$10,000 or 10% of EBITDAR. There are no significant limitations on Sun Country Airlines Holdings, Inc.'s ability to direct the Subsidiary to make periodic payments under the TRA.

The Parent's significant accounting policies are consistent with those described in the Consolidated Financial Statements, except that the Subsidiary is accounted for as an equity method investment.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
(Dollars in thousands, except per share and share amounts)

The following Condensed Parent Company Financial Statements are presented to show only the parent company, Sun Country Airlines Holdings, Inc.

**Balance Sheets**

	December 31,	
	2023	2022 <sup>(1)</sup>
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and Cash Equivalents	\$ —	\$ —
Total Current Assets	—	—
<b>Other Assets:</b>		
Investment in Subsidiary	615,447	597,996
Total Other Assets	615,447	597,996
Total Assets	\$ 615,447	\$ 597,996
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current Liabilities:</b>		
Income Tax Receivable Agreement Liability	\$ 3,250	\$ 2,260
Other Current Liabilities	—	16
Total Current Liabilities	3,250	2,276
Income Tax Receivable Agreement Liability	97,794	101,540
Other Long-term Liabilities	—	1,468
Total Liabilities	101,044	105,284
<b>Stockholders' Equity:</b>		
Common Stock	589	582
Treasury Stock	(94,341)	(17,605)
Additional Paid In Capital	513,988	488,494
Accumulated Other Comprehensive Loss	(62)	(807)
Retained Earnings	94,229	22,048
Total Stockholders' Equity	514,403	492,712
Total Liabilities and Stockholders' Equity	\$ 615,447	\$ 597,996

(1) During the fourth quarter of 2023, the Company identified and corrected an immaterial error in our previously disclosed Condensed Parent Company Balance Sheet for the year ended December 31, 2022. The error resulted in an understatement of the Parent Company's Total Liabilities with an offsetting overstatement in Stockholders' Equity. The corrected figures are reflected in the amounts presented for the TRA Liability and Retained Earnings as of December 31, 2022. The error had no impact on the Company's Consolidated Financial Statements.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(Dollars in thousands, except per share and share amounts)**
**Statements of Operations**

	Year Ended December 31,		
	2023	2022 <sup>(1)</sup>	2021 <sup>(1)</sup>
<b>Operating Expenses:</b>			
Other Operating, net	\$ 659	\$ 465	\$ 64
Total Operating Expenses	659	465	64
Operating Loss	(659)	(465)	(64)
<b>Non-operating Income (Expense), net:</b>			
Equity in Income of Subsidiary	72,509	23,141	64,912
Income Tax Receivable Agreement Adjustment	331	(5,000)	16,400
Total Non-operating Income, net	72,840	18,141	81,312
Income before Income Tax	72,181	17,676	81,248
Income Tax Expense	—	—	—
Net Income	72,181	17,676	81,248
Other Comprehensive Income (Loss)	745	(807)	—
Comprehensive Income	\$ 72,926	\$ 16,869	\$ 81,248

(1) During the fourth quarter of 2023, the Company identified and corrected an immaterial error in our previously disclosed Condensed Parent Company Statements of Operations for the years ended December 31, 2022 and 2021. As a result, certain amounts that were previously recorded within Equity in Income of Subsidiary on the Parent Company Statements of Operations for the years ended December 31, 2022 and 2021 have been reclassified to Income Tax Receivable Agreement Adjustment. The reclassification had no impact on Parent Company Net Income and had no impact on the Company's Consolidated Financial Statements.

A Statement of Cash Flows has not been presented as Sun Country Airlines Holdings, Inc. did not have material cash transactions for the years ended December 31, 2023, 2022, and 2021. Further, Sun Country Airlines Holdings, Inc. did not have material cash balances as of December 31, 2023 and 2022. All cash transactions involving Sun Country Airlines Holdings, Inc. are performed at the Subsidiary level.

During the years ended December 31, 2023 and 2022, Sun Country Airlines Holdings, Inc. directed the Subsidiary to repurchase the Parent's Common Stock and make a payment to the TRA holders. For more information on these transactions see [Note 14](#) and [Note 15](#) within these Consolidated Financial Statements. These transactions have been recorded as non-cash dividends from the Subsidiary to the Parent. There were no similar transactions during the year ended December 31, 2021.

**20. SUBSEQUENT EVENTS**

The Company evaluated subsequent events for the period from the Balance Sheet date through February 14, 2024, the date that the Consolidated Financial Statements were available to be issued.

On December 11, 2023, the Company announced the commencement of a secondary public offering of 4,000,000 shares of its Common Stock by the Apollo Stockholder. The underwriters were given an option to purchase an additional 600,000 shares of Common Stock. Subsequent to December 31, 2023, the underwriters elected to purchase 231,392 of these shares.

For more information on the Company's subsequent event, see [Note 15](#) within these Consolidated Financial Statements.

## **ITEM 9: CHANGES IN THE DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

### **ITEM 9A. CONTROLS AND PROCEDURES**

#### *Evaluation of Disclosure Controls and Procedures*

Disclosure controls and procedures are controls and other procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act, is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to our Management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Annual Report.

Based on the evaluation of our disclosure controls and procedures as of December 31, 2023, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Annual Report.

#### *Management's Annual Report on Internal Controls Over Financial Reporting*

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles (GAAP). Internal control over financial reporting includes policies and procedures that, (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and disposition of assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, and that receipts and expenditures are being made only in accordance with the authorization of its management and directors; and (3) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on its financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Our management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2023. Management based its assessment on criteria established by the COSO in Internal Control - Integrated Framework (2013). Management's assessment included evaluation of criteria in the areas of control environment, risk assessment, control activities, information and communication, and monitoring. Management's assessment included extensive documentation, evaluating and testing the design and operating effectiveness of its internal controls over financial reporting. Management has assessed the effectiveness of our internal control over financial reporting as of December 31, 2023 and has concluded that such internal controls over financial reporting were effective.

The Company's independent registered public accounting firm has audited the Company's internal control over financial reporting as of December 31, 2023, as stated in the [Report of Independent Registered Public Accounting Firm](#), appearing under Item 9A.



### *Remediation of Material Weaknesses in Internal Control over Financial Reporting*

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

We previously disclosed in our Annual Report on Form 10-K as of December 31, 2022 that management identified a material weakness in the Company's internal control over financial reporting. Specifically, controls over the accounting for complex, non-routine transactions were not designed or implemented to operate with a sufficient level of precision. This included controls addressing the application of ASC Topic 842, Leases, to the purchase of aircraft subject to an existing operating lease.

During the quarter ended June 30, 2023, management identified an additional material weakness in the Company's internal control over financial reporting. Specifically, the Company did not have an effective risk assessment process to identify and assess the risks of misstatement associated with the utilization of a third-party service organization's hosted IT solution for automating the processing of vendor invoices (i.e., scanning, routing, approving, and preparing the recording of invoices) and hosting of related information. As a result, management's ITGCs over the IT application used by the service organization and process-level controls over the procurement activities carried out by the third-party service organization were not designed or implemented to operate at a sufficient level of precision. The Company also did not obtain a SOC Report from the third-party that would provide evidence of design, implementation, and operating effectiveness of such controls within the service organization's framework of internal controls.

These control deficiencies did not result in a material misstatement of the Consolidated Financial Statements included in our prior period consolidated annual or interim financial statements. However, each of these control deficiencies created a reasonable possibility that a material misstatement to the annual or interim consolidated financial statements would not be prevented or detected on a timely basis. Accordingly, management concluded that each control deficiency constituted a material weakness in the Company's internal control over financial reporting. The material weaknesses have been fully remediated as of December 31, 2023, as further described below.

Management supplemented and enhanced the Company's system of internal control over financial reporting through a series of actions and measures responsive to each identified material weakness. The remediation completed for the material weakness associated with accounting for complex, non-routine transactions, included the following:

- Hired a technical accounting specialist and manager after the material weakness occurred;
- Provided additional training on how to utilize external technical accounting research resources;
- Reviewed all existing internal accounting policies and accounting guidance memos for completeness and the appropriate accounting guidance, including those surrounding leases;
- Established a policy to provide additional guidance surrounding the use of third-party specialists;
- Enhanced the design of financial reporting controls, specifically sub-certifications and review of non-routine transactions including updating the lease accounting checklist;
- Engaged third-party specialists, as necessary, to review management's analysis and conclusions on the accounting for non-routine transactions involving the application of complex accounting standards;
- Reviewed and implemented necessary changes to the design of our risk assessment and review controls over accounting for complex, non-routine transactions, including lease-related transactions;
- Re-designed the overall design of our risk assessment process with utilization of a new third-party tool;
- Established a policy and internal controls surrounding transactions related to a new lessor relationship; and

- Operated management's controls surrounding the accounting for complex, non-routine transactions, including those associated with the acquisition and related financing of additional aircraft, and those involved with becoming a first-time aircraft lessor.

The remediation completed for the material weakness associated with the controls over the utilization of a third-party service organization's hosted IT solution for automating the processing of vendor invoices and hosting of related information, included the following:

- Established and tested the IT infrastructure necessary to operate the vendor's application on premise;
- Completed the move of the historical data and designed and implemented internal processes and controls surrounding the IT application in order to operate it entirely within the Company's control;
- Enhanced the risk assessment process and design of our process-level controls over procurement activities so they operate at a sufficient level of precision; and
- Operated ITGCs and related process-level internal controls surrounding the IT application and related procurement activities that operate within the Company.

As a result, management implemented controls within designed to prevent or detect a material misstatement. Those new controls were fully implemented and sufficient testing was performed to conclude that the applicable controls were operating effectively as of December 31, 2023. As such, Management believes that, as of December 31, 2023, the deficiencies contributing to the previously identified material weaknesses have been fully remediated.

#### *Changes in Internal Control Over Financial Reporting*

Other than the changes made to remediate the material weaknesses related to the accounting for complex, non-routine transactions including addressing the application of ASC Topic 842, Leases, to the purchase of aircraft subject to an existing operating lease and related to an effective risk assessment process of a third-party service organization's hosted IT solution for automating the processing of vendor invoices described above, there have been no further changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended December 31, 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **ITEM 9B: OTHER INFORMATION**

Our directors and executive officers may purchase or sell shares of our common stock in the market from time to time, including pursuant to equity trading plans adopted in accordance with Rule 10b5-1 under the Exchange Act ("Rule 10b5-1") and in compliance with guidelines specified by the Company. In accordance with Rule 10b5-1 and the Company's insider trading policy, directors, officers and certain employees who, at such time, are not in possession of material non-public information about the Company are permitted to enter into written plans that pre-establish amounts, prices and dates (or formula for determining the amounts, prices and dates) of future purchases or sales of the Company's stock, including shares acquired pursuant to the Company's equity plans ("Rule 10b5-1 Trading Plans"). Under a Rule 10b5-1 Trading Plan, a broker executes trades pursuant to parameters established by the director or executive officer when entering into the plan, without further direction from them.

The following table describes contracts, instructions or written plans for the sale or purchase of our securities adopted, terminated or modified by our directors and executive officers during the quarter ended December 31, 2023, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c).

<b>Name and Title</b>	<b>Adoption, Termination or Modification</b>	<b>Date of Adoption, Termination or Modification</b>	<b>Duration of Plan (Scheduled Expiration Date of Plan)</b>	<b>Number of Securities to be Purchased (Sold) under the Plan</b>
John Gyurci, Vice President, Finance, and Chief Accounting Officer	Termination	November 9, 2023	February 9, 2024	(80,000)
John Gyurci, Vice President, Finance, and Chief Accounting Officer	Adoption	November 9, 2023	February 14, 2025	(90,000)

#### **ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not Applicable.

### **PART III**

#### **ITEM 10: DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by this Item is incorporated herein by reference to the data under the headings “Proposal 1 – Election of Directors,” “Executive Officers,” “Corporate Governance” and “Delinquent Section 16(a) Reports” in the Proxy Statement.

#### **ITEM 11: EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by reference to the data under the headings “Executive Compensation” and “Corporate Governance” in the Proxy Statement.

#### **ITEM 12: SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated herein by reference to the data under the heading “Security Ownership of Certain Beneficial Owners and Management” in the Proxy Statement. The information required by this item with respect to securities authorized for issuance under our equity compensation plans is included in Part II, Item 5 of this Annual Report.

#### **ITEM 13: CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by reference to the data under the heading “Certain Relationships and Related Person Transactions” in the Proxy Statement.

#### **ITEM 14: PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item is incorporated herein by reference to the data under the heading “Audit Fees, Audit-Related Fees, Tax Fees and All Other Fees” in the Proxy Statement.

**PART IV****ITEM 15: EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

## (a) Exhibits

<b>Exhibit Number</b>	<b>Exhibit Description</b>
3.1	<a href="#">Second Amended and Restated Certificate of Incorporation of Sun Country Airlines Holdings, Inc. (incorporated by reference to Exhibit 3.1 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-8 (File No. 333-254371))</a>
3.2	<a href="#">Second Amended and Restated Bylaws of Sun Country Airlines Holdings, Inc. (incorporated by reference to Exhibit 3.2 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-8 (File No. 333-254371))</a>
4.1	<a href="#">Pass Through Trust Agreement, dated as of December 9, 2019, between Sun Country Inc. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.1 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
4.2	<a href="#">Form of Pass Through Trust Certificate, Series 2019-1A (incorporated by reference to Exhibit 4.2 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
4.3	<a href="#">Form of Pass Through Trust Certificate, Series 2019-1B (incorporated by reference to Exhibit 4.3 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
4.4	<a href="#">Form of Pass Through Trust Certificate, Series 2019-1C (incorporated by reference to Exhibit 4.4 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
4.5	<a href="#">Intercreditor Agreement, dated as of December 9, 2019, among Wilmington Trust, National Association, as trustee of the Sun Country Pass Through Trusts, Series 2019-1, and as subordination agent (incorporated by reference to Exhibit 4.5 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
4.6	<a href="#">Trust Supplement No. 2022-1A, dated as of March 29, 2022, between Wilmington Trust, National Association, as trustee, and Sun Country, Inc., to Pass Through Trust Agreement, dated as of December 9, 2019 (incorporated by reference to Exhibit 4.1 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.7	<a href="#">Trust Supplement No. 2022-1B, dated as of March 29, 2022, between Wilmington Trust, National Association, as trustee, and Sun Country, Inc., to Pass Through Trust Agreement, dated as of December 9, 2019 (incorporated by reference to Exhibit 4.2 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.8	<a href="#">Intercreditor Agreement, dated as of March 29, 2022, among Wilmington Trust, National Association, as pass through trustee under the pass through trusts, and Wilmington Trust, National Association, as subordination agent (incorporated by reference to Exhibit 4.3 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.9	<a href="#">Note Purchase Agreement, dated as of March 29, 2022, among Sun Country, Inc., Wilmington Trust, National Association, as pass through trustee under the pass through trusts, and Wilmington Trust, National Association, as subordination agent (incorporated by reference to Exhibit 4.4 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.10	<a href="#">Form of Participation Agreement (Participation Agreement between Sun Country, Inc. and Wilmington Trust, National Association, not in its individual capacity but solely as mortgagee, subordination agent under the Intercreditor Agreement and pass through trustee under the pass through trusts) (Exhibit B to Note Purchase Agreement) (incorporated by reference to Exhibit 4.5 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>

4.11	<a href="#">Form of Indenture (Trust Indenture and Mortgage between Sun Country, Inc. and Wilmington Trust, National Association, not in its individual capacity, except as expressly stated therein, but solely as mortgagee) (Exhibit C to Note Purchase Agreement) (incorporated by reference to Exhibit 4.6 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.12	<a href="#">Form of Sun Country, Inc. Pass Through Certificate, Series 2022-1A (incorporated by reference to Exhibit 4.7 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.13	<a href="#">Form of Sun Country, Inc. Pass Through Certificate, Series 2022-1B (incorporated by reference to Exhibit 4.8 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 5, 2022)</a>
4.14*	<a href="#">Description of Registrant's Securities</a>
10.1	<a href="#">Loan and Guarantee Agreement, dated as of October 26, 2020, among Sun Country, Inc., as Borrower, the Guarantors party thereto from time to time, the United States Department of the Treasury, and The Bank of New York Mellon, as Administrative Agent and Collateral Agent (incorporated by reference to Exhibit 10.5 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.2	<a href="#">Pledge and Security Agreement, dated as of October 26, 2020, between each of the Grantors party thereto and The Bank of New York Mellon, as Collateral Agent (incorporated by reference to Exhibit 10.6 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.3	<a href="#">Payroll Support Program Agreement, dated as of April 16, 2020, by and between Sun Country, Inc. and the Department of the Treasury (incorporated by reference to Exhibit 10.7 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.4	<a href="#">Payroll Support Program Extension Agreement, dated as of January 29, 2021, by and between Sun Country, Inc. and the Department of the Treasury (incorporated by reference to Exhibit 10.8 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.5	<a href="#">Amended and Restated Airline Operating Agreement and Terminal Building Lease, Minneapolis-St. Paul International Airport, between Metropolitan Airports Commission and MN Airlines, LLC d/b/a Sun Country Airlines, effective January 1, 2019 (incorporated by reference to Exhibit 10.9 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.6#	<a href="#">Air Transportation Services Agreement, dated as of December 13, 2019, by and between Sun Country, Inc. and Amazon.com Services, Inc. (incorporated by reference to Exhibit 10.10 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.7#	<a href="#">Amendment No. 1 to Air Transportation Services Agreement, dated as of June 30, 2020, by and between Sun Country, Inc. and Amazon.com Services, Inc. (incorporated by reference to Exhibit 10.11 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.8#	<a href="#">Warrant, dated as of December 13, 2019, issued by SCA Acquisition Holdings, LLC to Amazon.com NV Investment Holdings LLC (incorporated by reference to Exhibit 10.12 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.9	<a href="#">Headquarters Facility Lease Agreement, dated as of February 19, 2019, by and between the Metropolitan Airports Commission and MN Airlines, LLC dba Sun Country Airlines (incorporated by reference to Exhibit 10.13 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>

10.10	<a href="#">Amended and Restated Co-Brand Marketing Agreement, dated as of October 17, 2018, between First National Bank of Omaha and MN Airlines, LLC dba Sun Country Airlines (incorporated by reference to Exhibit 10.14 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.11	<a href="#">Amendment No. 1 to Amended and Restated Co-Brand Marketing Agreement, dated as of November 1, 2018, by and between First National Bank of Omaha and MN Airlines, LLC dba Sun Country Airlines (incorporated by reference to Exhibit 10.15 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.12	<a href="#">Inventory Support and Services Agreement, dated as of October 27, 2003, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.16 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.13	<a href="#">Amendment No. 1 to Inventory Support and Services Agreement, dated as of November 8, 2004, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.17 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.14	<a href="#">Amendment No. 2 to Inventory Support and Services Agreement, dated as of March 18, 2005, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.18 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.15	<a href="#">Amendment No. 3 to Inventory Support and Services Agreement, dated as of July 15, 2007, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.19 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.16	<a href="#">Amendment No. 4 to Inventory Support and Services Agreement, dated as of May 23, 2008, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.20 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.17	<a href="#">Amendment No. 5 to Inventory Support and Services Agreement, dated as of June 4, 2008, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.21 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.18	<a href="#">Amendment No. 6 to Inventory Support and Services Agreement, dated as of April 1, 2009, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.22 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.19	<a href="#">Amendment No. 7 to Inventory Support and Services Agreement, dated as of April 7, 2009, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.23 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.20	<a href="#">Amendment No. 8 to Inventory Support and Services Agreement, dated as of May 1, 2009, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.24 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.21	<a href="#">Amendment No. 9 to Inventory Support and Services Agreement, dated as of August 1, 2009, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.25 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.22	<a href="#">Amendment No. 10 to Inventory Support and Services Agreement, dated as of January 1, 2010, by and between Delta Airlines, Inc. and MN Airlines, LLC (incorporated by reference to Exhibit 10.26 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>

- 10.23 [Amendment No. 11 to Inventory Support and Services Agreement, dated as of May 1, 2010, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.27 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.24 [Amendment No. 13 to Inventory Support and Services Agreement, dated as of November 1, 2011, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.28 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.25 [Amendment No. 14 to Inventory Support and Services Agreement, dated as of May 28, 2013, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.29 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.26 [Amendment No. 15 to Inventory Support and Services Agreement, dated as of July 23, 2014, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.30 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.27 [Amendment No. 16 to Inventory Support and Services Agreement, dated as of March 20, 2015, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.31 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.28 [Amendment No. 17 to Inventory Support and Services Agreement, dated as of April 1, 2018, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.32 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.29 [Amendment No. 18 to Inventory Support and Services Agreement, dated as of May 15, 2019, by and between Delta Airlines, Inc. and MN Airlines, LLC \(incorporated by reference to Exhibit 10.33 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.30 [2002 Master Agreement, dated as of May 1, 2019 between J. Aron & Company LLC and MN Airlines, LLC \(incorporated by reference to Exhibit 10.34 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.31 [2002 Master Agreement, dated as of April 12, 2018 between Morgan Stanley Capital Services LLC and MN Airlines, LLC \(incorporated by reference to Exhibit 10.35 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.32 [Trust Agreement of SCA-1 Intermediate Aircraft Holding Trust, dated as of September 25, 2018, by and among SCA-1 Intermediate Charitable Trust and Wilmington Trust Company \(incorporated by reference to Exhibit 10.36 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)
- 10.33 [Third Amended and Restated Stockholders' Agreement by and among Sun Country Airlines Holdings, Inc. and the stockholders party thereto \(incorporated by reference to Exhibit 10.2 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on March 22, 2021\)](#)
- 10.34 [Registration Rights Agreement by and between Sun Country Airlines Holdings, Inc. and the Holders party thereto \(incorporated by reference to Exhibit 10.1 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on March 22, 2021\)](#)
- 10.35† [Form of Indemnification Agreement by and between the Registrant and each of its directors and executive officers \(incorporated by reference to Exhibit 10.39 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 \(File No. 333-252858\)\).](#)

10.36†	<a href="#">SCA Acquisition Holdings, LLC Amended and Restated Equity Incentive Plan, dated as of July 1, 2019 (incorporated by reference to Exhibit 10.40 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.37†	<a href="#">Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan (incorporated by reference to Exhibit 4.2 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-8 (File No. 333-254371))</a>
10.38†	<a href="#">Form of Option Award Agreement (incorporated by reference to Exhibit 10.42 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.39†	<a href="#">Employment Agreement, dated as of July 1, 2019, by and between Gregory A. Mays and Sun Country, Inc. (incorporated by reference to Exhibit 10.45 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.40	<a href="#">Income Tax Receivable Agreement, by and among Sun Country Airlines, Inc., Sun Country Airlines Holdings, Inc. and the other parties thereto (incorporated by reference to Exhibit 10.3 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on March 22, 2021)</a>
10.41	<a href="#">Credit Agreement, dated as of February 10, 2021, among SCA Acquisition, LLC, Sun Country, Inc., the lenders and issuing banks party thereto and Barclays Bank PLC, as administrative agent (incorporated by reference to Exhibit 10.47 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>
10.42	<a href="#">Payroll Support Program 3 Agreement, dated as of April 27, 2021, by and between Sun Country, Inc. and the Department of the Treasury (incorporated by reference to Exhibit 10.1 to Sun Country Airlines Holdings, Inc.'s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on July 28, 2021)</a>
10.43*†	<a href="#">Form of Restricted Stock Unit Award Agreement under the Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan</a>
10.44*†	<a href="#">Employment Letter, dated as of July 1, 2023, by and between Sun Country, Inc. and Rose Neale</a>
10.45	<a href="#">Term Loan Facility Agreement, dated as of March 21, 2023, by and among Sun Country Airlines Holdings, Inc., Sun Country, Inc. (D/B/A Sun Country Airlines), the lenders party thereto and UMB Bank, National Association, as facility agent, security trustee and account bank (incorporated by reference to Exhibit 10.2 to Sun Country Airlines Holdings, Inc.'s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 28, 2023)</a>
10.46†	<a href="#">Employment Agreement, dated as of April 11, 2023, by and between Jude Bricker and Sun Country, Inc. (incorporated by reference to Exhibit 10.1 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 12, 2023)</a>
10.47†	<a href="#">Employment Agreement, dated as of April 11, 2023, by and between David Davis and Sun Country, Inc. (incorporated by reference to Exhibit 10.2 to Sun Country Airlines Holdings, Inc.'s Current Report on Form 8-K filed with the Securities and Exchange Commission on May 12, 2023)</a>
10.48#	<a href="#">Amendment 19 to the Inventory Support Services Agreement, dated as July 20, 2023, by and between Sun Country, Inc., dba Sun Country Airlines and Delta Air Lines, Inc. (incorporated by reference to Exhibit 10.1 to Sun Country Airlines Holdings, Inc.'s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 7, 2023)</a>
10.49*†	<a href="#">Employment Letter, dated as of July 1, 2023, by and between Sun Country, Inc. and Eric Levenhagen.</a>
10.50*†	<a href="#">Employment Letter, dated as of July 1, 2023, by and between Sun Country, Inc. and Grant Whitney.</a>
21.1	<a href="#">Subsidiaries of the registrant (incorporated by reference to Exhibit 21.1 to Sun Country Airlines Holdings, Inc.'s Registration Statement on Form S-1 (File No. 333-252858))</a>



23.1*	<a href="#">Consent of KPMG LLP, independent registered public accounting firm</a>
31.1*	<a href="#">Certification by Sun Country's Chief Executive Officer with respect to Sun Country's Annual Report on Form 10-K for the fiscal year ended December 31, 2023</a>
31.2*	<a href="#">Certification by Sun Country's President and Chief Financial Officer with respect to Sun Country's Annual Report on Form 10-K for the fiscal year ended December 31, 2023</a>
32*	<a href="#">Certification pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code by Sun Country Airlines Holdings, Inc.'s Chief Executive Officer and President and Chief Financial Officer with respect to Sun Country's Annual Report on Form 10-K for the fiscal year ended December 31, 2023</a>
97*	<a href="#">Sun Country Airlines Clawback Policy</a>
101.INS*	Inline XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data Files (formatted as inline XBRL and contained in Exhibit 101)

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\* Filed herewith

† Indicates management contract or compensatory plan.

# Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

**ITEM 16: FORM 10-K SUMMARY**

None.

SIGNATURE

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

Sun Country Airlines Holdings, Inc.  
(Registrant)

/s/ Dave Davis

\_\_\_\_\_  
Dave Davis  
President and Chief Financial Officer  
(Principal Financial and Accounting Officer)

February 14, 2024

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Jude Bricker</u> Jude Bricker	Chief Executive Officer; Director (Principal Executive Officer)	February 14, 2024
<u>/s/ Dave Davis</u> Dave Davis	President and Chief Financial Officer; Director (Principal Financial and Accounting Officer)	February 14, 2024
<u>/s/ Jennifer Vogel</u> Jennifer Vogel	Chair of the Board; Director	February 14, 2024
<u>/s/ Patrick O'Keeffe</u> Patrick O'Keeffe	Director	February 14, 2024
<u>/s/ Thomas C. Kennedy</u> Thomas C. Kennedy	Director	February 14, 2024
<u>/s/ Marion Blakey</u> Marion Blakey	Director	February 14, 2024
<u>/s/ Kerry Philipovitch</u> Kerry Philipovitch	Director	February 14, 2024
<u>/s/ Gail Peterson</u> Gail Peterson	Director	February 14, 2024

## Description of Registrant's Securities

As of December 31, 2023, Sun Country Airlines Holdings, Inc. ("Sun Country", the "Company," "we," "us" and "our") had one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): common stock, par value \$0.01 per share. The following description of Sun Country's capital stock summarizes certain material terms of our amended and restated certificate of incorporation (the "certificate of incorporation") and amended and restated bylaws (the "bylaws") and of specific provisions of Delaware law. The following description is intended as a summary only and is qualified in its entirety by reference to our certificate of incorporation and our bylaws, copies of which have been filed as exhibits to this Annual Report on Form 10-K, and the Delaware General Corporation Law, or the DGCL. Defined terms used herein, but otherwise not defined shall have the meaning ascribed to them in this Annual Report on Form 10-K.

### General

Our capital stock consists of 1,000,000,000 authorized shares, of which 995,000,000 shares, par value \$0.01 per share, are designated as "common stock" and 5,000,000 shares, par value \$0.01 per share, are designated as "preferred stock." As of December 31, 2023, there were 53,291,001 shares of common stock outstanding and no shares of preferred stock outstanding.

### Common Stock

*Voting Rights.* The holders of our common stock are entitled to one vote per share on all matters submitted for action by the stockholders generally.

*Dividend Rights.* Subject to any preferential rights of any then outstanding preferred stock, all shares of our common stock are entitled to share equally in any dividends our board of directors may declare from legally available sources.

*Liquidation Rights.* Upon our liquidation, dissolution or winding up, whether voluntary or involuntary, after payment in full of the amounts required to be paid to holders of any the outstanding preferred stock, all shares of our common stock are entitled to share equally in the assets available for distribution to stockholders after payment of all of our prior obligations.

*Other Matters.* Holders of our common stock have no preemptive or conversion rights, and our common stock is not subject to further calls or assessments by us. There are no redemption or sinking fund provisions applicable to our common stock. The rights, powers, preferences and privileges of holders of our common stock will be subject to those of the holders of any shares of our preferred stock that we may designate and issue in the future.

### Preferred Stock

Pursuant to our certificate of incorporation, shares of preferred stock are issuable from time to time, in one or more series, with the designations, voting rights (full, limited or no voting rights), powers, preferences, participating, optional or other special rights (if any), and any qualifications, limitations or restrictions thereof, of each series as our board of directors from time to time may adopt by resolution (and without further stockholder approval). Each series of preferred stock will consist of an authorized number of shares as will be stated and expressed in the certificate of designations providing for the creation of the series.

### Warrants

In connection with the ATSA, we issued warrants (the "2019 Warrants") to purchase an aggregate of 9,482,606 shares of SCA common stock at an exercise price of approximately \$15.17 per share to Amazon. In connection with the Reorganization Transactions, the 2019 Warrants were converted into warrants to purchase an aggregate of 9,482,606 shares of our common stock and the exercise price remained unchanged. 1.0% of the 2019 Warrants vested upon issuance of the warrants and incremental tranches vest upon certain milestones of aggregate global payments by Amazon to the Company or its affiliates pursuant to the ATSA up to a total of \$1.12 billion of aggregate payments. As of December 31, 2023, approximately 25.3% of the 2019 Warrants were vested. Any unvested 2019 Warrants will become vested upon a change of control (as defined in the 2019 Warrant) or certain transfers of 30% or more of the voting power in the Company to a new person or group (other than any equity offering by the Company or the Apollo Stockholder pursuant to an effective registration statement so long as no person or group (within the meaning of the Exchange Act) acquires more than 50% of the voting power of the Company in such offering). Vested 2019 Warrants may be exercised until the eighth anniversary of the issue date.

In the event we or our equityholders propose to initiate a process to explore, enter into negotiations or accept any offer with respect to a change of control of the Company, we are required to provide Amazon at least 30 days' written notice prior to entering into any definitive agreement or binding letter of intent. In addition, Amazon will have the right to enter into non-exclusive, good faith negotiations with us and our equityholders with respect to such proposed change of control and we will not be permitted to enter into any definitive or binding agreement before the expiration of the 30-day period, which period may be extended under certain circumstances.

### **Composition of Board of Directors; Election and Removal**

In accordance with our certificate of incorporation and our bylaws, the number of directors comprising our board of directors is determined from time to time exclusively by our board of directors; provided that the number of directors shall not be less than three and shall not exceed 15. Our certificate of incorporation provides for a board of directors divided into three classes (each as nearly as equal as possible and with directors in each class serving staggered three-year terms), currently consisting of three directors in Class I, two directors in Class II and three directors in Class III. See "**—Certain Corporate Anti-takeover Provisions—Classified Board of Directors.**"

Under our Stockholders Agreement, the Apollo Stockholder has the right, but not the obligation, at any time until Apollo and its affiliates, including the Apollo Stockholder, no longer beneficially own at least 5% of our issued and outstanding common stock, to nominate a number of directors comprising a percentage of our board of directors in accordance with their beneficial ownership of our outstanding common stock (rounded up to the nearest whole number), except that if Apollo and its affiliates, including the Apollo Stockholder, beneficially own more than 50% of the voting power of our outstanding common stock, the Apollo Stockholder will have the right to nominate a majority of the directors. We refer to the directors nominated by the Apollo Stockholder based on such percentage ownership as the "Apollo Directors."

For so long as Amazon holds the 2019 Warrants or any shares of common stock issued upon exercise of the 2019 Warrants and the ATSA remains in effect, Amazon will have the right to nominate a member or an observer to our board of directors. We refer to the director nominated by Amazon, if any, as the "Amazon Director." As of the date of this prospectus, Amazon has not exercised its right to nominate a member or an observer to our board of directors.

Each director is to hold office for a three year term and until the annual meeting of stockholders for the election of the class of directors to which such director has been elected and until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal. Any vacancy on our board of directors (other than in respect of an Apollo Director or an Amazon Director) will be filled only by the affirmative vote of a majority of the remaining directors, even if less than a quorum. Any vacancy on our board of directors in respect of an Apollo Director will be filled only by individuals designated by the Apollo Stockholder, for so long as Apollo and its affiliates, including the Apollo Stockholder, beneficially own at least 5% of our issued and outstanding common stock, and any vacancy in respect of an Amazon Director shall only be filled by Amazon.

At any meeting of our board of directors, except as otherwise required by law, a majority of the total number of directors then in office will constitute a quorum for all purposes, except that if Apollo and its affiliates, including the Apollo Stockholder, beneficially own at least 5% of our issued and outstanding common stock and there is at least one member of our board of directors who is an Apollo Director, then at least one director that is an Apollo Director must be present for there to be a quorum unless each Apollo Director waives his or her right to be included in the quorum at such meeting.

### **Certain Corporate Anti-takeover Provisions**

Certain provisions in our certificate of incorporation, bylaws and Stockholders Agreement summarized below may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for the shares held by stockholders.

#### *Preferred Stock*

Our certificate of incorporation contains provisions that permit our board of directors to issue, without any further vote or action by stockholders, shares of preferred stock in one or more series and, with respect to each such series, to fix the number of shares constituting the series and the designation of the series, the voting rights (if any) of the shares of the series, the powers, preference, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions, of the shares of such series.

### *Classified Board of Directors*

Our certificate of incorporation provides that our board of directors will be divided into three classes of directors, with the classes to be as nearly equal in number as possible, and with the directors in each class serving staggered three-year terms. As a result, approximately one-third of our board of directors will be elected each year. The classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board of directors. Our certificate of incorporation provides that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by our board of directors, as described above in “—Composition of Board of Directors; Election and Removal.”

### *Removal of Directors; Vacancies*

Under the DGCL, unless otherwise provided in our certificate of incorporation, directors serving on a classified board may be removed by the stockholders only for cause. Our certificate of incorporation provides that directors may be removed with or without cause upon the affirmative vote of a majority in voting power of all outstanding shares of stock entitled to vote thereon, voting together as a single class; provided, however, that (i) from and after the time Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own, in the aggregate, at least 50.1% of the voting power of our outstanding common stock, directors may only be removed for cause, and only by the affirmative vote of holders of at least 66 2/3% in voting power of all the then-outstanding shares of stock of the Company entitled to vote thereon, voting together as a single class and (ii) Amazon must consent to the removal of any Amazon Director. Any vacancy on our board of directors in respect of an Apollo Director shall only be filled by the Apollo Stockholder and any vacancy on our board of directors in respect of an Amazon Director shall only be filled by Amazon. Any other vacancy on our board of directors will be filled only by the affirmative vote of a majority of the remaining directors, even if less than a quorum, as described above in “— Composition of Board of Directors; Election and Removal.”

### *No Cumulative Voting*

Under our certificate of incorporation, stockholders do not have the right to cumulative votes in the election of directors.

### *Special Meetings of Stockholders*

Our certificate of incorporation provides that if less than 50.1% of the voting power of our outstanding common stock is beneficially owned by Apollo and its affiliates, including the Apollo Stockholder, special meetings of the stockholders may be called only by the chairman of the board of directors or by the secretary at the direction of a majority of the directors then in office. For so long as at least 50.1% of the voting power of our outstanding common stock is beneficially owned by Apollo and its affiliates, including the Apollo Stockholder, special meetings may also be called by the secretary at the written request of the holders of a majority of the voting power of the then outstanding common stock. The business transacted at any special meeting will be limited to the proposal or proposals included in the notice of the meeting.

### *Stockholder Action by Written Consent*

Subject to the rights of the holders of one or more series of our preferred stock then outstanding, any action required or permitted to be taken by stockholders must be effected at a duly called annual or special meeting of our stockholders; provided, that prior to the time at which Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own at least 50.1% of the voting power our outstanding common stock, any action required or permitted to be taken at any annual or special meeting of our stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by or on behalf of the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and are delivered in accordance with applicable Delaware law.

### *Advance Notice Requirements for Stockholder Proposals and Director Nominations*

Our bylaws provide that stockholders who are seeking to bring business before an annual meeting of stockholders and stockholders who are seeking to nominate candidates for election as directors at an annual meeting of stockholders, other than any nomination for an Amazon Director or an Apollo Director, must provide timely notice thereof in writing. To be timely, a stockholder's notice generally must be delivered to and received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting of stockholders; provided, that in the event that the date of such meeting is advanced by more than 30 days prior to, or delayed by more than 60 days after, the anniversary of the preceding year's annual meeting of our stockholders, a stockholder's notice to be timely must be so delivered not earlier than the close of business on the 120th day prior to such meeting and not later than the close of business on the 90th day prior to such meeting or, if the first public announcement of the date of such meeting is less than 100 days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made. Our bylaws specify certain requirements as to the form and content of a stockholder's notice.

These provisions may preclude stockholders from bringing matters before an annual meeting of stockholders or from making nominations for directors at an annual meeting of stockholders.

All of the foregoing provisions of our certificate of incorporation and bylaws could discourage potential acquisition proposals and could delay or prevent a change in control. These provisions are intended to enhance the likelihood of continuity and stability in the composition of the board of directors and in the policies formulated by the board of directors and to discourage certain types of transactions that may involve an actual or threatened change in control. These same provisions may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interest. In addition, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our common stock that could result from actual or rumored takeover attempts. Such provisions also may have the effect of preventing changes in our management.

#### *Delaware Takeover Statute*

Our certificate of incorporation provides that we are not governed by Section 203 of the DGCL which, in the absence of such provisions, would have imposed additional requirements regarding mergers and other business combinations.

However, our certificate of incorporation includes a provision that restricts us from engaging in any business combination with an interested stockholder for three years following the date that person becomes an interested stockholder. Such restrictions shall not apply to any business combination between Apollo and any affiliate thereof, including the Apollo Funds and the Apollo Stockholder, or their direct and indirect transferees, on the one hand, and us, on the other. In addition, such restrictions will not apply if:

- a stockholder becomes an interested stockholder inadvertently and (i) as soon as practicable divests itself of ownership of sufficient shares so that it ceases to be an interested stockholder and (ii) within the three-year period immediately prior to the business combination between the Company and such stockholder, would not have been an interested stockholder but for the inadvertent acquisition of ownership; or
- the business combination is proposed prior to the consummation or abandonment of, and subsequent to the earlier of the public announcement or the notice required under the certificate of incorporation of, a proposed transaction that (i) constitutes one of the transactions described in the proviso of this sentence, (ii) is with or by a person who either was not an interested stockholder during the previous three years or who became an interested stockholder with the approval of our board of directors and (iii) is approved or not opposed by a majority of the directors then in office (but not less than one) who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors; provided that the proposed transactions are limited to (x) a merger or consolidation of the Company (except for a merger in respect of which, pursuant to Section 251(f) of the DGCL, no vote of the stockholders of the Company is required), (y) a sale, lease, exchange, mortgage, whether as part of a dissolution or otherwise, of assets of the Company or of any direct or indirect majority-owned subsidiary of the Company (other than to any wholly owned subsidiary or to the Company) having an aggregate market value equal to 50% or more of either that aggregate market value of all the assets of the Company determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Company or (z) a proposed tender or exchange offer for 50% or more of the outstanding voting stock of the Company; provided further that the Company will give not less than 20 days' notice to all interested stockholders prior to the consummation of any of the transactions described in clause (x) or (y) above. Additionally, we would be able to enter into a business combination with an interested stockholder if:
  - before that person became an interested stockholder, our board of directors approved the transaction in which the interested stockholder became an interested stockholder or approved the business combination;
  - upon consummation of the transaction that resulted in the interested stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) stock held by directors who are also officers of our Company and by employee stock plans that do not provide employees with the right to determine confidentially whether shares held under the plan will be tendered in a tender or exchange offer; or
  - following the transaction in which that person became an interested stockholder, the business combination is approved by our board of directors and authorized at a meeting of stockholders by the affirmative vote of the holders of at least 66 2/3% of the voting power of our outstanding voting stock not owned by the interested stockholder.

In general, a “business combination” is defined to include mergers, asset sales and other transactions resulting in financial benefit to a stockholder and an “interested stockholder” is any person who, together with affiliates and associates, is the owner of 15% or more of our outstanding voting stock or is our affiliate or associate and was the owner of 15% or more of our outstanding voting stock at any time within the three-year period immediately before the date of determination. Under our certificate of incorporation, an “interested stockholder” generally does not include Apollo and any affiliate thereof or their direct and indirect transferees.

This provision of our certificate of incorporation could prohibit or delay mergers or other takeover or change in control attempts and, accordingly, may discourage attempts to acquire us even though such a transaction may offer our stockholders the opportunity to sell their stock at a price above the prevailing market price.

#### *Amendment of Our Certificate of Incorporation*

Under Delaware law, our certificate of incorporation may be amended only with the affirmative vote of holders of at least a majority of the outstanding stock entitled to vote thereon.

Notwithstanding the foregoing, our certificate of incorporation provides that, from and after the time Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own at least 50.1% of the voting power of our outstanding common stock, in addition to any vote required by applicable law, our certificate of incorporation or bylaws, the affirmative vote of holders of at least 66 2/3% of the voting power of our outstanding shares of our capital stock entitled to vote thereon, voting together as a single class, is required to alter, amend or repeal the following provisions of our certificate of incorporation:

- the provision authorizing the board of directors to designate one or more series of preferred stock and, by resolution, to provide the rights, powers and preferences, and the qualifications, limitations and restrictions thereof, of any series of preferred stock;
- the provisions providing for a classified board of directors and the number of the directors, establishing the term of office of directors, setting forth the quorum of any meeting of the board of directors, relating to the removal of directors, specifying the manner in which vacancies on the board of directors and newly created directorships may be filled and relating to any voting rights of preferred stock;
- the provisions authorizing our board of directors to make, alter, amend or repeal our bylaws;
- the provisions regarding the calling of special meetings and stockholder action by written consent in lieu of a meeting;
- the provisions eliminating monetary damages for breaches of fiduciary duty by a director;
- the provisions providing for indemnification and advance of expenses of our directors and officers;
- the provisions regarding competition and corporate opportunities;
- the provision specifying that, unless we consent in writing to the selection of an alternative forum, the Chancery Court of the State of Delaware will be the sole and exclusive forum for intra-corporate disputes and the federal district courts of the United States will be the exclusive forum for causes of actions arising under the Securities Act;
- the provisions regarding entering into business combinations with interested stockholders;
- the provision requiring that, from and after the time Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own at least 50.1% of the voting power of our outstanding common stock, amendments to specified provisions of our certificate of incorporation require the affirmative vote of 66 2/3% in voting power of our outstanding stock, voting as a single class; and
- the provision requiring that, from and after the time Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own at least 50.1% of the voting power of our outstanding common stock, amendments by the stockholders to our bylaws require the affirmative vote of 66 2/3% in voting power of our outstanding stock, voting as a single class.



### *Amendment of Our Bylaws*

Our bylaws provide that they can be amended by the vote of the holders of shares constituting a majority of the voting power or by the vote of a majority of the board of directors. However, our certificate of incorporation provides that, from and after the time Apollo and its affiliates, including the Apollo Stockholder, cease to beneficially own at least 50.1% of the voting power of our outstanding common stock, in addition to any vote required under our certificate of incorporation, the affirmative vote of the holders of at least 66 2/3% of the voting power of the outstanding shares of stock entitled to vote thereon, voting as a single class, is required for the stockholders to alter, amend or repeal any provision of our bylaws or to adopt any provision inconsistent therewith.

### *Certain Matters that Require Consent of our Stockholders*

The Stockholders Agreement provides that until Apollo and its affiliates, including the Apollo Stockholder, no longer beneficially own at least 25% of our issued and outstanding common stock, we will not take certain significant actions specified therein without the prior consent of the Apollo Stockholder, including, but not limited to:

- any material acquisition of equity interests or assets of any other entity, or any business, properties, assets or entities, other than acquisitions of aircraft or engines in the ordinary course of business and other ordinary course acquisitions with vendors, customers and suppliers;
- any material disposition of any of our or our subsidiaries' assets or equity interests, other than dispositions of aircraft or engines in the ordinary course of business; or
- merging or consolidating with or into any other entity, or transferring (by lease, assignment, sale or otherwise) all or substantially all of the Company's and our subsidiaries' assets, taken as a whole, to another entity, or enter into or agree to undertake any other transaction that would constitute a "change of control" as defined in the Stockholders Agreement (other than, in each case, transactions among the Company and our wholly-owned subsidiaries).

The provisions of the DGCL, our certificate of incorporation, our bylaws and our Stockholders Agreement could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

### **Limited Ownership and Voting by Foreign Owners**

To comply with restrictions imposed by federal law on foreign ownership and control of U.S. airlines, our certificate of incorporation and bylaws restrict ownership and control of shares of our common stock by non-U.S. citizens. The restrictions imposed by federal law and DOT policy require that we be owned and controlled by U.S. citizens, that no more than 25% of our voting stock be owned or controlled, directly or indirectly, by persons or entities who are not U.S. citizens, as defined in 49 U.S.C. § 40102(a)(15), that no more than 49% of our stock be owned or controlled, directly or indirectly, by persons or entities who are not U.S. citizens and are from countries that have entered into "open skies" air transport agreements with the United States, that our president and at least two-thirds of the members of our board of directors and other managing officers be U.S. citizens and that we be under the actual control of U.S. citizens. Our certificate of incorporation and bylaws provide that the failure of non-U.S. citizens to register their shares on a separate stock record, which we refer to as the "foreign stock record," would result in a loss of their voting rights in the event and to the extent that the aggregate foreign ownership of the outstanding common stock exceeds the foreign ownership restrictions imposed by federal law. Our bylaws further provide that no shares of our common stock will be registered on the foreign stock record if the amount so registered would exceed the foreign ownership restrictions imposed by federal law. If it is determined that the amount registered in the foreign stock record exceeds the foreign ownership restrictions imposed by federal law, shares will be removed from the foreign stock record, resulting in the loss of voting rights, in reverse chronological order based on the date of registration therein, until the number of shares registered therein does not exceed the foreign ownership restrictions imposed by federal law. We are currently in compliance with these ownership restrictions.

### **Exclusive Forum Selection**

Unless we consent in writing to the selection of an alternative forum, the Chancery Court of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for:

- any derivative action or proceeding brought on our behalf;
- any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders;

- any action asserting a claim arising pursuant to any provision of the DGCL or of our certificate of incorporation or our bylaws; or
- any action asserting a claim against us or any of our directors or officers governed by the internal affairs doctrine, in each such case subject to the Delaware Court of Chancery having personal jurisdiction over the indispensable parties named as defendants.

Notwithstanding the foregoing, the provisions of the foregoing paragraph will not apply to suits brought to enforce any liability or duty created by the Securities Act, the Exchange Act or any other claim for which the federal district courts of the United States have exclusive jurisdiction. For instance, the provision would not apply to actions arising under federal securities laws, including suits brought to enforce any liability or duty created by the Securities Act, Exchange Act or the rules and regulations thereunder. Our certificate of incorporation further provides that the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any action, suit or proceeding asserting a cause of action arising under the Securities Act. Any person or entity purchasing or otherwise acquiring any interest in any shares of our capital stock will be deemed to have notice of and, to the fullest extent permitted by law, to have consented to the foregoing forum selection provisions. However, the enforceability of similar forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that a court could find these types of provisions to be unenforceable.

We recognize that the forum selection clause in our certificate of incorporation may impose additional litigation costs on stockholders in pursuing any such claims, particularly if the stockholders do not reside in or near the State of Delaware. Additionally, the forum selection clause in our certificate of incorporation may limit our stockholders' ability to bring a claim in a forum that they find favorable for disputes with us or our directors, officers or employees, which may discourage such lawsuits against us and our directors, officers and employees even though an action, if successful, might benefit our stockholders. Alternatively, if a court were to find the choice of forum provision contained in our certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions. The Court of Chancery of the State of Delaware and the federal district courts of the United States may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders.

### **Listing**

Our common stock is listed on Nasdaq under the symbol "SNCY."

### **Transfer Agent and Registrar**

The transfer agent and registrar for our common stock is Broadridge Corporate Issuer Solutions.

**SUN COUNTRY AIRLINES HOLDINGS, INC.**  
**2021 OMNIBUS INCENTIVE PLAN**  
**RESTRICTED STOCK UNIT AWARD AGREEMENT**

THIS RESTRICTED STOCK UNIT AWARD AGREEMENT (this “Agreement”), is entered into as of [\_\_\_\_], (the “Date of Grant”), by and between Sun Country Airlines Holdings, Inc., a Delaware corporation (the “Company”), and [\_\_\_\_] (the “Participant”). Capitalized terms used in this Agreement and not otherwise defined herein have the meanings ascribed to such terms in the Sun Country Airlines Holdings, Inc. 2021 Omnibus Incentive Plan, as amended, restated or otherwise modified from time to time in accordance with its terms (the “Plan”).

WHEREAS, the Company has adopted the Plan, pursuant to which restricted stock units (“RSUs”) may be granted; and

WHEREAS, the Committee has determined that it is in the best interests of the Company and its stockholders to grant the RSUs provided for herein to the Participant on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

**1. Grant of Restricted Stock Units.**

(a) Grant. The Company hereby grants to the Participant a total number of [\_\_\_\_] RSUs, on the terms and subject to the conditions set forth in this Agreement and as otherwise provided in the Plan. The RSUs shall vest in accordance with Section 2. The RSUs shall be credited to a separate book-entry account maintained for the Participant on the books of the Company.

(b) Incorporation by Reference. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and the Participant’s beneficiary in respect of any questions arising under the Plan or this Agreement. The Participant acknowledges that the Participant has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

**2. Vesting; Settlement.** The RSUs shall be one hundred percent (100%) unvested as of the Date of Grant. Except as may otherwise be provided herein, the RSUs shall vest on [\_\_\_\_] [the one-year anniversary of the Date of Grant] (the “Vesting Date”), subject to the Participant’s continued employment with, membership on the board of directors of, or engagement to provide services to, the Company or any of its Affiliates through the Vesting Date. Except as otherwise provided herein, the RSUs shall be settled within 15 days following the Vesting Date in an equivalent number of shares of Common Stock.

**3. Dividend Equivalents.** In the event of any issuance of a cash dividend on the shares of Common Stock (a “Dividend”), the Participant shall be credited, as of the payment date for such Dividend, with an amount (a “Dividend Equivalent”) equal to the product of (i) the number of RSUs granted pursuant to this Agreement and outstanding as of the record date for such Dividend multiplied by (ii) the amount of the

Dividend per share. The aggregate amount of the Dividend Equivalents (the “Distributable Amount”) shall be distributed to the Participant in connection with the settlement of the RSUs either in cash or, at the discretion of the Committee, in a number of shares of Common Stock with a Fair Market Value (as determined on the Vesting Date) equal to the Distributable Amount. To the extent any RSUs are forfeited prior to vesting, the corresponding Dividend Equivalents in respect thereof shall be forfeited immediately thereupon.

**4. Termination of Employment or Services.** If the Participant’s employment with, membership on the board of directors of, or engagement to provide services to the Company or any of its Affiliates terminates for any reason prior to the Vesting Date, the RSUs shall be canceled immediately, and the Participant shall not be entitled to receive any payments with respect thereto.

**5. Rights as a Stockholder.** The Participant shall not be deemed for any purpose to be the owner of any shares of Common Stock underlying the RSUs unless, until and to the extent that (i) the Company shall have issued and delivered to the Participant the shares of Common Stock underlying the RSUs and (ii) the Participant’s name shall have been entered as a stockholder of record with respect to such shares of Common Stock on the books of the Company. The Company shall cause the actions described in clauses (i) and (ii) of the preceding sentence to occur promptly following settlement as contemplated by this Agreement, subject to compliance with applicable laws.

**6. Compliance with Legal Requirements.**

(a) Generally. The granting and settlement of the RSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable U.S. federal, state and local laws, rules and regulations, all applicable non-U.S. laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Participant agrees to take all steps that the Committee or the Company determines are reasonably necessary to comply with all applicable provisions of U.S. federal and state securities law and non-U.S. securities law in exercising the Participant’s rights under this Agreement. Without limiting the generality of the foregoing, the Committee, in its sole discretion, may postpone the issuance or delivery of shares of Common Stock as the Committee may consider appropriate and may require the Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of shares of Common Stock in compliance with applicable laws, rules and regulations.

(b) Tax Withholding. Vesting and settlement of the RSUs shall be subject to the Participant’s satisfying any applicable U.S. federal, state and local tax withholding obligations and non-U.S. tax withholding obligations. The Company shall have the right and is hereby authorized to withhold from any amounts payable to the Participant in connection with the RSUs or otherwise the amount of any required withholding taxes in respect of the RSUs, their settlement or any payment or transfer of the RSUs or under the Plan and to take any such other action as the Committee or the Company deem necessary to satisfy all obligations for the payment of such withholding taxes (up to the maximum permissible withholding amounts), including the right to sell the number of shares of Common Stock that would otherwise be available for delivery upon settlement of the RSUs necessary to generate sufficient proceeds to satisfy withholding obligations. The Participant may elect to satisfy, and the Company may in all events require the Participant to satisfy, in whole or in part, the tax obligations by withholding shares of Common Stock that would otherwise be deliverable to the Participant upon settlement of the RSUs with a Fair Market Value equal to such withholding liability.

## 7. Clawback.

Notwithstanding anything to the contrary contained herein, the Committee may cancel the RSU award if the Participant, without the consent of the Company, has engaged in or engages in activity that is in conflict with or adverse to the interests of the Company or any Affiliate while employed by, serving as a director of, or otherwise providing services to the Company or any Subsidiary, including fraud or conduct contributing to any financial restatements or irregularities, or violates a non-competition, non-solicitation, non-disparagement or non-disclosure covenant or agreement with the Company or any Subsidiary (after giving effect to any applicable cure period set forth therein), as determined by the Committee. In such event, the Participant will forfeit any compensation, gain or other value realized thereafter on the vesting or settlement of the RSUs, the sale or other transfer of the RSUs, or the sale of shares of Common Stock acquired in respect of the RSUs (provided that the RSUs vested during the 12-month period immediately prior to the Participant's adverse activity) and must promptly repay such amounts to the Company. If the Participant receives any amount in excess of what the Participant should have received under the terms of the RSUs for any reason (including without limitation by reason of a financial restatement, mistake in calculations or other administrative error), all as determined by the Committee, then the Participant shall promptly repay any such excess amount to the Company. To the extent required by applicable law or the rules and regulations of the NYSE or any other securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted, or if so required pursuant to a written policy adopted by the Company, the RSUs shall be subject (including on a retroactive basis) to clawback, forfeiture or similar requirements (and such requirements shall be deemed incorporated by reference into this Agreement).

## 8. Restrictive Covenants.

(a) Non-Disparagement. During the term of the Participant's employment or service with the Company or any of its Affiliates and thereafter in perpetuity, the Participant shall not, directly or indirectly, knowingly disparage, criticize, or otherwise make derogatory statements regarding the Company or any of its Affiliates, successors, directors or officers. The foregoing shall not be violated by the Participant's truthful responses to legal process or inquiry by a governmental authority.

(b) Non-Disclosure of Confidential Information; Return of Property. During the term of the Participant's employment or service with the Company or any of its Affiliates and thereafter in perpetuity, the Participant shall maintain in confidence and shall not directly, indirectly or otherwise, use, disseminate, disclose or publish, or use for the Participant's benefit or the benefit of any Person, any confidential or proprietary information or trade secrets of or relating to the Company or any of its Affiliates, including, without limitation, information with respect to the Company's or any of its Affiliates' operations, processes, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees or other terms of employment, or deliver to any Person any document, record, notebook, computer program or similar repository of or containing any such confidential or proprietary information or trade secrets; provided, that the Participant's good faith performance of his or her duties and responsibilities for the Company and its Affiliates during employment or service shall not be deemed a breach of this Section 8(b). Upon the Participant's termination of employment or service for any reason, the Participant shall promptly deliver to the Company all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the Company's or any of its Affiliates' customers, business plans, marketing strategies, products or processes. The Participant may respond to a lawful and valid subpoena or other legal process but shall give the Company the earliest

possible notice thereof, shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought and, if requested by the Company, shall reasonably assist such counsel in resisting or otherwise responding to such process.

## **9. Miscellaneous.**

(a) Transferability. The RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered (a “Transfer”) by the Participant other than by will or by the laws of descent and distribution, pursuant to a qualified domestic relations order or as otherwise permitted under Section 14(b) of the Plan. Any attempted Transfer of the RSUs contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the RSUs, shall be null and void and without effect.

(b) Waiver. Any right of the Company contained in this Agreement may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages. No waiver by any party of any breach of this Agreement shall be held to constitute a waiver of any other breach or a waiver of the continuation of the same breach.

(c) Section 409A. The RSUs are intended to be exempt from, or compliant with, Section 409A of the Code. Notwithstanding the foregoing or any provision of the Plan or this Agreement, if any provision of the Plan or this Agreement contravenes Section 409A of the Code or could cause the Participant to incur any tax, interest or penalties under Section 409A of the Code, the Committee may, in its sole discretion and without the Participant’s consent, modify such provision to (i) comply with, or avoid being subject to, Section 409A of the Code, or to avoid the incurrence of taxes, interest and penalties under Section 409A of the Code, and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the Participant of the applicable provision without materially increasing the cost to the Company or contravening the provisions of Section 409A of the Code. This Section 9(c) does not create an obligation on the part of the Company to modify the Plan or this Agreement and does not guarantee that the RSUs will not be subject to interest and penalties under Section 409A.

(d) General Assets. All amounts credited in respect of the RSUs to the book-entry account under this Agreement shall continue for all purposes to be part of the general assets of the Company. The Participant’s interest in such account shall make the Participant only a general, unsecured creditor of the Company.

(e) Notices. Any notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax, pdf/email or overnight courier, or by postage-paid first-class mail. Notices sent by mail shall be deemed received three business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to the Participant, at the Participant’s address indicated by the Company’s records, or if to the Company, to the attention of the General Counsel at the Company’s principal executive office.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(g) No Rights to Employment, Directorship or Service. Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee,

consultant or director of the Company or any of its Affiliates or shall interfere with or restrict in any way the rights of the Company or any of its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(h) Fractional Shares. No fractional shares of Common Stock shall be issued or delivered pursuant to this Agreement, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares of Common Stock, or whether such fractional shares of Common Stock or any rights thereto shall be canceled, terminated or otherwise eliminated.

(i) Beneficiary. The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation.

(j) Successors. The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(k) Entire Agreement. This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations and negotiations in respect thereto, other than any other non-competition, non-solicitation, non-disparagement or non-disclosure or other similar agreement to which the Participant may be a party, the covenants of which shall continue to apply to the Participant in accordance with the terms of such agreement. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without consent under Section 11 or 13 of the Plan.

(l) Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) Dispute Resolution; Consent to Jurisdiction. All disputes between or among any Persons arising out of or in any way connected with the Plan, this Agreement or the RSUs shall be solely and finally settled by the Committee, acting in good faith, the determination of which shall be final. Any matters not covered by the preceding sentence shall be solely and finally settled in accordance with the Plan, and the Participant and the Company consent to the personal jurisdiction of the United States federal and state courts sitting in Wilmington, Delaware, as the exclusive jurisdiction with respect to matters arising out of or related to the enforcement of the Committee's determinations and resolution of matters, if any, related to the Plan or this Agreement not required to be resolved by the Committee. Each such Person hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the last known address of such Person, such service to become effective 10 days after such mailing.

(ii) Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated (whether based on contract, tort or any other theory). Each party hereto (A) certifies that no

representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this section.

(m) Headings. The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(n) Counterparts. This Agreement may be executed in one or more counterparts (including via facsimile and electronic image scan (pdf)), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

(o) Electronic Signature and Delivery. This Agreement may be accepted by return signature or by electronic confirmation. By accepting this Agreement, the Participant consents to the electronic delivery of prospectuses, annual reports and other information required to be delivered by U.S. Securities and Exchange Commission rules (which consent may be revoked in writing by the Participant at any time upon three business days' notice to the Company, in which case subsequent prospectuses, annual reports and other information will be delivered in hard copy to the Participant).

(p) Electronic Participation in Plan. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

*[Remainder of page intentionally blank]*



IN WITNESS WHEREOF, this Restricted Stock Unit Award Agreement has been executed by the Company and the Participant as of the day first written above.

SUN COUNTRY AIRLINES HOLDINGS, INC.

By: \_\_  
Name:  
Title:

PARTICIPANT

[ ]

**SUN COUNTRY EXECUTIVE EMPLOYMENT LETTER**

Dear Rose Neale,

Welcome to a new day at Sun Country Airlines. This Employment Letter Agreement (this "Agreement"), effective as of July 1, 2023 ("Effective Date"), is made by and between Erin Rose Neale (the "Executive") and Sun Country, Inc., a Minnesota corporation (together with any of its subsidiaries and affiliates) as may employ the Executive from time to time, and any and all successors thereto (the "Company"), and outlines the terms of your employment with the Company.

By execution of this Agreement, the Executive agrees to the terms outlined below.

1. Employment.

(a) In General. The Company shall employ the Executive, and the Executive shall be employed by the Company, on an at will basis ("Term"), in the position set forth in Section 1(b), and upon the other terms and conditions herein provided.

(b) Position and Duties. During the Term, the Executive shall serve as General Counsel and Senior Vice President of the Company, with responsibilities, duties, and authority customary for such position. The Executive shall report to the President and Chief Financial Officer of the Company. The Executive agrees to observe and comply with the Company's rules and policies as adopted from time to time by the Company.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$325,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company (the "Annual Base Salary").

(b) Annual Bonus. With respect to each calendar year that ends during the Term, the Executive shall be eligible to receive a discretionary annual cash bonus (the "Annual Bonus") in accordance with the terms of the Company's then in effective Omnibus Incentive Plan (the "Plan"). The Executive's actual Annual Bonus for a given year, if any, shall be determined on the basis of the Executive's and/or the Company's attainment of objective financial and/or other subjective or objective criteria established by the Company's Board of Directors ("Board") and communicated to the Executive at the beginning of such year. Notwithstanding the foregoing, no Annual Bonus shall be payable with respect to any calendar year unless the Executive remains continuously employed with the Company through the date of payment, except as otherwise provided in Section 4.

(c) Equity. Subject to the Early Termination Right adjustment outlined below, the Executive shall be granted certain equity interests of Sun Country Airlines Holdings, Inc., (the "Equity"), subject to the terms and conditions set forth in the Plan and any award agreement(s) thereunder.

(d) Executive Travel Benefits. The Executive is entitled to both positive-space and space-available travel benefits, in accordance with the Company's rules and policies.

(i) Positive Space Travel. Positive space travel is permitted as follows: the Executive will receive an annual credit of \$10,000 in the Executive's Universal Air Travel Plan ("UATP") account for personal travel on Company scheduled flights for the Executive and certain Qualifying Friends and Family (as defined below). Any increases to the annual credit of other executives of the same rank shall apply equally to the Executive. Each flown segment is valued at \$75, and deducted from the UATP account. The value of this benefit is reported as taxable income with taxes on such income paid for by the Company.

(ii) Qualifying Friends & Family. "Qualifying Friends and Family" are defined as follows:

(A) If the Executive travels on a flight itinerary, the Executive may bring up to eight friends or family members, on the same itinerary, on any scheduled Company flight (provided such persons are not prohibited by Company from traveling on Company flights).

(B) If the Executive is not listed on the flight itinerary, (x) the Executive's Circle of Travelers (defined under the Company's Employee Travel Policy) may use the Executive's positive travel benefit for any scheduled Company flight and flown segments will be deducted from the UATP account; or (y) any friend or family member not otherwise prohibited by Company from traveling on Company's flights, may travel on any scheduled Company flight with Executive's consent, and flown segments will be deducted from the UATP account.

(iii) Space Available Travel. The Executive and the Executive's Circle of Travelers may also travel on scheduled Company flights in accordance with the Company's Employee Travel Policy, in which case, flown segments will not be deducted from the Executive's UATP account.

(iv) Travel Benefits Vesting. Upon the earlier of (x) five (5) years of service to SCA, measured from the Executive's original hire date; or (y) the acquisition by any person or related "group" of persons, or persons acting jointly or in concert, of beneficial ownership (including control or direction) of 50% or more (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, including Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock, or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote in the election of directors, but excluding any acquisition by the Company or any of its affiliates or by any employee benefit plan sponsored or maintained by the Company or any of its affiliates; Executive's travel benefits under this Agreement vest and are non-forfeitable for the Executive's lifetime and therefore are useable by Executive for the remainder of Executive's life.

(e) Other Benefits. The Executive shall be entitled to receive other benefits (e.g., vacation, welfare benefits, etc.) in accordance with the Company's rules and policies as adopted from time to time by the Company.

3. Termination. Pursuant to the Early Termination Right, the Executive's employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Circumstances.

(i) Death. The Executive's employment hereunder shall terminate upon his or her death.

(ii) Termination with Cause. The Company may terminate the Executive's employment with "Cause" upon (i) the Executive's indictment for, conviction of, or plea of guilty or nolo contendere to, any (x) felony, (y) misdemeanor involving moral turpitude, or (z) other crime involving either fraud or a breach of the Executive's duty of loyalty with respect to the Company or any affiliates thereof, or any of its customers or suppliers, (ii) the Executive's failure to perform duties as reasonably directed by the President and Chief Financial Officer of the Company after written notice thereof and failure to cure within ten (10) business days of receipt of the written notice, (iii) the Executive's fraud, misappropriation, embezzlement (whether or not in connection with employment), or material misuse of funds or property belonging to the Company or any of its affiliates, (iv) the Executive's willful violation of the policies of the Company or any of its subsidiaries, or gross negligence in connection with the performance of his or her duties, after written notice thereof and failure to cure within ten (10) business days of receipt of written notice, (v) the Executive's use of alcohol that interferes with the performance of the Executive's duties or use of illegal drugs, if either (A) the Executive fails to obtain treatment within ten (10) business days after receipt of written notice thereof or (B) the Executive obtains treatment and, following Executive's return to work, the Executive's use of alcohol again interferes with the performance of the Executive's duties or the Executive again uses illegal drugs, (vi) the Executive's material breach of this Agreement, and failure to cure such breach within ten (10) business days after receipt of written notice, or (vii) the Executive's breach of the confidentiality or non-disparagement provisions (excluding unintentional breaches that are cured within ten (10) days after the Executive becomes aware of such breaches, to the extent curable) or the non-solicitation provisions to which the Executive is subject (including, without limitation, under this Agreement, if applicable). If, within thirty (30) days subsequent to the Executive's termination of employment for any reason other than by the Company for Cause, the Company discovers facts such that the Executive's termination of employment could have been for Cause, the Executive's termination of employment will be deemed to have been for Cause for all purposes, and the Executive will be required to disgorge to the Company all amounts received under this Agreement, all equity awards or otherwise that would not have been payable to the Executive had such termination of employment been by the Company for Cause.

(iii) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(iv) Resignation. The Executive may resign from his or her employment upon not less than sixty (60) days' advance written notice to the President and Chief Financial Officer of the Company.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice (a "Notice of Termination") to the other party hereto specifying a date for termination in accordance with the applicable provision ("Date of Termination").

(c) Termination of All Positions. Upon termination of the Executive's employment for any reason, the Executive agrees to resign, as of the Date of Termination or such other date requested by the Company, from all positions and offices that the Executive then holds with the Company and its affiliates. The Executive agrees to promptly execute such documents as the Company, in its sole discretion, shall reasonably deem necessary to effect such resignations, and in the event that the Executive is unable or unwilling to execute any such document, Executive hereby grants his or her proxy to any officer of the Company to so execute on his or her behalf.

(d) Suspension of Duties. The Company reserves the right to bar the Executive from the offices of the Company or any of its affiliates and to require that the Executive refrain from undertaking all or any of the Executive's duties.

#### 4. Company Obligations upon Termination of Employment.

(a) In General. Upon termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive (i) any amount of the Executive's Annual Base Salary earned through the Date of Termination not theretofore paid, (ii) any Annual Bonus (and if applicable, any Long-Term Incentive) for the year prior to the year in which the Date of Termination occurred, that was earned but not yet paid, and (iii) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs, or arrangements under Section 2(g) (other than severance plans, programs, or arrangements), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs, or arrangements including, where applicable, any death and disability benefits (the "Accrued Obligations"). Notwithstanding anything to the contrary, upon a termination by the Company with Cause, the Accrued Obligations shall not include the amount set forth in clause (ii) of the preceding sentence.

(b) Termination without Cause. If the Company terminates the Executive's employment without Cause pursuant to Section 3(a)(iii), the Company shall, in addition to the Accrued Obligations, continue to pay the Annual Base Salary in accordance with the Company's customary payroll practices during the period beginning on the Date of Termination and ending on the earlier to occur of (A) the twelve (12) month anniversary of the Date of Termination and (B) the first date that the Executive violates any covenant contained herein or in the Release (as hereafter defined), after receipt of written notice thereof and expiration of a 10 business day cure period; provided, however, the installment payments payable pursuant to this Section 5(b) shall commence on the first payroll period following the effective date of the Release (as defined below),

and the initial installment shall include a lump-sum payment of all amounts accrued under this Section 5(b) from the Date of Termination through the date of such initial payment.

(b) Release. Notwithstanding anything herein to the contrary, the amounts payable to the Executive under Sections 4(b), other than the Accrued Obligations, shall be contingent upon and subject to the Executive's (or the Executive's estate, if applicable) execution and non-revocation of a general waiver and release of claims agreement in the Company's customary form, which in any case shall include a 12 month (i) non-solicitation and non-hire clause; and (ii) nondisclosure, nondisparagement, and intellectual property protection clause, each in the Company's standard form (the "Release") (and the expiration of any applicable revocation period), on or prior to the sixtieth (60<sup>th</sup>) day following the Date of Termination.

(c) Survival. Except as otherwise set forth herein, the expiration or termination of the Term shall not impair the rights or obligations of any party hereto, which shall have accrued prior to such expiration or termination.

5. Assignment and Successors. The Company may assign its rights and obligations under this Agreement. The Executive may not assign his or her rights or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and the Executive and their respective successors, assigns, personnel, legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. In the event of the Executive's death following a termination of his or her employment, all unpaid amounts otherwise due the Executive (including under Section 4) shall be paid to his or her estate.

6. Governing Law; Jurisdiction. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the substantive laws of the State of Delaware, without reference to the principles of conflicts of law of Delaware or any other jurisdiction, and where applicable, the laws of the United States. The parties agree that any suit, action or proceeding brought by or against such party in connection with this Agreement shall be brought solely in any state or federal court within the State of Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS RIGHTS OR OBLIGATIONS HEREUNDER.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

8. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments expressly contemplated hereby or referred to herein) are intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and its affiliates and to supersede any and all prior employment agreements, offer letters, severance agreements and similar agreements, plans, provisions, understandings or arrangements, whether written or oral, and all such prior agreements, plans, provisions, understandings or arrangements shall be null and void in their entirety and of no further force or effect. The parties hereto further intend that this Agreement shall constitute the complete and

exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

9. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by the Executive and a duly authorized officer of the Company (other than the Executive). By an instrument in writing similarly executed and similarly identifying the waived compliance, the Executive or a duly authorized officer of the Company (other than the Executive) may waive compliance by the other party or parties with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

10. Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Employee Representations. The Executive represents, warrants and covenants that (i) to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Internal Revenue Code and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof; (ii) that he or she has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on his or her own judgment, (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Executive is subject, (iv) the Executive shall keep all terms of this Agreement confidential, except with respect to disclosure to the Executive's spouse, accountants or attorneys, each of whom shall agree to keep all terms of this Agreement confidential, and (v) the Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local, and foreign withholding and other taxes and charges that the Company is required to withhold. Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel.

*[signature page follows]*

We look forward to having you on board.

Very truly yours,

**Sun Country, Inc.**

By: /s/ Dave Davis  
Name: Dave Davis  
Title: President and Chief Financial Officer

**ACKNOWLEDGED AND AGREED:**

**EXECUTIVE**

/s/ Erin Rose Neale  
Erin Rose Neale



**SUN COUNTRY EXECUTIVE EMPLOYMENT LETTER**

Dear Eric Levenhagen,

Welcome to a new day at Sun Country Airlines. This Employment Letter Agreement (this “Agreement”), effective as of July 1, 2023 (“Effective Date”), is made by and between Eric Levenhagen (the “Executive”) and Sun Country, Inc., a Minnesota corporation (together with any of its subsidiaries and affiliates) as may employ the Executive from time to time, and any and all successors thereto (the “Company”), and outlines the terms of your employment with the Company.

By execution of this Agreement, the Executive agrees to the terms outlined below.

1. Employment.

(a) In General. The Company shall employ the Executive, and the Executive shall be employed by the Company, on an at will basis (“Term”), in the position set forth in Section 1(b), and upon the other terms and conditions herein provided.

(b) Position and Duties. During the Term, the Executive shall serve as Chief Human Resources Officer and Senior Vice President of the Company, with responsibilities, duties, and authority customary for such position. The Executive shall report to the Chief Executive Officer of the Company. The Executive agrees to observe and comply with the Company’s rules and policies as adopted from time to time by the Company.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$325,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company (the “Annual Base Salary”).

(b) Annual Bonus. With respect to each calendar year that ends during the Term, the Executive shall be eligible to receive a discretionary annual cash bonus (the “Annual Bonus”) in accordance with the terms of the Company’s then in effective Omnibus Incentive Plan (the “Plan”). The Executive’s actual Annual Bonus for a given year, if any, shall be determined on the basis of the Executive’s and/or the Company’s attainment of objective financial and/or other subjective or objective criteria established by the Company’s Board of Directors (“Board”) and communicated to the Executive at the beginning of such year. Notwithstanding the foregoing, no Annual Bonus shall be payable with respect to any calendar year unless the Executive remains continuously employed with the Company through the date of payment, except as otherwise provided in Section 4.

(c) Equity. Subject to the Early Termination Right adjustment outlined below, the Executive shall be granted certain equity interests of Sun Country Airlines Holdings, Inc., (the “Equity”), subject to the terms and conditions set forth in the Plan and any award agreement(s) thereunder.

(d) Executive Travel Benefits. The Executive is entitled to both positive-space and space-available travel benefits, in accordance with the Company's rules and policies.

(i) Positive Space Travel. Positive space travel is permitted as follows: the Executive will receive an annual credit of \$10,000 in the Executive's Universal Air Travel Plan ("UATP") account for personal travel on Company scheduled flights for the Executive and certain Qualifying Friends and Family (as defined below). Any increases to the annual credit of other executives of the same rank shall apply equally to the Executive. Each flown segment is valued at \$75, and deducted from the UATP account. The value of this benefit is reported as taxable income with taxes on such income paid for by the Company.

(ii) Qualifying Friends & Family. "Qualifying Friends and Family" are defined as follows:

(A) If the Executive travels on a flight itinerary, the Executive may bring up to eight friends or family members, on the same itinerary, on any scheduled Company flight (provided such persons are not prohibited by Company from traveling on Company flights).

(B) If the Executive is not listed on the flight itinerary, (x) the Executive's Circle of Travelers (defined under the Company's Employee Travel Policy) may use the Executive's positive travel benefit for any scheduled Company flight and flown segments will be deducted from the UATP account; or (y) any friend or family member not otherwise prohibited by Company from traveling on Company's flights, may travel on any scheduled Company flight with Executive's consent, and flown segments will be deducted from the UATP account.

(iii) Space Available Travel. The Executive and the Executive's Circle of Travelers may also travel on scheduled Company flights in accordance with the Company's Employee Travel Policy, in which case, flown segments will not be deducted from the Executive's UATP account.

(iv) Travel Benefits Vesting. Upon the earlier of (x) five (5) years of service to SCA, measured from the Executive's original hire date; or (y) the acquisition by any person or related "group" of persons, or persons acting jointly or in concert, of beneficial ownership (including control or direction) of 50% or more (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, including Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock, or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote in the election of directors, but excluding any acquisition by the Company or any of its affiliates or by any employee benefit plan sponsored or maintained by the Company or any of its affiliates; Executive's travel benefits under this Agreement vest and are non-forfeitable for the Executive's lifetime and therefore are useable by Executive for the remainder of Executive's life.

(e) Other Benefits. The Executive shall be entitled to receive other benefits (e.g., vacation, welfare benefits, etc.) in accordance with the Company's rules and policies as adopted from time to time by the Company.

3. Termination. Pursuant to the Early Termination Right, the Executive's employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Circumstances.

(i) Death. The Executive's employment hereunder shall terminate upon his or her death.

(ii) Termination with Cause. The Company may terminate the Executive's employment with "Cause" upon (i) the Executive's indictment for, conviction of, or plea of guilty or nolo contendere to, any (x) felony, (y) misdemeanor involving moral turpitude, or (z) other crime involving either fraud or a breach of the Executive's duty of loyalty with respect to the Company or any affiliates thereof, or any of its customers or suppliers, (ii) the Executive's failure to perform duties as reasonably directed by the Chief Executive Officer of the Company after written notice thereof and failure to cure within ten (10) business days of receipt of the written notice, (iii) the Executive's fraud, misappropriation, embezzlement (whether or not in connection with employment), or material misuse of funds or property belonging to the Company or any of its affiliates, (iv) the Executive's willful violation of the policies of the Company or any of its subsidiaries, or gross negligence in connection with the performance of his or her duties, after written notice thereof and failure to cure within ten (10) business days of receipt of written notice, (v) the Executive's use of alcohol that interferes with the performance of the Executive's duties or use of illegal drugs, if either (A) the Executive fails to obtain treatment within ten (10) business days after receipt of written notice thereof or (B) the Executive obtains treatment and, following Executive's return to work, the Executive's use of alcohol again interferes with the performance of the Executive's duties or the Executive again uses illegal drugs, (vi) the Executive's material breach of this Agreement, and failure to cure such breach within ten (10) business days after receipt of written notice, or (vii) the Executive's breach of the confidentiality or non-disparagement provisions (excluding unintentional breaches that are cured within ten (10) days after the Executive becomes aware of such breaches, to the extent curable) or the non-solicitation provisions to which the Executive is subject (including, without limitation, under this Agreement, if applicable). If, within thirty (30) days subsequent to the Executive's termination of employment for any reason other than by the Company for Cause, the Company discovers facts such that the Executive's termination of employment could have been for Cause, the Executive's termination of employment will be deemed to have been for Cause for all purposes, and the Executive will be required to disgorge to the Company all amounts received under this Agreement, all equity awards or otherwise that would not have been payable to the Executive had such termination of employment been by the Company for Cause.

(iii) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(iv) Resignation. The Executive may resign from his or her employment upon not less than sixty (60) days' advance written notice to the Chief Executive Officer of the Company.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice (a "Notice of Termination") to the other party hereto specifying a date for termination in accordance with the applicable provision ("Date of Termination").

(c) Termination of All Positions. Upon termination of the Executive's employment for any reason, the Executive agrees to resign, as of the Date of Termination or such other date requested by the Company, from all positions and offices that the Executive then holds with the Company and its affiliates. The Executive agrees to promptly execute such documents as the Company, in its sole discretion, shall reasonably deem necessary to effect such resignations, and in the event that the Executive is unable or unwilling to execute any such document, Executive hereby grants his or her proxy to any officer of the Company to so execute on his or her behalf.

(d) Suspension of Duties. The Company reserves the right to bar the Executive from the offices of the Company or any of its affiliates and to require that the Executive refrain from undertaking all or any of the Executive's duties.

#### 4. Company Obligations upon Termination of Employment.

(a) In General. Upon termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive (i) any amount of the Executive's Annual Base Salary earned through the Date of Termination not theretofore paid, (ii) any Annual Bonus (and if applicable, any Long-Term Incentive) for the year prior to the year in which the Date of Termination occurred, that was earned but not yet paid, and (iii) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs, or arrangements under Section 2(g) (other than severance plans, programs, or arrangements), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs, or arrangements including, where applicable, any death and disability benefits (the "Accrued Obligations"). Notwithstanding anything to the contrary, upon a termination by the Company with Cause, the Accrued Obligations shall not include the amount set forth in clause (ii) of the preceding sentence.

(b) Termination without Cause. If the Company terminates the Executive's employment without Cause pursuant to Section 3(a)(iii), the Company shall, in addition to the Accrued Obligations, continue to pay the Annual Base Salary in accordance with the Company's customary payroll practices during the period beginning on the Date of Termination and ending on the earlier to occur of (A) the twelve (12) month anniversary of the Date of Termination and (B) the first date that the Executive violates any covenant contained herein or in the Release (as hereafter defined), after receipt of written notice thereof and expiration of a 10 business day cure period; provided, however, the installment payments payable pursuant to this Section 5(b) shall commence on the first payroll period following the effective date of the Release (as defined below),

and the initial installment shall include a lump-sum payment of all amounts accrued under this Section 5(b) from the Date of Termination through the date of such initial payment.

(c) Release. Notwithstanding anything herein to the contrary, the amounts payable to the Executive under Sections 4(b), other than the Accrued Obligations, shall be contingent upon and subject to the Executive's (or the Executive's estate, if applicable) execution and non-revocation of a general waiver and release of claims agreement in the Company's customary form, which in any case shall include a 12 month (i) non-solicitation and non-hire clause; and (ii) nondisclosure, nondisparagement, and intellectual property protection clause, each in the Company's standard form (the "Release") (and the expiration of any applicable revocation period), on or prior to the sixtieth (60<sup>th</sup>) day following the Date of Termination.

(d) Survival. Except as otherwise set forth herein, the expiration or termination of the Term shall not impair the rights or obligations of any party hereto, which shall have accrued prior to such expiration or termination.

5. Assignment and Successors. The Company may assign its rights and obligations under this Agreement. The Executive may not assign his or her rights or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and the Executive and their respective successors, assigns, personnel, legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. In the event of the Executive's death following a termination of his or her employment, all unpaid amounts otherwise due the Executive (including under Section 4) shall be paid to his or her estate.

6. Governing Law; Jurisdiction. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the substantive laws of the State of Delaware, without reference to the principles of conflicts of law of Delaware or any other jurisdiction, and where applicable, the laws of the United States. The parties agree that any suit, action or proceeding brought by or against such party in connection with this Agreement shall be brought solely in any state or federal court within the State of Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS RIGHTS OR OBLIGATIONS HEREUNDER.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

8. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments expressly contemplated hereby or referred to herein) are intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and its affiliates and to supersede any and all prior employment agreements, offer letters, severance agreements and similar agreements, plans, provisions, understandings or arrangements, whether written or oral, and all such prior agreements, plans, provisions, understandings or arrangements shall be null and void in their entirety and of no further force or effect. The parties hereto further intend that this Agreement shall constitute the complete

and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

9. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by the Executive and a duly authorized officer of the Company (other than the Executive). By an instrument in writing similarly executed and similarly identifying the waived compliance, the Executive or a duly authorized officer of the Company (other than the Executive) may waive compliance by the other party or parties with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

10. Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Employee Representations. The Executive represents, warrants and covenants that (i) to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Internal Revenue Code and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof; (ii) that he or she has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on his or her own judgment, (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Executive is subject, (iv) the Executive shall keep all terms of this Agreement confidential, except with respect to disclosure to the Executive's spouse, accountants or attorneys, each of whom shall agree to keep all terms of this Agreement confidential, and (v) the Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local, and foreign withholding and other taxes and charges that the Company is required to withhold. Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel.

*[signature page follows]*

We look forward to having you on board.

Very truly yours,

**Sun Country, Inc.**

By:     /s/ Jude Bricker      
Name: Jude Bricker  
Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED:**

**EXECUTIVE**

    /s/ Eric Levenhagen      
Eric Levenhagen

## SUN COUNTRY EXECUTIVE EMPLOYMENT LETTER

Dear Grant Whitney,

Welcome to a new day at Sun Country Airlines. This Employment Letter Agreement (this "Agreement"), effective as of July 1, 2023 ("Effective Date"), is made by and between Grant Whitney (the "Executive") and Sun Country, Inc., a Minnesota corporation (together with any of its subsidiaries and affiliates) as may employ the Executive from time to time, and any and all successors thereto (the "Company"), and outlines the terms of your employment with the Company.

By execution of this Agreement, the Executive agrees to the terms outlined below.

1. Employment.

(a) In General. The Company shall employ the Executive, and the Executive shall be employed by the Company, on an at will basis ("Term"), in the position set forth in Section 1(b), and upon the other terms and conditions herein provided.

(b) Position and Duties. During the Term, the Executive shall serve as Chief Revenue Officer and Senior Vice President of the Company, with responsibilities, duties, and authority customary for such position. The Executive shall report to the Chief Executive Officer of the Company. The Executive agrees to observe and comply with the Company's rules and policies as adopted from time to time by the Company.

2. Compensation and Related Matters.

(a) Annual Base Salary. During the Term, the Executive shall receive a base salary at a rate of \$325,000 per annum, which shall be paid in accordance with the customary payroll practices of the Company (the "Annual Base Salary").

(b) Annual Bonus. With respect to each calendar year that ends during the Term, the Executive shall be eligible to receive a discretionary annual cash bonus (the "Annual Bonus") in accordance with the terms of the Company's then in effective Omnibus Incentive Plan (the "Plan"). The Executive's actual Annual Bonus for a given year, if any, shall be determined on the basis of the Executive's and/or the Company's attainment of objective financial and/or other subjective or objective criteria established by the Company's Board of Directors ("Board") and communicated to the Executive at the beginning of such year. Notwithstanding the foregoing, no Annual Bonus shall be payable with respect to any calendar year unless the Executive remains continuously employed with the Company through the date of payment, except as otherwise provided in Section 4.

(c) Equity. Subject to the Early Termination Right adjustment outlined below, the Executive shall be granted certain equity interests of Sun Country Airlines Holdings, Inc., (the "Equity"), subject to the terms and conditions set forth in the Plan and any award agreement(s) thereunder.



(d) Executive Travel Benefits. The Executive is entitled to both positive-space and space-available travel benefits, in accordance with the Company's rules and policies.

(i) Positive Space Travel. Positive space travel is permitted as follows: the Executive will receive an annual credit of \$10,000 in the Executive's Universal Air Travel Plan ("UATP") account for personal travel on Company scheduled flights for the Executive and certain Qualifying Friends and Family (as defined below). Any increases to the annual credit of other executives of the same rank shall apply equally to the Executive. Each flown segment is valued at \$75, and deducted from the UATP account. The value of this benefit is reported as taxable income with taxes on such income paid for by the Company.

(ii) Qualifying Friends & Family. "Qualifying Friends and Family" are defined as follows:

(A) If the Executive travels on a flight itinerary, the Executive may bring up to eight friends or family members, on the same itinerary, on any scheduled Company flight (provided such persons are not prohibited by Company from traveling on Company flights).

(B) If the Executive is not listed on the flight itinerary, (x) the Executive's Circle Of Travelers (defined under the Company's Employee Travel Policy) may use the Executive's positive travel benefit for any scheduled Company flight and flown segments will be deducted from the UATP account; or (y) any friend or family member not otherwise prohibited by Company from traveling on Company's flights, may travel on any scheduled Company flight with Executive's consent, and flown segments will be deducted from the UATP account.

(iii) Space Available Travel. The Executive and the Executive's Circle of Travelers may also travel on scheduled Company flights in accordance with the Company's Employee Travel Policy, in which case, flown segments will not be deducted from the Executive's UATP account.

(iv) Travel Benefits Vesting. Upon the earlier of (x) five (5) years of service to SCA, measured from the Executive's original hire date; or (y) the acquisition by any person or related "group" of persons, or persons acting jointly or in concert, of beneficial ownership (including control or direction) of 50% or more (on a fully diluted basis) of either (A) the then-outstanding shares of Common Stock, including Common Stock issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Common Stock, or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote in the election of directors, but excluding any acquisition by the Company or any of its affiliates or by any employee benefit plan sponsored or maintained by the Company or any of its affiliates; Executive's travel benefits under this Agreement vest and are non-forfeitable for the Executive's lifetime and therefore are useable by Executive for the remainder of Executive's life.

(e) Other Benefits. The Executive shall be entitled to receive other benefits (e.g., vacation, welfare benefits, etc.) in accordance with the Company's rules and policies as adopted from time to time by the Company.

3. Termination. Pursuant to the Early Termination Right, the Executive's employment hereunder may be terminated without any breach of this Agreement only under the following circumstances:

(a) Circumstances.

(i) Death. The Executive's employment hereunder shall terminate upon his or her death.

(ii) Termination with Cause. The Company may terminate the Executive's employment with "Cause" upon (i) the Executive's indictment for, conviction of, or plea of guilty or nolo contendere to, any (x) felony, (y) misdemeanor involving moral turpitude, or (z) other crime involving either fraud or a breach of the Executive's duty of loyalty with respect to the Company or any affiliates thereof, or any of its customers or suppliers, (ii) the Executive's failure to perform duties as reasonably directed by the Chief Executive Officer of the Company after written notice thereof and failure to cure within ten (10) business days of receipt of the written notice, (iii) the Executive's fraud, misappropriation, embezzlement (whether or not in connection with employment), or material misuse of funds or property belonging to the Company or any of its affiliates, (iv) the Executive's willful violation of the policies of the Company or any of its subsidiaries, or gross negligence in connection with the performance of his or her duties, after written notice thereof and failure to cure within ten (10) business days of receipt of written notice, (v) the Executive's use of alcohol that interferes with the performance of the Executive's duties or use of illegal drugs, if either (A) the Executive fails to obtain treatment within ten (10) business days after receipt of written notice thereof or (B) the Executive obtains treatment and, following Executive's return to work, the Executive's use of alcohol again interferes with the performance of the Executive's duties or the Executive again uses illegal drugs, (vi) the Executive's material breach of this Agreement, and failure to cure such breach within ten (10) business days after receipt of written notice, or (vii) the Executive's breach of the confidentiality or non-disparagement provisions (excluding unintentional breaches that are cured within ten (10) days after the Executive becomes aware of such breaches, to the extent curable) or the non-solicitation provisions to which the Executive is subject (including, without limitation, under this Agreement, if applicable). If, within thirty (30) days subsequent to the Executive's termination of employment for any reason other than by the Company for Cause, the Company discovers facts such that the Executive's termination of employment could have been for Cause, the Executive's termination of employment will be deemed to have been for Cause for all purposes, and the Executive will be required to disgorge to the Company all amounts received under this Agreement, all equity awards or otherwise that would not have been payable to the Executive had such termination of employment been by the Company for Cause.

(iii) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(iv) Resignation. The Executive may resign from his or her employment upon not less than sixty (60) days' advance written notice to the Chief Executive Officer of the Company.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 3 (other than termination pursuant to Section 3(a)(i)) shall be communicated by a written notice (a "Notice of Termination") to the other party hereto specifying a date for termination in accordance with the applicable provision ("Date of Termination").

(c) Termination of All Positions. Upon termination of the Executive's employment for any reason, the Executive agrees to resign, as of the Date of Termination or such other date requested by the Company, from all positions and offices that the Executive then holds with the Company and its affiliates. The Executive agrees to promptly execute such documents as the Company, in its sole discretion, shall reasonably deem necessary to effect such resignations, and in the event that the Executive is unable or unwilling to execute any such document, Executive hereby grants his or her proxy to any officer of the Company to so execute on his or her behalf.

(d) Suspension of Duties. The Company reserves the right to bar the Executive from the offices of the Company or any of its affiliates and to require that the Executive refrain from undertaking all or any of the Executive's duties.

#### 4. Company Obligations upon Termination of Employment.

(a) In General. Upon termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive (i) any amount of the Executive's Annual Base Salary earned through the Date of Termination not theretofore paid, (ii) any Annual Bonus (and if applicable, any Long-Term Incentive) for the year prior to the year in which the Date of Termination occurred, that was earned but not yet paid, and (iii) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs, or arrangements under Section 2(g) (other than severance plans, programs, or arrangements), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs, or arrangements including, where applicable, any death and disability benefits (the "Accrued Obligations"). Notwithstanding anything to the contrary, upon a termination by the Company with Cause, the Accrued Obligations shall not include the amount set forth in clause (ii) of the preceding sentence.

(b) Termination without Cause. If the Company terminates the Executive's employment without Cause pursuant to Section 3(a)(iii), the Company shall, in addition to the Accrued Obligations, continue to pay the Annual Base Salary in accordance with the Company's customary payroll practices during the period beginning on the Date of Termination and ending on the earlier to occur of (A) the twelve (12) month anniversary of the Date of Termination and (B) the first date that the Executive violates any covenant contained herein or in the Release (as hereafter defined), after receipt of written notice thereof and expiration of a 10 business day cure period; provided, however, the installment payments payable pursuant to this Section 5(b) shall commence on the first payroll period following the effective date of the Release (as defined below),

and the initial installment shall include a lump-sum payment of all amounts accrued under this Section 5(b) from the Date of Termination through the date of such initial payment.

(c) Release. Notwithstanding anything herein to the contrary, the amounts payable to the Executive under Sections 4(b), other than the Accrued Obligations, shall be contingent upon and subject to the Executive's (or the Executive's estate, if applicable) execution and non-revocation of a general waiver and release of claims agreement in the Company's customary form, which in any case shall include a 12 month (i) non-solicitation and non-hire clause; and (ii) nondisclosure, nondisparagement, and intellectual property protection clause, each in the Company's standard form (the "Release") (and the expiration of any applicable revocation period), on or prior to the sixtieth (60<sup>th</sup>) day following the Date of Termination.

(d) Survival. Except as otherwise set forth herein, the expiration or termination of the Term shall not impair the rights or obligations of any party hereto, which shall have accrued prior to such expiration or termination.

5. Assignment and Successors. The Company may assign its rights and obligations under this Agreement. The Executive may not assign his or her rights or obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Company and the Executive and their respective successors, assigns, personnel, legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable. In the event of the Executive's death following a termination of his or her employment, all unpaid amounts otherwise due the Executive (including under Section 4) shall be paid to his or her estate.

6. Governing Law; Jurisdiction. This Agreement shall be governed, construed, interpreted, and enforced in accordance with the substantive laws of the State of Delaware, without reference to the principles of conflicts of law of Delaware or any other jurisdiction, and where applicable, the laws of the United States. The parties agree that any suit, action or proceeding brought by or against such party in connection with this Agreement shall be brought solely in any state or federal court within the State of Delaware. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS RIGHTS OR OBLIGATIONS HEREUNDER.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

8. Entire Agreement. The terms of this Agreement (together with any other agreements and instruments expressly contemplated hereby or referred to herein) are intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and its affiliates and to supersede any and all prior employment agreements, offer letters, severance agreements and similar agreements, plans, provisions, understandings or arrangements, whether written or oral, and all such prior agreements, plans, provisions, understandings or arrangements shall be null and void in their entirety and of no further force or effect. The parties hereto further intend that this Agreement shall constitute the complete and

exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

9. Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing signed by the Executive and a duly authorized officer of the Company (other than the Executive). By an instrument in writing similarly executed and similarly identifying the waived compliance, the Executive or a duly authorized officer of the Company (other than the Executive) may waive compliance by the other party or parties with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

10. Enforcement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11. Employee Representations. The Executive represents, warrants and covenants that (i) to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Internal Revenue Code and the Department of Treasury Regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof; (ii) that he or she has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on his or her own judgment, (iii) the execution and delivery of this Agreement shall not result in any breach or violation of, or a default under, any existing obligation, commitment or agreement to which Executive is subject, (iv) the Executive shall keep all terms of this Agreement confidential, except with respect to disclosure to the Executive's spouse, accountants or attorneys, each of whom shall agree to keep all terms of this Agreement confidential, and (v) the Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local, and foreign withholding and other taxes and charges that the Company is required to withhold. Prior to execution of this Agreement, the Executive was advised by the Company of the Executive's right to seek independent advice from an attorney of the Executive's own selection regarding this Agreement. The Executive acknowledges that the Executive has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel.

*[signature page follows]*

We look forward to having you on board.

Very truly yours,

**Sun Country, Inc.**

By:  /s/ Jude Bricker

Name: Jude Bricker

Title: Chief Executive Officer

**ACKNOWLEDGED AND AGREED:**

**EXECUTIVE**

/s/ Grant Whitney

Grant Whitney

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the registration statements (No. 333-254371) on Form S-8 and (No. 333-269023) on Form S-3 of our report dated February 14, 2024, with respect to the consolidated financial statements of Sun Country Airlines Holdings, Inc. and subsidiaries and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Minneapolis, Minnesota  
February 14, 2024

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13a-14(a) OR 15d-14(a)  
OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jude Bricker, certify that:

1. I have reviewed this annual report on Form 10-K of Sun Country Airlines Holdings, Inc. ("Sun Country") for the year ended December 31, 2023;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Sun Country as of, and for, the periods presented in this report;
4. Sun Country's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Sun Country and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Sun Country, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of Sun Country's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in Sun Country's internal control over financial reporting that occurred during Sun Country's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Sun Country's internal control over financial reporting; and
5. Sun Country's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Sun Country's auditors and the Audit Committee of Sun Country's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Sun Country's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Sun Country's internal control over financial reporting.

February 14, 2024

/s/ Jude Bricker

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Jude Bricker

Chief Executive Officer



**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13a-14(a) OR 15d-14(a)  
OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dave Davis, certify that:

1. I have reviewed this annual report on Form 10-K of Sun Country Airlines Holdings, Inc. ("Sun Country") for the year ended December 31, 2023;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of Sun Country as of, and for, the periods presented in this report;
4. Sun Country's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for Sun Country and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to Sun Country, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of Sun Country's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in Sun Country's internal control over financial reporting that occurred during Sun Country's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, Sun Country's internal control over financial reporting; and
5. Sun Country's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to Sun Country's auditors and the Audit Committee of Sun Country's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect Sun Country's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in Sun Country's internal control over financial reporting.

February 14, 2024

/s/ Dave Davis

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Dave Davis

President and Chief Financial Officer

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

February 14, 2024

The certifications set forth below are hereby submitted to the Securities and Exchange Commission pursuant to, and solely for the purpose of complying with, Section 1350 of Chapter 63 of Title 18 of the United States Code in connection with the filing on the date hereof with the Securities and Exchange Commission of the annual report on Form 10-K of Sun Country Airlines Holdings, Inc. ("Sun Country") for the annual period ended December 31, 2023 (the "Report").

Each of the undersigned, the Chief Executive Officer and the President and Chief Financial Officer, respectively, of Sun Country, hereby certifies that, as of the end of the period covered by the Report:

1. such Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Sun Country.

/s/ Jude Bricker

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Jude Bricker  
Chief Executive Officer

/s/ Dave Davis

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Dave Davis  
President and Chief Financial Officer

Policy Name: Clawback Policy	Policy Owner: Legal
Effective Date: 11/3/2023	Policy Contact: General Counsel
Version: 1	

## SUN COUNTRY AIRLINES

### CLAWBACK POLICY

Sun Country Airlines Holdings, Inc. (the “**Company**”) has adopted this Policy in accordance with Nasdaq listing requirements.

#### A. Application of Policy

This Policy applies in the event of any accounting restatement (“**Restatement**”) due to the Company’s material non-compliance with financial reporting requirements under applicable federal securities laws, in accordance with Rule 10D-1 of the Securities Exchange Act of 1934 (“**Rule 10D**”). This Policy shall apply to Incentive-Based Compensation (as defined below) received on or after October 2, 2023 (the “**Effective Date**”).

#### B. Executive Officers Subject to the Policy

The executives of the Company who serve or served as an “executive officer” (as defined under Rule 10D) of the Company (the “**Executive Officers**”) are covered by this Policy. This includes the Company’s current or former chief executive officer, president, chief financial officer, chief accounting officer or controller, any vice-president of the Company in charge of a principal business unit, division or function, and any other current or former officer or person who performs or performed a significant policy-making function for the Company, including executive officers of Company subsidiaries or the Company’s parent, if they perform such policy-making functions. All of these Executive Officers are subject to this Policy, even if an Executive Officer had no responsibility for the financial statement errors which required restatement. The Company’s Board of Directors (the “**Board**”) determines who shall be an Executive Officer for purposes of this Policy on an annual basis.

#### C. Compensation Subject to and Clawback Period of the Policy

This Policy covers all incentive-based compensation (including any cash or equity compensation) that is granted, earned or vested based wholly or in part upon the attainment of any “financial reporting measure” (“**Incentive-Based Compensation**”). This Policy applies to any Incentive-Based Compensation “received” by an Executive Officer during the period (the “**Clawback Period**”) consisting of any of the three completed fiscal years immediately preceding:

- the date that the Company’s Board (or Audit Committee) concludes, or reasonably should have concluded, that the Company is required to prepare a Restatement, or
- the date that a court, regulator, or other legally authorized body directs the Company to prepare a Restatement.

Financial reporting measures are those that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measures derived wholly or in part from such financial information (including non-GAAP measures, stock price and total shareholder return). For purposes of this Policy, Incentive-Based Compensation is deemed "received" in the fiscal period during which the applicable financial reporting measure (as specified in the terms of the award) is attained (the "**Performance Period**"), even if the payment or grant occurs after the end of that fiscal period. For the avoidance of doubt, the Clawback Period with respect to an Executive Officer applies to Incentive-Based Compensation received by the Executive Officer (a) after beginning services as an Executive Officer (including compensation derived from an award authorized before the individual is newly hired as an Executive Officer, e.g. inducement grants) and (b) if that person served as an Executive Officer at any time during the Performance Period for such Incentive-Based Compensation.

For the avoidance of doubt, Incentive-Based Compensation does not include (i) base annual salary, (ii) compensation which is awarded based solely on service to the Company (e.g. a time-vested award, including time-vesting stock options or restricted share units), or (iii) compensation which is awarded based solely on subjective standards, strategic measures (e.g. completion of a merger) or operational measures (e.g. attainment of a certain market share).

#### **D. Amount Required to be Repaid Pursuant to this Policy**

The amount of Incentive-Based Compensation that must be repaid by the Executive Officer (subject to the few limitations discussed below) is the amount of Incentive-Based Compensation received by the Executive Officer that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the Restatement (the "**Recoverable Amount**"). Applying this definition, after a Restatement, the Company will recalculate the applicable financial reporting measure and the Recoverable Amount in accordance with SEC and Nasdaq rules. The Company will determine whether, based on that financial reporting measure as calculated relying on the original financial statements, the Executive Officer received a greater amount of Incentive-Based Compensation than would have been received applying the recalculated financial measure. Where Incentive-Based Compensation is based only in part on the achievement of a financial reporting measure performance goal, the Company will determine the portion of the original Incentive-Based Compensation based on or derived from the financial reporting measure which was restated and will recalculate the affected portion based on the financial reporting measure as restated to determine the difference between the greater amount based on the original financial statements and the lesser amount that would have been received based on the Restatement. The Recoverable Amounts will be calculated on a pre-tax basis to ensure that the Company recovers the full amount of Incentive-Based Compensation that was erroneously awarded. Documentation of the Company's calculation of the Recoverable Amount shall be maintained, and may be provided to Nasdaq as required by the Nasdaq rules.

In no event shall the Company be required to award Executive Officers an additional payment if the restated or accurate financial results would have resulted in a higher incentive compensation payment.

If equity compensation is recoverable due to being granted to the Executive Officer (when the accounting results were the reason the equity compensation was granted) or vested by the Executive Officer (when the accounting results were the

reason the equity compensation was vested), in each case in the Clawback Period, the Company will recover the excess portion of the equity award that would not have been granted or vested based on the Restatement, as follows:

- if the equity award is still outstanding, the Executive Officer will forfeit the excess portion of the award;
- if the equity award has been exercised or settled into shares (the “**Underlying Shares**”), and the Executive Officer still holds the Underlying Shares, the Company will recover the number of Underlying Shares relating to the excess portion of the award (less any exercise price paid for the Underlying Shares); and
- if the Underlying Shares have been sold by the Executive Officer, the Company will recover the proceeds received by the Executive Officer from the sale of the Underlying Shares relating to the excess portion of the award (less any exercise price paid for the Underlying Shares).

The Board (or its applicable committee) will take such action as it deems appropriate, in its sole and absolute discretion, reasonably promptly to recover the Recoverable Amount, unless a majority of the independent members of the Board (or, if composed of independent directors, the Compensation and Human Resources Committee) determines that it would be impracticable to recover such amount because the Company has made a reasonable and documented attempt to recover the Recoverable Amount and has determined that the direct costs of enforcing recovery would exceed the Recoverable Amount.

#### **E. Additional Clawback Required by Section 304 of the Sarbanes-Oxley Act of 2002**

In addition to the provisions described above, if the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under the securities laws, then, in accordance with Section 304 of the Sarbanes-Oxley Act of 2002, the Chief Executive Officer and Chief Financial Officer (at the time the financial document embodying such financial reporting requirement was originally issued) shall reimburse the Company for:

- any bonus or other incentive-based or equity-based compensation received from the Company during the 12-month period following the first public issuance or filing with the Commission (whichever first occurs) of such financial document; and
- any profits realized from the sale of securities of the Company during that 12-month period.

#### **F. Crediting of Recovery Amounts**

To the extent that subsections A, B, C and D of this Policy (the “**Rule 10D-1 Clawback Requirements**”) would provide for recovery of Incentive-Based Compensation recoverable by the Company pursuant to Section 304 of the Sarbanes-Oxley Act, in accordance with subsection E of this Policy (the “**Sarbanes-Oxley Clawback Requirements**”), and/or any other recovery obligations (including pursuant to employment agreements, or plan awards), the amount such Executive Officer has already

reimbursed the Company shall be credited to the required recovery under the Rule 10D-1 Clawback Requirements. Recovery pursuant to the Rule 10D-1 Clawback Requirements does not preclude recovery under the Sarbanes-Oxley Clawback Requirements, to the extent any applicable amounts have not been reimbursed to the Company.

## **G. General Provisions**

This Policy may be amended by the Board or its applicable committee from time to time. Changes to this Policy will be communicated to all persons to whom this Policy applies.

The Company will not indemnify or provide insurance to cover any repayment of Incentive-Based Compensation in accordance with this Policy.

The provisions of this Policy apply to the fullest extent of the law; provided however, to the extent that any provisions of this Policy are found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

This Policy is in addition to (and not in lieu of) any right of repayment, forfeiture or right of offset against any Executive Officer that is required pursuant to any other statutory repayment requirement (regardless of whether implemented at any time prior to or following the adoption of this Policy). Nothing in this Policy in any way detracts from or limits any obligation that those subject to it have in law or pursuant to a management, employment, consulting, equity award or other plan or agreement with the Company or any of its subsidiaries.

All determinations and decisions made by the Board (or any committee thereof) pursuant to the provisions of this Policy shall be final, conclusive and binding on the Company, its subsidiaries and the persons to whom this Policy applies. Executive Officers (as defined above) are required to acknowledge annually that they have read this Policy and understand this Policy shall be binding and enforceable against them, their beneficiaries, heirs, executors, administrators or other legal representatives. If you have questions about the interpretation of this Policy, please contact the General Counsel.