

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2023

or

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

For the transition period from _____ to _____

Commission File Number **001-33166**



Allegiant Travel Company

(Exact Name of Registrant as Specified in Its Charter)

Nevada

20-4745737

(State or Other Jurisdiction of Incorporation or Organization)

(IRS Employer Identification No.)

1201 North Town Center Drive

Las Vegas, Nevada

(Address of Principal Executive Offices)

89144

(Zip Code)

Registrant's Telephone Number, Including Area Code: **(702) 851-7300**

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common stock, par value \$0.001	ALGT	NASDAQ Global Select Market

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, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 23, 2023, the registrant had 18,401,180 shares of common stock, \$0.001 par value per share, outstanding.

ALLEGIANT TRAVEL COMPANY
FORM 10-Q
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PART I. FINANCIAL INFORMATION**Item 1. Consolidated Financial Statements**

ALLEGiant TRAVEL COMPANY
CONSOLIDATED BALANCE SHEETS
(in thousands)

	September 30, 2023 (unaudited)	December 31, 2022
CURRENT ASSETS		
Cash and cash equivalents	\$ 284,213	\$ 229,989
Restricted cash	22,475	15,457
Short-term investments	651,213	725,063
Accounts receivable	43,957	106,578
Expendable parts, supplies and fuel, net	38,381	35,546
Prepaid expenses and other current assets	103,253	161,636
TOTAL CURRENT ASSETS	1,143,492	1,274,269
Property and equipment, net	3,328,122	2,810,693
Long-term investments	71,582	63,318
Deferred major maintenance, net	166,086	157,410
Operating lease right-of-use assets, net	105,663	111,679
Deposits and other assets	97,391	93,928
TOTAL ASSETS:	\$ 4,912,336	\$ 4,511,297
CURRENT LIABILITIES		
Accounts payable	55,476	58,335
Accrued liabilities	272,719	226,276
Current operating lease liabilities	20,663	19,973
Air traffic liability	395,836	379,459
Loyalty program liability	39,022	32,888
Current maturities of long-term debt and finance lease obligations, net of related costs	265,979	152,900
TOTAL CURRENT LIABILITIES	1,049,695	869,831
Long-term debt and finance lease obligations, net of current maturities and related costs	2,020,019	1,944,078
Deferred income taxes	366,641	346,388
Noncurrent operating lease liabilities	87,689	94,972
Loyalty program liability	32,786	23,612
Other noncurrent liabilities	12,361	11,718
TOTAL LIABILITIES:	\$ 3,569,191	\$ 3,290,599
SHAREHOLDERS' EQUITY		
Common stock, par value \$0.001	26	25
Treasury shares	(672,644)	(660,023)
Additional paid in capital	734,132	709,471
Accumulated other comprehensive income, net	3,195	1,257
Retained earnings	1,278,436	1,169,968
TOTAL EQUITY:	1,343,145	\$ 1,220,698
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY:	\$ 4,912,336	\$ 4,511,297

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGiant TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
OPERATING REVENUES:				
Passenger	\$ 516,251	\$ 516,476	\$ 1,768,274	\$ 1,573,041
Third party products	30,944	27,132	85,886	77,399
Fixed fee contracts	17,741	15,881	43,599	38,186
Other	423	836	1,096	1,654
Total operating revenues	565,359	560,325	1,898,855	1,690,280
OPERATING EXPENSES:				
Aircraft fuel	167,861	208,175	520,018	629,600
Salaries and benefits	163,004	137,336	499,798	411,027
Station operations	64,630	66,302	192,864	198,954
Depreciation and amortization	55,816	50,092	164,430	145,618
Maintenance and repairs	35,477	32,177	95,553	91,120
Sales and marketing	28,468	25,815	85,265	75,462
Aircraft lease rentals	5,906	5,905	18,973	17,489
Other	29,432	30,292	91,757	83,137
Special charges, net of recoveries	32,648	35,142	19,828	35,426
Total operating expenses	583,242	591,236	1,688,486	1,687,833
OPERATING INCOME (LOSS)	(17,883)	(30,911)	210,369	2,447
OTHER (INCOME) EXPENSES:				
Interest expense	39,233	34,242	112,707	78,530
Capitalized interest	(14,888)	(4,296)	(28,949)	(7,594)
Interest income	(12,444)	(4,918)	(34,418)	(7,909)
Other, net	135	223	185	318
Total other expenses	12,036	25,251	49,525	63,345
INCOME (LOSS) BEFORE INCOME TAXES	(29,919)	(56,162)	160,844	(60,898)
INCOME TAX PROVISION (BENEFIT)	(4,853)	(9,703)	41,292	(10,916)
NET INCOME (LOSS)	\$ (25,066)	\$ (46,459)	\$ 119,552	\$ (49,982)
Earnings (loss) per share to common shareholders:				
Basic	\$ (1.44)	\$ (2.58)	\$ 6.44	\$ (2.78)
Diluted	\$ (1.44)	\$ (2.58)	\$ 6.43	\$ (2.78)
Shares used for computation:				
Basic	17,721	18,014	17,879	17,985
Diluted	17,721	18,014	17,913	17,985

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGIANT TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in thousands)
(unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
NET INCOME (LOSS)	\$ (25,066)	\$ (46,459)	\$ 119,552	\$ (49,982)
Other comprehensive income:				
Change in available for sale securities, net of tax	556	(1,590)	1,938	(902)
Total other comprehensive income (loss)	556	(1,590)	1,938	(902)
TOTAL COMPREHENSIVE INCOME (LOSS)	\$ (24,510)	\$ (48,049)	\$ 121,490	\$ (50,884)

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGiant TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in thousands)
(unaudited)

Three Months Ended September 30, 2023

	Common stock outstanding	Par value	Additional paid- in capital	Accumulated other comprehensive income	Retained earnings	Treasury shares	Total shareholders' equity
Balance at June 30, 2023	18,450	\$ 26	\$ 727,534	\$ 2,639	\$ 1,314,586	\$ (671,224)	\$ 1,373,561
Share-based compensation	(23)	—	6,598	—	—	—	6,598
Shares repurchased by the Company and held as treasury shares	(16)	—	—	—	—	(1,420)	(1,420)
Cash dividends, \$0.60 per share	—	—	—	—	(11,084)	—	(11,084)
Other comprehensive income	—	—	—	556	—	—	556
Net loss	—	—	—	—	(25,066)	—	(25,066)
Balance at September 30, 2023	18,411	\$ 26	\$ 734,132	\$ 3,195	\$ 1,278,436	\$ (672,644)	\$ 1,343,145

Nine Months Ended September 30, 2023

	Common stock outstanding	Par value	Additional paid- in capital	Accumulated other comprehensive income	Retained earnings	Treasury shares	Total shareholders' equity
Balance at December 31, 2022	18,128	\$ 25	\$ 709,471	\$ 1,257	\$ 1,169,968	\$ (660,023)	\$ 1,220,698
Share-based compensation	415	1	24,661	—	—	—	24,662
Shares repurchased by the Company and held as treasury shares	(173)	—	—	—	—	(16,853)	(16,853)
Stock issued under employee stock purchase plan	41	—	—	—	—	4,232	4,232
Cash dividends, \$0.60 per share	—	—	—	—	(11,084)	—	(11,084)
Other comprehensive income	—	—	—	1,938	—	—	1,938
Net income	—	—	—	—	119,552	—	119,552
Balance at September 30, 2023	18,411	\$ 26	\$ 734,132	\$ 3,195	\$ 1,278,436	\$ (672,644)	\$ 1,343,145

Three Months Ended September 30, 2022

	Common stock outstanding	Par value	Additional paid- in capital	Accumulated other comprehensive income (loss)	Retained earnings	Treasury shares	Total shareholders' equity
Balance at June 30, 2022	18,180	\$ 25	\$ 698,982	\$ 2,744	\$ 1,163,952	\$ (633,332)	\$ 1,232,371
Share-based compensation	122	—	4,651	—	—	—	4,651
Other comprehensive loss	—	—	—	(1,590)	—	—	(1,590)
Net loss	—	—	—	—	(46,459)	—	(46,459)
Balance at September 30, 2022	18,302	\$ 25	\$ 703,633	\$ 1,154	\$ 1,117,493	\$ (633,332)	\$ 1,188,973

Nine Months Ended September 30, 2022

	Common stock outstanding	Par value	Additional paid- in capital	Accumulated other comprehensive income (loss)	Retained earnings	Treasury shares	Total shareholders' equity
Balance at December 31, 2021	18,111	\$ 25	\$ 692,053	\$ 2,056	\$ 1,167,475	\$ (638,057)	\$ 1,223,552
Share-based compensation	161	—	11,580	—	—	—	11,580
Stock issued under employee stock purchase plan	30	—	—	—	—	4,725	4,725
Other comprehensive loss	—	—	—	(902)	—	—	(902)
Net loss	—	—	—	—	(49,982)	—	(49,982)
Balance at September 30, 2022	18,302	\$ 25	\$ 703,633	\$ 1,154	\$ 1,117,493	\$ (633,332)	\$ 1,188,973

ALLEGiant TRAVEL COMPANY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Nine Months Ended September 30,	
	2023	2022
Cash flows from operating activities:		
Net income (loss)	\$ 119,552	\$ (49,982)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	164,430	145,618
Special charges, net of recoveries	19,400	35,426
Other adjustments	31,281	9,206
Changes in certain assets and liabilities:		
Air traffic liability	16,377	122,471
Other - net	18,418	(40,917)
Net cash provided by operating activities	369,458	221,822
Cash flows from investing activities:		
Purchase of investment securities	(668,234)	(968,064)
Proceeds from maturities of investment securities	753,094	1,024,861
Aircraft pre-delivery deposits	(255,195)	(88,500)
Purchase of property and equipment	(407,225)	(304,956)
Other investing activities	40,123	1,037
Net cash used in investing activities	(537,437)	(335,622)
Cash flows from financing activities:		
Cash dividends paid to shareholders	(11,084)	—
Proceeds from the issuance of debt and finance lease obligations	480,875	745,800
Repurchase of common stock	(16,853)	—
Principal payments on debt and finance lease obligations	(292,890)	(666,046)
Debt issuance costs	(4,929)	(12,681)
Sunseeker construction financing disbursements (deposits)	69,869	(87,500)
Other financing activities	4,233	4,725
Net cash provided by (used in) financing activities	229,221	(15,702)
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	61,242	(129,502)
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT BEGINNING OF PERIOD	245,446	400,701
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH AT END OF PERIOD	\$ 306,688	\$ 271,199
CASH PAYMENTS FOR:		
Interest paid, net of amount capitalized	\$ 113,977	\$ 60,452
Income tax payments	359	36
SUPPLEMENTAL DISCLOSURE OF NONCASH TRANSACTIONS:		
Right-of-use (ROU) assets acquired	\$ 8,320	\$ —
Flight equipment acquired under finance leases	—	172,507
Purchases of property and equipment in accrued liabilities	75,001	82,359

The accompanying notes are an integral part of these consolidated financial statements.

ALLEGiant TRAVEL COMPANY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1 — Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements include the accounts of Allegiant Travel Company (the "Company") and its majority-owned operating subsidiaries. The Company's investments in unconsolidated affiliates, which are 50 percent or less owned, are accounted for under the equity or cost method, and are insignificant to the consolidated financial statements. All intercompany balances and transactions have been eliminated.

These unaudited consolidated financial statements reflect all normal recurring adjustments which management believes are necessary to present fairly the financial position, results of operations, and cash flows of the Company for the respective periods presented. Certain information and footnote disclosures normally included in the annual consolidated financial statements prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") have been omitted pursuant to the rules and regulations of the Securities and Exchange Commission for Form 10-Q. These unaudited interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company and notes thereto included in the annual report of the Company on Form 10-K for the year ended December 31, 2022 and filed with the Securities and Exchange Commission.

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates.

The Company has reclassified certain prior period amounts to conform to the current period presentation.

Note 2 — Special Charges

As a result of Hurricane Ian's direct hit on the southwest coast of Florida on September 28, 2022, the construction site of Sunseeker Resort at Charlotte Harbor (the "Resort" or "Sunseeker Resort") was damaged. Additionally in the fourth quarter of 2022, there was another weather-related event and a fire that caused additional damage. Based on the Company's assessment of these damages and the anticipated future restoration costs, an estimated loss of \$52.1 million was recorded as a special charge in 2022, which was offset by \$18.1 million of recorded insurance recoveries during 2022. The Company recorded an additional \$4.1 million and \$4.4 million of estimated loss related to Hurricane Ian during the three and nine months ended September 30, 2023.

During third quarter 2023, the Sunseeker Resort construction site incurred additional damages related to Hurricane Idalia. Based on the Company's assessment of these damages and the anticipated future restoration costs, an estimated loss of \$13.8 million was recorded as a special charge in third quarter 2023. The estimate is preliminary and subject to change as the damage assessment by the Company and the insurance providers continues.

During the three and nine months ended September 30, 2023, the Company recorded \$0.5 million and \$13.6 million of insurance recoveries respectively. The recoveries are offset by \$17.9 million and \$18.2 million of additional losses recorded during the three and nine months ended September 30, 2023 respectively, resulting in special charges net of recoveries of \$17.4 million and \$4.6 million, respectively. To date, the Company has recorded insurance recoveries of \$31.7 million related to Hurricane Ian and subsequent insurance events. We anticipate that additional insurance recoveries related to the losses incurred in third and fourth quarters 2022 and in third quarter 2023 will be recorded in future periods.

Due to the heavy maintenance needs on certain aging Airbus airframes and capacity constraints at the maintenance, repair, and overhaul contractors, the Company reevaluated its fleet plan and identified 21 airframes for early retirement to coincide with 737 MAX aircraft deliveries as scheduled under an amendment to the Company's agreement with The Boeing Company signed in September 2023. Two airframes were fully retired in September 2023 and the remaining airframes are to be retired between January 2024 and September 2025. The accelerated depreciation on these airframes resulting from a change in the estimated useful life is recorded as a special charge of \$15.2 million during third quarter 2023.

Special Charges

The table below summarizes special charges recorded during the three and nine months ended September 30, 2023, and 2022.

(in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Sunseeker weather and related events	\$ 17,915	\$ 35,000	\$ 18,232	\$ 35,000
Sunseeker weather and related events, insurance recoveries	(483)	—	(13,634)	—
Accelerated depreciation on airframes identified for early retirement	15,216	142	15,230	426
Total special charges	<u>\$ 32,648</u>	<u>\$ 35,142</u>	<u>\$ 19,828</u>	<u>\$ 35,426</u>

Note 3 — Revenue Recognition

Passenger Revenue

Passenger revenue is the most significant category in the Company's reported operating revenues, as outlined below:

(in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Scheduled service	\$ 231,757	\$ 254,545	\$ 862,823	\$ 775,740
Ancillary air-related charges	273,091	252,080	866,728	765,096
Loyalty redemptions	11,403	9,851	38,723	32,205
Total passenger revenue	<u>\$ 516,251</u>	<u>\$ 516,476</u>	<u>\$ 1,768,274</u>	<u>\$ 1,573,041</u>

Sales of passenger tickets not yet flown are recorded in air traffic liability. Passenger revenue is recognized when the underlying service is provided. As of September 30, 2023, the air traffic liability balance was \$395.8 million, of which approximately \$347.1 million was related to forward bookings, with the remaining \$48.7 million related to credit vouchers for future travel.

The normal contract term of passenger tickets is 12 months and passenger revenue associated with future travel will principally be recognized within this time frame. Of the \$379.5 million that was recorded in the air traffic liability balance as of December 31, 2022, approximately 87.2 percent was recognized into passenger revenue during the nine months ended September 30, 2023.

The Company periodically evaluates the estimated amount of credit vouchers expected to expire unused and any adjustment is removed from air traffic liability and included in passenger revenue in the period in which the evaluation is complete. Estimates of passenger revenue to be recognized from air traffic liability for credit voucher breakage may be subject to variability and differ from historical experience due to the change in contract duration (for vouchers issued in 2020 and in the first half of 2021) and uncertainty regarding demand for future air travel.

Loyalty redemptions

In relation to the travel component of the Allways® Allegiant co-branded credit card contract with Bank of America, the Company has a performance obligation to provide cardholders with points to be used for future travel award redemptions. Therefore, consideration received from Bank of America related to the travel component is deferred based on its relative selling price and is recognized into passenger revenue when the points are redeemed and the underlying service is provided. Similarly, in relation to the Allways Rewards program, points earned through the program are deferred based on the stand-alone selling price and recognized into passenger revenue when the points are redeemed and the underlying service is provided.

The following table presents the activity of the point liability for the periods indicated:

(in thousands)	Nine Months Ended September 30,	
	2023	2022
Points balance at January 1	\$ 56,500	\$ 40,490
Points awarded (deferral of revenue)	54,031	54,678
Points redeemed (recognition of revenue)	(38,723)	(32,205)
Points balance at September 30	<u>\$ 71,808</u>	<u>\$ 62,963</u>

The current portion of the loyalty program liability represents the estimate of revenue to be recognized in the next 12 months based on historical trends, with the remaining balance reflected in noncurrent liabilities expected to be recognized into revenue in periods thereafter.

Note 4 — Property and Equipment

The following table summarizes the Company's property and equipment as of the dates indicated:

(in thousands)	September 30, 2023	December 31, 2022
Flight equipment, including pre-delivery deposits	\$ 3,268,840	\$ 2,937,767
Computer hardware and software	264,002	209,808
Land and buildings/leasehold improvements	62,197	62,227
Other property and equipment	105,988	95,156
Sunseeker Resort	563,716	320,572
Total property and equipment	4,264,743	3,625,530
Less accumulated depreciation and amortization	(936,621)	(814,837)
Property and equipment, net	\$ 3,328,122	\$ 2,810,693

Accrued capital expenditures as of September 30, 2023 and December 31, 2022 were \$75.0 million and \$54.6 million, respectively.

Note 5 — Long-Term Debt

The following table summarizes the Company's long-term debt and finance lease obligations, net of related costs, as of the dates indicated:

(in thousands)	September 30, 2023	December 31, 2022
Fixed-rate debt and finance lease obligations due through 2032	\$ 1,971,579	\$ 1,720,998
Variable-rate debt due through 2029	314,419	375,980
Total debt and finance lease obligations	2,285,998	2,096,978
Less current maturities	265,979	152,900
Long-term debt and finance lease obligations, net of current maturities	\$ 2,020,019	\$ 1,944,078
Weighted average fixed-interest rate on debt	6.6%	6.5%
Weighted average variable-interest rate on debt	7.7%	6.1%

(in thousands)	Maturity Dates	Interest Rate(s) Per Annum at	As of	
		September 30, 2023	September 30, 2023	December 31, 2022
Senior secured notes	2024 — 2027	7.25 % — 8.50%	\$ 700,000	\$ 700,000
Consolidated variable interest entities	2024 — 2029	2.92 % — 4.09%	98,198	79,453
Revolving credit facilities	2024 — 2027	7.93%	195,098	30,327
Debt secured by aircraft, engines, other equipment and real estate	2025 — 2031	1.87 % — 8.11%	503,731	466,335
Finance leases	2028 — 2032	4.44 % — 7.01%	461,364	494,328
Construction loan agreement	2028	5.75%	350,000	350,000
Total debt			\$ 2,308,391	\$ 2,120,443
Related costs			(22,393)	(23,465)
Total debt net of related costs			\$ 2,285,998	\$ 2,096,978

Maturities of long term debt as of September 30, 2023, for the next five years and thereafter, in the aggregate, are:

(in thousands)	As of September 30, 2023
Remaining in 2023	\$ 28,587
2024	469,017
2025	176,767
2026	171,890
2027	704,870
2028	309,815
Thereafter	425,052
Total debt and finance lease obligations, net of related costs	\$ 2,285,998

Secured Term Loan

On September 27, 2023, the Company, through a wholly owned subsidiary, entered into a Credit Agreement with BNP Paribas and JSA International U.S. Holdings, LLC, under which the Company is entitled to borrow up to \$412.1 million. On September 29, 2023, the Company received funding of \$196.4 million under the facility, which is collateralized by seven Airbus A320 aircraft. The proceeds were used in part to pay off \$112.8 million of existing debt previously collateralized by the same aircraft. The \$196.4 million loans funded on September 29, 2023 bear interest at a fixed rate, are to be paid in quarterly installments of principal and interest, and mature on September 29, 2031. The remaining undrawn balance of the facility will be funded upon delivery of, and collateralized by, four 737 MAX aircraft currently on order from Boeing. Future draws collateralized by 737 MAX aircraft will bear interest at a rate determined at the time of drawdown, and will have a term of twelve years.

Revolving Credit Facilities

In February 2023, the Company, through a wholly owned subsidiary, entered into a credit agreement with Credit Agricole Corporate and Investment Bank, under which the Company is entitled to borrow up to \$100.0 million. This revolving credit facility replaced a revolving credit facility with the same lender which was to expire in March 2023. The revolving credit facility has a maturity date of March 31, 2026 and the borrowing ability is based on the value of aircraft and engines placed into the collateral pool. The notes under the facility bear interest at a floating rate based on SOFR. As of September 30, 2023, the facility remains undrawn.

During the nine months ended September 30, 2023, the Company received \$164.8 million in advances on a pre-delivery payment (PDP) credit facility secured by the Company's Boeing aircraft purchase rights. The notes under the facility bear interest at a floating interest rate based on SOFR and mature on December 31, 2024 or upon delivery of the applicable aircraft.

Consolidated Variable Interest Entities

In February 2023, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow \$27.0 million secured by one Airbus A320 series aircraft. The trust was funded on inception. The borrowing bears interest at a fixed rate and is payable in monthly installments through February 2029, at which time the Company will have a purchase option at a fixed amount.

Other Secured Debt

In May 2023, the Company borrowed \$92.7 million under a loan agreement secured by six Airbus A320 series aircraft. The notes bear interest at a fixed rate, payable in quarterly installments maturing in May 2028.

Debt Extinguishment

In June 2023, the Company made a \$61.0 million prepayment to extinguish an aircraft-secured debt facility. The facility bore interest at a floating rate and had a maturity date of June 2024.

In September 2023, the Company made a payment of \$112.8 million to voluntarily pay off several debt instruments collateralized by aircraft. These debt instruments were all floating rate instruments with original maturity dates between May and October 2027.

Note 6 — Income Taxes

The Company recorded a \$4.9 million income tax benefit at an effective tax rate of 16.3 percent and a \$9.7 million income tax benefit at a 17.3 percent effective tax rate for the three months ended September 30, 2023 and 2022, respectively. The effective tax rate for the three months ended September 30, 2023 differed from the statutory Federal income tax rate of 21.0 percent primarily due to state income taxes and the impact of permanent tax differences. While the Company expects its effective tax rate to be fairly consistent in the near term, it will vary depending on recurring items such as the amount of income earned in each state and the state tax rate applicable to such income. Discrete items during interim periods may also affect the Company's tax rates.

The Company recorded a \$41.3 million income tax expense at an effective tax rate of 25.7 percent and a \$10.9 million income tax benefit at a 17.9 percent effective tax rate for the nine months ended September 30, 2023 and 2022, respectively. The effective tax rate for the nine months ended September 30, 2023 differed from the statutory Federal income tax rate of 21.0 percent primarily due to state income taxes and the impact of permanent tax differences, none of which are individually significant.

Note 7 — Fair Value Measurements

The Company utilizes the market approach to measure the fair value of its financial assets. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. The assets classified as Level 2 primarily utilize quoted market prices or alternative pricing sources including transactions involving identical or comparable assets and models utilizing market observable inputs for valuation of these securities. No changes in valuation techniques or inputs occurred during the nine months ended September 30, 2023.

Financial instruments measured at fair value on a recurring basis:

(in thousands)	As of September 30, 2023			As of December 31, 2022		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Cash equivalents						
Money market funds	\$ 165,196	\$ 165,196	\$ —	\$ 88,073	\$ 88,073	\$ —
Commercial paper	9,940	—	9,940	50,791	—	50,791
Municipal debt securities	7,867	—	7,867	8,599	—	8,599
Total cash equivalents	183,003	165,196	17,807	147,463	88,073	59,390
Short-term						
Commercial paper	266,653	—	266,653	421,279	—	421,279
Federal agency debt securities	196,634	—	196,634	107,222	—	107,222
Corporate debt securities	151,610	—	151,610	166,136	—	166,136
US Treasury Bonds	23,578	—	23,578	—	—	—
Municipal debt securities	12,738	—	12,738	30,426	—	30,426
Total short-term	651,213	—	651,213	725,063	—	725,063
Long-term						
Federal agency debt securities	30,994	—	30,994	20,050	—	20,050
Corporate debt securities	27,093	—	27,093	35,688	—	35,688
Municipal debt securities	13,495	—	13,495	7,580	—	7,580
Total long-term	71,582	—	71,582	63,318	—	63,318
Total financial instruments	\$ 905,798	\$ 165,196	\$ 740,602	\$ 935,844	\$ 88,073	\$ 847,771

None of the Company's debt is publicly held and as a result, the Company has determined the estimated fair value of these notes to be Level 3. Certain inputs used to determine fair value are unobservable and, therefore, could be sensitive to changes in inputs. The Company utilizes the discounted cash flow method to estimate the fair value of Level 3 debt.

Carrying value and estimated fair value of long-term debt, excluding finance leases, including current maturities and without reduction for related costs, are as follows:

(in thousands)	As of September 30, 2023		As of December 31, 2022		Hierarchy Level
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value	
Fair Value of Notes Payable	\$ 1,847,028	\$ 1,747,427	\$ 1,626,114	\$ 1,561,939	3

Due to their short-term nature, the carrying amounts of cash, restricted cash, accounts receivable and accounts payable approximate fair value.

Note 8 — Earnings (Loss) per Share

Basic and diluted earnings (loss) per share are computed pursuant to the two-class method. Under this method, the Company attributes net income (loss) to two classes: common stock and unvested restricted stock. Unvested restricted stock awards granted to employees under the Company's Long-Term Incentive Plan are considered participating securities as they receive non-forfeitable rights to cash dividends at the same rate as common stock.

Diluted net income per share is calculated using the more dilutive of the two methods. Under both methods, the exercise of employee stock options is assumed using the treasury stock method. The assumption of vesting of restricted stock, however, differs:

1. Assume vesting of restricted stock using the treasury stock method.
2. Assume unvested restricted stock awards are not vested, and allocate earnings to common shares and unvested restricted stock awards using the two-class method.

For certain periods presented, basic and diluted loss per share are the same because of the loss position.

The following table sets forth the computation of net income (loss) per share, on a basic and diluted basis, for the periods indicated (share count and dollar amounts other than per-share amounts in the table are in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Basic:				
Net income (loss)	\$ (25,066)	\$ (46,459)	\$ 119,552	\$ (49,982)
Less income allocated to participating securities	(452)	—	(4,397)	—
Net income (loss) attributable to common stock	\$ (25,518)	\$ (46,459)	\$ 115,155	\$ (49,982)
Earnings (loss) per share, basic	\$ (1.44)	\$ (2.58)	\$ 6.44	\$ (2.78)
Weighted-average shares outstanding	17,721	18,014	17,879	17,985
Diluted:				
Net income (loss)	\$ (25,066)	\$ (46,459)	\$ 119,552	\$ (49,982)
Less income allocated to participating securities	(452)	—	(4,389)	—
Net income (loss) attributable to common stock	\$ (25,518)	\$ (46,459)	\$ 115,163	\$ (49,982)
Earnings (loss) per share, diluted	\$ (1.44)	\$ (2.58)	\$ 6.43	\$ (2.78)
Weighted-average shares outstanding	17,721	18,014	17,879	17,985
Dilutive effect of stock options and restricted stock	—	—	238	—
Adjusted weighted-average shares outstanding under treasury stock method	17,721	18,014	18,117	17,985
Participating securities excluded under two-class method	—	—	(204)	—
Adjusted weighted-average shares outstanding under two-class method	17,721	18,014	17,913	17,985

Note 9 — Contingencies

The Company is subject to certain legal and administrative actions it considers routine to its business activities. The Company believes the ultimate outcome of any potential and pending legal or administrative matters will not have a material adverse impact on its financial position, liquidity or results of operations.

Note 10 — Segments

Operating segments are components of a company for which separate financial and operating information is regularly evaluated and reported to the Chief Operating Decision Maker ("CODM"), and is used to allocate resources and analyze performance. The Company's CODM is the executive leadership team, which reviews information about the Company's two operating segments: Airline and Sunseeker Resort.

Airline Segment

The Airline segment operates as a single business unit and includes all scheduled service air transportation, ancillary air-related products and services, third party products and services, fixed fee contract air transportation and other airline-related revenue. The CODM evaluation includes, but is not limited to, route and flight profitability data, ancillary and third party product and service offering statistics, and fixed fee contract information when making resource allocation decisions with the goal of optimizing consolidated financial results.

Sunseeker Resort Segment

The Sunseeker Resort segment represents activity related to the development and construction of Sunseeker Resort in Southwest Florida, as well as the renovation of Aileron Golf Course (formerly known as Kingsway Golf Course). Plans for the resort include a 500-room hotel and two towers offering more than 180 one, two and three-bedroom suites, bar and restaurant options, and other amenities. The golf course is a short drive from the resort and is considered, from a planning and strategic perspective, to be an additional resort amenity. The construction of Sunseeker Resort is an extension of the Company's leisure travel focus and it is expected that many customers flying to Southwest Florida on Allegiant will elect to stay at this resort and enjoy its amenities.

Selected information for the Company's segments and the reconciliation to the consolidated financial statement amounts are as follows:

(in thousands)	Airline		Sunseeker Resort		Consolidated
Three Months Ended September 30, 2023					
Operating revenue:					
Passenger	\$	516,251	\$	—	\$ 516,251
Third party products		30,944		—	30,944
Fixed fee contracts		17,741		—	17,741
Other		419		4	423
Operating income (loss)		5,814		(23,697)	(17,883)
Interest expense, net ⁽¹⁾		20,654		5,535	26,189
Capitalized interest		(8,224)		(6,664)	(14,888)
Depreciation and amortization		55,730		86	55,816
Capital expenditures		157,579		78,254	235,833
Three Months Ended September 30, 2022					
Operating revenue:					
Passenger	\$	516,476	\$	—	\$ 516,476
Third party products		27,132		—	27,132
Fixed fee contracts		15,881		—	15,881
Other		836		—	836
Operating income (loss)		6,844		(37,755)	(30,911)
Interest expense, net ⁽¹⁾		20,197		4,115	24,312
Capitalized interest		(1,315)		(2,981)	(4,296)
Depreciation and amortization		50,064		28	50,092
Capital expenditures		165,814		91,076	256,890

(in thousands)	Airline	Sunseeker Resort	Consolidated
Nine Months Ended September 30, 2023			
Operating revenue:			
Passenger	\$ 1,768,274	\$ —	\$ 1,768,274
Third party products	85,886	—	85,886
Fixed fee contracts	43,599	—	43,599
Other	1,088	8	1,096
Operating income (loss)	230,894	(20,525)	210,369
Interest expense, net ⁽¹⁾	61,157	16,326	77,483
Capitalized interest	(13,143)	(15,806)	(28,949)
Depreciation and amortization	164,196	234	164,430
Capital expenditures	425,996	260,892	686,888

Nine Months Ended September 30, 2022

Operating revenue:			
Passenger	\$ 1,573,041	\$ —	\$ 1,573,041
Third party products	77,399	—	77,399
Fixed fee contracts	38,186	—	38,186
Other	1,654	—	1,654
Operating income (loss)	44,902	(42,455)	2,447
Interest expense, net ⁽¹⁾	54,857	10,752	65,609
Capitalized interest	(2,746)	(4,848)	(7,594)
Depreciation and amortization	145,573	45	145,618
Capital expenditures	404,015	228,452	632,467

⁽¹⁾ Excludes losses (net of gains) on debt extinguishment of \$600 thousand and \$806 thousand for quarter-to-date and year-to-date 2023 respectively. During the third quarter 2022, the Company recognized a loss on debt extinguishment of \$5.0 million in relation to the prepayment of its Term Loan B.

Total assets were as follows as of the dates indicated:

(in thousands)	As of September 30, 2023	As of December 31, 2022
Airline	\$ 4,283,299	\$ 4,047,134
Sunseeker Resort	629,037	464,163
Consolidated	<u>\$ 4,912,336</u>	<u>\$ 4,511,297</u>

Note 11 — Subsequent Events

On November 2, 2023, the Company repaid all amounts due under its \$150.0 million senior secured notes due February 2024.

On October 25, 2023, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow \$9 million secured by one CFM engine. The trust was funded on inception and the borrowing bears interest at a fixed imputed rate and is payable in monthly installments through October 2028, at which time the Company will have a purchase option at a fixed amount.

On October 31, 2023, the Company, through a wholly owned subsidiary, entered into agreements with a trust to borrow \$27 million secured by one Airbus A320 series aircraft. The trust was funded on inception and the borrowing bears interest at a fixed imputed rate and is payable in monthly installments through October 2028, at which time the Company will have a purchase option at a fixed amount.

On October 31, 2023, the Company, through a wholly owned subsidiary, extended the term of its August 2022 revolving credit facility with MUFG Bank by two years to August 2025. All other terms of the agreement remain the same and the facility remains undrawn as of September 30, 2023.

On November 1, 2023, the Company, through a variable interest entity, entered into agreements with Carlyle Aviation Group to borrow \$158 million secured by the Company's purchase rights for eight Boeing 737 aircraft. The facility bears a floating interest rate based on SOFR and is due upon delivery of each aircraft or no later than June 30, 2025.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis presents factors that had a material effect on our results of operations during the three and nine months ended September 30, 2023 and 2022. Also discussed is our financial position as of September 30, 2023 and December 31, 2022. You should read this discussion in conjunction with our unaudited consolidated financial statements, including the notes thereto, appearing elsewhere in this Form 10-Q and our consolidated financial statements appearing in our annual report on Form 10-K for the year ended December 31, 2022. This discussion and analysis contains forward-looking statements. Please refer to the section below entitled "Cautionary Note Regarding Forward-Looking Statements" for a discussion of the uncertainties, risks and assumptions associated with these statements.

Third Quarter 2023 Review

Third quarter 2023 highlights include:

- Total operating revenue was \$565.4 million, up 0.9 percent over the prior year and the highest third quarter total in company history
 - Total fixed fee contracts revenue of \$17.7 million, up 11.7 percent year-over-year
 - TRASM (total passenger revenue per scheduled service available seat mile) of 12.78 cents, up 1.4 percent year-over-year on scheduled service capacity decrease of 0.8 percent year-over-year
- Controllable completion factor of 99.7%
- Total average fare of \$129.23, up 2.6 percent year-over-year
 - Average ancillary fare of \$64.50, up 10.4 percent year-over-year
- Airline special charges of \$15.2 million from accelerated depreciation on aircraft retirement plan
- Allways Rewards program enrolled 478 thousand new members during the quarter, bringing total members to 16.7 million
 - \$88 million in remuneration received from our co-branded credit card year-to-date
 - Announced a collaboration with global entertainment icon Carrie Underwood in support of the company's Allways Rewards Visa® card and loyalty program
- Entered into \$412.1 million financing arrangement and borrowed \$196.4 million collateralized by seven A320 aircraft, with the remaining undrawn balance to be used in 2024 to fund four 737 MAX aircraft
- Sunseeker Resort nears completion - announced December 15, 2023 opening date
- Sunseeker special charges of \$17.4 million, net of recoveries, from hurricane and other weather-related events

AIRCRAFT

The following table sets forth the aircraft in service and operated by us as of the dates indicated:

	September 30, 2023	December 31, 2022
A319	35	35
A320 ⁽¹⁾	92	86
Total	127	121

⁽¹⁾ December 31, 2022 figure does not include five aircraft of which we have taken delivery, but were not yet in service as of that date.

On September 29, 2023, we entered into agreements with The Boeing Company ("Boeing") to amend our 2021 agreement to acquire 50 newly manufactured Boeing 737 MAX aircraft. The amended agreements include a revised delivery schedule for the initial 50 aircraft to now extend through late 2025.

Due to the heavy maintenance needs on certain aging Airbus airframes and capacity constraints at the maintenance, repair, and overhaul contractors constraining fleet utilization, we reevaluated our fleet plan and identified 21 aging airframes for early retirement to coincide with the delivery schedule for our 737 MAX aircraft provided in an amendment to our Boeing purchase agreement signed on September 29, 2023. Two airframes were retired in September 2023 and the remaining airframes are to be retired between January 2024 and September 2025. The retirements are coordinated with the revised delivery schedule for the 737 MAX aircraft to provide us with opportunities for fleet renewal and replacement. The accelerated depreciation on these airframes resulting from a change in the estimated useful life is recorded as a special charge of \$15.2 million during third quarter 2023. We plan to retain the engines associated with these airframes in our spare engine pool and use the substantial remaining life on these engines to offset future overhaul costs.

As of September 30, 2023, we were party to forward purchase agreements for 52 aircraft. One aircraft was delivered in October 2023 and one is expected to be delivered in December 2023. We currently expect deliveries of 24 737 MAX aircraft in 2024 and 26 thereafter.

NETWORK

As of September 30, 2023, we were selling 549 routes versus 583 as of the same date in 2022. As discussed below, growth in overall capacity and the number of routes served have been reduced as a result of efforts to balance the demand environment and prevailing fuel prices with system wide operational reliability. We expect route count to remain below 2022 levels throughout the rest of the year as we focus on our core markets during our busiest travel periods. We have identified as many as 1,400 incremental domestic nonstop routes as opportunities for future network growth, of which over 75% currently have no current non-stop service. Our total active number of origination cities and leisure destinations were 91 and 33, respectively, as of September 30, 2023.

Our unique model is predicated around expanding and contracting capacity to meet seasonal travel demands.

TRENDS

Demand Momentum

We continue to see strong demand across both peak and off-peak periods relative to pre-pandemic. While peak period demand has persisted meaningfully higher, the performance of off-peak periods in relation to current peaks has normalized according to typical leisure seasonality.

Aircraft Fuel

The cost of fuel is volatile, as it is subject to many economic and geopolitical factors we can neither control nor predict. Significant increases in fuel costs could materially affect our operating results and profitability. We have not sought to use financial derivative products to hedge our exposure to fuel price volatility, nor do we have any plans to do so in the future.

Despite a 19.7 percent decrease in fuel cost per gallon during the third quarter 2023 compared to the same period in 2022, attributable to lower crude oil prices and refining margins, we anticipate that our overall costs and operating results will continue to be affected by persistently high and volatile fuel prices. This is primarily due to ongoing geopolitical and economic tensions in the Middle East and Ukraine, which continue to impact the global market.

Boeing Agreement

In September 2023, we signed an agreement with The Boeing Company to amend our 2021 agreement to purchase 50 newly manufactured 737 MAX aircraft. Under the amended agreements, the mix of 737 MAX-8200 and 737 MAX-7 aircraft have been altered so that there will be more 737 MAX-8200 aircraft and fewer 737 MAX-7 aircraft. The amended agreements also reflect a revised delivery schedule for the initial 50 aircraft to deliver through late 2025 and options to acquire as many as 80 additional 737 MAX aircraft. We believe this new aircraft purchase is complementary with our low cost strategy based on our intent to retain ownership of the aircraft, the longer useful life for depreciation purposes, reduced maintenance costs in the early periods of ownership, expected fuel savings and operational reliability from the use of these new aircraft.

Operations

Delays for aircraft in heavy maintenance, airport construction disruption, weather, and air traffic control delays in certain markets continue to impact our operations and we have pulled back some of our capacity growth in 2023 and into 2024 as a result. We believe these issues are not unique to Allegiant nor do we believe they are systemic.

Union Negotiations

The collective bargaining agreement with our pilots is currently amendable. We and the International Brotherhood of Teamsters ("IBT") jointly requested the mediation services of the National Mediation Board ("NMB") in January 2023 to assist with the negotiations. The mediation process with the NMB is continuing, with dates for negotiation sessions currently scheduled through March of 2024.

Separately from the ongoing collective bargaining agreement negotiations, to begin to address retention and pilot pay issues, effective in May 2023, we began recognizing a retention bonus for pilots who continue employment with us until a new labor agreement is approved. The amount is 35 percent of current hourly pay rates, except for the first year first officers for whom the percentage is 82 percent, calculated at a minimum of 85 pay credit hours per month. IBT concurred with this approach. Since its inception, pilot attrition rates have declined and we are increasing the number of pilots employed.

For the three and nine months ended September 30, 2023, we recorded estimated pilot retention bonus accruals of \$18.7 million and \$30.4 million, respectively. The bonus will be paid to all pilots remaining employed with us upon ratification of a new collective bargaining agreement.

The collective bargaining agreement with our flight attendants is also currently amendable. We and the Transportation Workers Union ("TWU") representing this group reached an initial tentative agreement in May 2023. That initial tentative agreement was not ratified by the flight attendant membership, and the parties have reengaged in negotiations for an amended contract.

The terms of any new collective bargaining agreement will impact our costs over the term of the contract.

Engagement of Schneider Electric as ESG Consultant

We are continuing our partnership with Schneider Electric to help us develop our Environmental, Social and Governance (ESG) program. During 2023, we expect to establish ESG goals and environmental goal achievement plans and will continue to provide carbon emissions reporting of Scope 1, 2, and 3 greenhouse gas (GHG) emissions.

VivaAerobus Alliance

In December 2021, we announced plans for a fully-integrated commercial alliance agreement with VivaAerobus, designed to expand options for nonstop leisure air travel on transborder flights between United States and Mexico. We and VivaAerobus have submitted a joint application to the DOT requesting approval of and antitrust immunity for the alliance. Due to recent actions undertaken by Mexico affecting U.S. operations at Mexico City's Benito Juarez International Airport, our application's procedural schedule set by the DOT has been temporarily suspended. This will delay approval for an undetermined period of time.

We and VivaAerobus expect to offer new routes under the alliance pending U.S. governmental approval of the applications. The approval of the applications was also subject to the return of Mexico to a Category 1 status under the FAA's International Aviation Safety Assessment ("IASA") program. The Category 1 status allows foreign airlines to expand their services to U.S. destinations and enter into codeshare partnerships with U.S. airlines. Mexico has now been approved for Category I status.

Sunseeker Resort

Construction of Sunseeker Resort Charlotte Harbor is nearing completion and we expect to open the Resort on December 15, 2023. The Resort is receiving bookings from transient customers and group sales and has hired substantially all of the initial staff needed to open the Resort.

RESULTS OF OPERATIONS

Comparison of three months ended September 30, 2023 to three months ended September 30, 2022

Operating Revenue

Passenger revenue. For third quarter 2023, passenger revenue remained consistent compared to the same period in 2022 on relatively flat capacity, as scheduled service available seat miles (ASMs) decreased by 0.8 percent. A 10.4 percent increase in average ancillary air-related fare, excluding third party products was offset by a 6.3 percent decrease in average base fare and a 1.9% decrease in number of scheduled service passengers. The increase in average ancillary air-related fare compared to third quarter 2022 was primarily driven by overall strength in core products and the Allegiant Extra rollout.

Third party products revenue. Third party products revenue for third quarter 2023 increased 14.0 percent compared to third quarter 2022. The increase from 2022 is primarily the result of a 41.5 percent increase in the marketing component of co-branded credit card revenues, offset by a decrease in hotel and rental car revenue.

Fixed fee contract revenue. Fixed fee contract revenue for third quarter 2023 increased 11.7 percent compared to the same period in 2022 as a result of a 30 percent increase in fixed fee departures.

Operating Expenses

We primarily evaluate our expense management by comparing our costs per available seat mile (ASM) across different periods, which enables us to assess trends in each expense category. The following table presents unit costs on a per ASM basis, or CASM, for the indicated periods. Excluding fuel on a per ASM basis provides management and investors the ability to measure and monitor our cost performance absent fuel price volatility. Both the cost and availability of fuel are subject to many economic and political factors beyond our control.

Unitized costs (in cents)	Three Months Ended September 30,		Percent Change
	2023	2022	YoY
Aircraft fuel	3.79 ¢	4.68 ¢	(19.0)%
Salaries and benefits	3.68	3.09	19.1
Station operations	1.46	1.49	(2.0)
Depreciation and amortization	1.26	1.13	11.5
Maintenance and repairs	0.80	0.72	11.1
Sales and marketing	0.64	0.58	10.3
Aircraft lease rentals	0.13	0.13	—
Other	0.65	0.67	(3.0)
Special charges, net of insurance recoveries	0.74	0.79	(6.3)
CASM	13.15	13.28	(1.0)
Operating CASM, excluding fuel	9.36	8.60	8.8
Airline special charges CASM	0.34	—	NM
Sunseeker Resort CASM	0.53	0.85	(37.6)
Operating CASM, excluding fuel, airline special charges and Sunseeker Resort activity	8.49 ¢	7.75 ¢	9.5

NM - Not meaningful

Operating CASM, excluding fuel, airline special charges, and Sunseeker Resort activity. Operating CASM, excluding fuel, airline special charges and Sunseeker Resort activity, increased by 9.5 percent to 8.49 ¢ for third quarter 2023 from 7.75 ¢ in third quarter 2022. The CASM-ex increase is attributable to an 18.7 percent increase in salaries and benefits and a 10.3% increase in sales and marketing expense in third quarter 2023 over third quarter 2022 (for the reasons described in the expense line item discussion below) with a 0.4 percent decrease in capacity as we intentionally reduced capacity growth in light of higher fuel costs and to protect operational integrity. This is reflected in the reduced utilization of our aircraft as average block hours per aircraft per day decreased by 9.4 percent in the quarter compared to third quarter 2022.

Aircraft fuel expense. Aircraft fuel expense decreased \$40.3 million, or 19.4 percent, for third quarter 2023 compared to third quarter 2022. This is primarily due to a 19.7 percent decrease in average fuel cost per gallon. The decrease in fuel cost was partially offset by a 0.5 percent increase in fuel gallons consumed.

Salaries and benefits expense. Salaries and benefits expense increased \$25.7 million, or 18.7 percent, for third quarter 2023 when compared to third quarter 2022. The increase is due in part to a 10.5 percent increase in the average number of full time equivalent employees from third quarter 2022, which includes newly hired Sunseeker team members. Higher salaries and

benefits expense was also driven by increased crew pay, including an \$18.7 million accrual for pilot retention bonuses, increased rates for maintenance technicians that took effect in August 2023, and annual merit increases for team members not subject to a collective bargaining agreement.

Station operations expense. Station operations expense for third quarter 2023 decreased \$1.7 million, or 2.5 percent compared to third quarter 2022, as scheduled service departures also decreased by 1.4 percent. A reduction in customer compensation for irregular operations, as compared to the same period in 2022, was offset by inflationary pressure on costs in general.

Depreciation and amortization expense. Depreciation and amortization expense for third quarter 2023 increased by 11.4 percent as compared to third quarter 2022 driven by an 11.1 percent increase in the average number of aircraft owned and in service and increased deferred heavy maintenance expense.

Maintenance and repairs expense. Maintenance and repairs expense for third quarter 2023 increased \$3.3 million, or 10.3 percent, compared to third quarter 2022, as the result of a 10.2 percent increase in the average number of aircraft in service.

Sales and marketing expense. Sales and marketing expense for third quarter 2023 increased by 10.3 percent compared to the same period in 2022, primarily due to a cobrand relaunch campaign and a Sunseeker advertising campaign.

Other operating expense. Other operating expense decreased \$0.9 million or 2.8 percent for third quarter 2023 compared to third quarter 2022 attributable to incremental decreases in legal affairs and crew travel expense.

Special charges. During third quarter 2023, we recorded \$32.6 million of special charges including \$15.2 million in accelerated depreciation from planned early retirement of 21 airframes from 2023 through 2025 pursuant to a revised fleet plan. In addition, we recognized \$17.9 million in additional losses related to 2023 and 2022 weather events in third quarter 2023 as compared to \$35.0 million of special charges related to Hurricane Ian recorded in third quarter 2022.

Interest Expense and Income

Interest expense for the quarter ended September 30, 2023 increased by \$5.0 million, or 14.6 percent over third quarter 2022, attributable primarily to a 3.2 percentage point increase in the weighted average variable interest rate year-over-year due to increases in the indices. The increase in interest expense was partially offset by a \$7.5 million increase in interest income compared to third quarter 2022, due to higher yields on investments in debt securities.

Income Tax Expense

We recorded a \$4.9 million income tax benefit at an effective tax rate of 16.3 percent and a \$9.7 million income tax benefit at a 17.3 percent effective tax rate for the three months ended September 30, 2023 and 2022, respectively. The effective tax rate for the three months ended September 30, 2023 differed from the statutory Federal income tax rate of 21.0 percent primarily due to state income taxes and the impact of permanent tax differences.

Comparison of nine months ended September 30, 2023 to nine months ended September 30, 2022

As comparisons of our 2023 results to 2022 reflect changes due to the continued impact of the COVID-19 pandemic on air travel during the nine months ended September 30, 2022, and early in 2022 in particular, year-over-year comparisons below are not necessarily indicative of expected full year-over-year results.

Operating Revenue

Passenger revenue. For the nine months ended September 30, 2023, passenger revenue increased 12.4 percent compared with the same period in 2022. Scheduled service passengers were up 2.7 percent and the average scheduled service base fare increased by 8.7 percent due to stronger leisure demand. The increase in passenger revenue was also driven by a 10.3 percent increase in average ancillary air-related fare, excluding third party products. The increase in average ancillary air-related fare over the same period in 2022 was primarily driven by overall strength in core products and the Allegiant Extra rollout.

Third party products revenue. Third party products revenue for the nine months ended September 30, 2023 increased 11.0 percent over the same period in 2022. The increase from 2022 is primarily the result of increased Allways® Rewards Program revenues.

Fixed fee contract revenue. Fixed fee contract revenue for the nine months ended September 30, 2023 increased 14.2 percent compared to the same period in 2022 as a result of a 24.6 percent increase in fixed fee departures.

Operating Expenses

The following table presents unit costs on a per ASM basis, defined as Operating CASM, for the indicated periods:

Unitized costs (in cents)	Nine Months Ended September 30,		Percent Change
	2023	2022	YoY
Aircraft fuel	3.67 ¢	4.48 ¢	(18.1)%
Salaries and benefits	3.53	2.92	20.9
Station operations	1.36	1.41	(3.5)
Depreciation and amortization	1.16	1.04	11.5
Maintenance and repairs	0.67	0.65	3.1
Sales and marketing	0.60	0.54	11.1
Aircraft lease rentals	0.13	0.12	8.3
Other	0.66	0.59	11.9
Special charges, net of insurance recoveries	0.14	0.25	(44.0)
CASM	11.92	12.00	(0.7)
Operating CASM, excluding fuel ⁽²⁾	8.25	7.52	9.7
Airline special charges CASM	0.11	—	NM
Sunseeker Resort CASM	0.14	0.30	(53.3)
Operating CASM, excluding fuel, airline special charges and Sunseeker Resort activity	8.00 ¢	7.22 ¢	10.8

NM - Not meaningful

Operating CASM, excluding fuel, airline special charges, and Sunseeker Resort activity.

Operating CASM, excluding fuel, airline special charges and Sunseeker Resort activity, increased by 10.8 percent to 8.00 ¢ for the nine months ended September 30, 2023 from 7.22 ¢ in the same period in 2022. The CASM-ex increase is attributable to an increase in non-fuel airline costs, in the first nine months of 2023 over the same period in 2022 (for the reasons described in the expense line item discussion below) with only a 0.7 percent increase in total system capacity as we intentionally reduced capacity growth to protect operational integrity. This is reflected in the reduced utilization of our aircraft as average block hours per aircraft per day decreased by 8.7 percent in the period compared to the first nine months of 2022.

Aircraft fuel expense. Aircraft fuel expense decreased \$109.6 million, or 17.4 percent, for the nine months ended September 30, 2023 compared to the same period in 2022. This is primarily driven by a 19.1 percent decrease in average fuel cost per gallon. The decrease in fuel cost was partially offset by a 1.9 percent increase in fuel gallons consumed on a 0.7 percent increase in total available seat miles.

Salaries and benefits expense. Salaries and benefits expense increased \$88.8 million, or 21.6 percent, for the nine months ended September 30, 2023 compared to the same period in 2022. The increase is due in part to a 10.5 percent increase in the

average number of full time equivalent employees from the same period in 2022, which increase includes newly hired Sunseeker team members.

On a per ASM basis, salaries and benefits expense increased 20.9 percent. The cost increases primarily relate to increases in crew pay, including a \$30.4 million accrual for pilot retention bonuses, increased rates for maintenance technicians that took effect in August 2023, and annual merit increases for team members not subject to a collective bargaining agreement.

Station operations expense. Station operations expense for the nine months ended September 30, 2023 decreased \$6.1 million or 3.1 percent mostly due to decreased costs associated with irregular operations compared to the prior year period. Reductions in irregular operations costs were offset by inflationary pressure on costs in general.

Depreciation and amortization expense. Depreciation and amortization expense for the nine months ended September 30, 2023 increased \$18.8 million or 12.9 percent as compared to the same period in 2022 due primarily to an 11.1 percent increase in the average number of aircraft owned and in service and increased amortization of deferred heavy maintenance.

Maintenance and repairs expense. Maintenance and repairs expense for the nine months ended September 30, 2023 increased by \$4.4 million or 4.9 percent compared to the same period in 2022. The increase was driven by a 10.6 percent increase in average aircraft in service offset by a higher volume of repairs in the prior year period compared to the current year.

Sales and marketing expense. Sales and marketing expense for the nine months ended September 30, 2023 increased 13.0 percent compared to the same period in 2022 due to an increase in net credit card fees as a result of a 12.4 percent increase in passenger revenue year-over-year and due to a fee paid to transition our cobrand credit card to the Visa network.

Other operating expense. Other expense for the nine months ended September 30, 2023 increased by \$8.6 million, or 10.4 percent year-over-year, due to incremental increases in outsourced labor and software support associated with ongoing IT initiatives, legal and governmental affairs, and crew transportation expense.

Special charges. During the nine months ended September 30, 2023, we recorded \$15.2 million of special charges attributable to accelerated depreciation from the planned early retirement of 21 airframes per our revised fleet plan. In addition, we recognized \$4.6 million of special charges net of recoveries related to 2023 and 2022 weather events as \$18.2 million of additional special charges was offset by the recognition of \$13.6 million of insurance recoveries on Sunseeker Resort damages. During the nine months ended September 30, 2022, we recorded \$35.0 million of special charges related to Hurricane Ian.

Income Tax Expense

We recorded a \$41.3 million income tax expense at an effective rate of 25.7 percent compared to a \$10.9 million tax benefit at a 17.9 percent effective tax rate for the nine months ended September 30, 2023 and 2022, respectively. The 25.7 percent effective tax rate for the nine months ended September 30, 2023 differed from the statutory federal income tax rate of 21.0 percent primarily due to state income taxes and the impact of permanent tax differences.

Comparative Airline-Only Operating Statistics

The following tables set forth our airline operating statistics for the periods indicated:

	Three Months Ended September 30,		Percent Change ⁽¹⁾
	2023	2022	YoY
Airline operating statistics (unaudited):			
Total system statistics:			
Passengers	4,292,031	4,359,417	(1.5)%
Available seat miles (ASMs) (thousands)	4,433,767	4,450,595	(0.4)
Airline operating expense per ASM (CASM) (cents)	12.62 ¢	12.43 ¢	1.5
Fuel expense per ASM (cents)	3.79 ¢	4.68 ¢	(19.0)
Airline special charges per ASM (cents)	0.34 ¢	— ¢	NM
Airline operating CASM, excluding fuel and special charges (cents)	8.49 ¢	7.75 ¢	9.5
Departures	29,251	29,432	(0.6)
Block hours	67,312	67,277	0.1
Average stage length (miles)	858	857	0.1
Average number of operating aircraft during period	126.8	115.1	10.2
Average block hours per aircraft per day	5.8	6.4	(9.4)
Full-time equivalent employees at end of period	5,578	5,285	5.5
Fuel gallons consumed (thousands)	54,320	54,044	0.5
ASMs per gallon of fuel	81.6	82.4	(1.0)
Average fuel cost per gallon	\$ 3.09	\$ 3.85	(19.7)
Scheduled service statistics:			
Passengers	4,234,196	4,316,163	(1.9)
Revenue passenger miles (RPMs) (thousands)	3,744,225	3,820,339	(2.0)
Available seat miles (ASMs) (thousands)	4,280,034	4,315,984	(0.8)
Load factor	87.5 %	88.5 %	(1.0)
Departures	28,040	28,436	(1.4)
Block hours	64,857	65,182	(0.5)
Average seats per departure	176.8	175.8	0.6
Yield (cents) ⁽²⁾	6.49 ¢	6.92 ¢	(6.2)
Total passenger revenue per ASM (TRASM) (cents) ⁽³⁾	12.78 ¢	12.60 ¢	1.4
Average fare - scheduled service ⁽⁴⁾	\$ 57.43	\$ 61.26	(6.3)
Average fare - air-related charges ⁽⁴⁾	\$ 64.50	\$ 58.40	10.4
Average fare - third party products	\$ 7.31	\$ 6.29	16.2
Average fare - total	\$ 129.23	\$ 125.95	2.6
Average stage length (miles)	864	860	0.5
Fuel gallons consumed (thousands)	52,491	52,491	—
Average fuel cost per gallon	\$ 3.07	\$ 3.84	(20.1)
Rental car days sold	335,542	364,481	(7.9)
Hotel room nights sold	54,447	71,205	(23.5)
Percent of sales through website during period	95.1 %	96.1 %	(1.0)

⁽¹⁾ Except load factor and percent of sales through website during period, which are presented as a percentage point change.

⁽²⁾ Defined as scheduled service revenue divided by revenue passenger miles.

⁽³⁾ Various components of this measure do not have a direct correlation to ASMs. This measure is provided on a per ASM basis so as to facilitate comparison with airlines reporting revenues on a per ASM basis.

⁽⁴⁾ Reflects division of passenger revenue between scheduled service (base fare) and air-related charges in our booking path.

NM Not Meaningful

Comparative Consolidated Operating Statistics

The following tables set forth our operating statistics for the periods indicated:

	Nine Months Ended September 30,		Percent Change ⁽¹⁾
	2023	2022	YoY
Airline operating statistics (unaudited):			
Total system statistics:			
Passengers	13,196,465	12,834,078	2.8 %
Available seat miles (ASMs) (thousands)	14,164,936	14,060,825	0.7
Airline operating expense per ASM (CASM) (cents)	11.78 ¢	11.70 ¢	0.7
Fuel expense per ASM (cents)	3.67 ¢	4.48 ¢	(18.1)
Airline special charges per ASM (cents)	0.11 ¢	— ¢	NM
Airline operating CASM, excluding fuel and special charges (cents)	8.00 ¢	7.22 ¢	10.8
Departures	90,792	90,064	0.8
Block hours	215,716	212,403	1.6
Average stage length (miles)	883	885	(0.2)
Average number of operating aircraft during period	124.7	112.7	10.6
Average block hours per aircraft per day	6.3	6.9	(8.7)
Full-time equivalent employees at end of period	5,578	5,285	5.5
Fuel gallons consumed (thousands)	170,271	167,070	1.9
ASMs per gallon of fuel	83.2	84.2	(1.2)
Average fuel cost per gallon	\$ 3.05	\$ 3.77	(19.1)
Scheduled service statistics:			
Passengers	13,076,015	12,736,268	2.7
Revenue passenger miles (RPMs) (thousands)	11,947,986	11,646,212	2.6
Available seat miles (ASMs) (thousands)	13,778,994	13,716,838	0.5
Load factor	86.7 %	84.9 %	1.8
Departures	87,800	87,475	0.4
Block hours	209,468	206,868	1.3
Average seats per departure	176.1	175.7	0.2
Yield (cents) ⁽²⁾	7.55 ¢	6.94 ¢	8.8
Total passenger revenue per ASM (TRASM) (cents) ⁽³⁾	13.46 ¢	12.03 ¢	11.9
Average fare - scheduled service ⁽⁴⁾	\$ 68.95	\$ 63.44	8.7
Average fare - air-related charges ⁽⁴⁾	\$ 66.28	\$ 60.07	10.3
Average fare - third party products	\$ 6.57	\$ 6.08	8.1
Average fare - total	\$ 141.80	\$ 129.59	9.4
Average stage length (miles)	889	889	—
Fuel gallons consumed (thousands)	165,599	162,933	1.6
Average fuel cost per gallon	\$ 3.05	\$ 3.77	(19.1)
Rental car days sold	1,081,483	1,161,579	(6.9)
Hotel room nights sold	193,643	222,334	(12.9)
Percent of sales through website during period	95.3 %	96.2 %	(0.9)

⁽¹⁾ Except load factor and percent of sales through website during period, which are presented as a percentage point change.

⁽²⁾ Defined as scheduled service revenue divided by revenue passenger miles.

⁽³⁾ Various components of this measure do not have a direct correlation to ASMs. This measure is provided on a per ASM basis so as to facilitate comparison with airlines reporting revenues on a per ASM basis.

⁽⁴⁾ Reflects division of passenger revenue between scheduled service (base fare) and air-related charges in our booking path.

NM Not Meaningful

LIQUIDITY AND CAPITAL RESOURCES

Current liquidity

Cash, cash equivalents and investment securities (short-term and long-term) decreased slightly to \$1.01 billion at September 30, 2023, from \$1.02 billion at December 31, 2022. Investment securities represent highly liquid marketable securities which are available-for-sale.

Restricted cash represents escrowed funds under fixed fee contracts and cash collateral against letters of credit required by hotel properties for guaranteed room availability, airports and certain other parties. Under our fixed fee flying contracts, we require our customers to prepay for flights to be provided by us. The prepayments are escrowed until the flight is completed and are recorded as restricted cash with a corresponding amount reflected as air traffic liability.

Our operating cash flows and long-term debt borrowings have allowed us to invest in our fleet transition, return capital to shareholders in the form of recurring regular quarterly dividends and share repurchases, and invest in Sunseeker Resort. Future capital needs are primarily for the acquisition of additional aircraft, including our existing aircraft commitments, as well as planned capital outlay related to Sunseeker Resort.

We believe we have more than adequate liquidity resources through our cash balances, operating cash flows, availability under revolving credit facilities, PDP facilities, and borrowings to meet our future contractual obligations. We will continue to consider raising funds through debt financing as needed to fund capital expenditures.

In addition to our recurring quarterly cash dividend, our current share repurchase authority is \$88.2 million. There is no expiration to this program.

Debt

Our debt and finance lease obligations balance, without reduction for related issuance costs, increased slightly from \$2.12 billion as of December 31, 2022 to \$2.31 billion as of September 30, 2023. Net debt (total debt less unrestricted cash, cash equivalents, and investments) as of September 30, 2023 was \$1.28 billion, an increase of \$200.4 million from December 31, 2022. During the nine months ended September 30, 2023, we exercised a \$15.2 million purchase option on one Airbus A320 finance leased aircraft and subsequently refinanced the same aircraft for \$27.0 million. We also entered into a revolving credit facility to borrow up to \$100.0 million which remains undrawn. This revolving credit facility is in addition to existing undrawn revolving credit facilities totaling \$279.9 million. In addition, we obtained a \$92.7 million debt facility secured by Airbus A320 aircraft. For the nine months ended September 30, 2023, we made total principal payments on debt of \$292.9 million, including the voluntary repayment of a \$61.0 million debt facility secured by 23 Airbus aircraft.

Additionally, during the third quarter of 2023, we entered into a credit facility in an amount of up to \$412.1 million, of which \$196.0 million was funded in September and a portion of the proceeds were used to voluntarily prepay \$112.8 million in existing debt. Additionally, \$76.3 million was drawn on an existing PDP financing facility during the same period to finance Boeing pre-delivery deposits.

As of September 30, 2023, approximately 86.2 percent of our debt and finance lease obligations are fixed-rate.

Sources and Uses of Cash

Operating Activities. Operating cash inflows are primarily derived from providing air transportation and related ancillary products and services to customers. During the nine months ended September 30, 2023, our operating activities provided \$369.5 million of cash compared to \$221.8 million during the same period 2022. This change is primarily attributable to a \$169.5 million increase in net income.

Investing Activities. Cash used for investing activities was \$537.4 million during the nine months ended September 30, 2023 compared to \$335.6 million used for investing activities during the same period in 2022. The change is primarily attributable to a \$102.3 million increase in purchases of property and equipment, a \$166.7 million increase in aircraft pre-delivery deposits, and a \$28.1 million increase in net of proceeds from maturities of investment securities net of purchases, compared to the nine months ended September 30, 2022.

Financing Activities. Cash provided by financing activities for the nine months ended September 30, 2023 was \$229.2 million, compared to \$15.7 million of cash used in the same period in 2022. The change was the result of a \$264.9 million decrease in proceeds from issuance of debt offset by a \$373.2 million decrease in principal payments on long term debt and finance lease obligations and by \$69.9 million of cash disbursed to us from funds held in a construction loan deposit trust account during the nine months ended September 30, 2023, compared to \$87.5 million of funds deposited into the construction deposit trust account (which are considered to be both cash proceeds from the issuance of debt and cash outflows to the deposit trust account) in the nine months ended September 30, 2022. The funds in the construction deposit trust account consist of proceeds of the Sunseeker construction loan and insurance recoveries and are disbursed to us on approval of construction expenses submitted to the trustee. The net cash provided by these factors in the first nine months of 2023 was offset by \$11.1 million used to pay cash dividends and \$16.9 million used for repurchases of common stock attributable to open market repurchases and tax withholding on restricted award vestings during the nine months ended September 30, 2023, compared to none in the prior year.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

We have made forward-looking statements in this quarterly report on Form 10-Q, and in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," that are based on our management's beliefs and assumptions, and on information currently available to our management. Forward-looking statements include our statements regarding the number of contracted aircraft to be placed in service in the future, the timing of aircraft deliveries and retirements, the implementation of a joint alliance with VivaAerobus, the opening date for our Sunseeker Resort, as well as other information concerning future results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities, the effects of future regulation and the effects of competition. Forward-looking statements include all statements that are not historical facts and can be identified by the use of forward-looking terminology such as the words "believe," "expect," "anticipate," "intend," "plan," "estimate," "project," "hope" or similar expressions.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in the forward-looking statements. Important risk factors that could cause our results to differ materially from those expressed in the forward-looking statements may be found in our periodic reports filed with the Securities and Exchange Commission at www.sec.gov. These risk factors include, without limitation, the impact of Hurricane Ian on our Florida markets and on completion of Sunseeker Resort, the impact and duration of the COVID-19 pandemic on airline travel and the economy, an accident involving, or problems with, our aircraft, public perception of our safety, our reliance on our automated systems, our reliance on third parties to deliver aircraft under contract to us on a timely basis, risk of breach of security of personal data, volatility of fuel costs, labor issues and costs, the ability to obtain regulatory approvals as needed, the effect of economic conditions on leisure travel, debt covenants and balances, the impact of government regulations on the airline industry, the ability to finance aircraft to be acquired, the ability to obtain necessary government approvals to implement the announced alliance with VivaAerobus and to otherwise prepare to offer international service, terrorist attacks, risks inherent to airlines, our competitive environment, our reliance on third parties who provide facilities or services to us, the impact of management changes and the possible loss of key personnel, economic and other conditions in markets in which we operate, the ability to successfully develop a resort in Southwest Florida, increases in maintenance cost, cyclical and seasonal fluctuations in our operating results and the perceived acceptability of our environmental, social, and governance efforts.

Any forward-looking statements are based on information available to us today and we undertake no obligation to publicly update any forward-looking statements, whether as a result of future events, new information or otherwise.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

There have been no material changes to our critical accounting estimates during the nine months ended September 30, 2023. For information regarding our critical accounting policies and estimates, see disclosures in the Consolidated Financial Statements and accompanying notes contained in our 2022 Form 10-K, and in Note 1 of Notes to Consolidated Financial Statements (unaudited).

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are subject to certain market risks, including commodity prices (specifically aircraft fuel). The adverse effects of changes in these markets could pose potential losses 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. Actual results may differ.

Aircraft Fuel

Our results of operations can be significantly impacted by changes in the price and availability of aircraft fuel. Aircraft fuel expense for the nine months ended September 30, 2023 represented 30.8 percent of our total operating expenses. Increases in fuel prices, or a shortage of supply, could have a material impact on our operations and operating results. Based on our fuel consumption for the nine months ended September 30, 2023, a hypothetical ten percent increase in the average price per gallon of fuel would have increased fuel expense by approximately \$52.1 million. We have not hedged fuel price risk for many years.

Interest Rates

As of September 30, 2023, we had \$317.5 million of variable-rate debt, including current maturities and without reduction for \$3.1 million in related costs. A hypothetical 100 basis point change in interest rates would have affected interest expense on variable rate debt by approximately \$2.9 million for the nine months ended September 30, 2023.

Item 4. Controls and Procedures

As of September 30, 2023, under the supervision and with the participation of our management, including our chief executive officer ("CEO") and chief financial officer ("CFO"), we evaluated the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the "Exchange Act") as of the end of the period covered by this report. Based on that evaluation, management, including our CEO and CFO, has concluded that our disclosure controls and procedures are designed, and are effective, to give reasonable assurance that the information we are required to disclose is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to the Company's management, including the CEO and the CFO, as appropriate to allow timely decisions regarding required disclosure.

There were no changes in our internal control over financial reporting that occurred during the quarter ending September 30, 2023, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are subject to certain legal and administrative actions we consider routine to our business activities. We believe the ultimate outcome of any pending legal or administrative matters will not have a material adverse impact on our financial position, liquidity or results of operations.

Item 1A. Risk Factors

We have evaluated our risk factors and determined there are no changes to those set forth in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2022 and filed with the Commission on February 27, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Our Repurchases of Equity Securities

The following table reflects the repurchases of our common stock during third quarter 2023:

Period	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of our Publicly Announced Plan	Approximate Dollar Value of Shares that May yet be Purchased Under the Plans or Programs (in thousands) ⁽²⁾
July	1,339	\$ 129.46	None	
August	2,527	\$ 121.53	None	
September	11,976	\$ 78.84	None	
Total	15,842	\$ 89.93	—	\$ 88,196

(1) Represents shares repurchased from employees who vested a portion of their restricted stock grants. These share repurchases were made at the election of each employee pursuant to an offer to repurchase by us. In each case, the shares repurchased constituted a portion of vested shares necessary to satisfy income tax withholding requirements.

(2) Represents the remaining dollar amount of open market purchases of our common stock which has been authorized by our board under a share repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

Securities Trading Plans of Directors and Executive Officers

During the three months ended September 30, 2023, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of the Company's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

Item 6. Exhibits

<u>3.1</u>	<u>Articles of Incorporation of Allegiant Travel Company. (Incorporated by reference to Exhibit 3.1 to Registration Statement No. 333-134145 filed with the Commission on July 6, 2006).</u>
<u>3.2</u>	<u>Bylaws of Allegiant Travel Company as amended on October 18, 2021. (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K, filed with the Commission on July 28, 2022).</u>
<u>10.1</u>	<u>Separation Agreement between Registrant and John Redmond dated September 26, 2023</u>
<u>10.2</u>	<u>Credit Agreement by and among Sunrise Asset Management, LLC, as Borrower, the Lenders party hereto, as Lenders, BNP Paribas, as Administrative Agent, Bank of Utah, as Security Trustee, BNP Paribas and JSA International U.S. Holdings, LLC as Lead Arrangers, and BNP Paribas, as Sole Structuring Agent dated as of September 27, 2023⁽¹⁾</u>
<u>10.3</u>	<u>Mortgage and Security Agreement by and among Sunrise Asset Management, LLC, as Mortgagor, Bank of Utah, as Account Bank, and Bank of Utah, not in its individual capacity but solely as Security Trustee, as Mortgagee, dated as of September 27, 2023⁽¹⁾</u>
<u>10.4</u>	<u>Lessee Consent from Sunrise Asset Management, LLC as Lessor, and Bank of Utah, as Security Trustee, to Allegiant Air, LLC, as Lessee dated September 29, 2023⁽¹⁾</u>
<u>10.5</u>	<u>Lessee Guarantee Agreement by and between Allegiant Air, LLC, as Guarantor, and Bank of Utah, as Security Trustee dated as of September 27, 2023</u>
<u>10.6</u>	<u>Allegiant Guarantee Agreement by and between Allegiant Travel Company, as Guarantor, and Bank of Utah, as Security Trustee dated as of September 27, 2023</u>
<u>10.7</u>	<u>Table of Contents of Purchase Agreement No. 05130 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.8</u>	<u>Supplemental Agreement No. 2 to Purchase Agreement No. 05130 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.9</u>	<u>Table 1A-R2 to Purchase Agreement No. PA-05130 - Aircraft Information Table 737-8200⁽¹⁾</u>
<u>10.10</u>	<u>Table 1B-R2 to Purchase Agreement No. PA-05130 - Aircraft Information Table Model 737-7⁽¹⁾</u>
<u>10.11</u>	<u>Aircraft Configuration between The Boeing Company and Allegiant Air Exhibit A1-R1 to Purchase Agreement Number PA-05130⁽¹⁾</u>
<u>10.12</u>	<u>Aircraft Configuration between The Boeing Company and Allegiant Air Exhibit A2-R1 to Purchase Agreement Number PA-05130⁽¹⁾</u>
<u>10.13</u>	<u>Buyer Furnished Equipment Variables between The Boeing Company and Allegiant Air, LLC - Supplemental Exhibit BFE1 to Purchase Agreement Number PA-05130⁽¹⁾</u>
<u>10.14</u>	<u>Letter Agreement WJE-PA-05130-LA-2101477R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.15</u>	<u>Attachment A to Letter Agreement No. WJE-PA-05130-LA-2101477⁽¹⁾</u>
<u>10.16</u>	<u>Attachment B to Letter Agreement No. WJE-PA-05130-LA-2101477⁽¹⁾</u>
<u>10.17</u>	<u>Letter Agreement WJE-PA-05130-LA-2101479R2 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.18</u>	<u>Letter Agreement WJE-PA-05130-LA-2101488R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.19</u>	<u>Letter Agreement WJE-PA-05130-LA-2104982R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.20</u>	<u>Letter Agreement WJE-PA-05130-LA-2103930R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.21</u>	<u>Letter Agreement WJE-PA-05130-LA-2101482R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.22</u>	<u>Letter Agreement WJE-PA-05130-LA-2103907R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.23</u>	<u>Letter Agreement WJE-PA-05130-LA-2103908R1 between The Boeing Company and Allegiant Air, LLC⁽¹⁾</u>
<u>10.24</u>	<u>Attachment A to Letter Agreement No. WJE-PA-05130-LA-2103908R1⁽¹⁾</u>
<u>31.1</u>	<u>Rule 13a - 14(a) / 15d - 14(a) Certification of Principal Executive Officer</u>
<u>31.2</u>	<u>Rule 13a - 14(a) / 15d - 14(a) Certification of Principal Financial Officer</u>
<u>32</u>	<u>Section 1350 Certifications</u>
<u>101.SCH</u>	<u>XBRL Taxonomy Extension Schema Document</u>
<u>101.CAL</u>	<u>XBRL Taxonomy Extension Calculation Linkbase Document</u>
<u>101.DEF</u>	<u>XBRL Taxonomy Extension Definition Linkbase Document</u>
<u>101.LAB</u>	<u>XBRL Taxonomy Extension Labels Linkbase Document</u>
<u>101.PRE</u>	<u>XBRL Taxonomy Extension Presentation Linkbase Document</u>

⁽¹⁾ Certain confidential information in this agreement has been omitted because it (i) is not material and (ii) would be competitively harmful if publicly disclosed.

SIGNATURES

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.

ALLEGIANT TRAVEL COMPANY

Date: November 8, 2023

By: /s/ Robert J. Neal

Robert J. Neal, as duly authorized officer of the Company (Senior Vice President and Chief Financial Officer) and as Principal Financial Officer

SEPARATION AGREEMENT AND MUTUAL RELEASE
OF ALL CLAIMS

THIS SEPARATION AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (“Agreement”) is entered into by and between John Redmond (“Redmond”) whose address is _____, Las Vegas, Nevada 891__, and Allegiant Travel Company, a Nevada corporation (the “Company”) located at 1201 N. Town Center Drive, Las Vegas, Nevada 89144. Whenever used herein, the term “Company” shall include Allegiant Travel Company and any of its prior, present or future affiliated entities.

WHEREAS, Redmond currently serves as the Chief Executive Officer of Allegiant Travel Company;

WHEREAS, Redmond has resigned from his employment with the Company effective as of September 26, 2023 (the “Severance Date”); and

NOW, THEREFORE, for and in consideration of the compensation and payments to Redmond described herein and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the parties, and in further consideration of the mutual promises and benefits flowing between the parties hereto, the parties hereby agree as follows:

1. Employment Separation. The parties acknowledge that Redmond’s employment relationship with the Company shall be severed as of the Severance Date. Effective as of the Severance Date, Redmond hereby resigns any position he may hold: (i) as an officer or director of Allegiant Travel Company; (ii) as an officer, director or manager of any direct or indirect subsidiary of Allegiant Travel Company; and (iii) as a member of any committee on which he serves for the Company. The Amended and Restated Employment Agreement dated as of June 1, 2022 between the Company and Redmond (the “Employment Agreement”) shall be terminated as of the Severance Date except as expressly provided herein.

2. Severance Compensation and Benefits.

(a) As of the Severance Date, Redmond shall be entitled to the following with respect to unvested restricted stock currently held by him: 12,667 shares of unvested restricted stock granted to Redmond as of April 3, 2023 shall become fully vested. All of such stock grants would have otherwise been forfeited on Redmond’s resignation under the terms of the Employment Agreement. The provisions in this Item 2(a) represent all of the equity compensation to which Redmond may be entitled under the Employment Agreement or otherwise. All stock options, all other stock grants and all other bonus opportunity to which Redmond is entitled or may have become entitled under the Employment Agreement shall be cancelled and forfeited as of the Severance Date.

(b) Redmond shall be entitled to elect COBRA continuing health coverage after the Severance Date on the same terms as available to any other terminated employees. The Company shall pay the premiums for such coverage, or reimburse Redmond, for coverage through March 2024.

(c) Redmond hereby acknowledges that except as expressly set out in this Agreement, he has heretofore received all compensation to which he was entitled pursuant to his employment with the Company and under the Employment Agreement for all periods through and including the Severance Date and that no additional compensation or benefits are due with respect to Redmond's employment or with respect to the termination of his employment.

3. Unemployment Compensation Claim. The Company agrees that it will not contest any claim for unemployment compensation filed by Redmond.

4. Restrictive Agreements.

A. For purposes of this Item, the following terms and provisions shall have the following meanings:

(i) "Prohibited Business" shall mean the business of planning, designing, developing, constructing, marketing or operating a hotel in the State of Florida.

(ii) "Prohibited Capacity" shall mean service in the capacity of an executive or in such other management position or as a significant equity owner or consultant, in which capacities Executive acknowledges that he has served the Company and its subsidiaries during the course of his employment for the Company.

(iii) "Prohibited Employee" means any employee, independent contractor or consultant of the Company who worked for the Company at any time between April 1, 2023 and the date of this Agreement; provided, however, that the term "Prohibited Employee" shall not include any employee who had not been employed by the Company within the one (1) year period immediately preceding the date contacted by Redmond for subsequent employment.

(iv) "Prohibited Party" shall mean: (a) all hotels who (i) have contracted for hotel marketing services with the Company during the one (1) year period prior to the date of this Agreement, or (ii) have been solicited as potential hotel partners of the Company at a meeting held at any time during the one (1) year period prior to the date of this Agreement; and (b) all travel partners of the Company who (i) have contracted for regular chartered air service with the Company during the one (1) year period prior to the date of this Agreement, (ii) whose services are sold by the Company to produce ancillary third party revenue (such as Enterprise Rent-a-Car), or (iii) have been solicited as potential travel partners of the Company at a meeting held at any time during the one (1) year period prior to the date of this Agreement (such as Viva Aerobus).

(v) "Prohibited Time Period" shall mean the period beginning on the date of this Agreement and ending on the date that is two (2) years after the date hereof.

B. Redmond agrees that during the Prohibited Time Period, he shall not, directly or indirectly (whether as officer, director, consultant, employee, representative, agent, partner, owner, stockholder or otherwise), for any reason, without the prior written consent of the

Company, on his own behalf or in the service or on behalf of others, serve in a Prohibited Capacity in a Prohibited Business.

C. Redmond covenants and agrees that during the Prohibited Time Period, he shall not, for any reason, directly or indirectly (whether as officer, director, consultant, employee, representative, agent, partner, owner, stockholder or otherwise), enter into a transaction with a Prohibited Party other than a transaction for his own personal travel needs.

D. Redmond agrees that during the Prohibited Time Period, he shall not, for any reason, without the prior written consent of the Company, on his own behalf or in the service or on behalf of others, hire any Prohibited Employee or request or induce any Prohibited Employee to terminate that person's employment or relationship with the Company or to accept employment with any other person.

E. The parties agree that: (i) the covenants and agreements of Redmond contained in this Item are reasonably necessary to protect the interests of the Company in whose favor said covenants and agreements are imposed in light of the nature of the Company's business and Redmond's professional involvement in such business; (ii) the restrictions imposed by this Item are not greater than are necessary for the protection of the Company in light of the substantial harm that the Company will suffer should Redmond breach any of the provisions of said covenants or agreements; (iii) the covenants and agreements of Redmond contained in this Item have been independently negotiated between the parties and served as a material inducement for the Company to enter into this Agreement; and (iv) the period and geographic scope of restriction referred to in this Item is fair and reasonably required for the protection of the Company.

F. Redmond acknowledges that a material breach by Redmond of any part of this Item will result in irreparable and continuing damage to the Company and any material breach or threatened breach of the covenants provided in this Item shall be subject to specific performance by temporary as well as permanent injunction or any other equitable remedies of any court of competent jurisdiction without any requirement of the Company to post bond or prove actual economic damage.

G. The covenants and agreements on the part of Redmond contained in this Item shall be construed as agreements independent of any other agreement between Redmond and the Company. The existence of any claim or cause of action of Redmond against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of each of such covenants and agreements or otherwise affect the remedies to which the Company is entitled hereunder.

H. If the provisions of this Item 4 should ever be adjudicated to exceed the time, geographic or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic or other limitation permitted by applicable law.

I. Nothing contained in this Item shall restrict Executive from being a not more than 1% stockholder (but not an officer, director, employee, consultant or advisor) of any corporation that directly or indirectly competes with the Company provided the stock of such competing corporation is publicly held and listed on a national stock exchange.

5. Indemnification.

(a) The Company agrees to indemnify and hold harmless Redmond and his legal representatives, heirs, successors and assigns (the "Redmond Indemnitees") from and against any and all actions, suits, judgments, liens, losses, costs, expenses, claims, demands, and liabilities of any type or description (including reasonable attorneys' fees) which the Redmond Indemnitees may incur or suffer as a result of or in any way attributable to actions taken by Redmond within the scope of his employment as an officer, director, employee, or agent of the Company except that this indemnification shall not apply to any matter covered by paragraph (b) below.

(b) Redmond agrees to indemnify and hold harmless the Company and its agents, officers, directors, managers, shareholders, employees, legal representatives, successors and assigns (the "Company Indemnitees") from and against any and all actions, suits, judgments, liens, losses, costs, expenses, claims, demands, and liabilities of any type or description (including reasonable attorneys' fees) which the Company Indemnitees may incur or suffer as a result of Redmond's fraud, actions taken by him to the extent not authorized by the Company, actions that may have constituted "Cause" under the Employment Agreement, conduct in violation of Company policy, illegal acts or sexual or other statutorily-prohibited harassment (collectively, referred to as "Improper Acts").

6. Mutual Release.

- a. Except for the Company's express obligations set forth in this Agreement and in return for the compensation and benefits to be extended to Redmond pursuant to this Agreement and other good and valuable consideration, which Redmond expressly acknowledges that he would not otherwise be entitled to receive, Redmond does hereby unconditionally release the Company from any and all actions, claims, suits, rights, liabilities, or demands of any kind or nature (each such action, claim, suit, right, liability or demand being hereinafter individually referred to as a "Claim" and collectively referred to as "Claims") that Redmond has ever had or might hereafter claim to have against the Company, including, but not limited to: (i) any and all claims in connection with (A) Redmond's employment relationship with the Company, (B) the terms and conditions of such employment relationship (including compensation and benefits), or (C) the ending of such employment relationship and the surrounding circumstances thereof, and (ii) any and all claims arising pursuant to any law, constitution, regulation, or any statute or common law theory, whether in tort, contract, equity, or otherwise. Without limiting the generality of the foregoing, Redmond specifically releases, acquits, discharges, and agrees to hold the Company harmless from and against any and all Claims (i) arising under the Fair Labor Standards Act; the Civil Rights Acts of 1866, 1964, and 1991; the Age Discrimination in Employment Act; the Older Worker Benefit Protection Act; the Americans with Disabilities Act; the Family and Medical Leave Act; the fair employment practice laws of any state (which acts and laws prohibit discrimination based upon race, religion, sex, national origin, color, age, handicap, and disability); the Employee Retirement Income Security Act of 1974, as amended; the Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; and any state or local minimum wage or equal pay law, regulation or ordinance; or (ii) arising under federal, state, or local laws or regulations, or any common law theories of recovery. This release shall not apply to the Company's obligations under this Agreement to be performed after the date hereof or to any rights or claims that may arise after the effective date of this

Agreement. Nor shall any provision of this Agreement be interpreted to waive, release, or extinguish any rights that by express and unequivocal terms of law may not under any circumstances be waived, released, or extinguished. Redmond further agrees not to sue or to authorize anyone else to file a lawsuit on his behalf against the Company for any reason, and not to become a member of any class suing the Company. If Redmond files any action, suit, or proceeding with respect to any Claim released by him herein (or if a Claim so released is filed on Redmond's behalf by another person), Redmond agrees to indemnify the Company against any damages or judgments arising therefrom, including, but not limited to, expenses of litigation and attorneys' fees incurred by the Company with respect to any such action, suit, or proceeding. Further, Redmond agrees that a mandatory prerequisite to asserting any claim settled or released under this Agreement is the return of all compensation provided to him pursuant to this Agreement and all other consideration received by him in connection herewith.

(b) Allegiant Travel Company (on behalf of itself and its subsidiaries) hereby unconditionally releases, acquits, discharges, and agrees to hold Redmond harmless from and against any and all Claims that it has ever had or might hereafter claim to have had against Redmond as of the date of this Agreement except for: (i) any claims resulting from Redmond's Improper Acts, (ii) the restrictive covenants and confidential information restrictions included in this Agreement, (iii) the continuing effect of the clawback agreement in accordance with Item 4O of the Employment Agreement, and (iv) other obligations of Redmond under this Agreement. If the Company files any action, suit, or proceeding with respect to any Claim released by it herein (or if a Claim so released is filed on its behalf by another person), the Company agrees to indemnify Redmond against any damages or judgments arising therefrom, including, but not limited to, expenses of litigation and attorneys' fees incurred by Redmond with respect to any such action, suit, or proceeding.

7. Nondisclosure of Confidential Information.

A. During the period beginning on the execution date of this Agreement and ending on the fifth (5th) anniversary of the Severance Date, Redmond agrees that he shall not, except with the prior written consent of the Company, for his own benefit or for the benefit of any other person or entity:

- a. directly or indirectly disclose, reveal, report, duplicate or transfer any Confidential Information to any other person or entity outside of the Company;
- b. directly or indirectly aid, encourage, direct or allow any other person or entity outside of the Company to gain possession of or access to Confidential Information;
- c. directly or indirectly copy or reproduce Confidential Information; or
- d. directly or indirectly use, sell or exploit any Confidential Information or aid, encourage, direct or allow any other person or entity to use, sell or exploit any Confidential Information.

This covenant shall not apply to any Confidential Information now or hereafter voluntarily disseminated by the Company to the public, or which otherwise has become part of the public domain through means other than a breach of Redmond's duty of confidentiality hereunder or under the Employment Agreement. "Confidential Information", for purposes of this Agreement, shall mean information of the Company that constitutes a trade secret or

confidential information under Nevada law and shall include, but not be limited to, all relevant information (whether or not reduced to writing and in any and all stages of development), concerning the Company and its services, plans, business practices, methods of operation, financial information, names or lists of names of employees, contractors, suppliers and customers, employee compensation and benefits, other personal employee information, interpretations, surveys, forecasts, marketing plans, development plans, notes, reports, market analyses, specialized software and databases and other information related to suppliers and customers that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors; together with any and all extracts, summaries and photo, electronic or other copies or reproductions, in whole or in part, stored in whatever medium. Confidential Information also includes business information of the Company now known by Redmond, or in Redmond's possession, that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Confidential Information may be written or oral, expressed in electronic media or otherwise disclosed, and may be tangible or intangible. Confidential Information also includes any information made available to the Company by its customers or other third parties and which the Company is obligated to keep confidential. Redmond acknowledges that the Confidential Information is secret, confidential and proprietary to the Company and has been disclosed to and/or obtained by Redmond in confidence and trust for the sole purpose of using the same for the sole benefit of the Company.

B. Redmond hereby acknowledges and agrees that (i) the Company has expended considerable and substantial time, effort and capital resources to develop the Confidential Information, (ii) the Confidential Information is innovative and must receive confidential treatment to protect the Company's competitive position in the market and the Company's proprietary interest therein from irreparable damage, (iii) Redmond, by virtue of his relationship with the Company, has had access to the Confidential Information, and (iv) the Confidential Information and all physical embodiments or other repositories of the same shall be and at all times remain the sole and exclusive property of the Company.

C. Since irreparable harm will otherwise result to the Company in the event of a breach or threatened breach by Redmond of the provisions of Item 7A, the Company shall be entitled to an injunction restraining Redmond from disclosing, in whole or in part, any Confidential Information, or from rendering any services to any person, firm, company, association or other entity to whom such Confidential Information, in whole or in part, has been disclosed or is threatened to be disclosed. Redmond waives any requirement for the Company to post a bond or prove actual economic damage prior to seeking injunctive relief.

8. Nondisparagement/Noninterference.

A. Redmond hereby covenants and agrees at all times hereafter not to make or cause to be made by anyone under his control or influence any statements that disparage, are inimical to or damage the business reputation of the Company or any of the officers, directors or employees of the Company. Redmond further agrees not to at any time after the Severance Date access the computer systems of the Company. From and after the date hereof, Redmond agrees not to take any action likely to interfere with the operation of the Company's business.

A. Allegiant Travel Company, on behalf of itself and its subsidiaries, hereby covenants and agrees at all times hereafter not to make or cause to be made any statements that disparage, are inimical to or damage the business reputation of Redmond; provided, however, that nothing herein shall preclude the Company from defending itself (including proactively) in the event of litigation or claims arising from or involving Redmond's Improper Acts.

A. In the event that any such communication is made to anyone, including but not limited to the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement.

9. Release of Attorney's Fees. Specifically included in this release by Redmond of the Company is any claim for attorney's fees or costs. If any attorney's fees or costs are owed to any attorney or law firm in connection with the matters encompassed within this Agreement, Redmond acknowledges that he is solely liable for such fees and costs, and he unconditionally releases and discharges the Company from any claim for attorney's fees and costs.

10. Waiver of Claims for Future Consequences of Prior Events. Redmond understands and acknowledges that this Agreement does not waive any rights or Claims arising from events occurring after the signing of this Agreement, but that the waiver included in this Agreement does include Claims arising from future consequences of events which occurred before the signing of this Agreement.

11. Review Period. Redmond acknowledges that, at the time he was given this Agreement, he was advised that he could review and consider it for up to twenty-one (21) days before signing it and that he should consult with an attorney before signing it. By signing this Agreement, Redmond acknowledges that he has used as much of this twenty-one (21) day consideration period as he wishes and that he waives any time remaining. Redmond understands that he may revoke this Agreement within seven days of the date of his signing, as indicated below, by delivering a written notice of revocation to Gregory Anderson, 1201 N. Town Center Drive, Las Vegas, Nevada 89144. For a revocation of this Agreement to be effective, it must be received by the Company no later than the close of business on the seventh day after Redmond signs this Agreement. Redmond further understands that if he revokes this Agreement, it will not be effective, and he will not receive any of the benefits described in this Agreement or other benefits promised to him in connection with this Agreement. To the extent Redmond receives any such benefit prior to revoking this Agreement, he shall return such benefit to the Company within one business day of said revocation without offset of any kind.

12. Compromise Agreement. Redmond acknowledges that the Company specifically denies that it has violated any statute, regulation, contract, or other legal duty governing its relationship with Redmond. The parties acknowledge that this Agreement is for the compromise of potential and disputed claims and that the consideration provided in support of this Agreement are not and shall not be construed as an admission of liability by any party to any other party.

13. No Incitement of Actions. Redmond and the Company represent, warrant, and agree that they will not induce or incite actions, suits, claims, or proceedings

claiming discrimination, wrongful discharge, or any other actions, suits, claims, or proceedings against each other by any other person or employee.

14. Availability. Redmond promises to make himself reasonably available to assist the Company but only upon the Company's request regarding: (i) any current or future litigation or regulatory proceedings related to matters or claims of which he may have factual knowledge and as to which the Company has agreed to indemnify him pursuant to Section 5(a) of this Agreement, and (ii) the transitioning of his responsibilities to others at the Company. In this regard, Redmond agrees for no additional compensation to provide information or assistance to the Company, assist in and provide information for responses to pleadings and discovery, and assist in, prepare for, and provide testimony at depositions, trial, or at any other proceeding. Redmond further agrees that he will neither volunteer his testimony nor provide any other voluntary assistance to any party adverse to the Company, regardless of whether the claim asserted by such adverse party is one as to which the Company has indemnified Redmond in Section 5(a) of this Agreement.

15. Waiver of Reinstatement. As additional consideration for the compensation to be provided to and on behalf of Redmond as recited herein (and in particular, the consideration set forth in Section 2 above) and other consideration received by Redmond, Redmond agrees that he waives all claims for reinstatement and, further agrees that he will not knowingly seek employment in the future with any of the corporations or companies comprising the Company.

16. Return of Property. Redmond agrees to return all Company property in his possession no later than the Severance Date. Such property includes any company-issued keys, badges, all copies of the Company's business model and assumptions (including electronic copies which must be destroyed immediately), all business documents, printouts, photographs, and any other record or document relating to the Company and its business and including Company email. Further, Redmond agrees not to take, procure, photocopy, or copy any property of the Company unless specifically approved by the Senior Counsel of the Company. From and after the Severance Date, Redmond agrees he will not seek to access the Company's computer system or password protected information therein. Redmond hereby assigns to the Company any intellectual property rights to property that may have been developed as part of his employment with the Company.

17. Social Media and Professional Networking Website Updates. Within ten (10) days following the Severance Date, Redmond agrees to update any and all of his social media websites or webpages (e.g., including Facebook, etc.) and/or professional networking websites or webpages (e.g., LinkedIn, etc.) to reflect he is no longer employed by the Company.

18. Further Assurances. At any time and from time to time after the date of this Agreement, upon request of any party hereto and without the payment of any further consideration, another party hereto shall duly execute, acknowledge and deliver all such further assignments, conveyances and other instruments of transfer and other documents, and will take such other action, consistent with the terms of this Agreement, as reasonably may be requested for the purposes of effecting the transactions contemplated hereby.

19. Right to Have Legal Counsel. By executing this Agreement, Redmond acknowledges and agrees that he has had the opportunity to be represented by counsel in this matter, that he has read this Agreement, that he has discussed fully with counsel the terms and the legal significance of this Agreement to the extent he desired to do so, and that he freely entered into this Agreement. Release of the Company is made without reliance upon any statement or representation of the Company except those contained in this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, and there are no written or oral terms or representations made by any party other than those made herein. No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by each of the parties hereto. Redmond acknowledges that he has read and understands this Agreement and that he has been given a copy hereof for his personal use and records.

21. Notices. All notices which may or are required to be given pursuant to this Agreement shall be (i) either delivered in person or sent via certified mail, return receipt requested, and (ii) addressed to the party to whom sent or given at the address set forth on the first page hereof or to such other address as any party hereto may have given to the other party hereto in such manner. No notice sent to the Company will be deemed duly and validly given unless sent to the attention of Robert Goldberg, Senior Counsel. If delivered, such notice shall be deemed given when received; if mailed, such notice shall be deemed made or given five days after such notice has been mailed as provided above.

22. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Nevada. The parties hereby waive any plea or defense of venue or jurisdiction as not being a resident of the State of Nevada, and hereby specifically agree that any action brought by either party to this Agreement must be instituted and prosecuted only in the state courts located in Clark County, Nevada, or in the United States District Court for the District of Nevada.

23. Waiver. No delay or failure by any party in exercising any of its rights, remedies, powers, or privileges hereunder, at law or in equity, and no course of dealing between the Company and Redmond or any other person shall be deemed to be a waiver by any party of any such rights, remedies, powers, or privileges, even if such delay or failure is continuous or repeated, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof by any party or the exercise of any other right, remedy, power, or privilege by such party.

24. Severability of Provisions. Every portion of this Agreement is intended to be severable. Whenever possible, each such provision shall be interpreted in such manner as to be valid and enforceable under applicable law. In the event any of the provisions of this Agreement should ever be deemed to exceed the time, scope, or geographic limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, scope, and geographic limitations permitted by such law so as to be enforceable. Further, if any provision of this Agreement shall be prohibited by or invalid under applicable law and not subject to such reformation, such provision shall be deemed severed herefrom and shall be unenforceable to the

extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

25. Interpretation. The item headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

26. Counterparts; Delivery of Signatures. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to constitute one and the same instrument. Signature pages to this Agreement may be delivered by fax or in pdf format, which shall evidence such party's acceptance of the terms of this Agreement. Any party which delivers a signature page by facsimile or in pdf format shall promptly thereafter upon request of the other party deliver an originally executed signature to the other party; provided, however, that the failure to deliver an original signature page shall not affect the validity of any signature delivered by facsimile or pdf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last indicated below.

/s/: John Redmond 9/26/2023
John Redmond Date

Allegiant Travel Company 9/26/2023
Date
By: /s/: Greg Anderson
Title: President

*[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

C L I F F O R D
C H A N C E

CLIFFORD CHANCE US LLP

EXECUTION VERSION

DATED AS OF SEPTEMBER 27, 2023
AMONG

SUNRISE ASSET MANAGEMENT, LLC,
as Borrower,

THE LENDERS PARTY HERETO,
as Lenders,

BNP PARIBAS,
as Administrative Agent,

BANK OF UTAH,
as Security Trustee,

BNP PARIBAS and JSA INTERNATIONAL U.S. HOLDINGS, LLC,
as Lead Arrangers,

and

BNP PARIBAS,
as Sole Structuring Agent

CREDIT AGREEMENT

for up to \$412,123,800 loans
relating to seven Airbus A320-200 and
four Boeing 737 MAX 8200 aircraft

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THIS CREDIT AGREEMENT (this "**Agreement**"), dated as of September 27, 2023, is among SUNRISE ASSET MANAGEMENT, LLC, a limited liability company duly organized and validly existing under the laws of Nevada, as borrower (the "**Borrower**"), each of the Lenders that is a signatory hereto identified under the caption "Lenders" on the signature pages hereto, BNP PARIBAS, as Administrative Agent, and BANK OF UTAH, not in its individual capacity but solely as Security Trustee.

The parties hereto agree as follows:

Article I

DEFINITIONS AND ACCOUNTING MATTERS

Section 1.1 **Certain Defined Terms.** As used herein, the following terms shall have the following meanings:

"**A320 Aircraft**" shall mean any Airbus model A320-200 Aircraft.

"**ABR**" shall mean, for any day, a rate per annum equal to [***] shall be effective from and including the effective date of such change in [***], respectively.

"**Acceptable Alternate Engine**" with respect to any Lease, shall mean an aircraft engine that qualifies under the terms of such Lease to replace an Engine subject to such Lease and to thereby become an "Engine" as defined in such Lease.

"**Act**" shall mean 49 U.S.C. § 40101 *et seq.*, or any successor or substituted United States legislation.

"**Administrative Agent**" shall mean BNP Paribas, in its capacity as administrative agent under any of the Basic Documents, or any successor administrative agent.

"**Advance Rate**" shall mean the Series A Advance Rate or the Series B Advance Rate, as the context may require.

"**Affected Financial Institution**" shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affiliate**" shall mean, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"**Agent Parties**" shall have the meaning specified in Section 12.3.

"**Agents**" shall mean, collectively, the Administrative Agent and the Security Trustee, and each an "**Agent**".

"**Agreement**" shall mean this Credit Agreement, as such agreement may be amended, restated and modified from time to time.

"**Agreement Among Lenders**" shall mean the Agreement Among Lenders, dated the date hereof, entered into between the Lenders, the Security Trustee, the Administrative Agent, [***].

"**Aircraft**" shall mean (i) individually, each Airframe, together with the related Engines, whether or not any of such Engines may at any time of determination be installed on such Airframe or installed on any other airframe, and the Aircraft Documentation in respect thereof and (ii) collectively, all such Aircraft, as listed in Schedule III.

"**Aircraft Documentation**" shall mean, with respect to each Aircraft, the documents, records, logs and other data maintained in respect of the related Airframe and Engines, pursuant to the terms of the Lease related to such Airframe and Engines.

"**Airframe**" shall mean (i) each airframe bearing the manufacturer's serial number and registration and nationality mark as specified in the applicable Mortgage Supplement; and (ii) any and all associated Parts related to such Airframe.

"**Allegiant Guarantee Agreement**" shall mean the Allegiant Guarantee Agreement, dated as of the date hereof, between the Borrower Parent and the Security Trustee in the form of Exhibit F.

"**AML Laws**" shall mean all laws, rules and regulations (including any applicable record-keeping and reporting requirements thereunder) concerning or relating to anti-money laundering and/or anti-terrorism financing (x) enacted, imposed, administered or enforced from time to time by the United States or any other governmental authority having jurisdiction over any Obligor or its subsidiaries or (y) from time to time applicable to the Aircraft and/or its operation.

"**Anti-Corruption Laws**" shall mean all laws, rules and regulations (including any applicable record-keeping and reporting requirements thereunder) concerning or relating to bribery or corruption (x) enacted, imposed, administered or enforced from time to time by the United States or any other governmental authority having jurisdiction over any Obligor or its subsidiaries or (y) from time to time applicable to the Aircraft and/or its operation.

"**Applicable Law**" shall mean all applicable laws, treaties, judgments, decrees, injunctions, writs, actions and orders of any court, governmental agency or authority and all applicable rules, guidelines, regulations, orders, directives, licenses and permits of any governmental body, instrumentality, agency or authority and all applicable interpretations thereof.

"**Applicable Lending Office**" shall mean, for each Lender, the office of such Lender (or of an Affiliate of such Lender) at which its Loans are to be made and maintained.

"**Applicable Margin**" shall mean, for each Loan Series, the Applicable Margin specified in the Loan Series Supplement for that Loan Series.

"**Appraised Value**" shall mean, for each Aircraft, the amount set forth in Schedule III.

"**Arrangers**" shall mean BNP Paribas and JSA International U.S. Holdings, LLC, in their capacity as lead arrangers.

"**Audited Financial Statements**" shall mean the audited consolidated balance sheet of the Borrower Parent and its Subsidiaries for the fiscal year ended December 31, 2022 and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year of the Borrower Parent and its Subsidiaries.

"**Available Tenor**" shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, if such Benchmark is a term rate, any tenor for such

Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement as of such date.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time that is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Balloon Amount" shall mean [***].

"Bankruptcy Code" shall mean the Federal Bankruptcy Code of 1978.

"Basel III" shall mean the papers of the Basel Committee on Banking Supervision titled "Basel III: A global regulatory framework for more resilient banks and banking systems" dated December 2010 (revised June 2011), and "Basel III: The Liquidity Coverage Ratio and liquidity risk monitoring tools" dated January 2013, in each case together with any amendments thereto.

"Basic Documents" shall mean, collectively, this Agreement, the Loan Supplements, the Allegiant Guarantee Agreement, the Lessee Guarantee Agreement, any Lease, each Lessee Consent, each Notice of Borrowing, each Fee Letter, each Loan Series Supplement, the Security Documents and any other agreement, document or instrument entered into by an Obligor pursuant to any of the foregoing and identifying itself as a Basic Document and to the extent "Basic Documents" are referenced in any of the Basic Documents, it shall mean and refer only to such Basic Documents to which such parties thereto are party.

"Benchmark" shall mean, initially, the Term SOFR Reference Rate; **provided that** if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.4(a).

"Benchmark Replacement" shall mean, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Basic Documents.

"Benchmark Replacement Adjustment" shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Date" shall mean a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; **provided that** such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, if such Benchmark is a term rate, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" shall mean the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; **provided that**, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" shall mean, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 3.4 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 3.4.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" shall mean 31 C.F.R. § 1010.230.

"Bill of Sale" shall mean, with respect to any applicable Aircraft, the long-form warranty bill of sale evidencing the sale of such Aircraft (including identifying the Airframe and Engines by serial number) from the respective seller to the Borrower. If the context shall permit, for an Aircraft, "Bill of Sale" shall also include the related FAA Bill of Sale.

"Boeing" shall mean The Boeing Company, a Delaware corporation.

"Borrower" is defined in the introductory paragraph of this Agreement.

"Borrower Parent" shall mean Allegiant Travel Company, a company duly organized and validly existing under the laws of Nevada.

"Breakage Loss" shall mean amounts payable pursuant to Section 5.2.

"Business Day" shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which commercial banks are authorized or required to close in New York, New York or Las Vegas, Nevada.

"Cape Town Convention" shall mean the Convention on International Interests in Mobile Equipment, as supplemented by the Protocol and as adopted in any applicable jurisdiction.

"Casualty Proceeds" shall mean any payment to an Obligor in connection with or related to an Event of Loss but excludes payments for any loss or damage to the Aircraft or any part thereof which does not constitute an Event of Loss.

"Change in Law" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; **provided that** notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued, and any such Change in Law based on Basel III shall be determined to be adopted only when the national banking supervisory authorities, or other relevant administrative or legislative bodies having jurisdiction or regulatory authority over the Lenders, adopt any such Change in Law based on Basel III in a jurisdiction applicable to the Lenders.

"Change of Control" shall occur if the Borrower Parent shall not legally and beneficially own one hundred percent (100%) of the ownership interests of, and Control, the Borrower and the Lessee.

"Chattel Paper" shall have the meaning assigned to such term in Section 9-102 of the UCC.

"Code" shall mean the Internal Revenue Code of 1986, as amended (including any successor thereto).

"Collateral" shall mean the "Collateral" under, and as defined in, any Security Document.

"Collection Account" shall mean any deposit or securities account maintained in accordance with Section 2.6 of the Mortgage into which Collections shall be deposited.

"Collections" shall mean, in respect of an Aircraft, all payments actually received by the Borrower or an Obligor with respect to such Aircraft or any items of Collateral which constitute Casualty Proceeds and Sales Proceeds, and during the existence and the continuance of an Event of Default, Scheduled Payments, but in all cases excluding Excluded Payments.

"Conforming Changes" shall mean, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day," the definition of "U.S. Government

Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment notices, the applicability and length of lookback periods, the applicability of Section 5.2(a) and other technical, administrative or operational matters) that the Administrative Agent (in consultation with Borrower) decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Basic Documents).

"Connection Income Taxes" shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings analogous thereto.

"Credit Commitment" shall mean, for each Lender, the obligation of such Lender to make Loans of each Loan Series in an aggregate amount at any one time outstanding up to but not exceeding the amount set opposite the name of such Lender in Schedule II for such Loan Series (as the same may be varied in accordance with any assignment of Credit Commitments pursuant to Section 12.7(b)). The original aggregate amount of the Credit Commitments for all Aircraft is \$412,123,800.

"Credit Commitment Percentage" means, with respect to each Lender and any Loan Series at any time, the percentage of the Credit Commitment of such Lender set forth opposite the name of such Lender on Schedule II under the caption "Credit Commitment Percentage" for such Loan Series, as increased or decreased from time to time to reflect any assignments and/or transfers by or to such Lender.

"Credit Termination Date" shall mean the earliest of (a) the date that Loans in respect of all Aircraft have been disbursed hereunder; (b) the occurrence of an Event of Default; or (c) the date which is 9 months after the date of this Agreement (or such later date as may be agreed by the Administrative Agent (acting on the instructions of all the Lenders)).

"CTA" shall mean the Aircraft Lease Common Terms Agreement, dated as of the date hereof, between the Borrower and Lessee.

"Daily Simple SOFR" shall mean, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; **provided that** if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Default" shall mean an Event of Default or an event that with notice or lapse of time or both would become an Event of Default.

"Disposition" shall mean any sale, assignment, transfer or other disposition of an Aircraft (and related Collateral), other than the leasing thereof to the Lessee under a Lease.

"Dollars" and **"\$"** shall mean lawful money of the United States of America.

"Drawing" shall mean the borrowing of a Loan or Loans on any particular Drawing Date.

"Drawing Date" shall mean, in respect of any Aircraft, the date on which the Loan for such Aircraft is borrowed hereunder.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" shall mean the date on which the conditions specified in Section 7.1 shall be satisfied but in no event later than the Credit Termination Date.

"Engine" shall mean, with respect to any Aircraft, (i) each of the engines, identified by manufacturer's model and serial number as specified in the applicable Mortgage Supplement, whether or not attached to the Airframe related thereto or any other airframe, or (ii) an Acceptable Alternate Engine, together in each case with any and all Parts incorporated or installed in or attached to such engine.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean any trade or business (whether or not incorporated) under common control with any Obligor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

"ERISA Event" shall mean (a) a Reportable Event with respect to a Pension Plan; (b) the failure by any Obligor or any ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (c) the incurrence by any Obligor or any ERISA Affiliate of any liability pursuant to Section 4063 or 4064 of ERISA or a cessation of operations with respect to a Pension Plan within the meaning of Section 4062(e) of ERISA; (d) a complete or partial withdrawal by any Obligor or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent (within the meaning of Title IV of ERISA); (e) the filing of a notice of intent to terminate a Pension Plan under, or the treatment of a Pension Plan amendment as a termination under, Section 4041 of ERISA; (f) the institution by the PBGC of proceedings to terminate a Pension Plan; (g) any event or condition that constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the determination that any Pension Plan is in at-risk status

(within the meaning of Section 430 of the Code or Section 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) the imposition or incurrence of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Obligor or any ERISA Affiliate; (j) the engagement by any Obligor or any ERISA Affiliate in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; (k) the imposition of a lien upon any Obligor pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; or (l) the making of an amendment to a Pension Plan that could result in the posting of bond or security under Section 436(f)(1) of the Code.

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Event of Default" is defined in Article X.

"Event of Loss", in respect of an Aircraft, shall have the meaning ascribed to the term "Event of Loss" (or like term) in the Lease applicable thereto. An Event of Loss with respect to an Aircraft shall be deemed to have occurred if an Event of Loss occurs with respect to the Airframe which is a part of such Aircraft. An Event of Loss of an Engine or the Engines, without an Event of Loss having occurred with respect to the related Airframe, shall not constitute an Event of Loss with respect to the Aircraft of which such Engine(s) is/are a part.

"Excluded Payments" shall mean, with respect to any Aircraft and the related Lease, (i) indemnity or similar payments (whether or not payable as supplemental rent) paid or payable (A) by the Lessee under such Lease or related documents to the indemnitee or other payee entitled thereto pursuant to such Lease, or (B) by the respective seller to the indemnitee or other payee entitled thereto under any Bill of Sale, (ii) proceeds of public liability insurance in respect of such Aircraft payable as a result of insurance claims made, or losses suffered, by the indemnitee or payee entitled thereto, (iii) proceeds of insurance maintained with respect to such Aircraft by the Lessee or any Affiliate of the Lessee and not required under the related Lease or under this Agreement or any other Basic Document, but only to the extent that such insurance proceeds are not necessary to restore the value of the Collateral, (iv) any interest paid or payable on any amounts described in clauses (i) through (iii) of this definition, and (v) the proceeds from the enforcement by the Borrower or other indemnitee or payee of the payment of any amount described in clauses (i) through (iv) of this definition.

"Excluded Taxes" shall mean, with respect to any Loan Party or any other recipient of any payment to be made by or on account of any obligation of any Obligor under any Basic Document, (a) any Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes in each such case (i) imposed on such Person by any jurisdiction (or any political subdivision thereof) in which such Person is organized, or in which such Person's principal office or Applicable Lending Office is located, or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any withholding Taxes imposed on amounts payable under the Basic Documents to or for the account of such Lender with respect to an applicable interest in a Loan or Credit Commitment pursuant to a law in effect (i) on the date such Lender acquires such interest in the Loan or Credit Commitment or (ii) on the date on which such Lender changes its lending office except to the extent that, pursuant to Section 5.3 hereof, amounts with respect to such Taxes were payable to such Lender immediately prior to the date of such change in lending office, (c) Taxes attributable to a Loan Party's failure to comply with Section 5.3(f), and (d) any withholding Taxes imposed under FATCA.

"FAA" shall mean the Federal Aviation Administration of the United States of America or any successor organization thereto.

"FAA Bill of Sale" shall mean, with respect to any applicable Aircraft, the AC Form 8050-2 Bill of Sale for such Aircraft executed by the respective seller in favor of the Borrower.

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

"Federal Aviation Act" shall mean Subtitle VII of Title 49 of the United States Code, as amended.

"Federal Funds Rate" shall mean, for any day, the greater of (a) the rate calculated by the Federal Reserve Bank of New York based on such day's Federal funds transactions by depository institutions (as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time) and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the Federal funds effective rate and (b) 0%.

"Federal Reserve Board" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Fee Letter" shall mean each or any as the context may require of (a) the email confirmation dated September 1, 2023 between the Borrower and the Security Trustee; (b) the administrative agent fee letter dated as of the date hereof between the Borrower and the Administrative Agent; and (c) the structuring fee letter dated as of September 12, 2023 between each of the Obligor and the Structuring Agent.

"Financial Officer" shall mean, as to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person.

"Fixed Rate" shall mean, in relation to any Loan, the fixed rate of interest (including the Applicable Margin) applicable to that Loan determined in accordance with Section 3.2(b).

"Fixed Rate Loan" shall mean a Loan which bears interest at a Fixed Rate.

"Fixed Rate Period" shall mean, in relation to any Loan, the period commencing on the Drawing Date for such Loan and ending on the Maturity Date for such Loan.

"Floating Rate" shall mean, in relation to any Loan, the floating rate of interest applicable to that Loan determined in accordance with Section 3.2(a)(i).

"Floating Rate Loan" shall mean a Loan which bears interest at a Floating Rate.

"Floor" shall mean a rate of interest equal to 0% .

"Foreign Lender" shall mean any Lender that is not a U.S. Person.

"Foreign Plan" shall mean any employee pension benefit plan, program, policy, arrangement or agreement maintained or contributed to by the Borrower or any Subsidiary with respect to employees employed outside the United States (other than any governmental arrangement).

"GAAP" shall mean, unless the context may otherwise require, generally accepted accounting principles of the United States.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision of any thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guaranteed Obligations" is defined in the Allegiant Guarantee Agreement or the Lessee Guarantee Agreement, as applicable.

"Increased Costs Payment" shall have the meaning specified in Section 5.1(a)

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Obligor to a Loan Party under any Basic Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Insolvency Proceeding" shall mean any suit in equity, action at law, or other judicial or administrative proceeding under any applicable insolvency law, including Chapter 7 or 11 of the Bankruptcy Code, seeking liquidation, reorganization, winding up or other relief with respect to any Person or its debts.

"Interest Period" shall mean, with respect to any Loan, each period commencing on the Drawing Date for such Loan or the last day of the next preceding Interest Period for such Loan and ending on the next following Payment Date for such Loan.

"International Registry" is defined in the Cape Town Convention.

"IRS" shall mean the United States Internal Revenue Service.

"Lease" shall mean, in respect of an Aircraft, the Aircraft Specific Lease Agreement between the Borrower and the Lessee, incorporating the CTA, as amended, supplemented and modified from time to time, pursuant to which Borrower leases such Aircraft to the Lessee as specified in the applicable Mortgage Supplement.

"Lease Event of Default" shall mean any default under a Lease which, through the giving of notice, the passage of time or otherwise, has become an "event of default" or similar term (as defined and used in such Lease) thereunder.

"Lenders" shall mean the Series A Lenders and the Series B Lenders.

"Lessee" shall mean Allegiant Air, LLC.

"Lessee Consent" shall mean, with respect to each Lease, a Lessee Consent substantially in the form of Exhibit D or such other form reasonably satisfactory to the Security Trustee, with appropriate insertions and with such other changes as (i) may be recommended by local counsel in the State of Registration (including as to governing law and language) or (ii) may be reasonably requested by the Security Trustee.

"Lessee Guarantee Agreement" shall mean the Lessee Guarantee Agreement, dated as of the date hereof, between the Lessee and the Security Trustee in the form of Exhibit G.

"Lien" shall mean, with respect to any Property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such Property. For purposes of this Agreement and the other Basic Documents, a Person shall be deemed to own subject to a Lien any Property that it has acquired or holds subject to the interest of a seller or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to such Property.

"Loan Parties" shall mean the Administrative Agent, the Security Trustee, the Arrangers, the Structuring Agent and the Lenders.

"Loans" shall mean the Series A Loans and the Series B Loans.

"Loan Series Supplement" shall mean, in respect of each Loan Series, a supplement to this Agreement entered into on the date hereof between the Lenders of such Loan Series, the Administrative Agent and the Borrower.

"Loan Series" shall mean the Series A Loans or the Series B Loans, as the context may require.

"Loan Supplement" shall mean, for each Loan, the Loan Supplement to this Agreement relating to such Loan, which will be substantially in the form of Exhibit A hereto.

"Loan/Commitment Assignment Agreement" shall mean an assignment and assumption entered into by a Lender and an assignee Lender, and accepted by the Administrative Agent, in substantially the form of Exhibit E or any other form approved by the Administrative Agent.

"Loss Proceeds" shall mean, as relates to any Event of Loss, the agreed value or stipulated loss value (or comparable value) payable by the applicable insurer, reinsurer, contingent insurer or the Lessee, as the case may be, to an Obligor or the Security Trustee as a consequence of such Event of Loss.

"Margin Stock" shall mean "margin stock" within the meaning of Regulations T, U and X.

"Market Disruption Event" is defined in Section 3.3.

"Material Adverse Effect" shall mean any circumstance or event that (i) could reasonably be expected to have a material adverse effect on the validity or enforceability of the Credit Commitments or, if the Credit Commitments shall have been terminated, the Loans, (ii) could reasonably be expected to materially impair the ability of any Obligor to perform its obligations under any Basic Document or (iii) could reasonably be expected to materially impair the ability of any Loan Party to enforce rights or remedies under this Agreement, the Mortgage, any other Security Document and/or the Allegiant Guarantee Agreement or the Lessee Guarantee Agreement.

"Material Default" shall mean a Default under clause (a), (g) or (h) of Article X.

"Maturity Date" shall mean (a) in respect of the Loan relating to any MAX Aircraft, the 12th anniversary of the Drawing Date for the Loans relating to such Aircraft and (b) in respect of the Loan relating to any A320 Aircraft, the 8th anniversary of the Drawing Date for the Loans relating to such Aircraft; **provided that** in each case, if such date is not a Business Day, the Maturity Date shall be the first preceding Business Day.

"MAX Aircraft" shall mean any Boeing model 737 MAX 8200 Aircraft.

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgage" shall mean the Mortgage and Security Agreement, substantially in the form of Exhibit C, dated as of the date hereof, by the Borrower and the Security Trustee.

"Mortgage Filing" shall mean, in respect of any Aircraft, the execution and delivery by the Borrower of the Security Documents granting a perfected first-priority lien of record on such Aircraft, and the filing thereof in the appropriate filing office in the applicable jurisdiction so as to perfect the Security Trustee's lien thereon (being the FAA aircraft registry in the case of an Aircraft being under U.S. registration), and the registrations with respect to such Aircraft at the International Registry to reflect the international interests (as defined in the Cape Town Convention) of the Security Trustee therein.

"Mortgage Supplement" shall mean the supplement, substantially in the form of Exhibit A to the Mortgage, executed and delivered by the Borrower, pursuant to which the Borrower grants a security interest in, among other things, each Aircraft and the Leases.

"Multiemployer Plan" shall mean any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Obligor or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five plan years has made or been obligated to make contributions, or has any liability.

"Multiple Employer Plan" shall mean a Plan with respect to which any Obligor or any ERISA Affiliate is a contributing sponsor, and that has two or more contributing sponsors at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Notice Date" shall have the meaning specified in Section 11.8.

"Notice of Borrowing" shall mean, for any Drawing, a notice from the Borrower in substantially the form of Exhibit B, duly completed, that shall, among other things, identify the aggregate amount of the Drawing sought, the Business Day on which such Drawing is to be made, the initial Interest Period therefor, the Loan Series of each Loan comprised in such Drawing, whether each Loan comprised in such Drawing is to be a Fixed Rate Loan or a Floating Rate Loan, the Aircraft to which each Loan comprised in such Drawing relates, and the account to which such Drawing shall be wired.

"Notice of Default" is defined in Section 11.3.

"Obligations" has the meaning given to such term in the Mortgage.

"Obligor" or **"Obligors"** shall mean each of the Borrower Parent, the Borrower and the Lessee.

"Other Connection Taxes" shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

"Other Taxes" shall mean all present or future transfer, stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document or any documents referred to herein or therein (or the transactions contemplated thereby), except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Participant" is defined in Section 12.7(b).

"Participant Register" shall have the meaning set forth in Section 12.7(c).

"Parts" shall mean all appliances, parts, instruments, appurtenances, accessories, furnishings, racks and other equipment of whatever nature that at any time of determination are incorporated or installed in or on any Aircraft or are removed therefrom so long as not permanently replaced in accordance with the associated Lease. For the avoidance of doubt, "Parts" does not include complete Engines or engines and does not include spare parts or parts associated with airframes and engines that are not Airframes and Engines.

"PATRIOT Act" shall mean the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Date" shall mean, for any Loan, each quarterly anniversary of the Drawing Date specified in the Notice of Borrowing for such Loan, as reflected in Schedule I to the relevant Loan Supplement; **provided that** (i) if any Payment Date would fall on a day other than a Business Day, such Payment Date shall instead be the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Payment Date shall be the next preceding Business Day, (ii) if any Payment Date would fall on a day of a calendar month which does not numerically exist, such Payment Date shall instead be the last Business Day of such calendar month, and (iii) the Maturity Date for such Loan shall be its final Payment Date.

"PBGC" shall mean the Pension Benefit Guaranty Corporation.

"Pension Funding Rules" shall mean the rules of the Code and ERISA regarding minimum funding standards and minimum required contributions (including any installment payment thereof) to Pension Plans and Multiemployer Plans and set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Pension Plan" shall mean any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by any Obligor or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"Perfection Action" shall mean (i) in the case of any Lease, the actions required to perfect the Security Trustee's interest in such Lease as set forth in Section 7.2(j), and (ii) in the case of any Aircraft, the actions required to perfect the Security Trustee's interest in such Aircraft (which, in respect of an Aircraft registered with the FAA, shall be as set forth in Section 7.2(j)).

"Periodic Term SOFR Determination Day" shall have the meaning specified in the definition of "Term SOFR".

"Permitted Investments" shall mean:

[***]

"Permitted Lien" shall mean any Lien permitted by Section 9.7.

"Person" shall mean any individual, partnership, corporation, company, business trust, joint stock company, trust, association, joint venture or governmental authority or other entity.

"Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA, maintained for employees of any Obligor or any Subsidiary thereof, or any such plan to which any Obligor or any Subsidiary thereof is required to contribute on behalf of any of its employees or with respect to which any Obligor has any liability.

"Platform" shall mean Debt Domain, Intralinks, Syndtrak, DebtX or a substantially similar electronic transmission system.

"Post-Default Rate" shall mean, in respect of any principal of any Loan or any other amount under this Agreement or any other Basic Document that is not paid when due (whether at stated maturity, by acceleration, by optional or mandatory prepayment or otherwise), a rate *per annum* during the period from and including the due date to but excluding the date on which such amount is paid in full equal to [***] *plus* the applicable Fixed Rate or Floating Rate for such Loan (or, if the overdue amount does not relate to a specific Loan, the highest then applicable Fixed Rate or Floating Rate of any Loan then outstanding).

"Prepayment Fee" shall mean a premium calculated by multiplying the applicable percentage below by the amount prepaid:

<i>Date of Prepayment</i>	<i>Prepayment Premium applicable to Series A Loans</i>	<i>Prepayment Premium applicable to Series B Loans</i>
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

[***]

"Property" shall mean any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Protocol" shall mean the Protocol to the Cape Town Convention on matters specific to Aircraft Equipment dated November 16, 2001.

"Recipient" shall mean (a) any Agent, (b) any Lender or (c) any other Loan Party, as applicable.

"Register" shall have the meaning set forth in Section 2.2(a).

"Regulations D, T, U and X" shall mean, respectively, Regulations D, T, U and X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Related Parties" shall mean, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" shall mean the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.

"Rent" shall mean the basic, periodic rent and maintenance reserves, if applicable, payable under any Lease.

"Reportable Event" shall mean any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30-day notice period has been waived.

"Required Lenders" shall mean, as of any date of the determination thereof, the holders of [***] the outstanding principal amount of all Loans. For all purposes of the foregoing definition, in determining as of any date the then aggregate outstanding principal amount of any Loan, there shall be excluded the portion of such Loan, if any, held by the Borrower Parent or any Affiliate thereof.

"Resolution Authority" shall mean an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"S&P" shall mean S&P Global Ratings, a division of S&P Global.

"Sales Proceeds" shall mean the gross proceeds of the sale or other disposition of an Aircraft received by, or on behalf of, the Borrower in respect of such Aircraft, less commissions, administrative fees, legal expenses, handling charges, filing fees or other amounts paid or to be paid to third parties in connection with such sale or other disposition.

"Sanctioned Country" shall mean, at any time, a country or territory which is, or whose government is, the subject or target of any Sanctions broadly restricting or prohibiting dealings with such country, territory or government.

"Sanctioned Person" shall mean, at any time, any Person with whom dealings are restricted or prohibited under Sanctions, including (a) any Person listed in any Sanctions-related list of designated or identified Persons maintained by a Sanctions Authority, (b) any Person located, organized or resident in, or any governmental authority or instrumentality of, a Sanctioned Country or (c) any Person 25% or more directly or indirectly owned by, controlled by, or acting for the benefit or on behalf of, any Person described in clauses (a) or (b) hereof.

"Sanctions" shall mean any economic or financial sanctions or trade embargoes or restrictive measures (x) enacted, imposed, administered or enforced from time to time by the United States (including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or the U.S. Department of Commerce) or any other governmental authority having jurisdiction over any Obligor or its subsidiaries or (y) from time to time applicable to the Aircraft and/or its operation.

"Sanctions Authority" shall mean any governmental authority which enacts, imposes, administers or enforces Sanctions from time to time.

"Scheduled Payment" shall mean, with respect to any Lease, the regularly scheduled monthly Rent payments to be paid by the Lessee pursuant to the terms of such Lease.

"SEC" shall mean the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Secured Parties" means the Administrative Agent, the Security Trustee, each Lender and any other Person to whom the Obligations exist from time to time.

"Security Documents" shall mean, collectively, the Mortgage and each Mortgage Supplement, the Lessee Consent and any other agreement, document or instrument entered into or delivered by the Borrower pursuant to any of the foregoing and identifying itself as a Security Document.

"Security Trustee" shall mean Bank of Utah, not in its individual capacity but solely in its capacity as security trustee and agent for the Loan Parties under any of the Basic Documents, or any successor security trustee.

"Series A Advance Rate" shall mean (a) for each MAX Aircraft, [***]; and (b) for each A320 Aircraft, [***].

"Series A Lenders" shall mean the Persons listed as "Series A Lenders" on Schedule II and any other Person that shall have become party hereto as a Series A Lender pursuant to a Loan/Commitment Assignment Agreement, other than any such Person that ceases to be a party hereto as a Series A Lender pursuant to a Loan/Commitment Assignment Agreement.

"Series A Loans" shall mean each loan made by a Series A Lender to the Borrower pursuant to this Agreement which was specified in the relevant Notice of Borrowing as a "Series A Loan".

"Series B Advance Rate" shall mean (a) for each MAX Aircraft, [***]; and (b) for each A320 Aircraft, [***].

"Series B Lenders" shall mean the Persons listed as "Series B Lenders" on Schedule II and any other Person that shall have become party hereto as a Series B Lender pursuant to a Loan/Commitment Assignment Agreement, other than any such Person that ceases to be a party hereto as a Series B Lender pursuant to a Loan/Commitment Assignment Agreement.

"Series B Loans" shall mean each loan made by a Series B Lender to the Borrower pursuant to this Agreement which was specified in the relevant Notice of Borrowing as a "Series B Loan".

"SOFR" shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" shall mean the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"Specified Default" has the meaning given to such term in each Lease.

"State of Registration" shall mean the United States.

"Structuring Agent" shall mean BNP Paribas, in its capacity as sole structuring agent.

"Subsidiary" shall mean, with respect to any Person, any corporation, partnership, joint venture, limited liability company, association, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such partnership, joint venture, association or limited liability company or (c) the beneficial interest in such trust or estate is at the time of determination directly or indirectly owned or controlled by such Person or by one or more of its Subsidiaries.

"Swap" shall mean, in relation to a Loan, an interest rate swap between a Lender and a counterparty or a notional interest rate swap which a Lender shall be deemed to have entered into on the date of establishment of the Fixed Rate for such Loan, in accordance with Section 3.2(b), governed by the Swap Form, the provisions of which provide, or would provide, among other things, for the exchange on each Payment Date for such Loan during the Fixed Rate Period thereof of:

(a) the applicable SOFR plus the Applicable Margin, calculated on an actual over 360-day basis, on a notional amount equal to the principal amount of the relevant Loan scheduled to be outstanding the first day of the Interest Period for that Loan ending on such Payment Date (such amount to be paid by the swap counterparty or which amount would be paid thereby had an interest rate swap actually been entered into); with

(b) a fixed rate of interest (including the Applicable Margin) calculated on the basis of a year of twelve 30-day months in respect of such notional amount (such amount to be paid by the relevant Lender or which amount would be paid thereby had an interest rate swap actually been entered into).

"Swap Break Amount" shall mean, with respect to any termination or partial termination of a Swap (whether actual or deemed) pursuant to this Agreement and as of any date of determination thereof, an amount calculated in relation to that Swap then in effect or deemed to be in effect in accordance with the Close-out Amount (as defined in the Swap Form). If a Lender is deemed to have entered into a Swap, the Lender will be the Determining Party (as defined in the Swap Form).

"Swap Breakage Loss" shall mean the relevant Swap Break Amount if such Swap Break Amount is a positive number.

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, that are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules,

a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Swap Form**" shall mean an interest rate exchange agreement denominated in dollars, in the form of the ISDA Master Agreement published in 2002 (as it may from time to time be amended, supplemented or substituted) by, and incorporating by reference therein the definitions and provisions contained in the ISDA Definitions, together with any swap confirmations delivered in connection with any such agreement. The Swap Form shall be governed or deemed to be governed by English law. In the event of inconsistency, the Basic Documents shall prevail over the terms of the Swap Form.

"**Taxes**" shall mean any and all present or future fees, taxes, levies, imposts, duties, deductions, excises, assessments, charges or withholdings of any nature, together with any penalties, fines, additions to tax or interest thereon howsoever levied or imposed by any Governmental Authority.

"**Term SOFR**" shall mean, for any calculation with respect to a Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is 2 U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; **provided, however, that** if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than 3 U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; **provided, further, that** if Term SOFR determined as provided above (including pursuant to the proviso above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Administrator**" shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"**Term SOFR Reference Rate**" shall mean the forward-looking term rate based on SOFR.

"**UCC**" shall mean the Uniform Commercial Code as in effect in the State of New York; **provided, however,** in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Security Trustee's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

"**UK Financial Institution**" shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" shall mean the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"United States" and **"U.S."** shall mean the United States of America.

"U.S. Government Securities Business Day" shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Person" shall mean any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" shall have the meaning assigned to such term in Section 5.3(f)(ii)(B)(3).

"Withholding Agent" shall mean the Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" shall mean, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2 **Definitions by Cross-Reference.** Capitalized terms used herein without definition have the meanings assigned to them in the CTA.

Section 1.3 **Accounting Terms.** Except as otherwise expressly provided herein, all accounting terms used herein shall be interpreted, and all financial statements and certificates and reports as to financial matters required to be delivered to the Lenders hereunder shall be prepared, in accordance with GAAP.

Section 1.4 **Interpretation of Agreement.** The following rules apply to this Agreement:

- (a) the singular includes the plural and the plural includes the singular;
- (b) "or" is not exclusive and "include" and "including" are not limiting;
- (c) "hereby," "herein," "hereof," "hereunder," "this Agreement," or other like words refer to this Agreement;
- (d) reference to any agreement or other contract includes supplements, modifications and amendments;

(e) unless the context otherwise requires, a reference to a law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement thereof;

(f) a reference to a Person includes its successors, permitted assigns and permitted transferees;

(g) a reference herein to an Article, Section, Annex, Exhibit or Schedule without further reference is to the relevant Article, Section, Annex, Exhibit or Schedule of this Agreement; and

(h) the headings of the Articles, Sections and subsections are for convenience only and shall not affect the meaning of this Agreement.

Section 1.5 **Rates.** The Administrative Agent does not warrant or accept responsibility (save to the extent of its own gross negligence or willful misconduct) for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to ABR, the Term SOFR Reference Rate or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, ABR, the Term SOFR Reference Rate, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of ABR, the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain ABR, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

Article II

COMMITMENTS, LOANS AND PREPAYMENTS

Section 1.1 **Loans.**

(a) Each Series A Lender (in its capacity as such) severally agrees, on the terms and conditions of this Agreement, to make Series A loans to the Borrower in an aggregate principal amount equal to the Credit Commitment of such Series A Lender (in its capacity as such), which in respect of each Aircraft shall be in an amount equal to the lesser of (i) the remaining amount of available Credit Commitment of such Series A Lender (in its capacity as such) and (ii) the Credit Commitment Percentage of such Series A Lender (in its capacity as such) multiplied by the amount of the Series A Loan to be advanced in respect of such Aircraft.

(b) Each Series B Lender (in its capacity as such) severally agrees, on the terms and conditions of this Agreement, to make Series B loans to the Borrower in an aggregate principal amount equal to the Credit Commitment of such Series B Lender (in its capacity as

such), which in respect of each Aircraft shall be in an amount equal to the lesser of (i) the remaining amount of available Credit Commitment of such Series B Lender (in its capacity as such) and (ii) the Credit Commitment Percentage of such Series B Lender (in its capacity as such) multiplied by the amount of the Series B Loan to be advanced in respect of such Aircraft.

Amounts borrowed under this Section 2.1 and repaid or prepaid may not be reborrowed.

Section 1.2 **Loan Register.**

(a) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Loan/Commitment Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Credit Commitments of, and principal amounts (and entitlements to stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Security Trustee and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(b) Upon the request of any Lender made through the Administrative Agent, and at the cost of such Lender, the Borrower shall execute and deliver to such Lender a promissory note of the Borrower payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) in a form prepared by such Lender and approved by the Administrative Agent, which shall evidence such Lender's Loans in addition to such records. Any promissory note delivered pursuant to this clause will not supersede or create any conflict with the terms of this Agreement; this Agreement, not any such promissory note, shall govern the obligations of the Borrower.

Section 1.3 **Borrowings of Loans.**

(a) For each Drawing, the Borrower shall give the Administrative Agent (which shall promptly notify the Lenders) a Notice of Borrowing as provided in Section 4.4. Each Drawing will relate to one or more Aircraft and will comprise one Series A Loan and one Series B Loan for each Aircraft to which the Drawing relates. In addition to the requirements of Section 4.4, a Notice of Borrowing will only be deemed validly given if the amount of the Series A Loan and Series B Loan for each Aircraft requested therein does not exceed the relevant Advance Rate applicable to each such Loan and Aircraft.

(b) Subject to the satisfaction of the conditions precedent set forth in Article VII hereof, each Lender shall make available the amount of the Loan or Loans to be made by it on such date not later than 11:00 a.m. New York time on the date specified for each Drawing hereunder to the Security Trustee (or, if agreed by such Lender in respect of any Drawing and subject to the terms and conditions of this Agreement, directly to the account of the Borrower identified in such Notice of Borrowing) in immediately available funds. The amount so received by the Security Trustee shall, subject to the terms and conditions of this Agreement, be made available to the Borrower on the date specified for such Drawing by wire transferring the same, in immediately available funds, to the account of the Borrower identified in such Notice of Borrowing.

(c) If the Lenders shall have funded the Security Trustee as provided in this Section 2.3 in respect of any Drawing, and on the intended date of disbursement (as identified in the Notice of Borrowing) the conditions for such disbursement of such Drawing shall not be

satisfied, the Security Trustee, in consultation with the Borrower, shall continue to hold the amounts so funded by the Lenders until the earlier of (x) the date such funds are disbursed to or for account of the Borrower upon satisfaction (or waiver) of the applicable conditions precedent therefor and (y) five Business Days after the date originally specified for such Drawing. In the event of clause (x), the applicable Loan shall be deemed to have been made on the date the Lenders funded the Security Trustee for all purposes hereof, including the accrual of interest on such Loan. In the event of clause (y), the Security Trustee shall return the funds so funded by each Lender to such Lender on the date specified in such clause and the Borrower shall pay to the Security Trustee for account of each Lender interest accrued on such amounts through such date as though such amounts were disbursed on the date the Lenders funded the Security Trustee, together with amounts payable pursuant to Section 5.2 as though such amounts were prepaid Loans.

Section 1.4 Termination of Credit Commitments.

- (a) The aggregate amount of the Credit Commitments shall be automatically reduced to zero on the Credit Termination Date, unless all Lenders, in their sole judgment agree to extend the Credit Termination Date.
- (b) The Borrower shall have no right at any time to terminate the aggregate unused amount of the Credit Commitments.
- (c) The Credit Commitments once terminated may not be reinstated.

Section 1.5 Fees.

- (a) **Upfront Fees.**
[***].
- (b) **Commitment Fees.** [***]
- (c) **Other Fees.** The Borrower shall pay to each Loan Party for its own account such other fees, in such amounts and at such times, as may have been agreed between the Borrower and such Loan Party in a relevant Fee Letter.
- (d) **Fee Computation.** All fees payable under this Section 2.5 shall be computed on the basis of a year of 360 days and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent or the Security Trustee of a fee hereunder shall be conclusive absent manifest error.

Section 1.6 Lending Offices. The Loans made by each Lender shall be made and maintained at such Lender's Applicable Lending Office.

Section 1.7 Several Obligations of Lenders. The obligations of the Lenders hereunder to make Loans and to make payments pursuant to Section 11.5 are several and not joint. The failure of any Lender to make any Loan or to make any such payment on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to make its payment under Section 11.5. Nothing in this Section 2.7 or in any of the Basic Documents is intended to give any Lender any right to exercise remedies in respect of any Collateral or to exercise any other remedies other than through the relevant Agent.

Section 1.8 **Loan Supplements; Amortization.** Each Loan in respect of an Aircraft shall be recorded in a Loan Supplement designated as made in respect of such Loan and such Aircraft, which Loan Supplement shall be substantially in the form of Exhibit A hereto and dated the Drawing Date of such Loan. Schedule I to each Loan Supplement shall contain a repayment schedule (each a "**Repayment Schedule**") which shall be prepared by the Administrative Agent prior to the applicable Drawing Date and shall reflect an amortization on a mortgage-style basis of the principal amount of such Loan down to the applicable Balloon Amount on the Maturity Date for such Loan; **provided that** for Floating Rate Loans, the schedule of principal repayments included in the Repayment Schedule will be fixed as at the Drawing Date and will not be amended to account for subsequent changes in the applicable Floating Rate. The Administrative Agent shall provide notice of each Repayment Schedule (which may be sent by e-mail) to the Lenders and the Borrower, which shall not be conclusive unless such Repayment Schedule is agreed to by the Borrower.

Section 1.9 **Voluntary Prepayments.**

(a) The Borrower shall have the right to prepay [***]; **provided further that** the Borrower shall give the Administrative Agent written notice of each such prepayment as provided in Section 4.4 (and, upon the date specified in any such notice of prepayment, the amount to be prepaid shall become due and payable hereunder). Any voluntary prepayment of principal on a Loan shall be accompanied by (i) interest on the amount prepaid through the date of prepayment *plus* (ii) Breakage Loss, if any, *plus* (iii) the Prepayment Fee, if applicable. Upon repayment in full of all Loans in respect of any Aircraft, together with payment of all other amounts due and payable, the lien on such Aircraft and the related Lease shall be released. Partial prepayments of the Loans shall be applied in inverse order of maturity and ratably among all the Loans.

(b) A Prepayment Fee will be payable in the event of any voluntary prepayment of part or all of a Loan pursuant to Section 2.9(a) or a mandatory prepayment of a Loan arising under Section 2.10(a)(ii); **provided that** no Prepayment Fee shall be payable if such prepayment is [***].

Section 1.10 **Mandatory Prepayments.**

(a) The Borrower shall prepay the Loans in accordance with clause (b) below in an aggregate principal amount equal to the outstanding amount of the Loans in respect of any Aircraft which was the subject of:

- (i) an Event of Loss;
- (ii) a Disposition; or

(iii) any change in any Applicable Law that shall make it unlawful for any Lender to maintain its Commitment or its portion of the Loans in respect of the Aircraft.

(b) Any prepayment required by the preceding clause (a)(i) shall be due and payable on the earlier of (x) the day of receipt of the related Loss Proceeds and (y) the last date on which the Lessee is required to pay Agreed Value (as defined in the relevant Lease) in respect thereof under the relevant Lease. Any prepayment required by the preceding clause (a)(ii) shall be due and payable on the date of and concurrently with the Disposition. Any prepayment required by the preceding clause (a)(iii) shall be due and payable on the third Business Day after the date of notification by the affected Lender of the illegality event. Any prepayment of principal on the Loans required by the preceding clause (a) shall be accompanied by (i) interest on the amount prepaid through the date of prepayment *plus* (ii) Breakage Loss, if any, *plus* (iii)

the Prepayment Fee, if applicable. For the avoidance of doubt, a Prepayment Fee shall be payable in the case of a Disposition occurring in the time period that a Prepayment Fee is payable hereunder.

(c) Any prepayment required by the preceding clause (a) shall be applied to the Loans in respect of the affected Aircraft. Upon repayment in full of all Loans in respect of any Aircraft, together with payment of all other amounts due and payable, the lien on such Aircraft and the related Lease shall be released.

Article III

PAYMENTS OF PRINCIPAL AND INTEREST

Section 1.1 **Repayment of Loans.** The Borrower shall repay each Loan by paying to the Security Trustee for the account of each Lender on each Payment Date for such Loan the amount set forth for such Payment Date in the Repayment Schedule for such Loan (calculated as provided in Section 2.8); **provided, however, that** all outstanding principal of, and accrued unpaid interest on, each Loan and all other amounts payable under the Basic Documents in respect thereof shall be paid in full on the Maturity Date for such Loan.

Section 1.2 **Interest.**

(a) **Interest Rates.** Subject to Section 3.2(c), (i) each Floating Rate Loan shall bear interest at a rate per annum equal to Term SOFR for the Interest Period therefor plus the Applicable Margin and (ii) each Fixed Rate Loan shall bear interest at a rate per annum equal to the Fixed Rate for such Fixed Rate Loan.

(b) **Establishment of a Fixed Rate.**

(i) After delivery of the Notice of Borrowing in respect of a proposed Fixed Rate Loan, the Lenders shall, at 11.00am (New York time) 2 Business Days prior to the proposed Drawing Date (or at such other time as the Lenders and the Borrower may agree), hold a rate fixing call on which they will offer to the Borrower a "fixed rate" of interest in respect the relevant Fixed Rate Period for such proposed Fixed Rate Loan, which "fixed rate" shall be calculated in accordance with the methodology set out in clause (v) below.

(ii) If on the rate fixing call the Borrower accepts the offered "fixed rate" for any proposed Fixed Rate Loan, that Loan will be confirmed as a Fixed Rate Loan and the agreed "fixed rate" will be the "Fixed Rate" for the Fixed Rate Period in respect of the such Fixed Rate Loan for the purposes of this Agreement. If the Borrower does not accept the offered "fixed rate", at the Borrower's election, either (A) all Loans in respect of the Aircraft to which the proposed Fixed Rate Loan related shall be deemed withdrawn and removed from the relevant Notice of Borrowing or (B) such proposed Fixed Rate Loan shall be treated as if it had been requested as a Floating Rate Loan. The Fixed Rate for each Fixed Rate Loan will be recorded in the Loan Supplement relating to such Fixed Rate Loan.

(iii) Nothing set forth herein shall require any Lender to actually enter into any Swap with respect to the Fixed Rate but if a Lender does not enter into that Swap, the Lender shall be deemed to have entered into the applicable Swap at the applicable Fixed Rate.

(iv) The Lenders shall not be obliged to agree to a Fixed Rate at any time whilst a Default has occurred and is continuing.

(v) The Fixed Rate will be determined (using forward curves from Bloomberg Swap Manager) based on an assumed Swap profile that corresponds to the profile of the relevant proposed Fixed Rate Loan in accordance with Section 2.8, unless at the time that the quotations are being sought any of those assumptions are known to be incorrect and can be replaced by actual amounts or dates. The Fixed Rate established for any Fixed Rate Loan in accordance with the provisions of this Section 3.2(b) shall apply during the applicable Fixed Rate Period for all purposes of this Agreement and the Repayment Schedule for such Fixed Rate Loan shall be prepared to reflect the establishment of such Fixed Rate and the repayments of principal and payments of interest required to be made hereunder as a consequence thereof.

(c) **Post-Default Interest.** If any amount payable by the Borrower under this Agreement or any other Basic Document (including principal of any Loan, interest, fees and other amount) is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a rate per annum equal to the applicable Post-Default Rate. Upon the request of the Required Lenders, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all Loans outstanding hereunder at a rate per annum equal to the applicable Post-Default Rate.

(d) **Payment Dates.** Accrued interest on each Loan shall be payable in arrears on each Payment Date applicable thereto and at such other times as may be specified herein; **provided that** (i) interest accrued pursuant to Section 3.2(c) shall be payable on demand, and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) **Term SOFR Conforming Changes.** In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 1.3 **Market Disruption Event.**

(a) Subject to Section 3.4, if, on or prior to the first day of any Interest Period for any Floating Rate Loan:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof for such Interest Period; or

(ii) the Required Lenders determine that for any reason Term SOFR for such Interest Period does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Floating Rate Loan for such Interest Period, and the Required Lenders have provided notice of such determination to the Administrative Agent,

((i) and (ii) each a "**Market Disruption Event**") then, in each case, the Administrative Agent will promptly so notify the Borrower and each Lender.

(b) Upon notice thereof by the Administrative Agent to the Borrower, (i) any obligation of the Lenders to make Loans shall be suspended (to the extent of the affected Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (a)(ii)), at the

instruction of the Required Lenders) revokes such notice, (ii) the Borrower may revoke any pending request for a borrowing of Loans (to the extent of the affected Loans or affected Interest Periods) and (iii) any outstanding affected Loans will bear interest for that Interest Period (and any subsequent interest period in respect of which a further notice is given under clause (a)) at a rate per annum equal to the ABR plus the Applicable Margin.

(c) By advancing a Loan on a Drawing Date, the Lenders are deemed thereby to confirm that no Market Disruption Event is affecting such Loan for the first Interest Period following its Drawing Date.

(d) Clause (b)(iii) above will not apply to a Market Disruption Event of the type in clause (a)(ii) above unless the notice referred to in clause (b) is given to the Borrower prior to the start of each affected Interest Period.

Section 1.4 **Benchmark Replacement Setting.**

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Basic Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the 5th Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(b) **Benchmark Replacement Conforming Changes.** In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(c) **Notices; Standards for Decisions and Determinations.** The Administrative Agent will promptly notify the Borrower and the Lenders of (i) a Benchmark Replacement Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (iv) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.4, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and

without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 3.4.

(d) **Benchmark Unavailability Period.** Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Drawing to be made during any Benchmark Unavailability Period.

Article IV

PAYMENTS; PRO RATA TREATMENT; COMPUTATIONS; ETC.

Section 1.1 **Payments.**

(a) Except to the extent otherwise provided herein, all payments of principal, interest and other amounts to be made by the Borrower under this Agreement to the Loan Parties, and, except to the extent otherwise provided therein, all payments to be made by the Obligors to the Loan Parties under any other Basic Document, shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim, to the Security Trustee at the Collection Account, not later than 11:00 a.m. New York time on the date on which such payment shall become due (each such payment made after such time on such due date to be deemed to have been made on the next succeeding Business Day). Such payment obligations shall be absolute and unconditional and shall not be affected by any circumstance whatsoever.

(b) Unless otherwise required by Article II of the Mortgage, the Borrower shall, at the time of making each payment under this Agreement for account of any Lender, specify to the Security Trustee (which shall so notify the intended recipient(s) thereof) the Loans or other amounts payable by the Borrower hereunder to which such payment is to be applied (and in the event that the Borrower fails to so specify, or if an Event of Default has occurred and is continuing, the Administrative Agent may instruct the Security Trustee to distribute such payment to the Lenders for application in such manner as the Administrative Agent may determine to be appropriate). Subject to the Agreement Among Lenders, if at any time insufficient funds are received by and available to the Security Trustee to pay fully all amounts of principal, interest, fees and other amounts then due hereunder, such funds shall be applied (i) *first*, to pay interest, fees and other amounts then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest, fees and other amounts then due to such parties, and (ii) *second*, to pay principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) Subject to Article II of the Mortgage and the Agreement Among Lenders, each payment received by the Security Trustee under this Agreement for account of any Lender shall be paid by the Security Trustee promptly with the same value to such Lender, in immediately available funds, for account of such Lender's Applicable Lending Office for the Loan or other obligation in respect of which such payment is made to the account of such Lender advised by such Lender to the Security Trustee, as the same may be amended or modified from time to time upon written notice to the Security Trustee.

(d) If the due date of any payment under this Agreement would otherwise fall on a day that is not a Business Day, such date shall be extended to the next succeeding Business Day (or, if such next succeeding Business Day falls in the next succeeding calendar month, on the next preceding Business Day) and interest shall be payable for any principal so extended for the period of such extension.

Section 1.2 **Pro Rata Treatment.** Except to the extent otherwise provided herein: (a) each borrowing of a Loan from the Lenders under Section 2.1 shall be made from the relevant

Lenders *pro rata* according to the amounts of their Credit Commitments in respect of the Loan Series of such Loan; (b) each termination of the amount of the Credit Commitments shall be applied to the Credit Commitments of the Lenders *pro rata* according to the amounts of their Credit Commitments; (c) each payment or prepayment of principal of a Loan by the Borrower shall be made for account of the relevant Lenders *pro rata* in accordance with the respective unpaid principal amounts of the Loan held by them; and (d) each payment of interest on a Loan by the Borrower shall be made for account of the relevant Lenders *pro rata* in accordance with the amounts of interest on such Loan then due and payable to the respective Lenders.

Section 1.3 **Computations.** All interest hereunder shall be computed on the basis of a year of 360 days (or in the case of interest computed by reference to the ABR at times when the ABR is based on the Prime Rate, such interest shall be computed on the basis of a year of 365 days (or 366 days in a leap year)), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). All interest hereunder on any Loan shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination. The applicable ABR or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

Section 1.4 **Certain Notices.**

(a) Notices by the Borrower to the Administrative Agent regarding each Notice of Borrowing and optional prepayments of Loans shall be irrevocable and shall be effective only if received by the Administrative Agent not later than 2:00 p.m. New York time on the number of days prior to the date of the relevant termination, reduction, borrowing or prepayment specified below (or such shorter period as may be agreed by all the Lenders):

Notice	Number of days prior
Borrowings of Loans	***
Prepayment of Loans	***

- (b) In addition, a Notice of Borrowing will only be effective if:
- (i) the requested Drawing Date for any Loans relating to an A320 Aircraft ***;
 - (ii) the requested Drawing Date for any Loans relating to each MAX Aircraft ***; and
 - (iii) the requested Drawing Date for any Loan is a date earlier than the Credit Termination Date.

(c) Each Notice of Borrowing shall specify the Loans to be borrowed (by reference to the Loan Series and Aircraft to which they relate), the amount of each Loan to be borrowed, the date of borrowing (which shall be a Business Day), whether each Loan to be borrowed is to be a Fixed Rate Loan or a Floating Rate Loan, and the location and number of the Borrower's account to which funds are to be disbursed. Promptly following receipt of a Notice of Borrowing, the Administrative Agent shall advise each Lender of the details thereof and such Lender's portion of each resulting Loan.

(d) Each such notice of prepayment shall specify the Loans to be prepaid (by reference to the Loan Series and Aircraft to which they relate), the amount of each Loan to be prepaid, and the date of optional prepayment (which shall be a Business Day). Promptly following receipt of a notice of prepayment, the Administrative Agent shall advise each Lender of the details thereof.

Section 1.5 **Certain Payments.** Unless the Security Trustee shall have received notice from the Borrower prior to the date on which any payment is due to the Security Trustee for the account of the Lenders hereunder that the Borrower will not make such payment, the Security Trustee may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Security Trustee forthwith on demand the amount so distributed to such Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Security Trustee, at the greater of the Federal Funds Rate and a rate determined by the Security Trustee in accordance with banking industry rules on interbank compensation.

Article V

YIELD PROTECTION, ETC.

Section 1.1 **Increased Costs.**

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement) with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D)), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender,

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or other Recipient, the Borrower will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered (an "**Increased Costs Payment**").

(b) **Capital Requirements.** If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of

reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Credit Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in clause (a) or (b) of this Section 5.1 and delivered to the Borrower, shall be conclusive absent manifest error provided that such determinations and allocations are made on a reasonable basis. The Borrower shall pay such Lender the amount shown as due on any such certificate [***].

(d) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this Section 5.1 shall not constitute a waiver of such Lender's right to demand such compensation; **provided that** the Borrower shall not be required to compensate a Lender pursuant to this Section 5.1 for any increased costs incurred or reductions suffered more than three months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor.

(e) **Mitigation Obligations and Borrower Treatment.** If any Lender requests compensation under this Section 5.1, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to this Section 5.1 in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. No Lender shall discriminate against the Borrower compared to similarly situated borrowers in aircraft finance transactions in making any claim for compensation under this Section 5.1 including, without limitation, with respect to the duration of the specified period in advance of receipt of notice by the Borrower from each Lender captured under (i) above, and shall treat the Borrower no less favorably than such Lender's other similarly situated borrowers in similarly situated aircraft finance transactions.

Section 1.2 **Breakage Loss and Funding Indemnity.**

(a) **Funding Breakage Loss.** In the event of (a) the payment of any principal of any Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default) or (b) the failure to borrow or prepay any Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrower shall compensate each Lender for any loss, cost and expense attributable to such event, including (i) any Swap Breakage Loss and (ii) any loss, cost or expense arising from the liquidation or redeployment of funds or from any fees payable, but in the case of this clause (ii), only in relation to the relevant Interest Period (or anticipated Interest Period) in which the anticipated action occurred or failed to occur, as the case may be.

(b) **Swap Breakage Loss.**

(i) Upon any prepayment in part of any Fixed Rate Loan any Swap relating to that Fixed Rate Loan shall be terminated (or deemed terminated) in part such that the notional amount of that Swap as of each Payment Date on or after the prepayment date is equal to the principal amount of the relevant Fixed Rate Loan then scheduled to be outstanding as of such Payment Date, **provided that** if the Swap cannot be terminated in part, the relevant Lender will enter into (or will be deemed to have entered into) such further swap arrangement so as to achieve the same economic effect as such partial termination, and provided further that if such further swap cannot be obtained on terms and with a counterparty reasonably acceptable to the relevant Lender in accordance with standard market practices, the relevant Lender will, after consultation with the Borrower, enter into such other arrangements as are practicable to achieve the same economic effect as such partial termination.

(ii) Upon any date on which any Fixed Rate Loan is required to be prepaid or repaid in full (or is deemed prepaid pursuant to the final sentence of Section 2.3(c)), the Swap relating to such Fixed Rate Loan shall be terminated (or deemed to be terminated) in whole as of such date.

(iii) Upon the occurrence and continuance of an Event of Default during a Fixed Rate Period a Lender may at its option terminate (or be deemed to terminate) each or any Swap in whole. Upon any termination or deemed termination of a Swap, the relevant Lender will give notice to the Borrower of the date of such termination.

(iv) Upon any such termination or deemed termination of a Swap (whether in whole or in part), [***].

(c) **Payment on Demand.** A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section 5.2 shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate [***].

(d) This Section 5.2 shall not apply with respect to Taxes, but it shall apply without prejudice to any other provision in this Agreement that relates to Taxes.

Section 1.3 **Taxes.**

(a) **Payments Free of Taxes.** Any and all payments by or on account of any obligation of the Borrower or any other Obligor to the Loan Parties under any Basic Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower or other Obligor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 5.3) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) **Payment of Other Taxes by Borrower and other Obligors.** The Borrower shall, and shall cause each other applicable Obligor, to timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) **Indemnification by Borrower and the other Obligors.** The Borrower shall, and shall cause each other Obligor to, indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.3) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) **Indemnification by the Lenders.** Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that neither the Borrower nor any other Obligor has already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower and each other Obligor to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.7(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Basic Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Basic Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this clause (d).

(e) **Evidence of Payments.** As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 5.3, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) **Status of Lenders and Agents.**

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

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Basic Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Basic Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not a "bank" described in Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, or other certification documents from each beneficial owner, as applicable; **provided that** if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower

and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) If an Agent is a U.S. Person, then it shall, on or prior to the date hereof (or, in the case of a successor Agent, on or before the date on which it becomes an Agent hereunder) provide Borrower with two properly completed and duly executed copies of IRS Form W-9 confirming that such Agent is exempt from U.S. federal backup withholding. If an Agent is not a U.S. Person, then it shall, on or prior to the date hereof (or, in the case of a successor Agent, on or before the date on which it becomes an Agent hereunder) provide Borrower with (A) with respect to payments to such Agent for its own account, two properly completed and duly executed copies of IRS Form W-8ECI (or other applicable IRS Form W-8 claiming an exemption from U.S. withholding tax), and (B) with respect to payments made to such Agent for the account any Lender, two properly completed and duly executed copies of IRS Form W-8IMY certifying that such Agent is either (1) a "qualified intermediary" which has assumed primary withholding responsibility under Chapters 3 and 4 of the Code and primary Form 1099 reporting and backup withholding responsibility, or (2) a U.S. branch providing such form as evidence of its agreement with the Borrower to be treated as a "U.S. person" for U.S. federal withholding Tax purposes (as contemplated by Section 1.1441-1(b)(2)(iv)(A) of the United States Treasury Regulations) and that the payments it receives for the account of such Lenders are not effectively connected with the conduct of its trade or business in the United States.

Each Lender and Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent, as applicable, in writing of its legal inability to do so.

(g) [***]

(h) **Treatment of Certain Refunds.** Provided that no Event of Default has occurred and is continuing, if any party determines, in its sole opinion, acting in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.3 (including by the payment of additional amounts pursuant to this Section 5.3), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.3 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this clause (h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this clause (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this clause (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause (h)

shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) **Survival.** Each party's obligations under this Section 5.3 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Credit Commitments and the repayment, satisfaction or discharge of all obligations under any Basic Document.

(j) **Defined Terms.** For purposes of this Section 5.3, the term "Applicable Law" includes FATCA.

Section 1.4 **Illegality.** Notwithstanding any other provisions of this Agreement, in the event that after the date of this Agreement any Change in Law makes it unlawful, or any central bank or other Governmental Authority of competent jurisdiction asserts that it is unlawful, for any Lender to honor its obligation to make or maintain Loans hereunder (and, in the sole opinion of such Lender, the designation of a different lending office or the taking of such other reasonable steps (not involving the incurrence of any material cost or expense and not implying any obligation of sale or transfer by such Lender of its Loans) would either not avoid such unlawfulness or would be disadvantageous to such Lender), then such Lender shall promptly notify the Borrower thereof (with a copy to the Administrative Agent) and such Lender's obligation to make Loans shall be suspended until such time as such Lender may again make and maintain Loans and the Borrower shall prepay the Loans of such Lender then outstanding hereunder together with accrued interest thereon and all other amounts payable to such Lender (excluding any Prepayment Fee) hereunder (including any loss payable under Section 5.2, if any) on the last day of the then current Interest Period with respect thereto or earlier if necessary to avoid such illegality; provided that before making any such demand, such Lender agrees, at the sole cost of the Borrower upon giving the Borrower reasonable advance notice of the cost to be incurred, to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to transfer this facility to a different lending office if the making of such transfer would allow the Lender or its lending office to continue to perform its obligations to fund or maintain Loans to the Borrower, and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender.

Article VI

PAYMENTS INTO THE COLLECTION ACCOUNT

Section 1.1 **Payments into the Collection Account.** All Collections shall be paid to the Collection Account, and the Borrower agrees that it shall take all reasonable action as any Agent may request to ensure that such amounts are paid into the Collection Account and, without prejudice to the generality of the foregoing, the Borrower agrees that it shall give or shall cause to be given irrevocable instructions to the Lessee to pay all amounts which constitute "Collections" and which are payable by the Lessee to the Borrower under or pursuant to each Lease, to the Collection Account. The parties hereto agree that all such amounts shall, while any amount is expressed to be payable or owing by the Borrower hereunder to the Lenders, be paid as aforesaid and shall, once paid to the Collection Account, be applied by the Security Trustee as set forth in the Mortgage. If the Borrower or any Obligor shall receive from any Person any Collections following an Event of Default, the Borrower or such Obligor shall receive such payment in trust for the Security Trustee on behalf of the Lenders and subject to the Security Trustee's security interest, and shall immediately deposit, or cause to be deposited, such payment in the Collection Account.

Article VII

CONDITIONS PRECEDENT; CONDITIONS SUBSEQUENT

Section 1.1 **Effective Date.** The effectiveness of this Agreement and the obligation of each Lender to make any Loans hereunder is subject to the satisfaction (or waiver in accordance with Section 12.5) of the following conditions (and, in the case of each document specified in this Section to be received by the Administrative Agent, such document shall be in form and substance satisfactory to the Administrative Agent and each Lender):

(a) **Executed Documents.** The receipt by the Administrative Agent of the following documents, each of which shall be duly executed and delivered by the intended parties thereto:

- (i) this Agreement;
- (ii) the CTA;
- (iii) the Mortgage;
- (iv) the Allegiant Guarantee Agreement;
- (v) the Lessee Guarantee Agreement; and
- (vi) the Obligors' acknowledgment of the Agreement Among Lenders.

(b) **Certificates.** The Administrative Agent shall have received such customary certificates of resolutions or other action, incumbency certificates or other certificates of officers of each Obligor as the Administrative Agent may require evidencing the identity, authority and capacity of each officer thereof authorized to act as an officer in connection with the Basic Documents, including a certificate from each Obligor that the borrowing or the guaranteeing would not cause any borrowing, guaranteeing or similar limit binding on such Obligor to be exceeded.

(c) **Corporate Documents.** The Administrative Agent shall have received such other documents and certificates (including organizational documents and good standing certificates) as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Obligor, evidencing each Obligor's approval of the transactions contemplated by the Basic Documents, and any other legal matters relating to each Obligor, the Basic Documents or the transactions contemplated thereby.

(d) **Opinions of Counsel.** The Administrative Agent shall have received:

(i) an opinion of Clifford Chance US LLP, counsel to the Lenders, addressed to the Loan Parties and dated the Effective Date, in form and substance satisfactory to the Administrative Agent; and

(ii) an opinion of the General Counsel of the Borrower Parent, addressed to the Loan Parties and dated the Effective Date, in form and substance satisfactory to the Administrative Agent, as to the capacity and due authorization and execution of the Basic Documents by the Obligors under Nevada law and such other matters of Nevada law as the Administrative Agent may request.

(e) **Payment of Fees.** The payment of all fees required by the terms of this Agreement or any Fee Letter to be paid before a Drawing is made including, without limitation, the reasonable fees and expenses of Clifford Chance US LLP, special New York counsel to the Lenders in connection with the negotiation, preparation, execution and delivery of this Agreement and the other Basic Documents (to the extent that statements for such fees and expenses have been delivered to the Borrower and the same are in line with estimates thereof provided prior to the date hereof).

(f) **Financial Statements.** The Borrower shall have delivered to the Lenders the Audited Financial Statements.

(g) **UCC Filings.** Uniform Commercial Code financing statements (provided in advance of filing to Borrower for review) with respect to the security interest in the Security Documents and (precautionarily) the Lease shall have been duly filed in all places necessary or desirable as the Security Trustee may reasonably request. The Borrower authorizes the Security Trustee to file such financing statements.

(h) **Know Your Customer; Other Documents.**

(i) Upon the reasonable request of any Loan Party made at least 10 days prior to the Effective Date, each Obligor shall have provided to such Loan Party (A) the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, in each case at least five days prior to the Effective Date, and (B) a Beneficial Ownership Certification in relation to each Obligor that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation.

(ii) The Administrative Agent shall have received such other documents as the Administrative Agent or the Required Lenders (through the Administrative Agent) may reasonably request.

(i) **Representations and Warranties.** The representations and warranties of each Obligor contained in the Basic Documents to which it is a party shall be true and correct on and as of the Effective Date as though made on and as of the Effective Date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date).

(j) **Event of Default.** No Default or Event of Default shall have occurred and be continuing, and the Borrower shall have delivered a certificate to the Administrative Agent certifying as to the same.

(k) **No Changes.** Since December 31, 2022, no material adverse change (in the opinion of the Lenders, acting in good faith) shall have occurred in any Obligor's business, operating or financial condition which materially affects its ability to perform its respective obligations under the Basic Documents.

Section 1.2 **Drawing Date Conditions.** The obligation of any Lender to make any Loan (including such Lender's initial Loan) with respect to any Aircraft on any Drawing Date is subject to the satisfaction (or waiver in accordance with Section 12.5) of the following conditions (and, in the case of each document specified in this Section to be received by the Administrative Agent, such document shall be in form and substance satisfactory to the Administrative Agent and each Lender):

(a) **Notice of Borrowing.** With respect to such Loan, the Borrower shall have delivered to the Administrative Agent not later than 4:00 p.m. (New York, New York time), at least 3 U.S. Government Securities Business Days (or such shorter period as may be agreed by all the Lenders) prior to the Drawing Date requested by the Borrower, a duly completed and executed Notice of Borrowing.

(b) **No Event of Loss.** No event shall have occurred and be continuing which constitutes an Event of Loss with respect to the Aircraft or the Airframe or which would constitute an Event of Loss after notice or lapse of time or both and no damage in excess of [***] with respect to such Aircraft shall have occurred.

(c) **Event of Default.** No Event of Default (and, in the case of the first Drawing Date only, no Default) shall have occurred and be continuing, and the Borrower shall have delivered a certificate to the Administrative Agent certifying as to the same.

(d) **No Changes.**

(i) Since the Effective Date,

(A) no change shall have occurred in Applicable Law and no fact or condition shall exist which, in the reasonable opinion of the Administrative Agent or any Lender, would make it illegal under Applicable Law for any Lender to fund its Loan;

(B) no material disruption shall have occurred in any relevant interbank market that could have an adverse effect upon the Lenders' free availability to fund the Loans;

(ii) Since December 31, 2022, no material adverse change (in the opinion of the Lenders, acting in good faith) shall have occurred in any Obligor's business, operating or financial condition which materially affects its ability to perform its respective obligations under the Basic Documents.

(e) **Representations and Warranties.** The representations and warranties of each Obligor contained in the Basic Documents to which it is a party shall be true and correct on and as of such Drawing Date as though made on and as of such Drawing Date, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date).

(f) **Insurance.** The Administrative Agent shall have received certificates of insurance and, where required by the related Lease, reinsurance, from underwriters or insurers that comply with the insurance provisions of such Lease and the related Lessee Consent, together with a letter of undertaking from the related Lessee's insurance broker and, if applicable, reinsurance brokers with respect to insurance required to be maintained by the Lessee pursuant to such Lease and such Lessee Consent, together with evidence that the Security Trustee has been named as loss payee, in such policies and that the Loan Parties are named as additional insureds in respect of such insurance, and together with (to be obtained by the Lenders) an opinion from insurance advisors to the Lenders as to such matters as may be reasonably requested by the Lenders.

(g) **Delivery of Documents.** The Chattel Paper original of the Lease and copies of all of the Bills of Sale are to be delivered to the Security Trustee with respect to the Collateral on such Drawing Date.

(h) **Bills of Sale and Lease.**

(i) The Administrative Agent shall have received copies of the Bill of Sale for such Aircraft evidencing that the Borrower holds title thereto.

(ii) The Administrative Agent shall have received copies of all condition precedent documents required to be delivered pursuant to the applicable Lease, including, in respect of any opinion delivered thereunder, such opinion being addressed to each of the Loan Parties.

(i) **Documents.**

(i) The Borrower shall have delivered to the Security Trustee a duly executed and completed Mortgage Supplement and duly executed and completed Loan Supplements, in each case in respect of the relevant Aircraft.

(ii) The Lessee shall have delivered a Lessee Consent.

(j) **Perfection Requirements.** On each Drawing Date, the following statements shall be correct, and the Administrative Agent shall have received evidence reasonably satisfactory to it (including printouts of the "priority search certificates" (as defined in the Regulations for the International Registry) from the International Registry relating to the Airframe and each Engine) to the effect that:

(i) the Borrower has good and legal title to the Aircraft free and clear of all Liens other than Permitted Liens;

(ii) the FAA Entry Point Filing Form (AC Form 8050-135), the Lease, the Mortgage and the Mortgage Supplement with respect to the Aircraft shall have been duly filed for recordation with the Federal Aviation Administration pursuant to the Federal Aviation Act;

(iii) the Aircraft is registered in the name of the Borrower with the Federal Aviation Administration;

(iv) the Security Trustee has a duly perfected Lien of record in and to the Aircraft and the Airframe and Engines included in the Aircraft, the Lease and the other Collateral, and the Security Trustee, as collateral assignee of the Lease under the Mortgage, shall be entitled to the benefits of Section 1110 (as currently in effect) with respect to the right to take possession of the Airframe and the Engines and to enforce any of its other rights or remedies as provided in the Lease and the Mortgage in the event of a case under Chapter 11 of the Bankruptcy Code in which the Lessee is a debtor;

(v) (A) the international interest with respect to the Airframe and each Engine under the Mortgage and Mortgage Supplement shall have been (or shall be concurrently) registered with the International Registry with the Security Trustee as creditor and the Borrower as debtor, (B) the international interest with respect to the Airframe and each Engine under the Lease shall have been (or shall be concurrently) registered with the International Registry with the Borrower as creditor and the Lessee as debtor, (C) the assignment of international interest under the Mortgage and the Mortgage Supplement (in respect of the international interest under the Lease, including an assignment of the right to discharge such international interest) shall have been (or shall be concurrently) registered with the International Registry with the Security Trustee as assignee and the Borrower as assignor and (D) the contract of sale with respect to the Airframe and each Engine under the Bills of Sale shall have been (or shall be concurrently)

registered with the International Registry with the seller as seller and the Borrower as buyer, and there shall exist no other undischarged registered international interest with respect to the Airframe or any Engine on the International Registry;

(k) **Lien Searches.** The Borrower shall have delivered to the Administrative Agent all advisable UCC, FAA and International Registry lien searches with respect to such Aircraft, but such searches shall in all circumstances include lien searches with the International Registry, and the Borrower shall have recorded and/or filed and/or registered (or provided for such recording, filing or registration), as applicable, termination agreements and/or discharges, as applicable, evidencing the termination of the security interest (other than Permitted Liens) of any other Person shown in such lien searches or otherwise required with respect to such Aircraft.

(l) **Legality.** No law or regulation shall prohibit, and no order, judgment or decree of any foreign, federal, state or local court or governmental body, agency or instrumentality shall prohibit or enjoin, the making of such Loans by the Lender in accordance with the provisions hereof.

(m) **Title to the Collateral.** On such Drawing Date, the Borrower upon the delivery and filing of such releases, discharges and UCC terminations as contemplated under (k) above, shall have good and marketable title to such Aircraft free and clear of all Liens other than Permitted Liens.

(n) **Counsel Opinions.**

(i) **Counsel to the Obligors.** The Administrative Agent shall have received an opinion of the General Counsel of the Borrower Parent, addressed to the Loan Parties and dated such Drawing Date, in form and substance satisfactory to the Administrative Agent, as to the capacity and due authorization and execution of the Basic Documents by the Obligors under Nevada law and such other matters of Nevada law as the Administrative Agent may request.

(ii) **FAA Counsel Opinion.** The Administrative Agent and the Lenders shall have received a legal opinion of McAfee & Taft, special FAA counsel, addressed to the Loan Parties, with respect to (i) registration of the Lease, the Mortgage and the Mortgage Supplement with respect to each Aircraft being in due form for recordation with the FAA, (ii) the absence of any Liens of record with respect to the Aircraft or the Lease except the Lien of the Mortgage and the Lien of the Lease, (iii) the registration of the Aircraft in the name of the Borrower and (iv) the perfection of the Liens created by the Mortgage in the Aircraft and the Lease, and the first-priority nature thereof.

(o) **Officer's Certificates.**

(i) The Administrative Agent shall have received a certificate, dated such Drawing Date from an officer of the Borrower, stating that (i) all representations and warranties of the Borrower set forth in Article VIII are true and correct in all material respects as though made on such Drawing Date, except to the extent such representations and warranties speak as of an earlier time or do not apply according to their own terms, and (ii) there exists no Event of Default and, on the first Drawing Date, no Default, in each case, existing and continuing.

(ii) The Administrative Agent shall have received a certificate, dated such Drawing Date from an officer of each Obligor, either (i) certifying that there have been no changes to its organizational or constitutional documents or corporate authorizations since the

Effective Date or previous Drawing Date or (ii) attaching its revised organizational or constitutional documents or corporate authorizations, as applicable.

(p) **Payment of Fees.** The payment of all fees required by the terms of this Agreement or any Fee Letter to be paid on or before such Drawing Date is made.

(q) **KYC Information.** Upon the reasonable request of any Loan Party made at least 10 days prior to such Drawing Date, each Obligor shall have provided to such Loan Party (i) the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the PATRIOT Act, in each case at least five days prior to such Drawing Date, and (ii) a Beneficial Ownership Certification in relation to each Obligor that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation.

(r) **Miscellaneous.** The Administrative Agent shall have received such other information and copies of documents, approvals (if any), certificates, instruments and records (certified where appropriate) of corporate proceedings as the Administrative Agent may reasonably request relating to the entering into and the performance the Borrower of (i) the Basic Documents to which the Borrower is a party or (ii) such other documents and evidence with respect to the Borrower as may be reasonably requested in order to establish the valid existence and good standing of each thereof, the proper taking of all appropriate corporate or other organizational proceedings or other actions in connection with the transactions contemplated hereby and the compliance with the conditions set forth herein.

Article VIII

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Loan Parties that as of the date hereof and on each Drawing Date:

Section 1.1 **Existence.** The Borrower is a limited liability company duly organized under the laws of Nevada, and the Borrower is a resident of Nevada for all relevant purposes other than U.S. federal income (and other applicable U.S. federal, state and local) tax purposes, and is an entity that is disregarded for U.S. federal income (and other applicable U.S. federal, state and local) tax purposes. The Borrower has the power and authority to enter into and to perform its obligations under this Agreement and the other Basic Documents to which it is a party. The Borrower is duly qualified and in good standing in all of the jurisdictions in which the character of the properties owned or leased by it or the business conducted by it makes such qualification necessary and the failure to so qualify would preclude the Borrower from being able to fully enforce its rights with respect to the Basic Documents to which it is a party.

Section 1.2 **Authorization.** The Borrower has all power necessary, and has been duly authorized to execute and deliver this Agreement and the other Basic Documents to which it is a party. The Borrower is and will continue to be duly authorized to borrow monies hereunder, and Borrower is and will continue to have the organizational authority to perform its obligations under this Agreement and under the other Basic Documents to which it is a party. The execution, delivery and performance by Borrower of this Agreement and the other Basic Documents to which Borrower is a party and the borrowings hereunder do not and will not require any consent or approval of any Governmental Authority, beneficiary or any other Person which has not already been obtained.

Section 1.3 **No Conflict; Legal Compliance.** The execution, delivery and performance of this Agreement and each of the other Basic Documents to which Borrower is a

party will not: (a) contravene any provision of its articles of organization, operating or management agreement or other organizational documents; (b) contravene, conflict with or violate any Applicable Law, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority; or (c) violate or result in the breach of, or constitute a default under any indenture or other loan or credit agreement, or other agreement or instrument to which it is a party or by which it, or its property and assets, may be bound or affected. It is not in violation or breach of or default under any Applicable Law, order, writ, judgment, injunction, decree, determination or award or any contract, agreement, lease, license, indenture or other instrument to which it is a party, the noncompliance with, the violation or breach of or the default under which might have or result in a Material Adverse Effect on Borrower.

Section 1.4 **Validity and Binding Effect.** This Agreement, each other Basic Document to which the Borrower is a party, when duly executed and delivered, will be, the legal, valid and binding obligations of the Borrower, enforceable against it, in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

Section 1.5 **Financial Statements.** The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and fairly present in all material respects the financial condition of the Borrower Parent and its Subsidiaries as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

Section 1.6 **Location.** The "location" (as such term is used in Section 9-307 of the UCC) of the Borrower is the State of Nevada.

Section 1.7 **Consents and Approvals; Governmental Action.** No approval, authorization or consent of any trustee or holder of any indebtedness or obligation of the Borrower, or of any other Person under any agreement, contract, lease or license or similar document or instrument to which the Borrower is a party or by which any such Person is bound, is required to be obtained by the Borrower in order to make or consummate the transactions contemplated under this Agreement or the other Basic Documents to which it is a party or, if any such approval, authorization or consent is required, such approval, authorization or consent has been obtained. All consents and approvals of, filings and registrations with, and other actions in respect of, all Governmental Authorities required to be obtained by the Borrower in order to make or consummate the transactions contemplated under the Basic Documents to which it is a party have been, or prior to the time when required will have been, obtained, given, filed or taken and are or will be in full force and effect. No Applicable Law is in effect which materially adversely affects the ability of the Borrower to perform its obligations under the Basic Documents to which it is a party.

Section 1.8 **Property.**

(a) **Ownership of Properties.** Each of Obligor has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) **Intellectual Property.** Each of Obligor owns, licenses or possesses the right to use all of the trademarks, tradenames, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights that are necessary for the operation of

their respective businesses, as currently conducted, business, and the use thereof by the Borrower and its Subsidiaries does not conflict with the rights of any other Person, except to the extent that such failure to own, license or possess or such conflicts, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The conduct of the business of each Obligor as currently conducted or as contemplated to be conducted does not infringe upon or violate any rights held by any other Person, except to the extent that such infringements and violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened that could reasonably be expected to have a Material Adverse Effect.

Section 1.9 Taxes. All federal, state, local and foreign tax returns, reports and statements required to be filed by or on behalf of the Borrower, or by Borrower Parent that reflect (in whole or in part) assets or operations of the Borrower, have been filed with the appropriate Governmental Authorities where failure to file might have or result in a Material Adverse Effect, and all material Taxes, other taxes and other impositions due and payable by the Borrower (or the Borrower Parent to the extent the failure to pay such Taxes might have or result in a Material Adverse Effect on the Borrower) have been paid prior to the date on which any fine, penalty, interest or late charge may be added thereto for nonpayment thereof, or any such fine, penalty, interest, late charge or loss has been paid, or the Borrower or Borrower Parent (as applicable) is contesting its liability therefor in good faith and has fully reserved all such amounts according to GAAP.

Section 1.10 Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which the Borrower or any of its Subsidiaries is subject, and all other matters known to it, that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The reports, financial statements, certificates and other written information (other than projected or pro forma financial information) furnished by or on behalf of the Borrower to any Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Basic Document (as modified or supplemented by other information so furnished), taken as a whole, do not contain any material misstatement of fact or omit to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not misleading; **provided that**, with respect to projected or pro forma financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery (it being understood that such projected information may vary from actual results and that such variances may be material).

Section 1.11 Pari Passu Ranking. Its Obligations will rank at least *pari passu* with all of its other unsecured obligations, except for those obligations that are mandatorily afforded priority by operation of bankruptcy, insolvency, liquidation or similar laws of general application.

Section 1.12 Compliance with Laws. Each Obligor is in compliance with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to so comply, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 1.13 ERISA Compliance.

(a) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of any Obligor, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the knowledge of any Obligor, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(c) No ERISA Event has occurred, and neither any Obligor nor any ERISA Affiliate is aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

(d) The present value of all accrued benefits under each Pension Plan (based on those assumptions used to fund such Pension Plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefits by a material amount. As of the most recent valuation date for each Multiemployer Plan, the potential liability of any Obligor or any ERISA Affiliate for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is zero.

(e) To the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable requirements of law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure so to comply could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. Neither any Obligor nor any Subsidiary thereof has incurred any material obligation in connection with the termination of or withdrawal from any Foreign Plan. The present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan that is funded, determined as of the end of the most recently ended fiscal year of each Obligor or Subsidiary thereof, as applicable, on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan by a material amount, and for each Foreign Plan that is not funded, the obligations of such Foreign Plan are properly accrued.

Section 1.14 **Certain Regulations.**

(a) Neither the Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

(b) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Drawing hereunder will be used to buy or carry any Margin Stock. Following the application of

the proceeds of each Drawing, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) will be Margin Stock.

Section 1.15 Litigation and Contingent Liabilities. No claims, litigation, arbitration proceedings or governmental proceedings by any Governmental Authority are pending or threatened against or are affecting the Borrower the results of which might interfere with the consummation of any of the transactions contemplated by this Agreement or any document issued or delivered in connection herewith, or which, if adversely determined and for which there is a reasonable probability of an adverse decision, is likely to have a Material Adverse Effect. Other than any liability incident to such claims, litigation or proceedings, or provided for or disclosed in the financial statements of the Borrower Parent. The Borrower has no contingent liabilities that are material to the Borrower, taken as a whole.

Section 1.16 No Event of Default. No Event of Default or Default has occurred and is continuing under this Agreement, any Basic Document or any Lease.

Section 1.17 Title; Liens. On each Drawing Date, upon compliance by Borrower with Section 7.2(k) the Borrower will have good title to the Aircraft financed on such date, the related Lease and the related Collateral which is to be held by it in accordance with this Agreement and the transactions contemplated hereby, and none of such assets shall be subject to any Lien, except for Permitted Liens not of record. At the time a Drawing is made, the Borrower shall not have assigned, conveyed, pledged or otherwise transferred to any other Person any of its right, title or interest in the Collateral except in accordance with or permitted by the Basic Documents to which it is a party.

Section 1.18 Ownership of the Borrower. The legal and beneficial interests of the Borrower are owned 100 percent by the Borrower Parent.

Section 1.19 Security Interest.

(a) On each Drawing Date, the security interest in the Aircraft created pursuant to the Security Documents on such date will be validly created and, other than the taking and retaining of possession by the Security Trustee of the Chattel Paper of the related Lease (if any) and the taking of the Perfection Action, no other action is required to be taken by any Person in order for the full benefit of the security interest in the Aircraft and Leases created thereby to vest in the Security Trustee on behalf of the Lenders on a perfected first priority basis, and such Perfection Action will have been duly taken or provided for. The Lessee has not and will not supply any credit support (including any guarantee or letter of credit) to Borrower under the Lease.

(b) The Borrower and Lessee are (or will be) a "transacting user entity" (as such term is defined in the Regulations of the International Registry); are "situated," for the purposes of the Cape Town Convention, in the United States; and have the power to "dispose" (as such term is used in the Cape Town Convention) of the related Aircraft financed on the Drawing Date in respect thereof; (B) the Airframe and related Engines financed on such Drawing Date are "aircraft objects" (as defined in the Cape Town Convention); (C) the United States is a Contracting State under the Cape Town Convention; (D) the Bill of Sale for such Aircraft constitutes a "contract of sale" (as defined in the Cape Town Convention) and the Mortgage and Mortgage Supplement for such Aircraft creates an international interest in such Aircraft; and (E) the payment of principal of and interest on the Loans, and the performance by the Borrower of its other obligations under the Basic Documents, are "associated rights" (as defined in the Cape Town Convention).

Section 1.20 **Section 1110.** The Lessee holds an air carrier operating certificate issued by the Secretary of Transportation pursuant to Chapter 447 of Title 49 of the U.S. Code for aircraft capable of carrying 10 or more individuals or 6,000 pounds or more of cargo. Each Airframe and each Engine constitutes an "aircraft" or an "aircraft engine", as the case may be, as such terms are defined in Section 40102 of Title 49 of the U.S. Code; and each Airframe and each Engine was "first placed in service" within the meaning of Section 1110 of the Bankruptcy Code after October 22, 1994. The Security Trustee, is entitled, as assignee under the Mortgage, to Borrower's rights under the Lease with respect to the benefits of Section 1110 of the Bankruptcy Code (as currently in effect) with respect to the Aircraft.

Section 1.21 **Sanctions; AML Laws; Anti-Corruption Laws.**

(a) No Obligor or any of their respective Subsidiaries, directors, officers, employees, Affiliates or agents (each being a "**Relevant Person**") is an individual or entity that is (i) a Sanctioned Person, (ii) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions; or (iii) (to the knowledge of the Obligors, solely in respect to any employees, Affiliates or agents) in violation of (or has violated) any Sanctions, AML Laws, Anti-Corruption Laws, or other associated applicable rules or regulations.

(b) Each Obligor has (i) instituted and maintains policies and procedures designed to prevent violation of all laws, regulations and rules related to Sanctions, all AML Laws, all Anti-Corruption Laws, and any other associated applicable rules or regulations and (ii) conducted its operations at all times in material compliance with all Anti-Corruption Laws and AML Laws. No Loan, or the proceeds of any Loan will be used to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person except to the extent permitted by the Sanctions. The making or receipt of any payment by any Obligor pursuant to the loan documents does not contravene any Sanctions. Each Obligor represents that neither it nor, to its knowledge, any of its Affiliates has engaged in or intends to engage in any dealings or transactions with, or for the benefit of, any Sanctioned Person or with or in any Sanctioned Country, except in each case as permitted by the Sanctions.

(c) No Obligor or any of their respective Subsidiaries: (i) has violated any Anti-Corruption Laws, AML Laws or Sanctions at any time during the past 5 years; or (ii) has been, during the past 5 years, or is currently subject to any action or investigation by any governmental or regulatory authority in relation to an actual or alleged violation of any Anti-Corruption Laws, AML Laws, or Sanctions.

(d) Unless disclosed in writing to the Administrative Agent, to the best of each Obligor's knowledge and belief, no Relevant Person is subject to any ongoing, pending or threatened actions or investigations by any governmental or regulatory agency in relation to any Anti-Corruption Laws or AML Laws.

Section 1.22 **Solvency.** The Borrower is Solvent.

Section 1.23 **Beneficial Ownership Certification.** As of the Effective Date, the information included in any Beneficial Ownership Certification delivered pursuant to Section 7.1(h)(i)(B) or Section 7.2(q)(ii) is true and correct in all respects.

Article IX

COVENANTS OF THE BORROWER

The Borrower covenants and agrees with the Lenders, the Administrative Agent and the Security Trustee as follows:

Section 1.1 Financial Statements. The Borrower will deliver to the Administrative Agent and each Lender:

(a) as soon as available, and in any event within 180 days after the end of each fiscal year of the Borrower Parent (commencing with the fiscal year ended December 31, 2023), a consolidated balance sheet of the Borrower Parent and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of independent public accountants of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards (and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Borrower Parent and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) upon the written request of any Lender or the Administrative Agent, the Borrower shall provide to the Administrative Agent (for delivery to all Lenders) unaudited financial statements promptly following each of its fiscal years (unless, for the avoidance of doubt, the Borrower has already provided such financial statements to the Administrative Agent (for delivery to all Lenders) pursuant to a previous request under this clause (b));

(c) promptly after the same are publicly available, copies of each annual report, proxy or financial statement or other report or communication sent to the shareholders of the Borrower Parent, and copies of all annual, regular, periodic and special reports and registration statements that the Borrower Parent may file or be required to file with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, and not otherwise required to be delivered pursuant hereto;

(d) confirmations of any renewal of insurance (or reinsurance, if applicable) required by the Lease (including insurance (or reinsurance, if applicable) certificates and broker's reports) covering each Aircraft and copies of all notices evidencing cancellation, non-renewal, expiration, replacement or renewal of the insurances so required;

(e) promptly after the Borrower knows or has reason to believe that (x) any seizure of an Aircraft by any Governmental Authority has been effected or there has been enacted any prohibition of use of any Aircraft in the normal course of business of air transportation as a result of any law, rule, regulation, order or other action by the FAA or other Governmental Authority having jurisdiction, (y) any Event of Default has occurred or (z) any Lien has been levied on any Aircraft other than Permitted Liens, a notice describing the same in reasonable detail and, together with such notice or as soon thereafter as possible, a description of the action that the Borrower has taken or proposes to take with respect thereto; and

(f) such other information regarding (i) the Aircraft (including, without limitation, its maintenance status) as the Administrative Agent (or any Lender acting through the Administrative Agent) may reasonably request or (ii) the financial condition, operations, business or prospects of the Borrower Parent, the Borrower, or the Lessee as the Administrative Agent or any Lender (through the Administrative Agent) may reasonably request.

Documents required to be delivered pursuant to Section 9.1(a) or Section 9.1(c) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (i) on which such materials are publicly available as posted on the Electronic Data Gathering,

Analysis and Retrieval system (EDGAR); or (ii) on which such documents are posted on the Borrower's behalf on an Internet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

Section 1.2 **Notices.** The Borrower will promptly notify the Administrative Agent and each Lender of:

(a) [***].

Each notice delivered under this Section 9.2 shall be accompanied by a statement of an appropriate officer of the Borrower setting forth the details of the occurrence requiring such notice and stating what action the Borrower has taken and proposes to take with respect thereto.

Section 1.3 **Litigation.** [***].

Section 1.4 **Existence, Etc.** The Borrower shall:

(a) keep in full effect its existence, rights and franchises as a limited liability company or as otherwise may be appropriate under the laws of its jurisdiction of organization or formation, as applicable (and, without limiting the foregoing, shall not change the jurisdiction of such organization or formation, as applicable) and all of its licenses, permits, governmental approvals, rights, privileges and franchises necessary in the normal conduct of its business as now conducted or presently proposed to be conducted;

(b) obtain and preserve its qualification to do business as a limited liability company or other entity in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the rights of the Loan Parties under this Agreement;

(c) comply with (i) the provisions of its organizational document, as applicable and (ii) the requirements of all Applicable Laws to the extent that the failure to comply therewith would, in the aggregate, have a Material Adverse Effect on the Borrower;

(d) [***];

(e) keep adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles consistently applied;

(f) permit representatives of the Administrative Agent or the Security Trustee, during normal business hours, to examine, copy and make extracts from its books and records and permit representatives of any Lender to discuss its business and affairs with its officers, all to the extent reasonably requested by such Lender or the Administrative Agent or the Security Trustee (as the case may be) subject to the terms of confidentiality set forth in Section 12.15; and

(g) deliver such other documents as the Administrative Agent may reasonably request, including any such document, or any information, as any Loan Party may reasonably request (to the extent customarily required for similar transactions and similar obligors) in order

to satisfy the "know your customer" rules, guidelines, practices or policies observed by such Loan Party.

Section 1.5 Leases. The Borrower shall:

(a) not permit any Aircraft to be leased (including subleased) to any person other than the Lessee without the prior written consent of the Security Trustee (acting on the instructions of each of the Lenders), such consent not to be unreasonably withheld or delayed, and provided always that any sublease shall comply with the conditions of the Lease relating to subleasing;

(b) procure that the expiry date of the Lease for each Aircraft is no earlier than the Maturity Date of the Loans relating to such Aircraft;

(c) not permit the state of registration to be any jurisdiction other than the United States without the prior written consent of the Security Trustee;

(d) procure that the Lessee complies with all of the provisions of the Leases relating to the operation of the Aircraft (including without limitation the provisions relating to insurance, maintenance, registration, possession and use of the Aircraft);

(e) not permit the Aircraft to be used or operated in violation of any applicable law or in any jurisdiction prohibited by applicable law;

(f) not amend, modify or terminate (or consent to any amendment, modification or termination of) any Lease without the consent of the Administrative Agent (acting at the direction of the Required Lenders), whose consent shall not be unreasonably withheld or delayed; and

(g) procure that the Lessee maintains the Aircraft in accordance with a maintenance program approved by the FAA;

provided that (i) the Borrower may not in any case terminate any Lease (whether pursuant to Section 17.4 of such Lease or otherwise) without the prior written consent of the Security Trustee (acting at the direction of the Majority Lenders, in their sole discretion); and (ii) the Borrower may, subject to receipt of the prior consent of, and subject to the conditions specified by, the Security Trustee (acting at the direction of all the Lenders), terminate the Lease of any Aircraft and re-lease such Aircraft to a new Lessee (a "**Substitute Lessee**"), pursuant to a lease (a "**Substitute Lease**") that is in form and substance satisfactory to the Security Trustee in its sole discretion in all respects including but not limited to: the new State of Registration (if a change of registration is required), the maintenance covenants and standards, insurance provision, operational covenants, rent and identity of the operator.

Section 1.6 Payment of Obligations. The Borrower will, and will cause each other Obligor to, pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities, including Tax liabilities, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Obligor, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 1.7 Limitation on Liens; Dispositions.

(a) The Borrower will not create, incur, assume or suffer to exist any Lien upon the Collateral except:

- (i) Liens created pursuant to the Security Documents;
 - (ii) Liens imposed by any Governmental Authority for taxes, assessments or charges not yet due or which are being contested in good faith and by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrower in accordance with GAAP; and
 - (iii) Liens permitted by any Lease (other than "Lessor Liens" as defined in such Lease).
- (b) [***].

Section 1.8 Protection of Collateral.

(a) The Borrower agrees that from time to time, at the expense of the Borrower, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and as may be reasonably requested by the Security Trustee in order to perfect and protect any security interest granted or purported to be granted pursuant to the Security Documents (including, without limitation, to the extent applicable registrations of International Interests in respect of each Airframe and Engine with the International Registry), or to enable the Security Trustee to exercise and enforce its rights and remedies hereunder and under the Security Documents. The Borrower hereby authorizes, and will cause Lessee to authorize, the Security Trustee to file one or more UCC financing or continuation statements, and amendments thereto, or any similar document, with respect to all or any part of the Collateral granted by the Borrower or the Lessee without the signature of the Borrower where permitted by Applicable Law. The Borrower shall prepare and file all necessary continuation statements (or such other similar documents) in order to maintain the perfection of the Security Trustee's security interest in the Collateral (taking into account whether a Mortgage Filing for any particular item was required). Without limiting the foregoing, the Borrower will, upon the reasonable request of the Security Trustee or any Lender, take at the Borrower's own cost and expense such other reasonable action necessary or advisable to:

- (i) grant more effectively the security interest in all or any portion of the Collateral;
- (ii) maintain or preserve the first perfected security interest of the Security Trustee in the Collateral or carry out more effectively the purposes hereof;
- (iii) perfect, publish notice of, or protect the validity of the security interest in the Collateral created by the Security Documents;
- (iv) perfect the Security Trustee's interest in the applicable Aircraft and Leases under the Cape Town Convention to the extent applicable and under any international perfection standards that may be adopted after the date of this Agreement to the extent practicable and without unreasonable cost;
- (v) preserve and defend its right, title and interest to the Collateral and the rights of the Security Trustee in such Collateral against the claims of all Persons (other than the Lenders or any Person claiming through any Lender); and
- (vi) pay any and all fees, taxes and other charges payable in connection with any financing statements which are required to be filed with any applicable Governmental Authority pursuant to this Agreement or any other Basic Document.

Section 1.9 **Inspection.** The Borrower will permit (and procure that the Lessee permits) the Administrative Agent (on behalf of the Lenders) or its designated representative(s) to inspect the Aircraft. Unless an Event of Default has occurred and is continuing, such inspections shall be no more often than one inspection per Aircraft per year on a walkaround basis without opening of panels [***] in each case subject to no disruption in operation of the Lessee, including Aircraft operations, and reasonable advance notice of such inspections being given to the Borrower and the Lessee. [***]

Section 1.10 **Insurance.** The Borrower will direct Lessee (a) to maintain insurances (i) in accordance with the related Lease with internationally recognized insurers who are in good standing in the US or London aviation insurance markets or with insurers of recognized standing in the leading primary international insurance markets who normally participate in aviation insurances, and (ii) which include an AVN67B endorsement or its US equivalent; (b) to name the Security Trustee as the sole loss payee under the hull insurance maintained under the related Lease; **provided that**, (i) in the event of a payment of insurance proceeds of not more than the Loss Proceeds Threshold (as defined in the related Lease), the Lessee may be paid such proceeds directly and in accordance with the terms of Schedule 6 of the related Lease unless a Material Default or an Event of Default has occurred and is continuing and (ii) if such insurance proceeds are in excess of the Loss Proceeds Threshold (as defined in the related Lease), all such proceeds shall be paid in accordance with Schedule 6 of the related Lease to the Security Trustee, as loss payee; **provided, further, however**, if the Security Trustee is entitled to hold any insurance proceeds otherwise payable to Lessee (or a repairer) under the related Lease due to the occurrence and continuance of a Specified Default or a Lease Event of Default under such Lease or due to the occurrence and continuance of a Material Default or an Event of Default, as applicable, then the Security Trustee shall hold such payment or collateral to secure, as applicable, Lessee's obligations under such Lease and/or the Borrower's obligation under the Basic Documents, as the case may be, and such amounts (1) if all existing and continuing Specified Defaults and Lease Events of Default under the Lease and Material Defaults and Events of Default, as applicable, are cured, the Security Trustee then shall make the relevant insurance proceeds payment to Lessee and (2) if not cured, the Security Trustee can apply such proceeds to the Lessee's obligations; (c) to name the Security Trustee, the Lenders as additional insureds under the liability insurances maintained under the related Lease; (d) to maintain hull insurance (including hull war risk insurance) at all times on an agreed value basis and in an amount [***] of the outstanding principal amount of the Loans in respect of each Aircraft and of a scope and coverage at least as comprehensive as LSW 555B (or any successor provision); (e) to maintain spares (property insurance on all Engines and Parts when not installed on the Aircraft for their full replacement value and including engine test and running risks) including war risks and allied perils; and (f) to maintain liability insurance (including liability war risk insurance) at all times in an amount not less than the greater of (i) the amount required under the related Lease and (ii) [***] with liability war risk insurance (including the FAA program, in the scope provided by AVN52E and AVN67B (or other language usual and customary in the international airline industry)) of a scope at least as comprehensive as AVN52D (or any successor provision). This liability insurance shall be maintained for a period of at least two years after the termination or expiry of the Loans under the Credit Agreement, or until the next major overhaul, whichever is shorter and will name the Loan Parties as additional insureds for such period. Deductibles and self-insurance shall be as provided in the Lease (but subject to prior approval by the Administrative Agent).

Section 1.11 **Citizen of the United States.** The Borrower is and shall remain a "citizen of the United States" within the meaning of Section 40102(a)(15) of the Act.

Section 1.12 **Cape Town Convention.** The Borrower ensure that the relevant Aircraft shall have the full benefit of the Cape Town Convention in connection with such Aircraft and leased to the Lessee, including (but not limited to): (A) any matters connected with registering,

perfecting, preserving and/or enhancing any international interest constituted by the lease of the relevant aircraft object and (B) excluding in writing the application of any non-mandatory provision of the Cape Town Convention to the extent such provision is inconsistent with the terms of the Lease, this Agreement or any other Basic Document. In this Section 9.12, the following terms have the following meanings: "international interest" has the meaning as expressed in the Cape Town Convention; "state" has the meaning as expressed in the Cape Town Convention; and "state in which Lessee is situated" shall be construed in accordance with the expression "state in which the debtor is situated in" as set out in Article 4 of the Cape Town Convention.

Section 1.13 Use of Proceeds. The Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the Loans to finance or refinance, as applicable, the acquisition of the Aircraft and for general corporate purposes of the Borrower and its Subsidiaries not in contravention of any law or of any Basic Document. The Borrower will not use the proceeds of any Drawing, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose.

Section 1.14 Sanctions; AML Laws; Anti-Corruption Laws.

(a) The proceeds of the Loans shall not, directly or indirectly, be used, or lent, or invested, contributed or otherwise made available to any Person: (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is the target of Sanctions; (ii) in any other manner that would result in a violation of Sanctions by any Obligor or any Loan Party (including any Person participating in the Loan); or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or AML Laws.

(b) No Obligor will, directly or indirectly, use the proceeds of any Loan, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person, (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Obligor or Loan Party (including any Person participating in any Loan).

(c) Each Obligor will, and will procure that each of its respective subsidiaries and Affiliates, will comply with all Sanctions and will not, knowingly having taken due care and attention, engage in any activity that could trigger a designation under any current Sanctions in force.

(d) No Obligor will, and will procure that none of its subsidiaries or Affiliates, will: (i) own, operate, possess, use, lease, dispose of or otherwise deal with, or procure or allow the ownership, operation, possession, use, leasing, disposal of or any other dealing with, an Aircraft or part of it for any purpose which would violate or cause any Loan Party or Obligor to violate any Sanctions; (ii) cause or permit any Aircraft to be habitually based in a country or territory that is a Sanctioned Country; (iii) cause or permit any Aircraft to be flown or operated in a country or territory that is a Sanctioned Country; (iv) cause or permit any Aircraft to be registered in a Sanctioned Country or used by or for the benefit of a Sanctioned Person; or (v) cause or permit any Aircraft to be operated by a permitted sublessee whose state of incorporation and/or principal place of business is in a Sanctioned Country and/or is a target of Sanctions.

(e) Each Obligor will take all actions necessary, or which may be reasonably required by the Administrative Agent, so as not to cause any Loan Party to violate any Sanctions.

(f) Each Obligor undertakes that it and its Subsidiaries, directors, officers, employees, Affiliates, agents and associated persons will: (i) conduct its business in compliance with all Anti-Corruption Laws and AML Laws and not engage (and has not engaged) in any activity or conduct in connection with the loan documents that would violate any Anti-Corruption Laws or AML Laws; (ii) maintain systems, controls, policies and procedures reasonably designed to promote and achieve on-going compliance with all Anti-Corruption Laws and AML Laws; and (iii) not directly or indirectly use the proceeds of any Loan for any purpose that would breach any Anti-Corruption Laws or AML Laws.

Article X

EVENTS OF DEFAULT

If one or more of the following events (herein called "**Events of Default**") shall occur and be continuing:

(a) any Obligor shall: (i) default in the payment of any principal of, interest on, or Breakage Loss in relation to any Loan when and as the same shall become due and payable and such default shall continue unremedied for a period [***] after the same shall become due; or (ii) default in the payment of any other amount payable hereunder or under the other Basic Documents and such default shall continue unremedied for a [***] after written notice of such non-payment or demand for such payment; or

(b) any Obligor shall fail to comply with [***]; or

(c) any representation, warranty or certification made or deemed made by any Obligor pursuant to [***].²¹ shall prove to have been incorrect in any material respect as of the time made or deemed to be made; or

(d) any representation, warranty or certification made or deemed made herein or in any other Basic Document (or in any modification or supplement hereto or thereto) by any Obligor, or in any certificate furnished to any Loan Party pursuant to the provisions hereof or thereof, shall prove to have been false or misleading as of the time made or furnished in any material respect and such incorrectness shall remain material and uncured for a period [***]; or

(e) the Borrower or any other Obligor shall fail to perform in any material respect any other covenant or condition under any Basic Document to which it is a party and such failure to perform, if curable, shall continue unremedied [***]; **provided that**, if such failure is not likely to have a materially adverse effect on the value of the Aircraft and the Obligors are diligently proceeding to cure such failure, no Event of Default shall exist [***]; or

(f) the Borrower Parent or Lessee shall default in the payment of any amount due under the Allegiant Guarantee Agreement or the Lessee Guarantee Agreement and such default shall continue unremedied for a period [***] after a demand for such payment has been made; or

(g) any Obligor shall admit in writing its inability or fail generally to pay its debts as they become due; or

(h) any Obligor shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, examiner or liquidator (or similar official)

of itself or of all or a substantial part of its Property, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the Bankruptcy Code or the bankruptcy laws of any other relevant jurisdiction, (iv) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement or winding-up, or composition or readjustment of debts, (v) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code or the bankruptcy laws of any other relevant jurisdiction or (vi) in the case of the Borrower or the Borrower Parent, take any corporate action for the purpose of effecting any of the foregoing; or

(i) a proceeding or case shall be commenced, without the application or consent of any Obligor, in any court of competent jurisdiction, seeking (i) its reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts, (ii) the appointment of a receiver, custodian, trustee, examiner, liquidator (or similar official) of such Obligor or of all or any substantial part of its Property, or (iii) similar relief in respect of such Obligor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of [***]; or an order for relief against such Obligor shall be entered in an involuntary case under the Bankruptcy Code or the bankruptcy laws of any other relevant jurisdiction; or

(j) [***]; or

(k) an ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in liability of any Obligor under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount that could reasonably be expected to have a Material Adverse Effect; or

(l) except for expiration (or release) in accordance with its terms, any of the Security Documents shall be terminated or shall cease to be in full force and effect, or shall fail to constitute a first priority (excluding Permitted Liens that are prior under Applicable Law) and perfected Lien on the related Collateral, for whatever reason and, if such condition can be remedied within [***] and Borrower is diligently proceeding to effect such remedy, such default shall continue unremedied for [***] from and after the Borrower receives written notice thereof from the Administrative Agent; or

(m) a Change of Control shall occur; or

(n) the Borrower shall fail to maintain insurance on the Aircraft in accordance with the Basic Documents; or

(o) [***]; or

(p) [***]; or

(q) the Allegiant Guarantee Agreement, the Lessee Guarantee Agreement or any Lease ceases to be in full force and effect; or

(r) any Obligor repudiates a Basic Document; or

(s) the Lessee ceases to hold a valid air carrier [***]; or

(t) any material provision of any Basic Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, ceases to be in full force and effect; or any Obligor contests in writing the validity or enforceability of any provision of any Basic Document; or any Obligor denies in writing that it has any or further liability or obligation under any Basic Document, or purports in writing to revoke, terminate or rescind any Basic Document;

THEREUPON: subject to the terms of the Agreement Among Lenders, ([***)

The Agents and the Lenders

Section 1.1 **Appointment, Powers and Immunities.**

(a) Each Lender hereby irrevocably appoints and authorizes BNP Paribas, and BNP Paribas hereby accepts such appointment, to act as its agent hereunder and under the other Basic Documents with such powers as are specifically delegated to the Administrative Agent by the terms of this Agreement, of the other Basic Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent (which term as used in this sentence and in Section 11.5 and the first sentence of Section 11.6 shall include reference to its Affiliates and its own and its Affiliates' officers, directors, employees and agents): (i) shall have no duties or responsibilities except those expressly set forth in this Agreement and the other Basic Documents, and shall not by reason of this Agreement or any other Basic Document be a trustee or fiduciary for any Lender; (ii) shall not be responsible to the Lenders for any recitals, statements, representations or warranties contained in this Agreement or in any other Basic Document, or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or any other Basic Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any other Basic Document or any other document referred to or provided for herein or therein or for any failure by the Borrower or any other Person to perform any of its obligations hereunder or thereunder; (iii) shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Basic Document except to the extent requested by the Required Lenders; and (iv) shall not be responsible for any action taken or omitted to be taken by it hereunder, under any other Basic Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. Information contained in reports and other publicly available information shall not constitute actual or constructive notice of such information contained therein in respect of the Administrative Agent. No provision of this Agreement or any other Basic Document shall be deemed to impose any duty on the Administrative Agent to take any action if such action is contrary to the terms hereof or is contrary to law. In no event shall the Administrative Agent be liable for the acts or omissions of any Obligor, Lender, the Security Trustee or any other Person. The Administrative Agent may deem and treat the payee of any Loan as the holder thereof for all purposes hereof unless and until a notice of the assignment or transfer thereof shall have been provided to the Administrative Agent, together with the consent of the Borrower to such assignment or transfer (to the extent provided in Section 12.7(b)).

(b) Each Lender hereby irrevocably appoints and authorizes Bank of Utah, and Bank of Utah hereby accepts such appointment, to act as its security trustee hereunder and under the other Basic Documents with such powers as are specifically delegated to the Security Trustee by the terms of this Agreement, of the other Basic Documents, together with such other powers as are reasonably incidental thereto. The Security Trustee (which term as used in this sentence and in Section 11.5 and the first sentence of Section 11.6 shall include reference to its

Affiliates and its own and its Affiliates' officers, directors, employees and agents): (i) shall have no duties or responsibilities except those expressly set forth in this Agreement and the other Basic Documents; (ii) shall not be responsible to the Lenders for any recitals, statements, representations or warranties contained in this Agreement or in any other Basic Document, or in any certificate or other document referred to or provided for in, or received by any of them under, this Agreement or any other Basic Document, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, any other Basic Document or any other document referred to or provided for herein or therein or for any failure by the Borrower or any other Person to perform any of its obligations hereunder or thereunder; (iii) shall not be required to initiate or conduct any litigation or collection proceedings hereunder or under any other Basic Document except to the extent requested by the Required Lenders; and (iv) shall not be responsible for any action taken or omitted to be taken by it hereunder, under any other Basic Document or under any other document or instrument referred to or provided for herein or therein or in connection herewith or therewith, except for its own gross negligence or willful misconduct, as determined by a court of competent jurisdiction by final and non-appealable judgment. The Security Trustee may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. Information contained in reports and other publicly available information shall not constitute actual or constructive notice of such information contained therein in respect of the Security Trustee. No provision of this Agreement or any other Basic Document shall be deemed to impose any duty on the Security Trustee to take any action if such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In no event shall the Security Trustee be liable for the acts or omissions of any Obligor, Lender, the Administrative Agent or any other Person. The Security Trustee may deem and treat the payee of any Loan as the holder thereof for all purposes hereof unless and until a notice of the assignment or transfer thereof shall have been provided to the Administrative Agent and the Security Trustee, together with the consent of the Borrower to such assignment or transfer (to the extent provided in Section 12.7(b)).

(c) Each Lender agrees that in any Insolvency Proceeding in respect of any Obligor, only the Administrative Agent (acting on the instructions of the Lenders in accordance with this Agreement and the Agreement Among Lenders) shall be entitled to vote on any plan of reorganization, file any proofs of claim and receive any distributions.

Section 1.2 Reliance by Agents. Each Agent shall be entitled to request and to rely, and shall be protected in acting or refraining from acting, upon any certification, notice or other communication (including any thereof by telephone, fax or email) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by such Agent. As to any matters not expressly provided for by this Agreement or any other Basic Document, each Agent shall in all cases be fully protected in refraining from acting hereunder and thereunder if has not received advice or concurrence of, or direction from, the Required Lenders (or, if specified in the applicable Basic Document, in accordance with the instructions given by all Lenders or any other instructing group of Lenders specified by the applicable Basic Document) as it deems appropriate or it shall have been indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it as a result of taking or continuing to take any such action. As to any matters not expressly provided for by this Agreement or any other Basic Document, each Agent shall in all cases be fully protected in acting, or in refraining from acting, hereunder or thereunder in accordance with instructions given by the Required Lenders (or, if specified in the applicable Basic Document, in accordance with the instructions given by all Lenders or any other instructing group of Lenders specified by the applicable Basic Document), and such instructions of the Lenders and any action taken or failure to act pursuant thereto shall be binding on all of the Lenders.

Section 1.3 **Defaults.** No Agent shall be deemed to have knowledge or notice of the occurrence of a Default or Event of Default (other than, in the case of the Administrative Agent, a Default of the type specified in Article X(a)(i)) unless an officer of such Agent has received notice from a Lender or the Borrower specifying such Default or Event of Default and stated that such notice is a "Notice of Default". In the event that any Agent receives such a notice of the occurrence of a Default or Event of Default, such Agent shall give prompt notice thereof to the Lenders (and the Administrative Agent shall give each Lender prompt notice of each Default of the type specified in Article X(a)(i)). Each Agent shall (subject to Section 11.7) take such action with respect to such Default or Event of Default as shall be directed by the Required Lenders, **provided that**, unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interest of the Lenders except to the extent that any Basic Document expressly requires that such action be taken, or not be taken, only with the consent or upon the authorization of the Required Lenders, or all of the Lenders. The Administrative Agent shall deliver to the Lenders a copy of any written declaration made pursuant to the last paragraph of Article X.

Section 1.4 **Rights as a Lender.** The Person serving as any Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as any Agent hereunder in its individual capacity. Such Person and its branches and Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Obligor or Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

Section 1.5 **Indemnification.** The Lenders agree to indemnify each Agent (to the extent not reimbursed by the Borrower hereunder, but without limiting the obligations of the Borrower to so reimburse the Agents), ratably in accordance with the aggregate principal amount of their respective Loans outstanding, or if no Loans are outstanding, ratably in accordance with their respective Credit Commitments, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against such Agent (including by any Lender) in any way relating to or arising out of this Agreement or any other Basic Document or any other documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby (including, without limitation, the costs and expenses which the Borrower is obligated to pay under Section 12.4 but excluding, unless a Default has occurred and is continuing, normal administrative costs and expenses incident to the performance of its agency duties hereunder) or the enforcement of any of the terms hereof or thereof or of any such other documents, **provided that** no Lender shall be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the party to be indemnified, as determined by a court of competent jurisdiction by final and non-appealable judgment.

Section 1.6 **Non-Reliance on Agents and Other Lenders.** Each Lender agrees that it has, independently and without reliance on any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis of the Borrower Parent and its Subsidiaries and decision to enter into this Agreement and that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis and decisions in taking or not taking action under this Agreement or any of the other Basic Documents. No Agent shall be required to keep itself informed as to the performance or observance by any Obligor of this Agreement, any of the other Basic Documents or any other document referred to or provided for herein or therein or to inspect the properties or books of the

Borrower Parent or any of its Subsidiaries. Except for notices, reports and other documents and information expressly required to be furnished to the Lenders by an Agent under this Agreement or the other Basic Documents, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the affairs, financial condition or business of any Obligor (or any of its Affiliates) which may come into the possession of such Agent.

Section 1.7 Failure to Act. Except for action expressly required of any Agent hereunder and under the other Basic Documents, such Agent shall in all cases be fully justified in failing or refusing to act hereunder and thereunder unless it shall receive further assurances to its satisfaction from the Lenders of their indemnification obligations under Section 11.5 hereof against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action.

Section 1.8 Resignation or Removal of an Agent. Subject to the appointment and acceptance of a successor Agent as provided below, (i) each Agent may resign at any time and (ii) the Required Lenders may remove any Agent by giving notice thereof to such Agent, the Lenders and the Borrower. Upon any such resignation or removal, the Required Lenders shall have the right to appoint a successor Administrative Agent and/or Security Trustee, **provided that** such successor Security Trustee or successor Administrative Agent is reasonably satisfactory to the Borrower (the Borrower's confirmation of satisfaction not to be unreasonably withheld or delayed). If no successor Agent shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation or the Required Lenders' removal of the relevant Agent (the "**Notice Date**"), then the retiring or removed Agent may, on behalf of the Lenders, appoint a successor Agent, **provided that** such successor Agent is reasonably satisfactory to the Borrower (the Borrower's confirmation of satisfaction not to be unreasonably withheld or delayed). Any successor Agent shall be (i) a Lender or (ii) if no Lender has accepted such appointment within 30 days after the Notice Date, a bank which has an office in the United States, with a combined capital and surplus of at least [***]. Upon the acceptance of any appointment as an Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the relevant retiring or removed Agent, and the relevant retiring or removed Agent shall be discharged from its duties and obligations hereunder. After any Agent's resignation or removal hereunder as Security Trustee or Administrative Agent (as the case may be), the provisions of this Article XI shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Security Trustee or Administrative Agent (as the case may be). The retiring Agent shall, at the pro rata cost of the Lenders, make available to the successor Agent such documents and records relating to its function as Administrative Agent or Security Trustee (as the case may be) under the Basic Documents and provide such assistance as the successor Agent may reasonably request for the purposes of transitioning its functions as Administrative Agent or Security Trustee (as the case may be) under the Basic Documents.

Section 1.9 Amendments under Basic Documents. Except as otherwise provided in Section 12.5, and subject to the Agreement Among Lenders, as between the Lenders and the Agents, no Agent may agree to any modification, supplement, waiver or amendment under any of the Basic Documents or (except as provided herein or in the Security Documents) cause the Security Trustee to release any collateral or otherwise terminate any Lien under any Basic Document providing for collateral security, or agree to additional obligations being secured by such collateral security (unless the Lien for such additional obligations shall be junior to the Lien in favor of the other obligations secured by such Basic Document), except that the Agents are hereby authorized, (i) to release any Lien covering Property which is the subject of a disposition of Property permitted hereunder or to which all the Lenders have consented; (ii) to the extent

otherwise provided herein or in any other Basic Document; and (iii) in connection with any action required of any Agent thereunder (e.g., release of Liens on an Engine substitution).

Section 1.10 **Covenants of the Security Trustee.** The Security Trustee agrees and covenants as to itself that, unless, in each case, an Event of Default shall have occurred and be continuing, it will not take, and it will not permit any Person lawfully claiming through or under it to take, any action inconsistent with Lessee's rights under a Lease or any other Basic Document to which Lessee is a party, or otherwise through its own actions or failure to observe its obligations hereunder or under any other Basic Document in any way interfere with or interrupt the quiet enjoyment of the use, operation and possession of any Aircraft, any Airframe or any Engine by Lessee or any permitted sublessee under any sublease then in effect and permitted by the terms of a Lease.

Article XI

MISCELLANEOUS.

Section 1.1 **Waiver.** No failure on the part of any Agent or any Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement or any Basic Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement or any Basic Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein and in the other Basic Documents are cumulative and not exclusive of any remedies provided by law.

Section 1.2 **Notices.** All notices, requests and other communications provided for herein and under the Security Documents (including, without limitation, any modifications of, or waivers or consents under, this Agreement) shall be given or made in writing (including, without limitation, by e-mail), delivered to the intended recipient at the "Address for Notices" specified in Schedule I, in any Loan/Commitment Assignment Agreement or, as to any party, at such other address as shall be designated by such party by notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by e-mail or personally delivered or, in the case of a notice sent by commercial courier or by hand, upon receipt, in each case given or addressed as aforesaid.

Section 1.3 **Platform.** The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the other Lenders by posting the Communications on the Platform. The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to the Borrower, any Lender or any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of communications through the Platform. "**Communications**" shall mean, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Basic Document or the transactions contemplated therein that is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Section 12.3, including through the Platform.

Section 1.4 **Expenses; Indemnity; Damage Waiver.**

(a) **Costs and Expenses.** The Borrower (or, in the case of (i)(A) below, the Borrower Parent) agrees to pay or reimburse Loan Parties for paying: (i) all fees, costs and expenses of the Loan Parties reasonably incurred by them in connection with [***]; (ii) all costs and expenses of the Administrative Agent, the Security Trustee and the Lenders (including, without limitation, legal fees) in connection with (A) any Event of Default and any enforcement or collection proceedings resulting therefrom or in connection with the negotiation of any restructuring or "workout" of the Borrower, the Borrower Parent or any other Obligor (whether or not consummated), or the renegotiation or restructuring of the obligations of the Borrower hereunder and (B) the enforcement of this Section 12.4; (iii) all costs, expenses, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by any Basic Document or any other document referred to therein. The Borrower agrees to pay all costs, expenses and other charges in respect of the upfront and ongoing fees and expenses of the Administrative Agent and the Security Trustee as separately agreed. Any amount owed by the Borrower under this Section shall be paid by it promptly after it has received an invoice or other document evidencing that an amount is due hereunder.

(b) **Indemnification by the Borrower.** The Borrower agrees to indemnify the Administrative Agent, the Security Trustee and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable and documented fees, charges and disbursements of any counsel for any Indemnatee, incurred by or asserted against any Indemnatee by any third party or any Obligor arising out of, in connection with, or as a result of [***].

(c) **Waiver of Consequential Damages, Etc.** To the extent permitted by Applicable Law, no Obligor shall assert, and the Borrower hereby waives on behalf of itself and each Obligor, any claim against the Administrative Agent, the Security Trustee and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called a "**Protected Person**"), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby, any Loan or the use of the proceeds thereof. No Protected Person shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Basic Documents or the transactions contemplated hereby or thereby.

(d) **Payments.** All amounts due under this Section 12.4 shall be payable promptly after written demand therefor.

Section 1.5 **Amendments, Etc.** Except as otherwise expressly set forth in this Agreement (including Section 3.2(e) and Section 3.4), and subject to the Agreement Among Lenders, no amendment or waiver of any provision of this Agreement or any other Basic Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing executed by the Borrower and the Required Lenders, and acknowledged by the Administrative Agent, or by the Borrower and the Administrative Agent with the consent of the Required Lenders, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; **provided that** no such amendment, waiver or consent shall:

[***]

provided, further, that no such amendment, waiver or consent shall amend, modify or otherwise affect the rights or duties hereunder or under any other Basic Document of any Agent, unless in writing executed by such Agent, in each case in addition to the Borrower, the Administrative Agent and the Lenders required above.

Section 1.6 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees.

Section 1.7 **Assignments and Participations.**

(a) The Borrower may not assign any of its rights or obligations hereunder without the prior written consent of all of the Lenders, the Administrative Agent and the Security Trustee (and any other attempted assignment or transfer by any party hereto shall be null and void) and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 12.7(b), (ii) by way of participation in accordance with the provisions of Section 12.7(c), or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 12.7(d). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 12.7(c) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Each Lender may assign or transfer its share of the Loans and its Credit Commitments in whole or in part, without the consent of the Borrower, **provided that**:

[***]

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 2.2(a) and subject to the Agreement Among Lenders, from and after the effective date specified in each Loan/Commitment Assignment Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Loan/Commitment Assignment Agreement, have the rights and obligations of a Lender under this Agreement and the other Basic Documents, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Loan/Commitment Assignment Agreement, be released from its obligations under this Agreement (and, in the case of a Loan/Commitment Assignment Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 5.1, Section 5.2, Section 5.3 and Section 12.4 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.7(b) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.7(c).

(c) Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person, or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "**Participant**") in all or a portion of such Lender's rights or obligations under this Agreement (including all or a portion of its Credit Commitment or the Loans owing to it); **provided that** (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and Lenders shall continue to deal

solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and (iv) the sale of the participation will not result in any Obligor violating Sanctions at the time of such sale solely by reason of such Person becoming a Participant. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 12.4(b) with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; **provided that** such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Section 5.1, Section 5.2 and Section 5.3 (subject to the requirements and limitations therein, including the requirements under Section 5.3(f) (it being understood that the documentation required under Section 5.3(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; **provided that** such Participant (A) agrees to be subject to the provisions of Section 5.1(e) and Section 5.3(g) as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 5.1 or Section 5.3, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and entitlements to stated interest) of each Participant's interest in the Loans or other obligations under the Basic Documents (the "**Participant Register**"); **provided that** no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Basic Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) In addition to the assignments and participations permitted under the foregoing provisions of this Section 12.7, any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; **provided that** no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) A Lender may furnish any information concerning any Obligor in the possession of such Lender from time to time to assignees and participants (including prospective assignees and participants), subject, however, to the provisions of Section 12.15.

Section 1.8 Survival. The obligations of the Borrower under Sections 5.1, 5.3 and 12.4 hereof and the obligations of the Lenders under Section 11.5 hereof shall survive the repayment of the Loans and the termination of the Credit Commitments. In addition, each representation and warranty made, or deemed to be made by a notice of any extension of credit, herein or pursuant hereto shall survive the making of such representation and warranty, and no

Lender shall be deemed to have waived, by reason of making any extension of credit hereunder, any Default which may arise by reason of such representation or warranty proving to have been false or misleading.

Section 1.9 **Captions.** The table of contents and captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 1.10 **Counterparts; Integration; Effectiveness.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement and the other Basic Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 7.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 1.11 **Electronic Execution of Basic Documents.** The words "execution," "signed," "signature," and words of like import in this Agreement and the other Basic Documents, including any Loan/Commitment Assignment Agreement, shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1.12 **Severability.** If any provision of this Agreement or the other Basic Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Basic Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 1.13 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. The Borrower, each Agent and each Lender each hereby submits to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in the Borough of Manhattan, New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Section 1.14 **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 1.15 Treatment of Certain Information; Confidentiality. Each party hereto agrees (on behalf of itself and each of its Affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with their customary procedures for handling confidential information of this nature and in accordance with safe and sound practices, the terms of this Agreement and the other Basic Documents and, in the case of each Loan Party, any nonpublic information supplied to it by the Borrower, the Lessee or the Borrower Parent pursuant to, and the terms of each of this Agreement, any Security Document and any document, agreement or instrument delivered in connection with the foregoing, **provided that** nothing herein shall limit the disclosure of any such information (i) to the extent required by statute, rule, regulation or judicial process, (ii) to counsel for any party hereto, (iii) to bank examiners, auditors or accountants, (iv) to prospective credit insurance providers so long as such providers have agreed to maintain confidentiality consistent with the foregoing, (v) to counterparties to any swap, derivative or other transaction under which payments are to be made by reference to the Agreement so long as such counterparties have agreed to maintain confidentiality consistent with the foregoing, (vi) to any Loan Party, (vii) in connection with any litigation relating to any of the Basic Documents to which any one or more of the Loan Parties is a party, (viii) to a subsidiary or Affiliate of such Lender if required to be so disclosed in accordance with the usual practice of such Lender, so long as such subsidiary or Affiliate is bound to maintain the confidentiality of such information on terms consistent with the foregoing, (ix) to the extent required to implement the terms hereof or (x) to any assignee or participant (or prospective assignee or participant) of any Lender so long as such assignee or participant (or prospective assignee or participant) first executes and delivers to the respective Lender a confidentiality agreement consistent with the foregoing.

Section 1.16 Obligors' Right to Deal with and Rely upon Administrative Agent. Notwithstanding anything else contained herein or any Security Document, the parties hereto agree that the Borrower shall: (a) provide to the Administrative Agent all information, notices and materials to be provided by the Borrower hereunder or thereunder, and the Administrative Agent shall distribute the same to the Lenders in accordance with the terms hereof and thereof and (b) deal with the Administrative Agent in respect of any disbursement under or any consent, waiver or amendment to or under this Agreement or any Security Document, it being understood and agreed that (i) the Borrower may contact the Lenders through the Administrative Agent, (ii) the Administrative Agent shall liaise with the Lenders with respect to gaining any necessary approval of the Required Lenders or all the Lenders, as the case may be, and (iii) unless it has knowledge to the contrary, the Borrower and each other Obligor shall be entitled to rely on any communication from the Administrative Agent that such communication has been authorized by the Required Lenders or all the Lenders, as the case may be, without the necessity for any further investigation or review by the Borrower.

Section 1.17 Investment Disclosure. The parties acknowledge that shares or investments in Permitted Investments are not obligations of Bank of Utah, or any parent or Affiliate of Bank of Utah, are not deposits and are not insured by the FDIC. The Security Trustee or its Affiliate may be compensated by mutual funds or other investments comprising Permitted Investments for services rendered in its capacity as investment advisor, or other service provider, and such compensation is both described in detail in the prospectuses for such funds or investments, and is in addition to the compensation, if any, paid to Bank of Utah in its capacity as Security Trustee hereunder. The parties agree that the Security Trustee shall not be responsible for any losses or diminution in the value of the funds held by it occurring as a result of the investment of such funds in accordance with the terms hereof.

Section 1.18 **Section 1110 Compliance.** The parties hereto agree that the transactions contemplated by the Basic Documents and the Lease are expressly intended to be, shall be, and should be construed so as to entitle the Security Trustee to the benefits and protection of Section 1110 of the Bankruptcy Code as further set forth in Section 8.20 hereof and in the Lessee Consent.

Section 1.19 **PATRIOT Act.** Each Lender subject to the PATRIOT Act hereby notifies the Borrower that, pursuant to the requirements of the PATRIOT Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the PATRIOT Act.

Section 1.20 **No Advisory or Fiduciary Responsibility.** In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Basic Document), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) no fiduciary, advisory or agency relationship between the Borrower and its Subsidiaries and any Loan Party is intended to be or has been created in respect of the transactions contemplated hereby or by the other Basic Documents, irrespective of whether any Loan Party has advised or is advising the Borrower or any Subsidiary on other matters, (ii) the arranging and other services regarding this Agreement provided by the Loan Parties (if any) are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and such Loan Parties, on the other hand, (iii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent that it has deemed appropriate and (iv) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Basic Documents; and (b) (i) each Loan Party is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person; (ii) no Loan Party has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Basic Documents; and (iii) the Loan Parties and their respective branches and Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and no Loan Party has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against any Loan Party with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 1.21 **Acknowledgement and Consent to Bail-In of Affected Financial Institutions.** Notwithstanding anything to the contrary in any Basic Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Basic Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder that may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Basic Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

Section 1.22 **Acknowledgement Regarding Any Supported QFCs.** To the extent that the Basic Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Basic Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Basic Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Basic Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section 12.22, the following terms have the following meanings:

(i) "**BHC Act Affiliate**" of a party shall mean an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

(ii) "**Covered Entity**" shall mean any of the following:

(A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b)

(B) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) **"Default Right"** shall have the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(iv) **"QFC"** shall have the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

* * *

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

SUNRISE ASSET MANAGEMENT, LLC,
as Borrower

By: /s/: Robert Neal
Name: Robert Neal
Title: President

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

BANK OF UTAH,
not in its individual capacity but solely as Security Trustee

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

BNP PARIBAS,
as Administrative Agent

By: /s/: Tim McNally
Name: Tim McNally
Title: Vice President

By: /s/: Ashan Avais
Name: Ashan Avais
Title: Director

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

LENDERS

BNP PARIBAS,
as a Series A Lender

By: /s/: Tim McNally
Name: Tim McNally
Title: Vice President

By: /s/: Ashan Avais
Name: Ashan Avais
Title: Director

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

JSA INTERNATIONAL U.S. HOLDINGS, LLC
as a Series B Lender

By: /s/: Sruti Prawash
Name: Sruti Prawash
Title: EVP & GC

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

[***]

Borrower:

Sunrise Asset Management, LLC
1201 N Town Center Drive
Las Vegas, NV 89144
United States of America

[***]

Series A Lenders:

BNP Paribas
787 7th Avenue
New York, NY 10019
United States of America

[***]

Series B Lenders:

JSA International U.S. Holdings, LLC
909 Montgomery Street, Suite 500
San Francisco, CA 94133
United States of America

[***]

Administrative Agent:

BNP Paribas
787 7th Avenue
New York, NY 10019
United States of America

[***]

Security Trustee:

Bank of Utah
50 South 200 East, Suite 110
Salt Lake City, UT 84111
United States of America

Schedule I [***]
CREDIT COMMITMENTS

Series A Loans

Series A Lender	Credit Commitment	Credit Commitment Percentage
BNP Paribas	[***]	[***]

Series B Loans

Series B Lender	Credit Commitment	Credit Commitment Percentage
JSA International U.S. Holdings, LLC	[***]	[***]

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

Schedule II

AIRCRAFT

Aircraft #	Aircraft Model	Aircraft MSN	YOM	Expected Drawdown Month	Appraised Value
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***
***	***	***	***	***	***

EXHIBIT A
FORM OF LOAN SUPPLEMENT

LOAN SUPPLEMENT NO. []

THIS LOAN SUPPLEMENT No. [] dated as of [], 20[] (this "**Loan Supplement**") is entered into among Sunrise Asset Management, LLC (the "**Borrower**") and BNP Paribas, in its capacity as administrative agent under the Credit Agreement (in such capacity, the "**Administrative Agent**").

The parties hereto, together with Bank of Utah, not in its individual capacity but solely as Security Trustee, and each Person party thereto from time to time as a Lender, have, *inter alios*, entered into that certain Credit Agreement, dated as of September 27, 2023 (the "**Credit Agreement**"), as amended from time to time, pursuant to which the Lenders have agreed to make Loans to the Borrower in respect of certain Aircraft.

This Loan Supplement is supplemental to the provisions of the Credit Agreement and relates to the Loans being made to [re]finance the purchase price of that certain [] model aircraft bearing manufacturer's serial number [], including two [] model Engines associated therewith bearing engine manufacturer's serial numbers [] and [].

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. **Loan.** This Loan Supplement relates to the Series [A/B] Loan being made by the Series [A/B] Lenders in respect of the Aircraft described above, in an amount of \$[]. The Loan is a [Fixed/Floating] Rate Loan.

3. **Payment Schedule.** Attached hereto as Schedule I is the repayment schedule for the principal of each Loan[calculated on the assumption of the Term SOFR being []% per annum in all Interest Periods of the Loan]¹. [The Fixed Rate applicable to the Loan is []% per annum.]²

4. **Supplement.** This Loan Supplement is supplemental to the Credit Agreement and the Loan referred to herein is made in accordance with and shall be regulated by the terms and conditions of the Credit Agreement and the other Basic Documents.

5. **Miscellaneous.** The provisions of Section 12.6 (*Successors and Assigns*), Section 12.10 (*Counterparts; Integration; Effectiveness*), Section 12.12 (*Severability*), Section 12.14 (*Governing Law; Submission to Jurisdiction*), Section 12.15 (*Waiver of Jury Trial*) and Section 12.16 (*Treatment of Certain Information; Confidentiality*) of the Credit Agreement are incorporated herein by reference as if the same were repeated herein in full, mutatis mutandis.

[signature page follows]

¹ Omit for Fixed Rate Loans.

² Omit for Floating Rate Loans.

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

SUNRISE ASSET MANAGEMENT, LLC,
as Borrower

By: __
Name:
Title:

BNP PARIBAS,
as Administrative Agent

By: __
Name:
Title:

[SIGNATURE PAGE TO THE CREDIT AGREEMENT]

Repayment Schedule

Payment Date (falling on or about)	Principal	[Interest] ³	Debt Outstanding
---------------------------------------	-----------	-------------------------	------------------

³ Omit for Floating Rate Loans.

EXHIBIT B
FORM OF NOTICE OF BORROWING

[date]

Re: Credit Agreement dated as of September 27, 2023 (the "**Credit Agreement**"), among, *inter alios*, Sunrise Asset Management, LLC, as Borrower, the lenders party thereto, as Lenders, BNP Paribas, as Administrative Agent and Bank of Utah, not in its individual capacity but solely as Security Trustee.

Dear Sirs:

Reference is made to the Credit Agreement; capitalized terms not otherwise defined herein shall have the meanings assigned to such terms therein. This is a Notice of Borrowing delivered pursuant to Section 7.2(a) of the Credit Agreement. The undersigned hereby:

1. Notifies the Administrative Agent that it seeks a Drawing on _____, 2023 (which is a Business Day) comprising Loans with the following particulars:

Loan Amount	Loan Series	Fixed or Floating Rate	Related Aircraft
\$[_____]	[Series A]/[Series B]	[Fixed Rate Loan]/[Floating Rate Loan]	Airframe MSN: [____] Engine MSNs: [____] Registration mark: [____] Lessee: Allegiant Air, LLC
\$[_____]	[Series A]/[Series B]	[Fixed Rate Loan]/[Floating Rate Loan]	Airframe MSN: [____] Engine MSNs: [____] Registration mark: [____] Lessee: Allegiant Air, LLC

2. Notifies the Administrative Agent that the initial Interest Period for such Drawing will end on _____, _____.

3. Notifies the Administrative Agent that the Drawing is to be paid [to settle any fees payable by the Borrower under any Fee Letter on the Drawing Date, with the remainder of the Drawing paid] into the following account of the Borrower:

Bank:
Account Name:
Account No.:
Routing/ABA No.:
Bank Swift No.:

4. Notifies the Administrative Agent that the Drawing is in respect of the Aircraft specified in the table in paragraph 1 above.

5. [***]

[***]

Sincerely yours,

SUNRISE ASSET MANAGEMENT, LLC

By: __
Name:
Title:

EXHIBIT C
FORM OF MORTGAGE

[attached]

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Exhibit C
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EXHIBIT D
FORM OF LESSEE CONSENT

[attached]

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EXHIBIT E

FORM OF LOAN/COMMITMENT ASSIGNMENT AGREEMENT

THIS LOAN/COMMITMENT ASSIGNMENT AGREEMENT (this "Assignment Agreement") between _____ (the "Assignor") and _____ (the "Assignee") is dated as of _____, 20____.

Reference is hereby made to that certain Credit Agreement (the "Credit Agreement"), dated as of September 27, 2023 among SUNRISE ASSET MANAGEMENT, LLC, as Borrower, the LENDERS party thereto, BNP PARIBAS, as Administrative Agent and BANK OF UTAH, not in its individual capacity but solely as Security Trustee. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

The Assignor and the Assignee hereby agree as follows:

1 **Assignment.** Subject to the terms and conditions of this Assignment Agreement, the Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes without recourse to the Assignor, a \$ _____ interest in and to the rights, benefits, indemnities and obligations of the Assignor under the Credit Agreement equal to _____% in respect of the Assignor's Series [A/B] [Loans] [Credit Commitment] (which represents _____% in respect of the aggregate Series [A/B] [Loans] [Credit Commitment]), as in effect immediately prior to the Effective Date (as hereinafter defined).

2. **Assignor's Representations and Warranties.** The Assignor (i) represents and warrants that (A) it is legally authorized to enter into this Assignment Agreement, and (B) as of the date hereof, its Credit Commitment is \$ _____, and the aggregate outstanding principal balance of its Loans equals \$ _____; (ii) makes no representation or warranty, express or implied, and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, any of the other Basic Documents or any of the Aircraft Related Agreements or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, the other Basic Documents, the Aircraft Related Agreements or any other instrument or document furnished pursuant thereto or the attachment, perfection or priority of any security interest or mortgage, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder, free and clear of any claim or encumbrance; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any of the Obligors or any of their respective Affiliates or any other Person primarily or secondarily liable in respect of their obligations under any of Basic Documents, or the performance or observance by any of the Obligors or any of their respective Affiliates or any other Person primarily or secondarily liable in respect of any of their obligations under any of the Basic Documents, or any of the Aircraft Related Agreements or any other instrument or document delivered or executed pursuant thereto.

3. **Assignee's Representations and Warranties.** The Assignee (i) represents and warrants that (A) it is duly and legally authorized to enter into this Assignment Agreement, (B) the execution, delivery and performance of this Assignment Agreement does not conflict with Applicable Law or any provision of the charter or by-laws or other constitutional documents of the Assignee, or of any agreement binding on the Assignee, (C) all acts, conditions and things required to be done and performed and to have occurred prior to the execution, delivery and performance of this Assignment Agreement, and to render the same the legal, valid and binding obligation of the Assignee, enforceable against it in accordance with its terms, have been done and performed and have occurred in due and strict compliance with all Applicable Laws; (ii) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements of the Borrower delivered pursuant to the terms of the Credit

Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (iii) agrees that it will, independently and without reliance upon the Assignor, any Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes the Administrative Agent and the Security Trustee to take such action as administrative agent and security trustee, respectively, on its behalf and to exercise such powers under the Credit Agreement and the other Basic Documents as are delegated to the Administrative Agent and the Security Trustee, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto; (v) [***] (vi) agrees to be bound by the provisions of Article XI of the Credit Agreement; (vii) agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; (viii) agrees to be bound by all provisions of the Credit Agreement applicable to a Lender; and (ix) [***].

4. **Effective Date.** The effective date for this Assignment Agreement shall be _____, 20____ (the "Effective Date"). Schedule II to the Credit Agreement shall be replaced by the Schedule II annexed hereto.

5. **Rights Under Credit Agreement.** Upon the execution and delivery of this Assignment Agreement by the Assignor and the Assignee and acceptance of this Assignment Agreement by the Administrative Agent and delivery of an executed copy of this Assignment Agreement to the Borrower and the Administrative Agent, from and after the Effective Date, (x) the Assignee shall be a party to the Credit Agreement and, to the extent of the portion of the Series [A/B] [Loans] [Credit Commitment] of the Assignor purchased by it, have the rights of a Lender under the Credit Agreement and (y) the Assignor shall, to the extent of the portion of its Series [A/B] [Loan] [Credit Commitment] so sold, relinquish its rights under the Credit Agreement (and, in the case of an assignment agreement covering all or the remaining portion of the Assignor's rights and obligations under the Credit Agreement, the Assignor shall cease to be a party to the Credit Agreement); **provided, however, that** the Assignor shall retain its rights to claim amounts pursuant to Sections 5.1 and 5.3 of the Credit Agreement with respect to any claims or actions arising prior to the Effective Date for a period of 90 days after the Effective Date but only to the extent such amounts would be payable to the Assignor if it remained a Lender.

6. **Payments.** Upon such acceptance of this Assignment Agreement by the Administrative Agent and satisfaction of the other conditions to the Assignee becoming a party to the Credit Agreement under Section 5, the Administrative Agent shall make all payments in respect of the rights and interests assigned hereby (including payments of principal, interest, fees and other amounts) to the Assignee. The Assignor and the Assignee shall make any appropriate adjustments in payments for periods prior to the Effective Date by the Administrative Agent or with respect to the making of this Assignment Agreement directly between themselves.

7. **Governing Law.** This Assignment Agreement shall be governed by and construed in accordance with the law of the State of New York.

8. **Waiver of Jury Trial.** THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS ASSIGNMENT AND ACCEPTANCE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

9. **Third Party Beneficiary.** The Borrower shall be a third party beneficiary of this Assignment Agreement.

10. **Notices.** The address of the Assignee for purposes of Section 12.2 the Credit Agreement is:

Attn:

--

Tel:

--

Fax:

--

unless changed in accordance with the terms thereof.

11. **Counterparts.** This Assignment Agreement may be executed in any number of counterparts which shall together constitute but one and the same agreement.

* * *

IN WITNESS WHEREOF, intending to be legally bound, each of the undersigned has caused this Assignment Agreement to be executed on its behalf by its officer thereunto duly authorized, as of the date first above written.

[THE ASSIGNOR]

By: __
Name:
Title:

[THE ASSIGNEE]

By: __
Name:
Title:

ACCEPTED BY:

BNP PARIBAS, as Administrative Agent

By: __
Name:
Title:

By: __
Name:
Title:

EXHIBIT F
FORM OF ALLEGIANT GUARANTEE AGREEMENT

[attached]

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Exhibit F
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EXHIBIT G
FORM OF LESSEE GUARANTEE AGREEMENT
[attached]

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Exhibit G
Page 1

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EXHIBIT H-1

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among [], and each lender from time to time party thereto.

Pursuant to the provisions of Section 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) in respect of which it is providing this certificate, (ii) it is not a "bank" described in Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT H-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among [], and each lender from time to time party thereto.

Pursuant to the provisions of Section 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a "bank" described in Section 881(c)(3)(A) of the Code, (iii) it is not a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT H-3

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among [], and each lender from time to time party thereto.

Pursuant to the provisions of Section 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

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

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

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

EXHIBIT H-4

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

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

Reference is hereby made to the Credit Agreement dated as of [] (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among [], and each lender from time to time party thereto.

Pursuant to the provisions of Section 5.3 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Basic Document, neither the undersigned nor any of its direct or indirect partners/members is a "bank" extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

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

[NAME OF LENDER]

By: _____

Name:

Title:

Date: _____, 20[]

*[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE US LLP

EXECUTION VERSION

DATED AS OF SEPTEMBER 27, 2023

AMONG

SUNRISE ASSET MANAGEMENT, LLC,
as Mortgagor,

BANK OF UTAH,
as Account Bank,

AND

BANK OF UTAH,
not in its individual capacity but solely as Security Trustee,
as Mortgagee

MORTGAGE AND SECURITY AGREEMENT

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Exhibit A - Form of Mortgage and Security Agreement Supplement

MORTGAGE AND SECURITY AGREEMENT, dated as of September 27, 2023 (this "**Mortgage**"), between SUNRISE ASSET MANAGEMENT, LLC, a Nevada limited liability company (the "**Mortgagor**"), and BANK OF UTAH, as the holder and debtor in respect of the below-defined Collection Account (the "**Account Bank**"), and BANK OF UTAH, not in its individual capacity but solely as security trustee for the benefit of the Secured Parties (together with its successors and assigns in such capacity, the "**Mortgagee**").

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

WHEREAS, the Mortgagor, as borrower, has entered into that certain Credit Agreement, dated as of the date hereof (the "**Credit Agreement**"), between, amongst others, BNP Paribas as administrative agent (the "**Administrative Agent**"), the Lenders party thereto, and the Mortgagee;

WHEREAS, pursuant to the Credit Agreement, the Mortgagor will borrow Loans from the Lenders, the proceeds of which will be used by the Mortgagor, among other things, to finance or refinance the purchase of the Aircraft;

WHEREAS, the Mortgagor desires by this Mortgage, among other things, to grant to the Mortgagee a first-priority Lien on the Collateral in accordance with the terms hereof, as security for the Obligations; and

WHEREAS, subject to the execution and delivery by the Mortgagor of a Mortgage Supplement, all things necessary to make this Mortgage the valid, binding and legal obligation of the Mortgagor for the uses and purposes herein set forth, in accordance with its terms, have been done and performed and have happened.

GRANTING CLAUSE

NOW, THEREFORE, THIS MORTGAGE AND SECURITY AGREEMENT WITNESSETH that, to secure (A) the payment of the principal of, Breakage Loss, if any, interest on, Prepayment Fee, and all other fees and amounts due with respect to, all Loans from time to time outstanding according to their tenor and effect, and to secure the performance and observance by the Mortgagor of the covenants and provisions contained herein and in the Credit Agreement and the other Basic Documents to which the Mortgagor is a party, (B) the performance and observance by the Lessee of the Lessee's obligations under each Lease, (C) the payment by the Mortgagor of all other amounts owing by the Mortgagor under the Credit Agreement and the other Basic Documents to which the Mortgagor is a party and (D) obligations owed by Lessee under the Lessee Guarantee Agreement (collectively, the "**Obligations**"), and in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged, by its execution and delivery of a Mortgage Supplement, the Mortgagor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Mortgagee, its successors and assigns, for the security and benefit of the Secured Parties, a security interest in and mortgage Lien on all right, title and interest of the Mortgagor in, to and under the following property, rights and privileges (which collectively, excluding Excluded Payments, but including all property hereafter specifically subjected to the Lien of this Mortgage by the terms hereof or any mortgage supplemental hereto, are included within the Collateral and are referred to as the "**Collateral**"):

(1) each Aircraft and other equipment more particularly described in each Mortgage Supplement to be executed and delivered as provided in this Mortgage (each of which, if

constituting an Engine related thereto, is an engine of 1750 or more rated takeoff horsepower or the equivalent of such horsepower) as the same is now and will hereafter be constituted, whether now owned by the Mortgagor or hereafter acquired and subjected to the Lien hereof, or leased or intended to be leased under any Lease, and in the case of the Engines, whether or not any such Engine shall be installed in or attached to the related Airframe, together with (a) all Parts of whatever nature, which are from time to time incorporated or installed in or attached to such Aircraft and such Parts whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations thereto (other than additions, improvements, accessions and accumulations which constitute appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment excluded from the definition of Parts) and (b) all Aircraft Documentation relating thereto;

(2) any lease of the Aircraft described in the preceding clause (1), including any lease identified in a Mortgage Supplement, including, but not limited to, (x) all rents or other amounts or payments of any kind paid or payable by the lessee under such lease (including, but not limited to, all claims for damages or other sums arising upon loss of use of or requisition of title or use of, such Aircraft (or any part thereof) at any time subject to such lease or upon any event of default specified therein (hereinafter referred to as a "**Lease Event of Default**")) with respect to such lease, if any, whether cash, or in the nature of a guarantee, letter of credit, credit insurance, lien on or security interest in property or otherwise for the obligations of the lessee thereunder as well as all rights of the Mortgagor to enforce payment of any such rents, amounts or payments, (y) all rights of the Mortgagor to exercise any election or option to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of such lease, as well as the rights, powers and remedies on the part of the Mortgagor, whether acting under such lease or by statute or at law or in equity, or otherwise, including all rights, if any, of Mortgagor under Section 1110 of the Bankruptcy Code, arising out of any default under such lease and (z) any right to restitution from the Lessee under such lease in respect of any determination of invalidity of such lease;

(3) any Bills of Sale relating to the Aircraft; together with all rights, powers, privileges, licenses, easements, options and other benefits of the Mortgagor under each contract, agreement and instrument referred to in this clause (3), including, without limitation, the right to receive and collect all payments to the Mortgagor thereunder now or hereafter payable to or receivable by the Mortgagor pursuant thereto and the right of the Mortgagor to execute any election or option or to give any notice, consent, waiver or approval, to receive notices and other instruments or communications, or to take any other action under or in respect of any thereof or to take such action upon the occurrence of a default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which the Mortgagor is or may be entitled to do thereunder and any right to restitution from any lessee or any other Person in respect of any determination of invalidity of any thereof;

(4) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of this Mortgage (excluding any revenue derived from the carriage of persons or property) including all payments or proceeds payable to the Mortgagor after termination of any Lease with respect to such Aircraft as the result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

(5) without limiting the generality of the foregoing, all insurance and requisition proceeds with respect to such Aircraft or any part thereof, including but not limited to the required insurances under any Lease;

(6) without limiting the generality of the foregoing, all warranties, service contracts and overhaul agency agreements and all agreements of any subcontractor, supplier or vendor, and any and all other warranties, service contracts, product agreements in respect of the Aircraft and any Engine or part thereof, whether now existing or hereafter acquired, in each case, to the extent of Mortgagor's rights therein, to the extent assignable and enforceable, and to the extent not assigned to a lessee;

(7) without limiting the generality of the foregoing, all monies and securities from time to time deposited or required to be deposited with the Mortgagee pursuant to any terms of this Mortgage, the Credit Agreement or any lease or required hereby or by any lease to be held by the Mortgagee hereunder as security for the obligations of any lessee under any lease or of the Mortgagor hereunder, including the Collection Account (and all Permitted Investments and cash and other amounts credited thereto); and

(8) all proceeds of the foregoing;

excluding, however, all Excluded Payments and the right to specifically enforce the same or to sue for damages for the breach thereof as provided in the definition of "**Excluded Payments**", as the case may be.

The foregoing security assignment is subject to the provisions of Section 4.1 hereof.

Concurrently with the delivery of a Mortgage Supplement, the Mortgagor shall deliver to the Mortgagee the original executed Chattel Paper counterpart of each Lease as defined thereunder, including all amendments and letter agreements thereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Mortgagee, and its successors and assigns forever, for the equal and proportionate benefit and security of the Secured Parties, without (subject to the terms hereof) any preference, distinction or priority of any one over any other by reason of priority of time of issue, sale, negotiation, date of maturity thereof or otherwise for any reason whatsoever, and for the uses and purposes and in all cases, subject to the terms and provisions set forth in this Mortgage.

It is expressly agreed that anything herein contained to the contrary notwithstanding, (i) the Mortgagor shall remain liable as "Lessor" under each Lease and remain liable to perform its obligations under all Lease-related documentation and all other documents and instruments relating to the Leases and the Basic Documents and described in the granting clause (for the Mortgagor, its "**Assigned Agreements**") to perform all of its obligations thereunder to the same extent as if this Mortgage had not been executed, and nothing in any Assigned Agreement or this Mortgage shall relieve the Mortgagor of any of its obligations under the Assigned Agreements, (ii) neither the Mortgagee nor any Secured Party shall have any obligation or liability under any Assigned Agreement by reason of or arising out of this security assignment, nor shall the Mortgagee or any Secured Party be required or obligated in any manner to perform or fulfill any obligation of the Mortgagor under or pursuant to any Assigned Agreement, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or to take any other action to collect or enforce the payment of any amounts to which it or they may be entitled hereunder at any time or times and (iii) at any time when an Event of Default has occurred and is continuing and subject to the terms and conditions of this Mortgage and the other Basic Documents, at the Mortgagee's option, the Mortgagee may perform, or cause to be performed, all or any part of the obligations and agreements of the Mortgagor under any Assigned Agreement without releasing the Mortgagor therefrom; **provided, however**, the Mortgagee shall take any and all such actions in accordance with the terms and provisions of such Assigned Agreements.

The Mortgagor does hereby constitute and appoint the Mortgagee the true and lawful attorney of the Mortgagor, irrevocably, granted for good and valuable consideration and coupled with an interest and with full power of substitution, and with full power (in the name of the Mortgagor or otherwise), during the continuance of an Event of Default and subject to Section 3.1 hereof, to ask for, require, demand, receive, compound and give acquittance for any and all monies and claims for monies (in each case including insurance and requisition proceeds but in all cases excluding Excluded Payments) due and to become due under or arising out of any of the Basic Documents and/or the Leases, and all other property which now or hereafter constitutes part of the Collateral, to endorse any checks or other instruments or orders in connection therewith and to file any claims or to take any action or to institute any proceedings which the Mortgagee may deem to be necessary or advisable in the premises. Without limiting the generality of the foregoing, but subject to Section 3.1 hereof, during the continuance of any Event of Default under this Mortgage, the Mortgagee shall have the right under such power of attorney to accept any offer in connection with the exercise of remedies as set forth herein of any purchaser to purchase the Airframe and Engines, and upon such purchase to execute and deliver in the name of and on behalf of the Mortgagor an appropriate bill of sale and other instruments of transfer relating to the Airframe and Engines in respect thereof, when purchased by such purchaser, and to perform all other necessary or appropriate acts with respect to any such purchase, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Mortgagor or otherwise, which the Mortgagee may deem necessary or appropriate to protect and preserve the right, title and interest of the Mortgagee in and to such Rents and other sums and the security intended to be afforded hereby; **provided that** no action of the Mortgagee pursuant to this paragraph shall increase the obligations or liabilities of the Mortgagor to any Person beyond those obligations and liabilities specifically set forth in this Mortgage, the Leases and the other Basic Documents. The Mortgagor shall direct the Lessee, so long as this Mortgage shall not have been fully discharged, to make all payments of Collections (other than Scheduled Payments (unless there exists a continuing Event of Default) and Excluded Payments) to the Collection Account for application as provided in this Mortgage. The Mortgagor agrees that promptly upon receipt thereof, it will transfer to the Mortgagee any and all monies from time to time received by it constituting part of the Collateral and which it is not otherwise entitled to receive or hold hereunder, for distribution by the Mortgagee pursuant to this Mortgage.

The Mortgagor agrees that at any time and from time to time, upon the written request of the Mortgagee, it will promptly and duly execute and deliver or cause to be duly executed and delivered any and all such further instruments and documents as the Mortgagee may reasonably deem necessary or desirable to perfect, preserve or protect the mortgage, security interests and assignments created or intended to be created hereby or to obtain for the Mortgagee the full benefits of the security assignment hereunder and of the rights and powers herein granted. The Mortgagor will provide to the Mortgagee an irrevocable deregistration and export request authorization (as contemplated by Article XIII of the Protocol) for each Aircraft if applicable in such Aircraft's State of Registration from time to time.

The Mortgagor does hereby warrant and represent that it has not assigned or pledged, and hereby covenants and agrees that it will not assign or pledge, so long as the security assignment hereunder shall remain in effect, and the lien hereof shall not have been released pursuant to Section 6.1, any of its right, title or interest hereby assigned, to anyone other than the Mortgagee except as otherwise expressly provided herein or in any Basic Document.

It is hereby further agreed that any and all property described or referred to in the granting clauses hereof which is hereafter acquired and, if required, subjected to the Lien hereof by the Mortgagor shall ipso facto, and without any further conveyance, assignment or act on the part of the Mortgagor or the Mortgagee, become and be subject to the lien and security interest herein granted as fully and completely as though specifically described herein, but nothing

contained in this paragraph shall be deemed to modify or change the obligations of the Mortgagor contained in the foregoing paragraphs.

Notwithstanding the granting clause or any of the preceding paragraphs, there is hereby excluded from the foregoing sale, transfer, assignment, grant, pledge and security interest all Excluded Payments.

IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto as follows:

Article I

DEFINITIONS; MORTGAGE SUPPLEMENTS

Section 1.1 **Reference to Other Documents.** For all purposes of this Mortgage the terms used herein in capitalized form but not defined herein are used as defined in the Credit Agreement.

Section 1.2 **Mortgage Supplements.** The Mortgagor and the Mortgagee shall enter into a Mortgage Supplement substantially in the form of Exhibit A attached hereto (the "**Mortgage Supplement**") for each Aircraft, in order to subject the Mortgagor and its related Aircraft and Lease described therein to the terms of this Mortgage. Each Mortgage Supplement shall incorporate therein all of the terms and conditions of this Mortgage and shall constitute a part of this Mortgage to the same extent as if the provisions hereof were set forth in full therein; **provided that** the terms of any Mortgage Supplement shall control, as to the Aircraft and Lease described in such Mortgage Supplement, over any inconsistent terms elsewhere in this Mortgage.

Article II

RECEIPT, DISTRIBUTION AND APPLICATION OF INCOME FROM THE COLLATERAL

Section 1.1 **Events of Loss; Dispositions; Etc.** Except as otherwise provided in Section 2.2, any payments with respect to (i) any Aircraft as the result of an Event of Loss with respect to an Airframe or (ii) any Disposition, including all Casualty Proceeds and Sales Proceeds, shall be deposited in the Collection Account and, at such time such amount is required to be applied pursuant to Section 2.10 of the Credit Agreement, applied, together with the net earnings thereon, to the prepayment of the Loans in respect of such Aircraft and to all other amounts then payable hereunder by promptly, without delay, applying such funds:

- First,* to reimburse the Mortgagee and the Secured Parties for any reasonable out-of-pocket costs or expenses, if any (including any reasonable legal fees and expenses), incurred in connection with such prepayment;
- Second,* as provided in clause "second" of Section 2.2 herein to the extent then due and payable under Section 2.10 of the Credit Agreement with respect to the Loans in respect of such Aircraft; and
- Third,* the balance, if any, of such amounts remaining thereafter shall, so long as no Event of Default is continuing, be distributed to or at the direction of the Mortgagor.

Section 1.2 **Payments after Event of Default.** Subject to the Agreement Among Lenders, all payments received and amounts held or realized by the Mortgagee (including any amounts realized by the Mortgagee from the exercise of any remedies pursuant to the Credit Agreement, a Lease or Article III hereof) after an Event of Default shall have occurred and be continuing, as well as all payments or amounts then held in the Collection Account as part of the Collateral, shall be applied as follows upon receipt by the Mortgagee of written instructions from the Administrative Agent setting forth the amounts to be distributed pursuant to clauses *first* through *third* below:

- First,* so much of such payments or amounts as shall be required to reimburse the Mortgagee for any Taxes (excluding any Excluded Taxes), expense or other loss (including, without limitation, all amounts to be expended at the expense of, or charged upon the tolls, rents, revenues, issues, products and profits of, the property included in the Collateral) incurred by the Mortgagee (to the extent not previously reimbursed), the expenses of any sale, taking or other proceeding, attorneys' fees and expenses, court costs and any other expenditures incurred or expenditures or advances made by the Mortgagee or advances made by any Secured Party to the Mortgagee in the protection, exercise or enforcement of any right, power or remedy by the Mortgagee, upon such Event of Default shall be applied by the Mortgagee in reimbursement of such expenses and any other expenses for which Mortgagee is entitled to reimbursement under any Basic Document;
- Second,* so much of such payments or amounts remaining as shall be required to pay in full the aggregate unpaid principal amount of the Loans outstanding under the Credit Agreement, the accrued but unpaid interest thereon, the aggregate Breakage Loss, if any, Prepayment Fee (if applicable) and all other Obligations to the date of distribution; and
- Third,* the balance, if any, of such payments or amounts remaining thereafter shall, so long as no Event of Default is continuing, be distributed to or at the direction of the Mortgagor.

Section 1.3 **Certain Payments.**

- (a) Any payments received by the Mortgagee for which no provision as to the application thereof is made in this Mortgage and for which such provision is made in a Lease, the Credit Agreement or any other Basic Document shall be applied forthwith to the purpose for which such payment was made in accordance with the terms of such Lease, the Credit Agreement or such other Basic Document, as the case may be.
- (b) Notwithstanding anything to the contrary contained in this Article II, any payments received by the Mortgagee which constitute Excluded Payments shall be distributed promptly upon receipt directly to the Person or Persons entitled thereto.
- (c) The Mortgagee will make the distributions required by this Article II.
- (d) Subject to Section 4.2 of the Credit Agreement, the Mortgagee, acting at the direction of the Lenders, may, as to any amount payable to the Mortgagee for application

under any level of the waterfalls in Sections 2.1 and 2.2 to the Loans, apply monies received under such level to such obligations as relates to the various Loans as shall be so directed.

Section 1.4 Other Payments.

(a) Except as otherwise provided in Section 2.2 or 2.3, any payments received by the Mortgagee for which no provision as to the application thereof is made in a Lease, the Credit Agreement, elsewhere in this Mortgage or in any other Basic Document shall be distributed to the extent received or realized at any time after payment in full of all Obligations, in the following order of priority:

- First,* so much of such amounts as shall be required to pay any reasonable fees, expenses or any other outstanding amounts, if any, then due and owing to the Mortgagee pursuant to the terms of any Basic Document; and
- Second,* the balance, if any, of such payments or amounts remaining thereafter shall be distributed to or at the direction of the Mortgagor.

Section 1.5 Excluded Payments. All payments received by the Mortgagee which are Excluded Payments are not part of the Collateral and shall promptly be paid over by the Mortgagee to the Mortgagor or other Person owed such amounts.

Section 1.6 Collection Account.

(a) The Mortgagee hereby establishes a cash collateral account, being bank [***] maintained at the Account Bank (the "**Collection Account**") in the name of and under the control of the Mortgagee into which there shall be deposited, at the direction of the Mortgagee, from time to time the Collections. The balance from time to time in the Collection Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Obligations until applied as herein provided. The balance from time to time in the Collection Account shall be subject to withdrawal only as provided herein. Subject to Sections 3.2 and 4.1(e) below, the Mortgagor shall have the right to receive all rents (including Rent), all amounts payable to the "Lessor" under the relevant Lease, and payments included in Excluded Payments, if any, under the relevant Lease.

(b) Any monies held in the Collection Account shall, until paid to the Mortgagor or otherwise applied in accordance with the terms hereof or the terms of the other Basic Documents, be invested by the Mortgagee as the Mortgagor may from time to time direct in writing (or orally and confirmed in writing) (it being understood that absent such a direction, there shall be no obligation to invest such monies) in Permitted Investments. There shall be promptly remitted to the Collection Account any gain (including interest received) realized as a result of any such investment (net of any, fees, commissions and other expenses, if any, incurred in connection with such investment or owed to the Mortgagee or any Secured Party under the Basic Documents), which gain shall be paid monthly by the Mortgagee to the Mortgagor.

(c) The Mortgagor shall take all actions necessary or reasonably requested by the Mortgagee to enable the Mortgagee at all times to maintain "control" (within the meaning of the applicable UCC) of, to the extent required to "perfect" (within the meaning of the UCC) the security interest in respect of, the Collection Account. The Account Bank represents, warrants and agrees that it is a "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC)

in respect of the Collection Account. The Account Bank will maintain the Collection Account as a "securities account" as such term is defined in Section 8-501(a) of the New York UCC with the Mortgagor as an "entitlement holder," and the Account Bank agrees that (a) the State of New York shall be deemed to be the "securities intermediary's jurisdiction" for purposes of the UCC (including, without limitation, Section 8-110 thereof), (b) it will comply with "entitlement orders" (as defined in Section 8-102(a)(8) of the UCC) originated by the Mortgagee without further consent by the Mortgagor and (c) each item of property (whether cash, a security, an instrument or any other property whatsoever, including all Permitted Investments) credited to the Collection Account shall be treated as a "financial asset" under Article 8 of the UCC. The Account Bank waives any claim or lien against the Collection Account it may have, by operation of law or otherwise, for any amount owed to it by the Mortgagor. The Mortgagor acknowledges that, following an Event of Default, the Mortgagee shall have the sole right and discretion, subject always to the terms of this Mortgage, to give all "entitlement orders" (as defined in Section 8-102(a)(8) of the New York UCC) with respect to the Collection Account and any and all financial assets and other property credited thereto to the exclusion of the Mortgagor.

Article III

REMEDIES

Section 1.1 Remedies.

(a) If an Event of Default shall have occurred and be continuing and so long as the same shall continue unremedied, then, and in every such case, the Mortgagee may at the instruction of the Required Lenders (subject to the Agreement Among Lenders) exercise any or all of the rights and powers and pursue any and all of the remedies pursuant to this Article III or any other Security Document (to the extent provided therein) and shall have and may exercise all of the rights and remedies of a secured party under the UCC and, to the extent applicable, the Cape Town Convention, whether or not a Lease Event of Default has occurred and is continuing, terminate any or all of the Leases and may exercise any and all of the remedies pursuant to the relevant Lease, and may take possession of all or any part of the properties covered or intended to be covered by the lien and security interest created hereby or pursuant hereto and may exclude the Mortgagor and the Lessee and all persons claiming under any of them wholly or partly therefrom. Without limiting any of the foregoing, it is understood and agreed that the Mortgagee may exercise any right of sale of the Aircraft available to it, even though it shall not have taken possession of the Aircraft and shall not have possession thereof at the time of such sale.

(b) The Lenders shall be entitled, at any sale pursuant to this Article III, to credit against any purchase price bid at such sale all or any part of the unpaid obligations owing to such Persons and secured by the lien of this Mortgage to the extent such sums would be paid in cash to such Persons under Section 2.2 hereof. In connection with any such sale, the Mortgagee agrees to provide Mortgagor and the Lenders with [***] prior written notice of such sale, which notice shall, for the purposes of the UCC in effect in any applicable jurisdiction, be deemed to be commercially reasonable.

Section 1.2 Taking Possession of Aircraft, Etc.

(a) If an Event of Default shall have occurred and be continuing and the Mortgagee is otherwise entitled to exercise remedies pursuant to the terms of Section 3.1 hereof, at the request of the Mortgagee, the Mortgagor agrees that it shall promptly execute and deliver to the Mortgagee such instruments of title and other documents as the Mortgagee may deem necessary or advisable to enable the Mortgagee or an agent or representative designated by the Mortgagee, at such time or times and place or places as the Mortgagee may specify, to obtain possession of all or any part of the Collateral to which the Mortgagee shall at the time be entitled

hereunder. If the Mortgagor shall for any reason fail to execute and deliver such instruments and documents after such request by the Mortgagee, the Mortgagee may:

(i) obtain a judgment conferring on the Mortgagee the right to immediate possession and requiring the Mortgagor to execute and deliver such instruments and documents to the Mortgagee, to the entry of which judgment the Mortgagor hereby specifically consents to the fullest extent permitted by law; and

(ii) pursue all or part of such Collateral wherever it may be found and may (subject to applicable law) enter any of the premises of Lessee wherever such Collateral may be or be supposed to be and search for such Collateral and take possession of and remove such Collateral.

All expenses of obtaining such judgment or of pursuing, searching for and taking such property shall, until paid, be secured by the lien of this Mortgage.

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

Section 1.3 **Remedies Cumulative.** Each and every right, power and remedy given to the Mortgagee specifically or otherwise in this Mortgage shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of the Mortgagor or Lessee or to be an acquiescence therein.

Section 1.4 **Discontinuance of Proceedings.** In case the Mortgagee shall have instituted any proceeding to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Mortgagee, then and in every such case the Mortgagor, the Mortgagee and Lessees shall, subject to any determination in such proceedings, be restored to their former positions and rights hereunder with respect to the Collateral, and all rights, remedies and powers of the Mortgagee shall continue as if no such proceedings had been instituted.

Section 1.5 **Waiver of Past Defaults.** The Mortgagee may at the instruction of the Required Lenders waive any past default hereunder and its consequences and upon any such waiver such default shall cease to exist and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Mortgage, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 1.6 **Appointment of Receiver.** The Mortgagee shall, as a matter of right, be entitled to the appointment of a receiver (who may be the Mortgagee or any successor or nominee thereof) for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or the taking of possession thereof or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any receiver appointed for all or any part of the Collateral shall be entitled to exercise all the rights and powers of the Mortgagee with respect to the Collateral.

Section 1.7 **Mortgagee Authorized to Execute Bills of Sale, Etc.** The Mortgagor irrevocably appoints the Mortgagee the true and lawful attorney-in-fact of the Mortgagor in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery permitted hereby for the enforcement of the lien of this Mortgage, whether pursuant to foreclosure or power of sale, assignments and other instruments as may be necessary or appropriate, with full power of substitution, the Mortgagor hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. Nevertheless, if so requested by the Mortgagee or any purchaser, the Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery, by executing and delivering to the Mortgagee or such purchaser all bills of sale, assignments, releases and other proper instruments to effect such ratification and confirmation as may be designated in any such request.

Article IV

CERTAIN RIGHTS OF MORTGAGOR

Section 1.1 **Rights of Mortgagor.** Notwithstanding any other provisions of this Mortgage, including the granting clause, the following rights shall be reserved to the Mortgagor (as separate and independent rights) to the extent described herein:

(a) at all times the Mortgagor and the Mortgagee shall each have the right (i) to receive from the Lessee all notices, certificates, reports, filings, opinions of counsel and other documents and all information which the Lessee is required to give or furnish the Mortgagor pursuant to any Basic Document and (ii) to retain any rights with respect to insurance maintained for its own account;

(b) so long as no Event of Default shall have occurred and be continuing, the Mortgagor shall have the right together with the Mortgagee (consent of both being required except in the case of clause (ii) below) (i) to approve as satisfactory any other accountants, inspectors, engineers or counsel to render services for or issue opinions to the Mortgagor pursuant to express provisions of any Lease, (ii) to exercise inspection rights pursuant to each

Lease (**provided that** if a Lease Event of Default shall have occurred and be continuing, the Mortgagor shall be permitted to exercise rights of inspection but only if the Mortgagor coordinates such inspection with the Mortgagee and such inspection does not interfere with the Mortgagee's exercise of its rights), **provided that** the exercise by the Mortgagor of its inspection right shall not prevent or prejudice the Mortgagee or any Finance Party from exercising its own inspection rights in any way, (iii) to notify the Lessee of its breach of any obligation under any Lease, (iv) to receive insurance proceeds payable to it in connection with any Lease, but subject to the rights of Lessee or the Mortgagee to receive proceeds directly, as set forth in such Lease and the Credit Agreement, and (v) to amend, supplement or modify any Lease;

(c) the Mortgagor shall have the nonexclusive right, as lessor, to seek specific performance of the covenants of the Lessee under each Lease relating to the protection, insurance, maintenance, possession and use of the Aircraft, and to maintain separate insurance with respect to the Aircraft (**provided that** no such insurance impairs or reduces coverage under any insurance required to be maintained by the Lessee under any Lease);

(d) at all times the Mortgagor shall have the right, to the exclusion of the Mortgagee, to demand, collect, sue for or receive the payment of Excluded Payments due and payable to them;

(e) so long as both (i) no Event of Default shall have occurred and be continuing, and (ii) the Mortgagee has not delivered to Lessee a Relevant Notice, Mortgagor shall have the right to receive all rents (including Rent) and all other amounts payable to "Lessor" under each Lease; and

(f) the Mortgagor shall not terminate any Lease (or the leasing of any Aircraft under any Lease) without the prior written consent of the Mortgagee.

Notwithstanding anything to the contrary contained herein (including this Section 4.1), the Mortgagee shall have the right, to the exclusion of the Mortgagor, (A) to declare any or all of the Leases to be in default and (B) to exercise the remedies set forth in the Leases and the Lessee Consent (other than in connection with Excluded Payments) at any time that an Event of Default shall have occurred and be continuing.

Article V

REPLACEMENT ENGINES

So long as no Event of Default shall have occurred and be continuing, at any time that an Engine is to be replaced under a Lease by a "Replacement Engine" (as defined in such Lease), the Mortgagee (but only upon full compliance by the related Lessee with the requirements of such Lease and execution and delivery by the Mortgagor of an instrument in form and substance reasonably satisfactory to the Mortgagee subjecting such Replacement Engine to the Lien hereof and the registration thereof at the International Registry) shall, at the request of the Mortgagor, execute and deliver to the Mortgagor an appropriate instrument releasing such Engine from the lien of this Mortgage.

Article VI
MISCELLANEOUS

Section 1.1 Termination of Mortgage.

(a) Upon (or at any time after) payment in full of the principal amount of the Loans outstanding under the Credit Agreement, and interest thereon, Breakage Loss, if any, and all other amounts due and payable under all Basic Documents, and **provided that** there shall then be no other Obligations outstanding, the Mortgagor may direct the Mortgagee to execute and deliver to or as directed in writing by the Mortgagor an appropriate instrument prepared by the Mortgagor and reasonably satisfactory to the Mortgagee releasing the remaining Aircraft and other remaining Collateral from the lien of this Mortgage and releasing the remaining Leases from the assignment and pledge thereof hereunder and the Mortgagee shall execute and deliver such instrument as aforesaid and give written notice thereof to the remaining Lessees; **provided that** this Mortgage shall earlier terminate and this Mortgage shall be of no further force or effect upon any sale or other final disposition by the Mortgagee of all property constituting part of the Collateral and the final distribution by the Mortgagee of all monies or other property or proceeds constituting part of the Collateral in accordance with the terms hereof.

(b) Upon (or at any time after) payment in full of the principal amount of all Loans outstanding under the Credit Agreement in respect of an Aircraft, together with interest thereon, Breakage Loss, if any, and all other amounts due in relation to the Loans in respect of such Aircraft in accordance with Section 2.9 or 2.10 of the Credit Agreement following a voluntary prepayment, Disposition or an Event of Loss thereof and **provided that** there shall then be no Material Default or Event of Default continuing after giving effect to such payment, the Mortgagor may direct the Mortgagee to execute and deliver to or as directed in writing by the Mortgagor an appropriate instrument prepared by the Mortgagor and reasonably satisfactory to the Mortgagee releasing such Aircraft and other related Collateral from the lien of this Mortgage and releasing the related Lease from the assignment and pledge thereof hereunder and the Mortgagee shall execute and deliver such instruments as aforesaid and give written notice thereof to any applicable Lessee.

(c) Except as aforesaid otherwise provided, this Mortgage shall continue in full force and effect in accordance with the terms hereof.

Section 1.2 No Legal Title to Collateral in the Lenders. No holder of a Loan shall have legal title to any part of the Collateral. No transfer, by operation of law or otherwise, of any Loan or other right, title and interest of the Mortgagee in and to the Collateral or hereunder shall operate to terminate this Mortgage or entitle such holder or any successor or transferee of such holder to an accounting or to the transfer to it of any legal title to any part of the Collateral.

Section 1.3 Sale of Aircraft by Mortgagee Is Binding. Any sale or other conveyance of the Collateral, or any part thereof (including, without limitation, any part thereof or interest therein), by the Mortgagee made pursuant to the terms of this Mortgage shall bind the Secured Parties and shall be effective to transfer or convey all right, title and interest of the Mortgagee, the Mortgagor and such Secured Parties in and to such Collateral or part thereof. No purchaser or other grantee shall be required to inquire as to the authorization, necessity, expediency or regularity of such sale or conveyance or as to the application of any sale or other proceeds with respect thereto by the Mortgagee.

Section 1.4 Mortgage for Benefit of Mortgagor and Secured Parties. Except as expressly provided herein, nothing in this Mortgage, whether express or implied, shall be

construed to give any person other than the Mortgagor and the Secured Parties, any legal or equitable right, remedy or claim under or in respect of this Mortgage.

Section 1.5 **No Action Contrary to Lessee's Rights under the Leases.** Notwithstanding any of the provisions of this Mortgage, the other Basic Documents or any Lease to the contrary, and so long as no Event of Default shall have occurred and be continuing, neither the Mortgagee nor the Mortgagor party to such Lease will take any action contrary to Lessee's rights under such Lease, including the right to possession and use of, and the quiet enjoyment of, the Aircraft subject to such Lease.

Section 1.6 **Notices; Payments.** Unless otherwise expressly specified or permitted by the terms hereof, all notices and communications provided or permitted by this Mortgage shall be made, given, furnished or filed in the manner set forth in Section 12.2 of the Credit Agreement.

Section 1.7 **Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 1.8 **No Oral Modification or Continuing Waivers.** No term or provision of this Mortgage may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party or other person against whom enforcement of the change, waiver, discharge or termination is sought; and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

Section 1.9 **Successors and Assigns.** All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the parties hereto and the permitted successors and assigns of each, as provided herein and permitted under the other Basic Documents. Any request, notice, direction, consent, waiver or other instrument or action by any Mortgagee shall bind the successors and assigns of such holder.

Section 1.10 **Headings.** The headings of the various Articles and sections herein and in the table of contents hereto are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 1.11 **Counterpart Form.** This Mortgage may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1.12 **Governing Law; Submission to Jurisdiction.** This Mortgage shall be governed by, and construed in accordance with, the law of the State of New York. The Mortgagor and the Mortgagee hereby submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in the Borough of Manhattan, New York City for the purposes of all legal proceedings arising out of or relating to this Mortgage or the transactions contemplated hereby. The Mortgagor and the Mortgagee irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Section 1.13 **Reinstatement.** This Mortgage shall remain in full force and effect and continue to be effective should any petition be filed by or against the Mortgagor for liquidation

or reorganization, should the Mortgagor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Mortgagor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

* * *

IN WITNESS WHEREOF, the Mortgagee and the Mortgagor have each caused this Mortgage to be duly executed by its officers duly authorized as of the day and year first above written.

SUNRISE ASSET MANAGEMENT, LLC,
as Mortgagor

By: /s/: Robert Neal
Name: Robert Neal
Title: President, CFO, and Treasurer

[Signature Pages to Mortgage and Security Agreement]

BANK OF UTAH, not in its individual capacity but solely as Security Trustee, as
Mortgagee

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

BANK OF UTAH, as Account Bank

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

[Signature Pages to Mortgage and Security Agreement]

EXHIBIT A

FORM OF MORTGAGE AND SECURITY AGREEMENT SUPPLEMENT

MORTGAGE AND SECURITY AGREEMENT SUPPLEMENT No. [], dated [], 20[] (this "**Mortgage Supplement**"), between SUNRISE ASSET MANAGEMENT, LLC, a Nevada limited liability company (the "**Mortgagor**"), and BANK OF UTAH, not in its individual capacity but solely as security trustee for the benefit of the Secured Parties (together with its successors and assigns in such capacity, the "**Mortgagee**").

WHEREAS, the Mortgage and Security Agreement dated as of September 27, 2023, between the Mortgagor and the Mortgagee (as at any time modified, supplemented and in effect, the "**Mortgage**"; capitalized terms used herein without definition have the meanings assigned thereto therein), provides for the execution and delivery of a supplement thereto substantially in the form hereof, which shall particularly identify the Mortgagor (and bind the Mortgagor to the Mortgage) and describe the equipment and any leases that are to be subject to the Mortgage, and shall specifically mortgage such equipment and lease to the Mortgagee.

NOW, THEREFORE, THIS MORTGAGE AND SECURITY AGREEMENT SUPPLEMENT WITNESSETH, that, to secure the Obligations, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged:

(A) the Mortgagor has become a party to the Mortgage, and shall be, for all purposes, a "Mortgagor" thereunder; and

(B) the Mortgagor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Mortgagee, its successors and assigns, for the security and benefit of the Secured Parties, a security interest in and mortgage lien on all right, title and interest of the Mortgagor in, to and under:

- (1) the Airframe and Engines more particularly described in Annex A hereto; and
- (2) the Lease more particularly described in Annex A hereto; and
- (3) all other Collateral described in the Mortgage,

excluding, however, all Excluded Payments and the right to specifically enforce the same or to sue for damages for the breach thereof as provided in the definition of "**Excluded Payments**", as the case may be.

TO HAVE AND TO HOLD all and singular the aforesaid property and all other property of the Mortgagor subject to the granting clause in the Mortgage unto the Mortgagee, its successors and assigns.

This Mortgage and Security Agreement Supplement shall be construed as supplemental to the Mortgage and shall form a part of the Mortgage, and the Mortgage is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

AND, FURTHER, the Mortgagor hereby acknowledges that the Aircraft referred to in this Mortgage and Security Agreement Supplement is included in the property of the Mortgagor covered by all the terms and conditions the Mortgage as of the date hereof.

This Mortgage and Security Agreement Supplement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage and Security Agreement Supplement No. [] to be duly executed by one of its officers, thereunto duly authorized, on the day and year first above written.

SUNRISE ASSET MANAGEMENT, LLC,
as Mortgagor

By: ____
Name:
Title:

BANK OF UTAH,
as Security Trustee

By: ____
Name:
Title:

Annex A
to Mortgage and Security Agreement Supplement No. []

I. AIRCRAFT.

AIRFRAME

One airframe identified as follows:

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

(described on the pre-populated drop down menu of the International Registry as a[n] [] model [] aircraft with manufacturer's serial number [])

together with all Parts of whatever nature, which are from time to time incorporated or installed in or attached to said Airframe.

ENGINES

Two engines identified as follows:

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

(described on the pre-populated drop down menu of the International Registry as [] model [] engines with manufacturer's serial numbers [] and [])

together with all Parts of whatever nature, which are from time to time incorporated or installed in or attached to such Engines. The above described Engines are five hundred fifty (550) or more rated takeoff horsepower or its equivalent.

II. LEASE.

Equipment Lease No. [] dated as of [], 20[], between Sunrise Asset Management LLC ("**SAM**"), as lessor, and Allegiant Air LLC ("**Allegiant**"), as lessee, with Aircraft Equipment Lease General Terms and Conditions dated as of [], 20[] between SAM, as lessor, and Allegiant, as lessee attached thereto, which were recorded as one instrument by the Federal Aviation Administration ("**FAA**") on [] and assigned Conveyance No. [], as amended, restated and replaced in its entirety by the following:

Aircraft Specific Lease Agreement [MSN []] dated as of [], 20[] between SAM, as lessor and Allegiant, as lessee with Aircraft Lease Common Terms Agreement dated as

of [] between SAM, as lessor and Allegiant, as lessee attached thereto, which were filed as one instrument with the FAA simultaneously herewith

(collectively, the "**Lease**").

*[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

CC Draft: 9/21/23

LESSEE CONSENT

September 29, 2023

From: (i) Sunrise Asset Management, LLC (the "**Lessor**")

(ii) Bank of Utah, not in its individual capacity but solely as security trustee (the "**Security Trustee**")

To: Allegiant Air, LLC (the "**Lessee**")

Re: Seven (7) Airbus A320 aircraft bearing manufacturer's serial numbers 7704, 7781, 7766, 7743, 7664, 7838 and 7868

Ladies and Gentlemen:

We refer to (i) the Credit Agreement and Mortgage described in Section 1.1 below and the "Basic Documents" as defined thereunder, (ii) each Aircraft Specific Lease Agreement described on the attached Schedule 1 (each as hereafter supplemented, amended and assigned, a "**Lease**" and collectively, the "**Leases**") between the Lessor and the Lessee relating to the Aircraft described in Schedule 1 (the "**Aircraft**"), each of which incorporates the terms of the Aircraft Lease Common Terms Agreement described on the attached Schedule 1, and all other agreements entered into in connection with, or relating to, the Leases (collectively, the "**Assigned Lease Documents**") and (iii) the Lessee Guarantee Agreement dated as of September 27, 2023, between the Lessee and the Security Trustee (the "**Lessee Guarantee Agreement**") pursuant to which the Lessee has guaranteed all of Lessor's obligations under the Basic Documents. Each capitalized term used but not defined in this Lessee Consent shall have the meaning ascribed to such term in the Leases.

For good and valuable consideration, the receipt of which is hereby acknowledged, you agree with us as follows:

Section 1. **General.**

1.1 The Lessor hereby notifies the Lessee that the Lessor and the Security Trustee on behalf of the Secured Parties (as defined in the Mortgage), in accordance with the Credit Agreement, dated as of September 27, 2023 (as amended, supplemented and modified from time to time, the "**Credit Agreement**"), among Sunrise Asset Management, LLC, as borrower, the lenders party thereto from time to time (the "**Lenders**"), BNP Paribas as administrative agent, and the Security Trustee, are entering into a Mortgage and Security Agreement dated as of September 27, 2023 (as amended, supplemented and modified from time to time, the "**Mortgage**"). The Lessor hereby notifies the Lessee that pursuant to the Mortgage, the Lessor has, among other things, (i) assigned and encumbered to the Security Trustee, as security for the obligations described in the Mortgage, *inter alia*, all of its right, title and interest in and to (a) the Assigned Lease Documents and all other agreements (including any side letters, guarantees or option agreements) entered into in connection with, or relating to, the Assigned Lease Documents (collectively, the "**Security Assignment Documents**") and (b) all insurance proceeds related thereto, if any (collectively, the "**Related Pledged Assets**") and (ii) mortgaged to the Security Trustee all of its right, title and interest in the Aircraft. Subject to the provisions

of the Mortgage, if a Loan Event of Default shall have occurred and be continuing, the Security Trustee may, to the exclusion of the Lessor, exercise all rights, remedies, powers and privileges of the Lessor under the Assigned Lease Documents; however, the Lessee shall conclusively rely on notices and instructions received from the Lessor unless and until the Security Trustee provides a Relevant Notice (as defined below) to the Lessee. The Lessee hereby acknowledges and consents to the security interest in all of the Lessor's right, title and interest in and to the Assigned Lease Documents, the other Security Assignment Documents and the Related Pledged Assets and the Aircraft, which is created by the Mortgage. The Lessee agrees that neither the Security Trustee nor its successors or assigns shall be liable for any obligations or duties of the "Lessor" under the Assigned Lease Documents or any other document by its execution of this Lessee Consent or the Mortgage, nor shall the assignment of the Assigned Lease Documents, the other Security Assignment Documents or the Related Pledged Assets to the Security Trustee pursuant to the Mortgage give rise to any duties or obligations on the part of the Security Trustee or its respective successors or assigns owing to the Lessee, except as expressly contemplated in this Lessee Consent. Notwithstanding the assignment of its interest in each Lease to the Security Trustee pursuant to the Mortgage, each of the Lessor and the Lessee, as applicable, agrees that each of Lessor and Lessee shall at all times remain obligated to perform all its respective obligations under each Lease. [***]

1.2 If the Security Trustee delivers a written notice (a "**Relevant Notice**") to the Lessee that it has exercised its remedies with respect to an existing and continuing Loan Event of Default under the Mortgage, then the Lessee shall thereafter perform, observe and comply with all of the terms of the Leases and the other Assigned Lease Documents for the benefit of the Security Trustee as if the Security Trustee were named in place of the Lessor in the Assigned Lease Documents, and the Lessee is entitled to rely on the Relevant Notice (whether or not such Relevant Notice is validly given) and required thenceforth to disregard any instructions to the contrary that the Lessee might receive from the Lessor. After the Security Trustee delivers any Relevant Notice, the Lessee shall not recognize the exercise by the Lessor of any of the rights and powers of the Lessor under the Assigned Lease Documents unless and until requested to do so in writing by the Security Trustee. The Lessee shall have no liability to the Lessor for complying with any instruction or direction received from the Security Trustee after receipt of a Relevant Notice. Subject to no Loan Event of Default having occurred and being continuing, the Lessee shall make all payments of Rent to the Lessor.

1.3 Subject to Section 3 below and the provisions of the Leases granting rights directly to the Finance Parties, unless and until the Lessee receives a Relevant Notice from the Security Trustee, the Lessee shall deal exclusively with, and to rely upon notices and other communications that it receives from the Lessor as owner of the Aircraft and "lessor" under each Lease, including, but not limited to, any consent, approval, release or waiver given by the Lessor under any Lease and any agreement by the Lessor to amend or modify any of the terms of any Lease. The Security Trustee, as a third party beneficiary of each Lease, agrees for the benefit of Lessee that it shall without undue delay respond to any request by Lessee for a consent, approval, release or waiver requiring the consent of the Security Trustee under any Lease, including in circumstances where its consent or approval may not be unreasonably withheld or delayed.

Section 2. **Lease; Representations.** The Lessee represents and warrants for the benefit of the Security Trustee that, on the date hereof:

1.1 Except as reflected on Schedule 1, each Lease is unmodified and is in full force and effect.

1.2 There are not, to the Lessee's knowledge, any uncured defaults on the part of the Lessor under any Lease and the Lessee has no claims against the Lessor by reason of the condition of the Aircraft as of the Delivery Date or arising subsequent thereto to the date hereof.

1.3 The Lessee represents and warrants that the Lessee has the power to execute, deliver and perform its obligations under this Lessee Consent, and all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of this Lessee Consent. This Lessee Consent is the legal, valid and binding agreement of the Lessee, enforceable against the Lessee in accordance with its terms, except to the extent that such enforcement may be limited by moratorium, insolvency, bankruptcy, reorganization and other similar laws of general application affecting the rights of creditors or by general principles of equity.

1.4 All of the representations and warranties of the Lessee set forth in Section 7 of the CTA as it forms part of each Lease are true and correct as of the date hereof.

Section 3. **Lessee's Covenants.**

1.1 The Lessee will copy the Security Trustee on every written notice sent to the Lessor under any Lease, including without limitation any notification or information provided pursuant to Section 8.2 or 9.3 of the CTA as it forms part of each Lease.

1.2 The Lessee will not comply with any notice of termination issued by the Lessor under Section 17.4 of the CTA as it forms part of any Lease unless Lessor shall have obtained the prior written consent of the Security Trustee (which the parties acknowledge is required under the terms of the Credit Agreement).

1.3 The Lessee shall not (i) enter into any amendments or supplements to any Lease, (ii) permit the subleasing of the Aircraft, or (iii) request any waiver, consent or modification, in each case without the prior written consent of the Security Trustee, whose consent shall not be unreasonably withheld or delayed, and Lessee shall not deregister or reregister the Aircraft, in each case without the prior written consent of the Security Trustee.

Section 4. **Security Trustee Covenants.**

1.1 The Security Trustee hereby agrees for the benefit of the Borrower, the Lessee and any lessor, conditional vendor, or secured party of an engine owned by the Borrower or used or operated by any Lessee during the applicable Term of each Lease and which may be installed on the Airframe, that the Security Trustee will not acquire or claim, as against the Borrower, such lessor, conditional vendor, or secured party, any right, title or interest in any such engine or engines owned by the Borrower or the lessor under a lease, vendor under a conditional sale, or subject to a security interest in favor of the secured party under a conditional sale or other security agreement as the result of such engine or engines being installed on the Airframe at any time while such engine or engines are owned by the Borrower or such lessor or are subject to such lease or conditional sale or other security agreement or security interest in favor of such secured party; **provided, however, that** such agreement of the Security Trustee shall not be for

the benefit of any lessor, conditional vendor, or secured party of any airframe leased to the Borrower or Lessee, or purchased by the Borrower subject to a conditional sale or other security agreement or for the benefit of any mortgagee of or any other holder of a security interest in an airframe owned by the Borrower, or leased to Lessee, unless such lessor, conditional vendor, other secured party or mortgagee has agreed (which agreement may be contained in such lease, conditional sale or other security agreement or mortgage and may consist of a paragraph similar to this paragraph) that neither it nor its successors or assigns will acquire, any right, title or interest in an Engine as a result of such Engine being installed on such airframe.

1.2 In addition, the Security Trustee hereby agrees for the benefit of any lessor or secured party of a spare engine (which is not associated with any Airframe) used or operated by Lessee during the Term and which may be installed on an Airframe, subject to the satisfaction of the requirements of Section 8.11(d) of the CTA as it forms part of each Lease in respect of the removed Engines, that the Security Trustee will not acquire or claim, as against such lessor or secured party, any right, title or interest in any such engine or engines owned by the lessor under a lease or subject to a security interest in favor of the secured party under a conditional sale or other security agreement as the result of such engine or engines being installed on such Airframe at any time while such engine or engines are owned by such lessor or are subject to such lease or conditional sale or other security agreement or security interest in favor of such secured party.

Section 5. **The Lease; Agreements.** The Lessee agrees with the Security Trustee:

1.1 In respect of each Lease, until such time as the Security Trustee has notified the Lessee in writing that the Security Trustee no longer has any interest in, to or under such Lease, to pay (i) Agreed Value and (ii) from and after the date of receipt of a Relevant Notice, Rent and any other amount payable to the Lessor under any of the Assigned Lease Documents directly to [***], Bank of Utah Corporate Trust, maintained at Bank of Utah (the "**Collection Account**").

1.2 (i) To name the Security Trustee as the sole loss payee in respect of the hull insurances maintained for the Aircraft under the Assigned Lease Documents; **provided that**, so long as no Specified Default or Event of Default as defined in the Assigned Lease Documents and no Material Default (as defined in the Credit Agreement) or Loan Event of Default, in each case, exists and is continuing, (A) in the event of a payment of insurance proceeds of not more than the Loss Notification Threshold defined in the relevant Assigned Lease Documents, the Lessee may be paid such proceeds directly and in accordance with the terms of Schedule 6 to the CTA as it forms part of each Lease and (B) if insurance proceeds are in excess of the Loss Notification Threshold defined in the relevant Assigned Lease Documents, all such proceeds shall be paid in accordance with Schedule 6 to the CTA as it forms part of each Lease; **provided, further however**, if the Security Trustee is entitled to hold any insurance proceeds otherwise payable to Lessee (or a repairer) under any Lease due to the occurrence and continuance of a Specified Default or Event of Default under the relevant Assigned Lease Documents or due to the occurrence and continuance of a Material Default (as defined in the Credit Agreement) or a Loan Event of Default under the Mortgage, as applicable, then the Security Trustee shall hold such payment or collateral to secure, as applicable, Lessee's obligations under such Lease and/or Lessor's obligation under the Mortgage and such amounts (1) if all existing and continuing Specified Defaults and Events of Default under the Leases and a Material Default (as defined in the Credit Agreement) or a Loan Event of Default under the Mortgage, as applicable, are cured, the Security Trustee then shall make the relevant insurance proceeds payment to Lessee and

(2) if not cured, the Security Trustee can apply such proceeds to the Lessee's obligations, (ii) to reflect the name of the Lessor, the Security Trustee and the Lenders as additional insureds under the liability insurances maintained under the Leases, (iii) to name each of the Mortgage, the Credit Agreement referred to in Section 1.1 and related agreements, as additional contracts to which the parties thereto shall be included as additional insureds until such contracts are terminated and (iv) to furnish to each of the Security Trustee and the Lessor with certificates of insurance reflecting such revisions. Subject to Section 9.6 of the CTA as it forms part of each Lease, the Lessee agrees not to remove the Security Trustee or any Lender as a contract party, additional insured or loss payee under the insurance and reinsurance required to be maintained under Section 9 of the CTA as it forms part of each Lease without the written consent of the Security Trustee.

1.3 This Lessee Consent is a "Basic Document" under, and as defined, in the Credit Agreement.

1.4 The Security Trustee and each Lender shall be "Financing Parties", "Indemnitees" and "Tax Indemnitees" under (and as defined in) each Lease and shall be entitled to all of the benefits accorded a "Financing Party" and/or an "Indemnitee" and/or a "Tax Indemnitees" under each Lease subject to the limitations contained therein.

1.5 That each Lease shall be subject and subordinate to the Mortgage in all respects.

Section 6. **Special Cross Default.**

Lessee acknowledges and agrees that if an Event of Default occurs under paragraph (f) of Schedule 7 to the CTA as it forms part of any Lease and:

(a) Lessee (i) has cured all defaults under such Lease and (ii) undertaken to perform the obligations owed under such Lease going forward, as contemplated by Section 1110 of the Bankruptcy Code; but

(b) the Obligations (as defined in the Credit Agreement) are not satisfied in full (as a result of (a) the Lessor's or Allegiant Travel Company's failure or inability to perform (irrespective of the reason) or (b) the Lessee failing to perform the obligations owed under the Lessee Guarantee Agreement (and therefore, *inter alia*, the cross default from the Lessee Guarantee into the Lease exists)),

then the Security Trustee shall be entitled to terminate such Lease and repossess the Aircraft that had been leased under it, and Lessee shall be obliged to surrender such Aircraft in such circumstance.

Section 7. **Administrative Matters.**

1.1 Notices to the Lessor shall be provided as follows:

Sunrise Asset Management, LLC
[***]

1.2 Notices to the Security Trustee shall be provided as follows:

Bank of Utah, as Security Trustee
[***]

1.3 The Lessee hereby agrees and undertakes promptly to affix the fireproof nameplates in accordance with Section 8.6(a)(i) of the CTA as it forms part of each Lease bearing the following inscription:

"THIS AIRCRAFT IS OWNED AND LEASED BY SUNRISE ASSET MANAGEMENT, LLC ("OWNER") TO ALLEGIANT AIR, LLC, AND IS SUBJECT TO A MORTGAGE IN FAVOR OF BANK OF UTAH, AS SECURITY TRUSTEE."

Section 8. **Miscellaneous.**

1.1 This Lessee Consent and the authorizations and instructions contained in this Lessee Consent are irrevocable unless and until you receive written notice to the contrary from the Security Trustee. Without prejudice to the Lessee's rights contained in the Leases, which shall not be adversely affected or modified by the provisions of this Lessee Consent, the Security Trustee shall not be bound by, nor have any liability for the performance of, any of the Lessor's obligations under the Assigned Lease Documents unless expressly agreed to in writing by the Security Trustee.

1.2 This Lessee Consent, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the law of New York.

1.3 The Lessee and the Lessor hereto expressly acknowledge and agree that the Lenders shall be considered an intended third-party beneficiary of this Lessee Consent, and that the representations, warranties, covenants, agreements and undertakings made in this Lessee Consent shall be deemed to be made for the benefit of the Lenders, who shall be entitled to the same rights, remedies and benefits with respect thereto that they would have were they signatories to this Lessee Consent.

Please acknowledge your acceptance of and agreement to the foregoing provisions of this Lessee Consent by signing all of the counterparts of this Lessee Consent, retaining one such counterpart for your records and returning the other counterparts to the Lessor.

Very truly yours,

SUNRISE ASSET MANAGEMENT, LLC

By: /s/: Robert Neal
Name: Robert Neal
Title: President

ACCEPTED AND AGREED, this 29 day
of September, 2023

ALLEGiant AIR, LLC

By: /s/: Robert Neal
Name: Robert Neal
Title: CFO

[Signature Page to Lessee Consent]

BANK OF UTAH, as Security Trustee

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

[Signature Page to Lessee Consent]

DESCRIPTION OF LEASES

1. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee;
2. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee;
3. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee;
4. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee;
5. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee;
6. Aircraft Specific Lease Agreement [***] dated as of September 29, 2023 between Lessor and Lessee; and
7. Aircraft Specific Lease Agreement [[***]] dated as of September 29, 2023 between Lessor and Lessee,

each incorporating the Aircraft Lease Common Terms Agreement, dated as of September 27, 2023 (the "CTA"), between the Lessor and the Lessee.

DESCRIPTION OF AIRCRAFT

1. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].
2. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].
3. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].
4. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].
5. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].
6. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].

7. One (1) Airbus model A320-214 aircraft bearing manufacturer's serial number [***] bearing United States registration No. [***] and two (2) CFM International model CFM56-5B4/3 aircraft engines bearing manufacturer's serial numbers [***].

C L I F F O R D
C H A N C E

CLIFFORD CHANCE US LLP

EXECUTION VERSION

DATED AS OF SEPTEMBER 27, 2023
ALLEGIANT AIR, LLC,
as Guarantor

and

BANK OF UTAH,
as Security Trustee

LESSEE GUARANTEE AGREEMENT

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LESSEE GUARANTEE AGREEMENT dated as of September 27, 2023 (this "**Agreement**") is between ALLEGIANT AIR, LLC, a corporation organized under the laws of the State of Nevada (the "**Guarantor**" or "**Lessee**") and BANK OF UTAH, not in its individual capacity but solely as security trustee on behalf of the Secured Parties (in such capacity, together with its successors and assigns, the "**Security Trustee**"), under that certain Credit Agreement dated as of the date hereof (as at any time modified, supplemented and amended, the "**Credit Agreement**") among Sunrise Asset Management, LLC, a Nevada limited liability company (the "**Borrower**"), BNP Paribas as administrative agent (in such capacity, the "**Administrative Agent**"), the Security Trustee, and each of the lenders party thereto (the "**Lenders**"). Unless otherwise defined herein, defined terms used herein shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders, the Administrative Agent and the Security Trustee have entered or will enter into the Credit Agreement and the other Basic Documents to which each of them is or will be a party;

WHEREAS, the Borrower, as lessor, and the Lessee have entered or will enter into the Leases in respect of the Aircraft;

WHEREAS, the Lessee wishes, in furtherance of its corporate purposes and in order to induce the Lenders to enter into the transaction contemplated by the Credit Agreement, to guarantee, whether scheduled or contingent, liquidated or undetermined, now or hereafter existing (including all such amounts which would become due but for the operation of the automatic stay under section 362(a) of the United States Bankruptcy Code, 11 U.S.C. § 362(a), and the operation of sections 502(b) and 506(b) of the United States Bankruptcy Code, 11 U.S.C. § 502(b)): (i) prompt payment by the Borrower in full when due of all amounts payable pursuant to the Credit Agreement and the other Basic Documents, (ii) complete performance by the Borrower of its other obligations and agreements in the Credit Agreement and the other Basic Documents and (iii) complete performance by the Borrower Parent under the Allegiant Guarantee Agreement (all the foregoing obligations being collectively referred to herein as the "**Guaranteed Obligations**") and, in order to guarantee the Guaranteed Obligations, is executing and delivering this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in order to induce the Lenders to enter into the transaction contemplated by the Credit Agreement, the Guarantor covenants and agrees with the Security Trustee, on behalf of the Secured Parties, as follows:

1. **The Guarantee.**

(a) The Guarantor absolutely, irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, the due and punctual payment in full, observance and performance of the Guaranteed Obligations (whether on stated due dates, by acceleration or otherwise), the foregoing guarantee (in respect of payment obligations) constituting hereby a guarantee of payment and not of collection.

(b) The Guarantor hereby irrevocably waives (i) any right of subrogation, (ii) notice of acceptance hereof, and of any action taken or omitted in reliance hereon, (iii) presentment for payment, observance or performance upon the Borrower, demand of payment, observance or performance from the Borrower, protest or notice to the Borrower of failure to pay, observe or perform or notice to the Guarantor of any default in the payment, observance or performance by the Borrower of any Guaranteed Obligations, except as otherwise expressly stated herein,

(iv) any requirement of diligence or promptness on the part of the Security Trustee or any Secured Party in making demand, commencing suit or exercising any other right or remedy under any of the Basic Documents and (v) any right to require the Security Trustee or any Secured Party to exercise any right or remedy against the Borrower or any other Person or entity prior to enforcing any right of the Security Trustee or any Secured Party against the Guarantor hereunder.

(c) The obligations of the Guarantor hereunder shall be absolute, unconditional and continuing under any and all circumstances and shall be performed by the Guarantor regardless of (a) whether the Borrower, the Guarantor, any Secured Party or the Security Trustee shall have taken or failed to take any steps to collect or enforce any obligation or liability from the Borrower, or shall have otherwise exercised or failed to exercise any rights, powers or remedies under any of the Basic Documents against the Borrower and shall in no way be affected or impaired by (and no notice to the Guarantor shall be required in respect of) any compromise, waiver, settlement, release, extension, change in or modification of any of the Guaranteed Obligations, (b) the disaffirmance or rejection or purported disaffirmance or purported rejection of any of the Basic Documents in any insolvency, bankruptcy or reorganization proceedings relating to the Borrower or Guarantor, (c) any law, regulation or decree now or hereafter in effect which might in any manner affect any of the terms or provisions of any of the Basic Documents or any of the Security Trustee's or any Secured Party's rights, powers or remedies thereunder as against the Borrower or which might cause or permit to be invoked any alteration in the time, amount, manner of payment or performance of any of the obligations and liabilities of the Borrower, (d) any failure of the Borrower to comply with the requirements of any federal, state or local law, regulation or order of any political subdivision or agency thereof, (e) the occurrence and continuance of any Default or Event of Default or Lease Event of Default, (f) the merger or consolidation of the Borrower into or with any corporation or other entity or the sale by the Borrower of all or any part of its assets, (g) whether the Security Trustee or any Secured Party shall have taken or failed to take any steps to mitigate damages, (h) any other circumstance which might otherwise constitute a defense available to or a discharge of the Borrower in respect of its obligations or liabilities under any of the Basic Documents, or (i) any other act or omission to act by the Security Trustee or any other Person or entity or any other circumstances whatsoever (with or without notice to or the knowledge of the Guarantor), whether similar or dissimilar to the foregoing, which may or might in any manner or to any extent vary the risk of the Guarantor, or otherwise constitute a legal or equitable discharge of a surety or the Guarantor; it being the purpose and intent of the Guarantor and the Security Trustee that this Agreement and the obligations and liabilities of the Guarantor hereunder shall be absolute, unconditional and continuing under any and all circumstances and shall not be discharged except by payment, observance and performance in full of all the Guaranteed Obligations.

(d) Notwithstanding anything to the contrary contained in this Section 1, (i) the Guarantor may assert as a defense to any claim by the Security Trustee or any Secured Party for payment or performance of the Guaranteed Obligations any valid defense, claim, set-off or deduction which the Borrower could reasonably have asserted against such party in respect of such claim as the borrower under the Credit Agreement to the extent that such claim made by the Security Trustee or any Secured Party was not available to be made by the Security Trustee or any Secured Party under the Credit Agreement; **provided, that** for the avoidance of doubt, the Guarantor may not assert such defense to the extent that any defense, claim, set-off or deduction available to the Borrower is only made available under any insolvency, bankruptcy or reorganization proceedings relating to the Borrower and (ii) to the extent that the Borrower is relieved of any of the Guaranteed Obligations under the terms of any of the Basic Documents other than in connection with an insolvency, bankruptcy or reorganization proceedings, or any of the Guaranteed Obligations are compromised, settled, waived, released or extended in a writing signed by the party making such claim, or the terms of any of the Guaranteed Obligations or of the Basic Documents in respect thereof are validly amended or modified other than in connection

with an insolvency, bankruptcy or reorganization proceedings, the Guarantor shall be similarly relieved of its corresponding liabilities and obligations with respect to such Guaranteed Obligations and/or shall be entitled to the benefit of any such compromise, settlement, waiver, release, extension, amendment or modification.

(e) The Guarantor agrees to pay all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with the enforcement of the obligations of the Borrower after the occurrence and during the continuance of an Event of Default, to the extent that such costs and expenses are not paid by the Borrower or otherwise and in connection with the enforcement of the obligations of the Guarantor under this Agreement after the occurrence and during the continuance of an Event of Default.

(f) If any payment of any Guaranteed Obligations is rescinded or must otherwise be returned by the Security Trustee or any Secured Party as a result of any law or an order issued in a bankruptcy or insolvency proceeding relating to the Borrower or otherwise, the amount so repaid shall not be deemed to have been paid and shall be deemed to be outstanding and the guaranty of the Guarantor hereunder in respect of such payment shall be reinstated and shall remain in full force and effect.

2. **Representations and Warranties of the Guarantor.** The Guarantor hereby represents and warrants to the Security Trustee that:

(a) The Guarantor is a corporation duly organized and validly existing in good standing under the laws of the State of Nevada, is qualified to do business in each jurisdiction where the failure to be so qualified could have a materially adverse effect on the Guarantor's business, operations or condition (financial or otherwise) or on its ability to perform its obligations hereunder, and has the corporate power and authority, and all licenses, rights, permits, certificates, franchises and other privileges, necessary to carry on its business as presently conducted and to perform its obligations under this Agreement.

(b) The execution, delivery and performance by the Guarantor of this Agreement has been duly authorized by all necessary corporate action on the part of the Guarantor, does not require any approval of the shareholders of the Guarantor, and neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor compliance by the Guarantor with any, nor the Guarantor's performance of all, of the terms and provisions hereof will contravene or has contravened any judgment or order applicable to or binding on it or any applicable law or conflict with, result in any breach of, or constitute any default under, its organizational documents or conflict with, result in the creation of a lien under, or require the consent of any trustee or creditor pursuant to, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, bank loan or credit agreement or other agreement or instrument to which the Guarantor is a party or by which it or any of its assets may be bound.

(c) This Agreement has been duly executed and delivered by the Guarantor, and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) There are no actions, suits or proceedings pending or, to the best of the Guarantor's knowledge after due inquiry, threatened in any court or before any regulatory commission, board or administrative or other Governmental Authority against or affecting the Guarantor which could have a materially adverse effect on its ability to enter into or perform its

obligations under this Agreement or on the condition (financial or otherwise), operations, business or prospects of the Guarantor.

(e) The Guarantor is in material compliance with all applicable laws in all applicable jurisdictions, the violation of which could have a material adverse effect on the properties, business, prospects, profits or condition of the Guarantor.

(f) The Guarantor is solvent and will not be rendered insolvent by the consummation of the transactions contemplated by the Basic Documents, including, without limitation, this Agreement; after such consummation, the capital of the Guarantor will not be unreasonably small for the conduct of the business in which the Guarantor is engaged or is about to engage; the Guarantor has no intention or belief that it is about to incur debts beyond its ability to pay as they mature; and the Guarantor's participation in such transactions is made without any intent to hinder, delay or defraud either present or future creditors of the Guarantor, and none of the transactions contemplated by the Basic Documents to which the Guarantor is a party is void or voidable at the behest of any creditor of the Guarantor.

(g) Since December 31, 2022, there has been no material adverse change in the financial condition or prospects of the Guarantor.

(h) It is in the best interests of the Guarantor to execute this Guaranty, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the Loans made by the Lenders and the Guarantor agrees that the Lenders are relying on this representation in agreeing to make such Loans.

(i) Both the Borrower and the Lessee are wholly owned consolidated Subsidiaries of the Borrower Parent.

3. **Covenants of the Guarantor.** The Guarantor hereby covenants in favor of the Security Trustee as follows:

(a) The Guarantor agrees not to create any Lien on the Aircraft or the other Collateral (other than Permitted Liens as defined in the Leases) and shall take all necessary action to remove and release any such Lien if created by Guarantor and shall reimburse and indemnify the Security Trustee, and each other party to any of the Basic Documents, for any loss incurred as a result of any such Lien created by Guarantor.

(b) The Guarantor shall not take any action to cause the Borrower not to comply, or to prohibit the Borrower from complying, with its covenants, agreements and undertakings set forth in any Lease or the Basic Documents to which the Borrower is or will become a party.

(c) From time to time the Guarantor agrees that it will do all such acts, execute, acknowledge and deliver all such instruments and make all filings and recordings in all jurisdictions as it shall be reasonably requested by the Security Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

(d) The Guarantor shall not liquidate, dissolve or consolidate with or merge into or with any other Person without the prior written consent of the Security Trustee (acting on behalf of the Secured Parties).

(e) The Guarantor shall not at any time institute against the Borrower or cause the Borrower to make a voluntary filing or consent to an involuntary filing with respect to itself in any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other Insolvency Proceeding.

(f) Upon the written request of the Security Trustee, the Administrative Agent or any Lender, the Guarantor shall provide unaudited financial statements promptly following each fiscal year.

4. Miscellaneous.

(a) Except as expressly otherwise provided herein, all notices, requests, demands or other communications to or upon the Security Trustee, or the Guarantor shall be deemed to have been duly given or made when given pursuant to the terms of the Credit Agreement or any Lease, as applicable.

(b) Neither any Secured Party nor the Security Trustee shall by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach by the Guarantor of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Security Trustee or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Security Trustee or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Trustee or any Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law. No waiver of any of the terms and conditions of this Agreement and no notice to or demand on the Guarantor or the Borrower in any case shall entitle the Guarantor or the Borrower to any other or further notice or demand in similar or other circumstances or constitute the waiver of the rights of the Security Trustee or any Secured Party to any other or further action in any circumstances without notice or demand.

(c) This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York.

(d) The Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court of the Southern District of New York and any New York state court sitting in this Borough of Manhattan, New York City, in any action or proceeding arising out of or relating to this Agreement, or the transactions contemplated hereby. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement against another party or its properties in the courts of any jurisdiction.

(e) The Guarantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (d) of this Section 4. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(f) THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) If any provision hereof should be held invalid, illegal, or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (i) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Security Trustee in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the Guarantor hereby waives any provision of law which would render any provision hereof prohibited or unenforceable in any respect.

(h) No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by the Guarantor therefrom, shall in any event be effective unless the same shall be in writing specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and is signed by each of the Security Trustee and the Guarantor, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the Security Trustee and the Guarantor.

(i) This Agreement shall be binding upon the Guarantor, its successors and permitted assigns, and shall inure to the benefit of the Security Trustee, on behalf of the Secured Parties, and be enforceable by the Security Trustee and its successors and assigns; **provided that**, the Guarantor shall not assign any of its obligations hereunder without the prior written consent of the Security Trustee. This Agreement shall not be deemed to create any right in any Person or entity nor be construed in any respect to be a contract in whole or in part for the benefit of any Person or entity except as provided herein.

5. **Reorganization of Payment Obligation.** If, as a result of any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding with respect to, or affecting the status, existence, assets or obligations of the Borrower, the amount or timing of any payment, observance or performance of any Guaranteed Obligations shall be discharged, adjusted, rescheduled, rearranged or otherwise becomes payable in an amount or at a time, other than as specifically provided for in the Basic Documents, the Guarantor specifically agrees, as a primary obligation, to pay, observe and perform such Guaranteed Obligations at the time and in the amount such payment, observance or performance would have become due in accordance with the terms of the Basic Documents if such insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding had not occurred.

6. **No Set-Off.** The obligations of the Guarantor hereunder shall not be released, discharged or otherwise affected by the existence of any claim, set-off, defense, or other right that the Guarantor may have at any time and from time to time against the Security Trustee, any Secured Party or any other Person or entity, whether in connection herewith or with any related or unrelated transaction.

* * *

IN WITNESS WHEREOF, each of the Guarantor and the Security Trustee has caused this Lessee Guarantee Agreement to be duly executed and delivered by its proper and duly authorized officer as of the day and year first above written.

ALLEGiant AIR, LLC, as Guarantor

By: /s/: Robert Neal
Name: Robert Neal
Title: CFO

[Signature Page to Lessee Guarantee Agreement]

BANK OF UTAH, as Security Trustee

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

[Signature Page to Lessee Guarantee Agreement]

EXECUTION VERSION

DATED AS OF SEPTEMBER 27, 2023
ALLEGIANT TRAVEL COMPANY,
as Guarantor

and

BANK OF UTAH,
as Security Trustee

ALLEGIANT GUARANTEE AGREEMENT

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ALLEGIANT GUARANTEE AGREEMENT dated as of September 27, 2023 (this "**Agreement**") is between ALLEGIANT TRAVEL COMPANY, a corporation organized under the laws of the State of Nevada (the "**Guarantor**") and BANK OF UTAH, not in its individual capacity but solely as security trustee on behalf of the Secured Parties (in such capacity, together with its successors and assigns, the "**Security Trustee**"), under that certain Credit Agreement dated as of the date hereof (as at any time modified, supplemented and amended, the "**Credit Agreement**") among Sunrise Asset Management, LLC, a Nevada limited liability company (the "**Borrower**"), BNP Paribas as administrative agent (in such capacity, the "**Administrative Agent**"), the Security Trustee, and each of the lenders party thereto (the "**Lenders**"). Unless otherwise defined herein, defined terms used herein shall have the meanings ascribed to such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders, the Administrative Agent and the Security Trustee have entered or will enter into the Credit Agreement and the other Basic Documents to which each of them is or will be a party;

WHEREAS, the Borrower, as lessor, and Allegiant Air, LLC (the "**Lessee**", and together with the Borrower, the "**Guaranteed Parties**" and each a "**Guaranteed Party**") have entered or will enter into the Leases in respect of the Aircraft;

WHEREAS, the Guarantor wishes, in furtherance of its corporate purposes and in order to induce the Lenders to enter into the transaction contemplated by the Credit Agreement, to guarantee, whether scheduled or contingent, liquidated or undetermined, now or hereafter existing (including all such amounts which would become due but for the operation of the automatic stay under section 362(a) of the United States Bankruptcy Code, 11 U.S.C. § 362(a), and the operation of sections 502(b) and 506(b) of the United States Bankruptcy Code, 11 U.S.C. § 502(b)): (i) prompt payment by the Borrower in full when due of all amounts payable pursuant to the Credit Agreement and the other Basic Documents and (ii) complete performance by (x) the Borrower of its agreements in the Credit Agreement and the other Basic Documents and (y) the Lessee of its obligations under the Leases, excluding (aa) Lessee payment obligations thereunder and (bb) other than the requirement to deliver an Aircraft to the Security Trustee (if Lessee is so directed) following delivery to Lessee of a Relevant Notice under the Lessee Consent or as required by Applicable Law, Lessee obligations to comply with any return/redelivery requirements thereunder (all the foregoing obligations being collectively referred to herein as the "**Guaranteed Obligations**") and, in order to guarantee the Guaranteed Obligations, is executing and delivering this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in order to induce the Lenders to enter into the transaction contemplated by the Credit Agreement, the Guarantor covenants and agrees with the Security Trustee, on behalf of the Secured Parties, as follows:

1. **The Guarantee.**

(a) The Guarantor absolutely, irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, the due and punctual payment in full, observance and performance of the Guaranteed Obligations (whether on stated due dates, by acceleration or otherwise), the foregoing guarantee (in respect of payment obligations) constituting hereby a guarantee of payment and not of collection.

(b) The Guarantor hereby irrevocably waives (i) any right of subrogation, (ii) notice of acceptance hereof, and of any action taken or omitted in reliance hereon, (iii) presentment for

payment, observance or performance upon any Guaranteed Party, demand of payment, observance or performance from any Guaranteed Party, protest or notice to any Guaranteed Party of failure to pay, observe or perform or notice to the Guarantor of any default in the payment, observance or performance by any Guaranteed Party of any Guaranteed Obligations, except as otherwise expressly stated herein, (iv) any requirement of diligence or promptness on the part of the Security Trustee or any Secured Party in making demand, commencing suit or exercising any other right or remedy under any of the Basic Documents and (v) any right to require the Security Trustee or any Secured Party to exercise any right or remedy against any Guaranteed Party or any other Person or entity prior to enforcing any right of the Security Trustee or any Secured Party against the Guarantor hereunder.

(c) The obligations of the Guarantor hereunder shall be absolute, unconditional and continuing under any and all circumstances and shall be performed by the Guarantor regardless of (a) whether any Guaranteed Party, the Guarantor, any Secured Party or the Security Trustee shall have taken or failed to take any steps to collect or enforce any obligation or liability from any Guaranteed Party, or shall have otherwise exercised or failed to exercise any rights, powers or remedies under any of the Basic Documents against any Guaranteed Party and shall in no way be affected or impaired by (and no notice to the Guarantor shall be required in respect of) any compromise, waiver, settlement, release, extension, change in or modification of any of the Guaranteed Obligations, (b) the disaffirmance or rejection or purported disaffirmance or purported rejection of any of the Basic Documents in any insolvency, bankruptcy or reorganization proceedings relating to any Guaranteed Party or the Guarantor, (c) any law, regulation or decree now or hereafter in effect which might in any manner affect any of the terms or provisions of any of the Basic Documents or any of the Security Trustee's or any Secured Party's rights, powers or remedies thereunder as against any Guaranteed Party or which might cause or permit to be invoked any alteration in the time, amount, manner of payment or performance of any of the obligations and liabilities of any Guaranteed Party, (d) any failure of any Guaranteed Party to comply with the requirements of any federal, state or local law, regulation or order of any political subdivision or agency thereof, (e) the occurrence and continuance of any Default or Event of Default or Lease Event of Default, (f) the merger or consolidation of any Guaranteed Party into or with any corporation or other entity or the sale by any Guaranteed Party of all or any part of its assets, (g) whether the Security Trustee or any Secured Party shall have taken or failed to take any steps to mitigate damages, (h) any other circumstance which might otherwise constitute a defense available to or a discharge of any Guaranteed Party in respect of its obligations or liabilities under any of the Basic Documents, or (i) any other act or omission to act by the Security Trustee or any other Person or entity or any other circumstances whatsoever (with or without notice to or the knowledge of the Guarantor), whether similar or dissimilar to the foregoing, which may or might in any manner or to any extent vary the risk of the Guarantor, or otherwise constitute a legal or equitable discharge of a surety or the Guarantor; it being the purpose and intent of the Guarantor and the Security Trustee that this Agreement and the obligations and liabilities of the Guarantor hereunder shall be absolute, unconditional and continuing under any and all circumstances and shall not be discharged except by payment, observance and performance in full of all the Guaranteed Obligations.

(d) Notwithstanding anything to the contrary contained in this Section 1, (i) the Guarantor may assert as a defense to any claim by the Security Trustee or any Secured Party for payment or performance of the Guaranteed Obligations any valid defense, claim, set-off or deduction which any Guaranteed Party could reasonably have asserted against such party in respect of such claim as the borrower under the Credit Agreement to the extent that such claim made by the Security Trustee or any Secured Party was not available to be made by the Security Trustee or any Secured Party under the Credit Agreement; **provided, that** for the avoidance of doubt, the Guarantor may not assert such defense to the extent that any defense, claim, set-off or deduction available to any Guaranteed Party is only made available under any insolvency,

bankruptcy or reorganization proceedings relating to such Guaranteed Party and (ii) to the extent that any Guaranteed Party is relieved of any of the Guaranteed Obligations under the terms of any of the Basic Documents other than in connection with an insolvency, bankruptcy or reorganization proceedings, or any of the Guaranteed Obligations are compromised, settled, waived, released or extended in a writing signed by the party making such claim, or the terms of any of the Guaranteed Obligations or of the Basic Documents in respect thereof are validly amended or modified other than in connection with an insolvency, bankruptcy or reorganization proceedings, the Guarantor shall be similarly relieved of its corresponding liabilities and obligations with respect to such Guaranteed Obligations and/or shall be entitled to the benefit of any such compromise, settlement, waiver, release, extension, amendment or modification.

(e) The Guarantor agrees to pay all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with the enforcement of the obligations of any Guaranteed Party after the occurrence and during the continuance of an Event of Default, to the extent that such costs and expenses are not paid by such Guaranteed Party or otherwise and in connection with the enforcement of the obligations of the Guarantor under this Agreement after the occurrence and during the continuance of an Event of Default.

(f) If any payment of any Guaranteed Obligations is rescinded or must otherwise be returned by the Security Trustee or any Secured Party as a result of any law or an order issued in a bankruptcy or insolvency proceeding relating to any Guaranteed Party or otherwise, the amount so repaid shall not be deemed to have been paid and shall be deemed to be outstanding and the guaranty of the Guarantor hereunder in respect of such payment shall be reinstated and shall remain in full force and effect.

2. **Representations and Warranties of the Guarantor.** The Guarantor hereby represents and warrants to the Security Trustee that:

(a) The Guarantor is a corporation duly organized and validly existing in good standing under the laws of the State of Nevada, is qualified to do business in each jurisdiction where the failure to be so qualified could have a materially adverse effect on the Guarantor's business, operations or condition (financial or otherwise) or on its ability to perform its obligations hereunder, and has the corporate power and authority, and all licenses, rights, permits, certificates, franchises and other privileges, necessary to carry on its business as presently conducted and to perform its obligations under this Agreement.

(b) The execution, delivery and performance by the Guarantor of this Agreement has been duly authorized by all necessary corporate action on the part of the Guarantor, does not require any approval of the shareholders of the Guarantor, and neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor compliance by the Guarantor with any, nor the Guarantor's performance of all, of the terms and provisions hereof will contravene or has contravened any judgment or order applicable to or binding on it or any applicable law or conflict with, result in any breach of, or constitute any default under, its organizational documents or conflict with, result in the creation of a lien under, or require the consent of any trustee or creditor pursuant to, any indenture, mortgage, chattel mortgage, deed of trust, conditional sales contract, lease, bank loan or credit agreement or other agreement or instrument to which the Guarantor is a party or by which it or any of its assets may be bound.

(c) This Agreement has been duly executed and delivered by the Guarantor, and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(d) There are no actions, suits or proceedings pending or, to the best of the Guarantor's knowledge after due inquiry, threatened in any court or before any regulatory commission, board or administrative or other Governmental Authority against or affecting the Guarantor which could have a materially adverse effect on its ability to enter into or perform its obligations under this Agreement or on the condition (financial or otherwise), operations, business or prospects of the Guarantor.

(e) The Guarantor is in material compliance with all applicable laws in all applicable jurisdictions, the violation of which could have a material adverse effect on the properties, business, prospects, profits or condition of the Guarantor.

(f) The Guarantor is solvent and will not be rendered insolvent by the consummation of the transactions contemplated by the Basic Documents, including, without limitation, this Agreement; after such consummation, the capital of the Guarantor will not be unreasonably small for the conduct of the business in which the Guarantor is engaged or is about to engage; the Guarantor has no intention or belief that it is about to incur debts beyond its ability to pay as they mature; and the Guarantor's participation in such transactions is made without any intent to hinder, delay or defraud either present or future creditors of the Guarantor, and none of the transactions contemplated by the Basic Documents to which the Guarantor is a party is void or voidable at the behest of any creditor of the Guarantor.

(g) The financial statements of the Guarantor for the fiscal year ending December 31, 2022 and the fiscal quarter ending June 30, 2023 (i) were prepared in accordance with GAAP consistently applied (except as may be indicated in the notes thereto or as permitted by Form 10-Q in the case of interim unaudited consolidated financial statements) and (ii) fairly represent in all material respects the consolidated financial condition and operations of the Guarantor as at the respective dates thereof and the consolidated results of its operations and cash flows for the periods indicated therein.

(h) Since December 31, 2022, there has been no material adverse change in the financial condition or prospects of the Guarantor.

(i) Both the Borrower and the Lessee are wholly-owned consolidated Subsidiaries of the Guarantor.

(j) It is in the best interests of the Guarantor to execute this Guaranty, inasmuch as the Guarantor will derive substantial direct and indirect benefits from the Loans made by the Lenders and the Guarantor agrees that the Lenders are relying on this representation in agreeing to make such Loans.

3. **Covenants of the Guarantor.** The Guarantor hereby covenants in favor of the Security Trustee as follows:

(a) The Guarantor agrees not to create any Lien on the Aircraft or the other Collateral and shall take all necessary action to remove and release any such Lien if created by Guarantor and shall reimburse and indemnify the Security Trustee, and each other party to any of the Basic Documents (excluding Lessee), for any loss incurred as a result of any such Lien created by Guarantor.

(b) The Guarantor shall not take any action to cause the Borrower or Lessee not to comply, or to prohibit the Borrower or Lessee from complying, with its covenants, agreements and undertakings set forth in the Basic Documents to which the Borrower or Lessee is or will become a party.

(c) From time to time the Guarantor agrees that it will do all such acts, execute, acknowledge and deliver all such instruments and make all filings and recordings in all jurisdictions as it shall be reasonably requested by the Security Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

(d) The Guarantor shall not, and shall not permit the Borrower or Lessee to, liquidate, dissolve or consolidate with or merge into or with any other Person without the prior written consent of the Security Trustee (acting on behalf of the Secured Parties).

(e) The Guarantor shall not at any time institute against the Borrower or Lessee or cause the Borrower or Lessee to make a voluntary filing or consent to an involuntary filing with respect to itself in any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other Insolvency Proceeding.

(f) The Guarantor will deliver to the Administrative Agent and each Lender:

(i) as soon as available, and in any event within 180 days after the end of each fiscal year of the Guarantor (commencing with the fiscal year ended December 31, 2023), a consolidated balance sheet of the Guarantor and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of income or operations, shareholders' equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, audited and accompanied by a report and opinion of independent public accountants of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards (and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Guarantor and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied; and

(ii) promptly after the same are publicly available, copies of each annual report, proxy or financial statement or other report or communication sent to the shareholders of the Guarantor, and copies of all annual, regular, periodic and special reports and registration statements that the Guarantor may file or be required to file with the SEC or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, and not otherwise required to be delivered pursuant hereto,

provided that, documents required to be delivered pursuant to this clause (f) may be delivered electronically and, if so delivered, shall be deemed to have been delivered on the date (A) on which such materials are publicly available as posted on the Electronic Data Gathering, Analysis and Retrieval system (EDGAR); or (B) on which such documents are posted on the Guarantor's behalf on an Internet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent).

(g) Subject to the terms of this Agreement, the Guarantor has and will maintain no less than a 100% voting and 100% common equity interest in the Borrower and the Lessee.

4. **Miscellaneous.**

(a) Except as expressly otherwise provided herein, all notices, requests, demands or other communications to or upon the Security Trustee, or the Guarantor shall be deemed to have been duly given or made when given pursuant to the terms of the Credit Agreement.

(b) Neither any Secured Party nor the Security Trustee shall by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach by the Guarantor of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Security Trustee or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Security Trustee or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Trustee or any Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law. No waiver of any of the terms and conditions of this Agreement and no notice to or demand on the Guarantor or any Guaranteed Party in any case shall entitle the Guarantor or any Guaranteed Party to any other or further notice or demand in similar or other circumstances or constitute the waiver of the rights of the Security Trustee or any Secured Party to any other or further action in any circumstances without notice or demand.

(c) This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York.

(d) The Guarantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court of the Southern District of New York and any New York state court sitting in this Borough of Manhattan, New York City, in any action or proceeding arising out of or relating to this Agreement, or the transactions contemplated hereby. The Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any party may otherwise have to bring any action or proceeding relating to this Agreement against another party or its properties in the courts of any jurisdiction.

(e) The Guarantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (d) of this Section 4. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(f) THE GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) If any provision hereof should be held invalid, illegal, or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (i) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Security Trustee in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the Guarantor hereby waives any provision of law which would render any provision hereof prohibited or unenforceable in any respect.

(h) No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by the Guarantor therefrom, shall in any event

be effective unless the same shall be in writing specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and is signed by each of the Security Trustee and the Guarantor, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the Security Trustee and the Guarantor.

(i) This Agreement shall be binding upon the Guarantor, its successors and permitted assigns, and shall inure to the benefit of the Security Trustee, on behalf of the Secured Parties, and be enforceable by the Security Trustee and its successors and assigns; **provided that**, the Guarantor shall not assign any of its obligations hereunder without the prior written consent of the Security Trustee. This Agreement shall not be deemed to create any right in any Person or entity nor be construed in any respect to be a contract in whole or in part for the benefit of any Person or entity except as provided herein.

5. **Reorganization of Payment Obligation.** If, as a result of any insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding with respect to, or affecting the status, existence, assets or obligations of any Guaranteed Party, the amount or timing of any payment, observance or performance of any Guaranteed Obligations shall be discharged, adjusted, rescheduled, rearranged or otherwise becomes payable in an amount or at a time, other than as specifically provided for in the Basic Documents, the Guarantor specifically agrees, as a primary obligation, to pay, observe and perform such Guaranteed Obligations at the time and in the amount such payment, observance or performance would have become due in accordance with the terms of the Basic Documents if such insolvency, bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding had not occurred.

6. **No Set-Off.** The obligations of the Guarantor hereunder shall not be released, discharged or otherwise affected by the existence of any claim, set-off, defense, or other right that the Guarantor may have at any time and from time to time against the Security Trustee, any Secured Party or any other Person or entity, whether in connection herewith or with any related or unrelated transaction.

* * *

IN WITNESS WHEREOF, each of the Guarantor and the Security Trustee has caused this Allegiant Guarantee Agreement to be duly executed and delivered by its proper and duly authorized officer as of the day and year first above written.

ALLEGiant TRAVEL COMPANY, as Guarantor

By: /s:/Robert Neal
Name: Robert Neal
Title: CFO

[Signature Page to Allegiant Guarantee Agreement]

BANK OF UTAH, as Security Trustee

By: /s/: Michael Arsenault
Name: Michael Arsenault
Title: Senior Vice President

[Signature Page to Allegiant Guarantee Agreement]

****] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

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ARTICLES

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Article 2.	Delivery Schedule
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TABLE

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1B-R2	Aircraft Information Table: Model 737-7	SA-2

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LA-2101479R2 [***]

LA-2101478 [***]

LA-2105503 [***]

LA-2101481 [***]

LA-2101482R1 [***]

LA-2101483 [***]

LA-2101485 [***]

LA-2101487 [***]

LA-2101488R1 [***]

LA-2101489 [***]

LA-2101490 [***]

LA-2101491 [***]

LA-2103907R1 [***]

LA-2103908R1 [***]

LA-2103909 [***]

LA-2103923 [***]

LA-2103924 [***]

LA-2103925 [***]

LA-2103930R1 [***]

LA-2104982R1 [***]

LA-2104792 [***]

LA-2105122 [***]

LA-2105267 [***]

LA-2105268 [***]

LA-2105443 [***]

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SA-2

BOEING PROPRIETARY

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Supplemental Agreement No. 2

to

Purchase Agreement No. 05130

between

THE BOEING COMPANY

and

ALLEGIANT AIR, LLC

THIS SUPPLEMENTAL AGREEMENT is entered into as of the date written below (**Supplemental Agreement No. 2**) by and between THE BOEING COMPANY (**Boeing**) and ALLEGIANT AIR, LLC (**Customer**).

All terms used but not defined in this Supplemental Agreement No. 2 have the same meaning as in the Purchase Agreement.

WHEREAS, Boeing and Customer have entered into Purchase Agreement No. 05130 dated as of December 31, 2021 as amended and supplemented (**Purchase Agreement**) relating to the purchase and sale of fifty (50) Boeing Model 737 MAX Aircraft (**Aircraft**); and

[***]

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Purchase Agreement as follows:

1. TABLE OF CONTENTS.

The Table of Contents of the Purchase Agreement is deleted in its entirety, and replaced by a new Table of Contents provided hereto and incorporated into the Purchase Agreement by this reference. The new Table of Contents reflects the revisions set forth in this Supplemental Agreement No. 2 into the Purchase Agreement.

2. TABLES 1.

- a. Table 1A-R1 of the Purchase Agreement is replaced in its entirety with Table 1A-R2 attached hereto [***].
- b. Table 1B-R1 of the Purchase Agreement is replaced in its entirety with Table 1B-R2 attached hereto [***].

All references to such Tables in the documentation listed in the Table of Contents are hereby modified to reflect such replacements.

3. EXHIBITS

- a. Exhibit A1 to the Purchase Agreement, Aircraft Configuration: Model 737-8-200, is replaced in its entirety with Exhibit A1-R1 attached hereto to revise the configuration for the 737-8-200 Aircraft.
- b. Exhibit A2 to the Purchase Agreement, Aircraft Configuration: Model 737-7, is replaced in its entirety with Exhibit A2-R1 attached hereto to revise the configuration for the 737-7 Aircraft.

All references to such Exhibits in the documentation listed in the Table of Contents are hereby modified to reflect such replacements.

4. SUPPLEMENTAL EXHIBIT

- a. Supplemental Exhibit to the Purchase Agreement entitled BFE1, BFE Variables, is replaced in its entirety with Supplemental Exhibit BFE1-R1 attached hereto to revise the BFE on-dock dates to conform to the revised delivery schedules reflected in Tables 1A-R2 and 1B-R2 of the Purchase Agreement.

All references to such Supplemental Exhibit in the documentation listed in the Table of Contents are hereby modified to reflect such replacements.

5. LETTER AGREEMENTS.

- a. [***]

All references to such Attachments A and B in the documentation listed in the Table of Contents are hereby modified to reflect such replacements.

- b. Letter Agreement WJE-PA-05130-LA-2101479R1 [***].
- c. Letter Agreement WJE-PA-05130-LA-2101488 [***].
- d. Letter Agreement WJE-PA-05130-LA-2101482 [***].
- e. Letter Agreement WJE-PA-05130-LA-2103907 [***].
- f. Letter Agreement WJE-PA-05130-LA-2103908 [***].
- g. Letter Agreement WJE-PA-05130-LA-2103930 [***].
- h. Letter Agreement WJE-PA-05130-LA-2104982 [***].

6. ADVANCE PAYMENTS.

- [***]

Payment Description	Amount Due	Payment Due Date
October-2023 PDP Payment	[**]	[**]
November-2023 PDP Payment	[**]	[**]
December-2023 PDP Payment	[**]	[**]
January-2024 PDP Payment	[**]	[**]
[**]	[**]	[**]

The core provisions of the Purchase Agreement will be superseded and replaced as provided above, and the Purchase Agreement, as so modified, will be the parties' current agreement on the aforementioned matters, superseding all previous negotiations or agreements.

EXECUTED IN DUPLICATE as of:

DATE: September 29, 2023

THE BOEING COMPANY ALLEGIANT AIR, LLC

By: /s/: Alan Luan By: /s/: Robert Neal

Its: Attorney-In-Fact Its: CFO

Attachments

WJE-PA-05130 iii SA-2

BOEING PROPRIETARY

Table 1A-R2 To
Purchase Agreement No. PA-05130
[*]**

*[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

Airframe Model/MTOW:	[***]	[***]	Configuration Specification:	[***]	[***]
Engine Model/Thrust:	[***]	[***]	Airframe Price Base Year/Escalation Formula:	[***]	[***]
Airframe Price:		[***]	Engine Price Base Year/Escalation Formula:		
Optional Features:		[***]			
Sub-Total of Airframe and Features:		[***]	<u>Airframe Escalation Data:</u>		
Engine Price (Per Aircraft):		[***]	Base Year Index (ECI):		[***]
Aircraft Basic Price (Excluding BFE/SPE):		[***]	Base Year Index (CPI):		[***]
Buyer Furnished Equipment (BFE) Estimate:		[***]			
Seller Purchased Equipment (SPE) Estimate:		[***]			
LIFT Seats Provided by Boeing (Estimate):		[***]			
Deposit per Aircraft:		[***]			

Delivery Date*	***	Number of Aircraft	***			***	***			
							***	***	***	***
***	***	***	***			***	***	***	***	***
***	***	***	***			***	***	***	***	***
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***	***	***	***			***	***	***	***	***

Table 1A-R2 To
Purchase Agreement No. PA-05130
[***]

[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
Total:		[***]								

[***]

[***]

Table 1B-R2 To
Purchase Agreement No. PA-05130
[***]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Airframe Model/MTOW:	[***]	[***]	Configuration Specification:	[***]	
Engine Model/Thrust:	[***]	[***]	Airframe Price Base Year/Escalation Formula:	[***]	[***]
Airframe Price:		[***]	Engine Price Base Year/Escalation Formula:		
Optional Features:		[***]			
Sub-Total of Airframe and Features:		[***]	Airframe Escalation Data:		
Engine Price (Per Aircraft):		[***]	Base Year Index (ECI):	[***]	
Aircraft Basic Price (Excluding BFE/SPE):		[***]	Base Year Index (CPI):	[***]	
Buyer Furnished Equipment (BFE) Estimate:		[***]			
Seller Purchased Equipment (SPE) Estimate:		[***]			
LIFT Seats Provided by Boeing (Estimate):		[***]			
Deposit per Aircraft:		[***]			

Delivery Date*	[***]	Number of Aircraft	[***]			[***]	[***]			
							[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]

Table 1B-R2 To
Purchase Agreement No. PA-05130
[**]

[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]

Total: [**]

[**]

[**]

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**AIRCRAFT CONFIGURATION
BETWEEN
THE BOEING COMPANY
AND
Allegiant Air
Exhibit A1-R1
to Purchase Agreement Number PA-05130**

EXHIBIT A1-R1
AIRCRAFT CONFIGURATION
DATED DECEMBER 31, 2021

relating to

BOEING MODEL 737-8-200 AIRCRAFT (ALSO REFERRED TO AS 737-8200)

The Detail Specification is Boeing document number D019A008, revision X, dated as of April 30, 2020. The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A. Such Detail Specification will be comprised of Boeing configuration specification as amended to incorporate the optional features (**Options**) listed below, [***]. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

***	***	***
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***	***	***
***	***	***
***	***	***

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**AIRCRAFT CONFIGURATION
BETWEEN
THE BOEING COMPANY
AND
Allegiant Air
Exhibit A2-R1
to Purchase Agreement Number PA-05130**

EXHIBIT A2-R1
AIRCRAFT CONFIGURATION
DATED DECEMBER 31, 2021
relating to
BOEING MODEL 737-7 AIRCRAFT

The Detail Specification is Boeing document number D019A008, revision X, dated as of April 30, 2020. The Detail Specification provides further description of Customer's configuration set forth in this Exhibit A. Such Detail Specification will be comprised of Boeing configuration specification as amended to incorporate the optional features (**Options**) listed below, [***]. As soon as practicable, Boeing will furnish to Customer copies of the Detail Specification, which copies will reflect such Options. The Aircraft Basic Price reflects and includes all effects of such Options, except such Aircraft Basic Price does not include the price effects of any Buyer Furnished Equipment or Seller Purchased Equipment.

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BOEING PROPRIETARY

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BUYER FURNISHED EQUIPMENT VARIABLES
between
THE BOEING COMPANY
and
ALLEGIANT AIR, LLC
Supplemental Exhibit BFE1
to Purchase Agreement Number PA-05130

BUYER FURNISHED EQUIPMENT VARIABLES

relating to

BOEING MODELS 737-8-200 AND 737-7 AIRCRAFT

This Supplemental Exhibit BFE1 contains supplier selection dates, on-dock dates and other requirements applicable to the Aircraft.

1. Supplier Selection.

Customer will:

Select and notify Boeing of the suppliers and part numbers of the following BFE items by the following dates:

Galley System	[***]
Galley Inserts	[***]
Seats (passenger)	[***]
Overhead & Audio System	[***]
In-Seat Video System or PED	[***]
Miscellaneous Emergency Equipment	[***]
Cargo Handling Systems	[***]

Customer will enter into initial agreements with the selected Galley System, Galley Inserts, Seats, and In-Seat Video System suppliers on or before the above supplier selection dates to actively participate with Customer and Boeing in coordination actions including the Initial Technical Coordination Meeting (**ITCM**).

2. On-dock Dates and Other Information.

On or before [***] prior to Aircraft delivery, Boeing will provide to Customer the BFE Requirements. These requirements may be periodically revised, setting forth the items, quantities, on-dock dates and shipping instructions and other requirements relating to the in-sequence installation of BFE. For planning purposes, preliminary BFE on-dock dates are set forth below:

737-7								
Month / Year	Aircraft Qty	Seats	Galley / Furnishings	Antennas & Mounting Equipment	Avionics	Cabin Systems Equipment	Misc. Emergency Equipment	Textiles / Raw Materials
***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***
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***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***
TOTAL	***							

7-8200								
Month / Year	Aircraft Qty	Seats	Galley / Furnishings	Antennas & Mounting Equipment	Avionics	Cabin Systems Equipment	Misc. Emergency Equipment	Textiles / Raw Materials
***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***
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***	***	***	***	***	***	***	***	***
TOTAL	***							

Service regulations. In the event Customer requests Boeing, in writing, to act as importer of record for Customer's BFE, and Boeing agrees to such request, Customer is responsible for ensuring Boeing can comply with all U.S. Customs Import Regulations by making certain that, at the time of shipment, all BFE shipments comply with the requirements in the "International Shipment Routing Instructions", including the Customs Trade Partnership Against Terrorism (**C-TPAT**), as set out on the Boeing website referenced below. Customer agrees to include the International Shipment Routing Instructions, including C-TPAT requirements, in each contract between Customer and BFE supplier.

http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html

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The Boeing Company

P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2101477R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

The Purchase Agreement incorporates the terms and conditions of WJE-AGTA between Boeing and Customer. This Letter Agreement modifies certain terms and conditions of the AGTA with respect to the Aircraft.

1. [***].

1.1 [***]

1.2 [***]

1.3 [***].

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[***]

[***]

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2. [***].

2.1 [***].

2.2 [***].



3. [***].
 - 3.1 [***].
 - 3.2 [***].
4. [***].
 - 4.1 [***]

4.2 If Boeing [***] to Boeing, [***] instruction from Boeing to the contrary, [***] designated by Boeing.

4.3 For all purposes of this Article 4, including without limitation, notice, [***]. Nothing herein will constitute [***] of Boeing; all [***] will be [***]. Boeing expressly reserves all of its rights and remedies under any agreement and applicable law.

5. [***].
 - 5.1 Customer [***].

5.2 Notwithstanding any [***] of this Letter Agreement or the Purchase Agreement, [***] Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. . Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

In addition to any equitable relief that may be available to the damaged party in the event of a breach of this paragraph, the damaged party will have remedies available to it under the Purchase Agreement and at law. If the foregoing correctly sets forth your understanding of our agreement with respect to the matters contained herein, please indicate your acceptance and approval below.



ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

By: /s/: Robert Neal

Name: Robert Neal

Title: CFO

THE BOEING COMPANY

By: /s/: Alan Luan

Name: Alan Luan

Title: Attorney-In-Fact

Attachment A To
Letter Agreement No. WJE-PA-05130-LA-2101477
[***]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Airframe Model/MTOW: [***] [***]

Engine Model/Thrust: [***] [***]

Airframe Price: [***]

Optional Features: [***]

Sub-Total of Airframe and Features: [***]

Engine Price (Per Aircraft): [***]

Aircraft Basic Price (Excluding BFE/SPE): [***]

Buyer Furnished Equipment (BFE) Estimate: [***]

Seller Purchased Equipment (SPE) Estimate: [***]

[***] [***]

Deposit per Aircraft: [***]

Configuration Specification: [***]

Airframe Price Base Year/Escalation Formula: [***] [***]

Engine Price Base Year/Escalation Formula:

Airframe Escalation Data:

Delivery Date*	[***]	Number of Aircraft	[***]			[***]	[***]				
							[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]

Attachment A To
Letter Agreement No. WJE-PA-05130-LA-2101477
[*]**

[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]

Total: [***]

[***]

[***]

Attachment B To
Letter Agreement No. WJE-PA-05130-LA-2101477
[***]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Airframe Model/MTOW:

Engine Model/Thrust:

Airframe Price:

Optional Features:

Sub-Total of Airframe and Features:

Engine Price (Per Aircraft):

Aircraft Basic Price (Excluding BFE/SPE):

Buyer Furnished Equipment (BFE) Estimate:

Seller Purchased Equipment (SPE) Estimate:

Deposit per Aircraft:

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

Configuration Specification:

Airframe Price Base Year/Escalation Formula:

Engine Price Base Year/Escalation Formula:

Airframe Escalation Data:

[***]

[***]

[***]

[***]

Delivery Date*	[***]	Number of Aircraft	[***]			[***]	[***]				
							[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]			[***]	[***]	[***]	[***]	[***]	[***]

Attachment B To
Letter Agreement No. WJE-PA-05130-LA-2101477
[]**

[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]			[**]	[**]	[**]	[**]	[**]	[**]

Total: [**]

[**]

[**]

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207



WJE-PA-05130-LA-2101479R2

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Models 737-8-200 and 737-7 aircraft (each or collectively **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

This Letter Agreement sets forth the rights and obligations between Boeing and Customer if Customer [***]. The terms of this Letter Agreement will prevail if there is any conflict between this Letter Agreement and any provision of the Purchase Agreement.

1. [***].

1.1 Boeing will consent to any reasonable request by Customer [***] under the Purchase Agreement [***]; provided that Customer [***] accept Boeing's terms and conditions [***]. Such terms and conditions include, but are not limited to, the following: (i) [***]; (ii) [***]; (iii) Customer will [***] to Boeing under the Purchase Agreement to perform all duties and obligations of Customer; (iv) Boeing will not be subject to any additional liability [***] not otherwise be subject to under the Purchase Agreement; and, (v) [***] the continued rights of Boeing under the Purchase Agreement, [***].

1.2 [***].

[***]	
[***]	[***]
[***]	[***]
[***]	[***]

[***].

1.2.1 [***]:



1.3 Notwithstanding any other provisions of the Purchase Agreement, [***].

1.3.1 [***].

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

[***]

1.3.2 Subject to Customer facilitating execution of a proprietary information agreement between the applicable [***] party and Boeing, [***]:

1.3.3 [***].

1.3.4 [***].

1.3.5 [***].

2. Manufacturer's Option.

[***] Customer's rights under the Purchase Agreement with respect to any Aircraft [***] Boeing will have the right to assume those rights under the Purchase Agreement with respect to such Aircraft pursuant to the [***].

3. [***].

3.1 [***].

3.2 [***].

4. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Customer of any benefits supplied hereunder for delivered Aircraft.

5. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or advance payments) under the Purchase Agreement, Customer shall be entitled to disclose such



information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGiant AIR, LLC
By: /s/: Robert Neal

Name: Robert Neal

Title: CFO

THE BOEING COMPANY
By: /s/: Alan Luan

Name: Alan Luan

Title: Attorney-In-Fact

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207



WJE-PA-05130-LA-2101488R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***], at the time of delivery of each such Aircraft, unless otherwise noted, Boeing will provide to Customer the following [***]:

1.1 [***]:

[***]	[***]
[***]	[***]

1.2 [***]:

[***]	[***]
[***]	[***]

1.3 [***]:

[***]	[***]
[***]	[***]



1.4 [***]:

[***]	[***]
[***]	[***]

1.5 [***].

1.6 [***]

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

1.7 [***].

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

1.8 [***].

1.9 [***]:

[***]	[***]
[***]	[***]

1.10 [***]:

[***]	[***]
[***]	[***]

1.11 [***]:

[***]	[***]
[***]	[***]

1.12 [***].

1.13 [***].

1.14 [***].



2. [***].
Unless otherwise noted, the amounts of [***] scheduled delivery month of the respective Aircraft pursuant to [***] the Purchase Agreement applicable to the Aircraft. Unless otherwise specified [***], at the election of Customer, [***].

3. [***].
[***].
3.1 [***].
3.2 [***].

4. [***].
I[***]:
4.1 [***]:

[***]	[***]
[***]	[***]
[***]	[***]

4.2 [***].
4.3 [***].

5. Assignment.

Unless otherwise noted herein, the Credit Memoranda described in this Letter Agreement are provided as a financial accommodation to Customer and in consideration of Customer taking title to the Aircraft at time of delivery and becoming the operator of the Aircraft. This Letter Agreement cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such



information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

In addition to any equitable relief that may be available to the damaged party in the event of a breach of this paragraph, the damaged party will have remedies available to it under this Purchase Agreement and at law.

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

THE BOEING COMPANY

By: /s/: Robert Neal

By: /s/: Alan Luan

Name: Robert Neal

Name: Alan Luan

Title: CFO

Title: Attorney-In-Fact

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207



WJE-PA-05130-LA-2104982R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-7 aircraft (**737-7 Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***].
[***].
 2. [***].
2.1 [***].
2.2 [***].
 3. [***].
[***].
 4. [***].
[***]:
4.1 [***].
4.2 [***].
4.3 [***].
 5. [***].
[***].
 6. Assignment.
- Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer[***], in whole or in part, without the prior written consent of Boeing. [***].
7. Confidentiality.



The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to each of Customer and Customer affiliates' employees, officers and directors, legal counsel, professional advisors and auditors, with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof.

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

THE BOEING COMPANY

By: /s/: Robert Neal

By: /s/: Alan Luan

Name: Robert Neal

Name: Alan Luan

Title: CFO

Title: Attorney-In-Fact

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207



WJE-PA-05130-LA-2103930R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-8-200 aircraft and model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Definitions.

Airframe Price Adjustment means the price adjustment as defined in Supplemental Exhibit AE1 to the Purchase Agreement.

[***].

Escalation Forecast means the bi-annual escalation forecast Boeing issues in February and August based on Boeing's then current ECI-MFG/CPI escalation formula.

Escalation Notice means the written communication from Boeing to Customer in accordance with Article 3.

[***].

Option Aircraft will have the meaning specified in Letter Agreement No. WJE-PA-05130-LA-2103908R1 entitled "[***]" relating to Option Aircraft.

Program Aircraft means each Aircraft in Tables 1A and 1B of the Purchase Agreement as of the date of this Letter Agreement and any Option Aircraft [***] for which Customer has exercised its option exercise rights.

[***].

[***].

[***].

[***].

2. [***].

[***].



3. Notice of Airframe Price Forecast prior to Delivery.

3.1 [***] prior to a Program Aircraft scheduled delivery month, Boeing will review the Escalation Forecast [***]
The Escalation Forecast period applicable to a given Program Aircraft is set forth in Attachment A.

3.2 [***]:

3.2.1 [***]

3.2.2 [***]:

(i) [***];

(ii) [***]; or

(iii) [***].

3.3 [***].

3.3.1 [***]:

(i) [***].

3.3.2 [***].

3.3.3 [***].

3.4 [***].

4. [***].

4.1 [***]:

4.1.1 [***].

4.1.2 [***].

4.2 [***].

4.3 [***].

5. Effect on Advance Payments.

The amount and timing of advance payments Customer is required to pay to Boeing pursuant to the Purchase Agreement are unaffected by any terms set forth in this Letter Agreement.

6. [***].

The escalation adjustment for any other sum applicable to the Program Aircraft identified in the Purchase Agreement as subject to escalation pursuant to Supplemental Exhibit AE1, will be calculated using the escalation methodology established [***].

7. Assignment.

Notwithstanding any other provisions of the Purchase Agreement to the contrary, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft (and the Option Aircraft [***] and cannot be assigned, in whole or in part, without the prior written consent of Boeing. [***].



8. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

By: /s/: Robert Neal

Name: Robert Neal

Title: CFO

THE BOEING COMPANY

By: /s/: Alan Luan

Name: Alan Luan

Title: Attorney-In-Fact



ATTACHMENT A

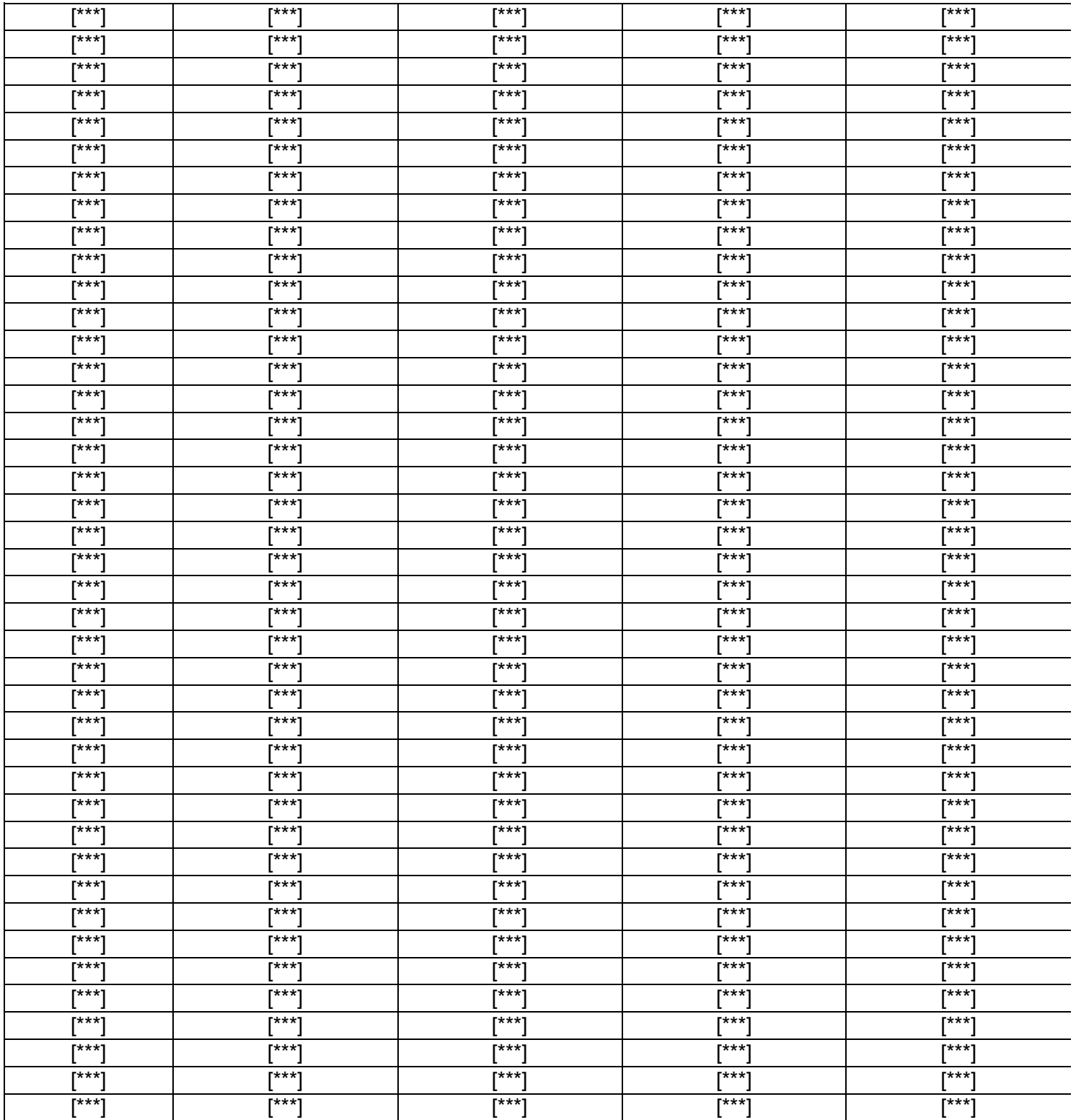
ESCALATION FORECAST & ESCALATION NOTICE DATE

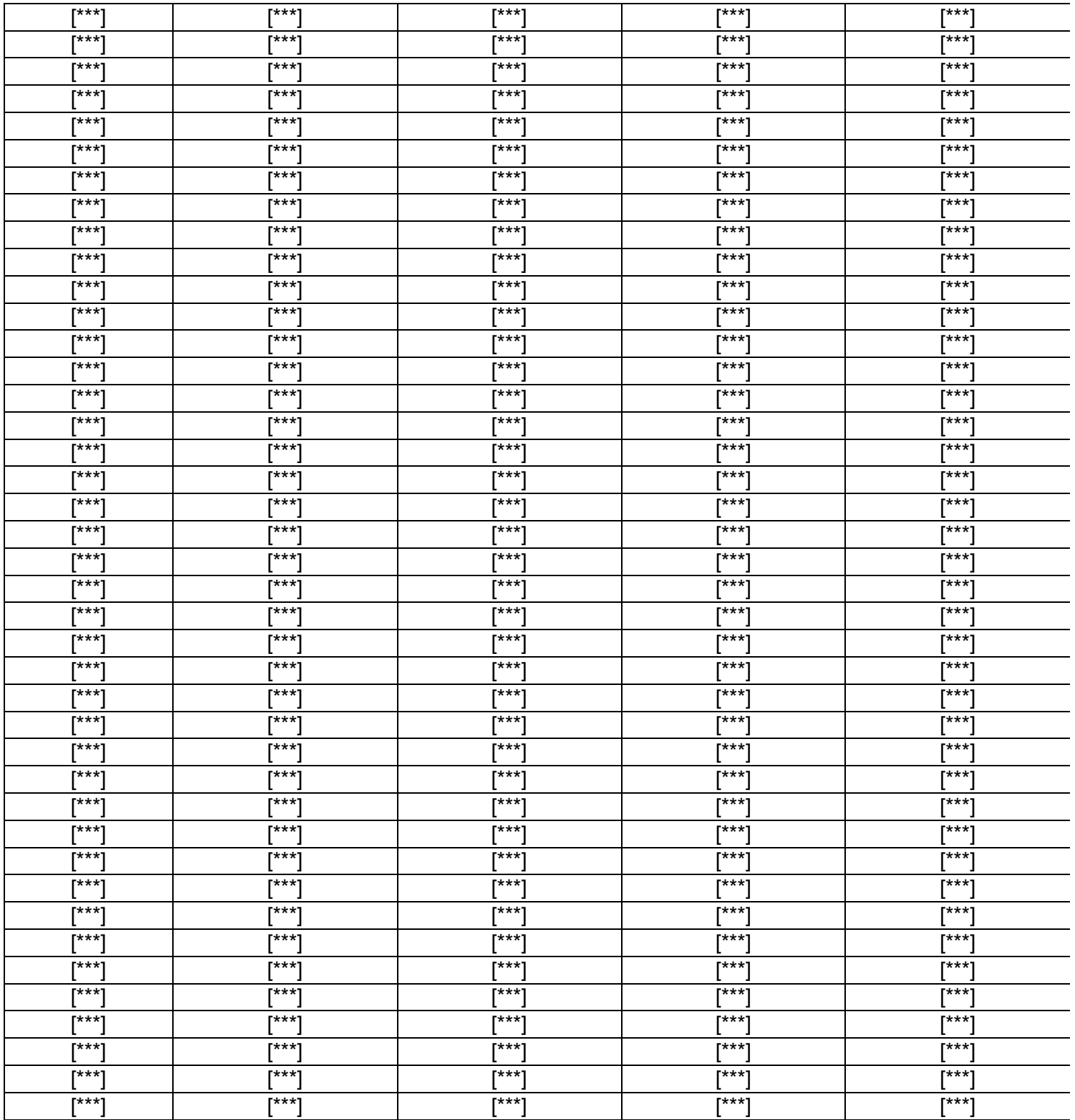
Escalation Forecast	Applicable to Program Aircraft Delivering in Time Period	Escalation Notice Date
Aug 2021	February 2023 through July 2023	15 Oct 2021
Feb 2022	August 2023 through January 2024	15 Apr 2022
Aug 2022	February 2024 through July 2024	15 Oct 2022
Feb 2023	August 2024 through January 2025	15 Apr 2023
Aug 2023	February 2025 through July 2025	15 Oct 2023
Feb 2024	August 2025 through January 2026	15 Apr 2024
Aug 2024	February 2026 through July 2026	15 Oct 2024
Feb 2025	August 2026 through January 2027	15 Apr 2025
Aug 2025	February 2027 through July 2027	15 Oct 2025
Feb 2026	August 2027 through January 2028	15 Apr 2026
Aug 2026	February 2028 through July 2028	15 Oct 2026
Feb 2027	August 2028 through January 2029	15 Apr 2027
Aug 2027	February 2029 through July 2029	15 Oct 2027

ATTACHMENT B

CUMULATIVE ANNUAL ESCALATION FACTORS

[illegible]







[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]

****] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207



WJE-PA-05130-LA-2101482R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: ***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 and Model 737-7 aircraft (**Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. Definition of Terms.

***] (**Scheduled Delivery Month**) established in the Purchase Agreement ***] of the AGTA and for which Customer ***].

2. ***]. Boeing ***] Customer (i) ***] and (ii) ***]. Boeing ***] Customer's ***].

3. ***].

***].

4. ***].

***]:

1.1 ***].

4.2 ***].

5. ***].

In addition to the ***] above and ***]:

5.1 ***]

5.2 ***].

5.3 ***].

6. ***].

6.1 ***].

6.2 ***].



6.3 [***].

6.4 [***].

6.5 [***] Purchase Agreement [***] Purchase Agreement [***].

7. [***].

[***] Purchase Agreement [***] Aircraft [***], Boeing [***]:

(i) [***] Aircraft.

(ii) [***] Customer [***] Boeing, [***].

(iii) [***] Aircraft.

8. Exclusive Remedies.

The remedies set forth in this Letter Agreement are Customer's exclusive remedies for a [***] and are in lieu of all other damages, claims, and remedies of Customer arising at law or otherwise [***]. Customer hereby waives and renounces all other claims and remedies arising at law or otherwise [***].

9. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft and cannot be assigned, in whole or in part, without the prior written consent of Boeing. [***].

10. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof.



ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

By: /s/: Robert Neal

Name: Robert Neal

Title: CFO

THE BOEING COMPANY

By: /s/: Alan Luan

Name: Alan Luan

Title: Attorney-In-Fact

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.



The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-5130-LA-2103907R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-5130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to Model 737-8-200 aircraft and Model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***].
- 1.1 [***].
- 1.2 [***].
- 1.3 [***].
- 1.4 [***].

2. [***].
- [***].

- 2.1 [***].
- 2.2 [***].

3. [***].
- 3.1 [***].
- 3.2 [***].

4. Supplemental Agreement.

Customer and Boeing will use reasonable efforts to execute a supplemental agreement to the Purchase Agreement within [***] following Customer's [***] Customer's [***], whichever is later, to document [***].

5. Assignment.

Notwithstanding any other provisions of the Purchase Agreement, the rights and obligations described in this Letter Agreement are provided to Customer in



The Boeing Company
P.O. Box
3707
Seattle, WA 98124 2207

consideration of Customer becoming the operator of the Aircraft and cannot be assigned in whole or, in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Allegiant of any benefits supplied hereunder for delivered Aircraft.

6. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGiant AIR, LLC

THE BOEING COMPANY

By: /s/: Robert Neal

By: /s/: Alan Luan

Name: Robert Neal

Name: Alan Luan

Title: CFO

Title: Attorney-In-Fact



*[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.*

The Boeing Company
P.O. Box 3707
Seattle, WA 98124 2207

WJE-PA-05130-LA-2103908R1

Allegiant Air, LLC
1201 N. Town Center Drive
Las Vegas, NV 89144

Subject: [***]

Reference: Purchase Agreement No. PA-05130 (**Purchase Agreement**) between The Boeing Company (**Boeing**) and Allegiant Air, LLC (**Customer**) relating to model 737-8-200 aircraft and model 737-7 aircraft (each or collectively, **Aircraft**)

This letter agreement (**Letter Agreement**) amends and supplements the Purchase Agreement. All terms used but not defined in this Letter Agreement will have the same meaning as in the Purchase Agreement.

1. [***] Option Aircraft.

Subject to the terms and conditions contained in this Letter Agreement, in addition to the Aircraft described in Tables 1A and 1B to the Purchase Agreement as of the date of execution of this Letter Agreement, Customer will have the option to purchase [***] option aircraft (**Option Aircraft**).

1.1 [***].

2. Delivery.

The number of aircraft and tentative delivery months are listed in the Attachment to this Letter Agreement. The tentative delivery months are subject to the same Delivery Reset rights as provided for the Aircraft.

3. Configuration.

3.1 Subject to the provisions of Article 3.2 below, the configuration for the Option Aircraft will be the Detail Specification for model 737-8-200 or model 737-7 aircraft, as applicable, at the revision level in effect at the time of Supplemental Agreement (as defined in Article 8 below). Such Detail Specification will be revised to include (i) changes applicable to the Detail Specification that are developed by Boeing between the execution of the Purchase Agreement and the signing of the Supplemental Agreement [***], (ii) changes required to obtain all required regulatory certificates (as applicable to all Aircraft [***], and (iii) other changes as mutually agreed.

3.2 Boeing reserves the right to configure the Option Aircraft starting from a different configuration specification, provided that it can achieve the same configuration which would result pursuant to the provisions of Article 3.1 [***].

4. [***].

4.1 [***].

4.2 [***]

4.3 The Advance Payment Base Price will be developed in accordance with the terms of the Purchase Agreement and determined at the time of Supplemental Agreement.

5. Payment.

5.1 [***].

5.2 Upon execution by the parties of the Supplemental Agreement for Option Aircraft, advance payments will be payable as specified in the Purchase Agreement. The remainder of the Aircraft Price for the Option Aircraft will be paid at the time of delivery.

6. Option Exercise.

6.1 Customer may exercise an Option by giving written notice to Boeing no later than the first (1st) day of the month that [***] prior to the scheduled delivery month of the Option Aircraft listed in the Attachment (**Option Exercise Date**).

6.1.1 [***].

6.2 [***].

7. [***]

7.1 [***].

7.2 [***]:

(i) [***];

(ii) [***];

(iii) [***]

7.3 [***].

7.4 [***].

8. Supplemental Agreement.

Following Customer's exercise of an option to purchase an Option Aircraft, Boeing and Customer will sign a supplemental agreement to the Purchase Agreement for the purchase of [***] (**Supplemental Agreement**) within [***] calendar days of such exercise. The Supplemental Agreement will include the provisions of the Purchase Agreement as modified to reflect the provisions of this Letter Agreement and other terms and conditions as may be agreed upon. In the event the parties have not entered into a Supplemental Agreement within [***] following option exercise, either party may terminate the option to purchase such Option Aircraft by giving written notice to the other [***].

9. Assignment.



Notwithstanding any other provisions of the Purchase Agreement to the contrary, the rights and obligations described in this Letter Agreement are provided to Customer in consideration of Customer becoming the operator of the Aircraft (and the Option Aircraft and/or Rolling Option Aircraft, as applicable and cannot be assigned, in whole or in part, without the prior written consent of Boeing. Nothing in this statement is intended to support recovery from Customer of any benefits supplied hereunder for delivered Aircraft.

10. Confidentiality.

The information contained herein represents confidential business information and has value precisely because it is not available generally or to other parties. Customer will limit the disclosure of its contents to (i) Customer and Customer affiliates' employees, officers and directors and (ii) Customer and Customer affiliates' legal counsel, professional advisors and auditors subject to a duty of confidence or a non-disclosure undertaking, in each case with a need to know the contents for purposes of helping Customer perform its obligations under the Purchase Agreement and who understand they are not to disclose its contents to any other person or entity without the prior written consent of Boeing unless disclosure is required by applicable law or court order, in which case, Customer shall (i) notify Boeing in writing of such disclosure requirement or request prior to making such disclosure, and will take steps to protect the information contained herein, and (ii) use reasonable efforts to obtain redaction and confidential treatment for the disclosed information or parts thereof. In addition, with respect to disclosure of the contents hereof to third parties who may be or are involved with financing (in any form, including sale and lease-back) of Aircraft (and/or Advance Payments) under the Purchase Agreement, Customer shall be entitled to disclose such information to such third party financiers, after consultation with Boeing, as the parties shall mutually agree (each acting reasonably and within industry and financing norms).

ACCEPTED AND AGREED TO this

Date: September 29, 2023

ALLEGIANT AIR, LLC

By: /s/: Robert Neal

Name: Robert Neal

Title: CFO

THE BOEING COMPANY

By: /s/: Alan Luan

Name: Alan Luan

Title: Attorney-In-Fact



**ATTACHMENT to
LETTER AGREEMENT NO. WJE-PA-05130-LA-2103908
OPTION AIRCRAFT DELIVERY, DESCRIPTION, PRICE AND ADVANCE PAYMENTS**

WJE-PA-05130-LA-2103908R1 Page 4
SA-2

BOEING PROPRIETARY

Attachment A To
Letter Agreement No. WJE-PA-05130-LA-2103908R1
[*]**

[***] Certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

Airframe Model/MTOW:	[***]	[***]	Configuration Specification:	[***]	
Engine Model/Thrust:	[***]	[***]	Airframe Price Base Year/Escalation Formula:	[***]	[***]
Airframe Price:		[***]	Engine Price Base Year/Escalation Formula:		
Optional Features:		[***]			
Sub-Total of Airframe and Features:		[***]	Airframe Escalation Data:		
Engine Price (Per Aircraft):		[***]			
Aircraft Basic Price (Excluding BFE/SPE):		[***]			
Buyer Furnished Equipment (BFE) Estimate:		[***]			
Seller Purchased Equipment (SPE) Estimate:		[***]			
[***]		[***]			
Deposit per Aircraft:		[***]			

				[***]					
Delivery	Number of	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
Date	Aircraft								
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
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[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]
Total:	[***]				

Certifications

I, Maurice J. Gallagher, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of Allegiant Travel Company;
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 the registrant as of, and for, the periods presented in this report;
4. The registrant'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 the registrant 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 the registrant, 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 the registrant'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 the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 the registrant'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 the registrant's internal control over financial reporting.

Date: November 8, 2023

/s/ Maurice J. Gallagher, Jr.

Title: Principal Executive Officer

Certifications

I, Robert Neal, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Allegiant Travel Company;
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 the registrant as of, and for, the periods presented in this report;
4. The registrant'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 the registrant 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 the registrant, 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 the registrant'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 the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant'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 the registrant'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 the registrant's internal control over financial reporting.

Date: November 8, 2023

/s/ Robert J. Neal

Title: Principal Financial Officer

Allegiant Travel Company Certification under Section 906 of the Sarbanes/Oxley Act - filed as an exhibit to Form 10-Q for the Quarter Ended September 30, 2023

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Allegiant Travel Company (the "Company") on Form 10-Q for the period ended September 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Maurice J. Gallagher, Jr., Chief Executive Officer and Executive Chairman of the Company, and Robert Neal, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of our knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) 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 the Company.

/s/ Maurice J. Gallagher, Jr.

Maurice J. Gallagher, Jr.

Principal Executive Officer

November 8, 2023

/s/ Robert J. Neal

Robert J. Neal

Principal Financial Officer

November 8, 2023

The foregoing Certification shall not be deemed incorporated by reference by any general statement incorporating by reference this report into any filing under the Securities Act of 1933 or under the Securities Exchange Act of 1934, except to the extent that we specifically incorporate this information by reference, and shall not otherwise be deemed filed under such Acts.