

Hearing Date and Time: September 7, 2022 at 11:00 a.m. (Prevailing Eastern Time)
Objection Deadline: August 31, 2022 at 4:00 p.m. (Prevailing Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
SAS AB, <i>et al.</i> ,	:	Case No. 22-10925 (MEW)
	:	
Debtors. ¹	:	(Jointly Administered)
-----	X	

**NOTICE OF HEARING ON MOTION OF DEBTORS FOR ORDER
(I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED,
SUPERPRIORITY, POSTPETITION FINANCING, (II) GRANTING LIENS AND
SUPERPRIORITY CLAIMS, AND (III) GRANTING RELATED RELIEF SCHEDULED
FOR SEPTEMBER 7, 2022 AT 11:00 A.M. (PREVAILING EASTERN TIME)**

PLEASE TAKE NOTICE that, on August 15, 2022, SAS AB and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), filed the *Motion of Debtors for Order (I) Authorizing the Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Granting Related Relief* (the “**Motion**”).

¹ The Debtors in these chapter 11 cases are SAS AB, SAS Danmark A/S, SAS Norge AS, SAS Sverige AB, Scandinavian Airlines System Denmark-Norway-Sweden, Scandinavian Airlines of North America Inc. (2393), Gorm Asset Management Ltd., Gorm Dark Blue Ltd., Gorm Deep Blue Ltd., Gorm Sky Blue Ltd., Gorm Warm Red Ltd., Gorm Light Blue Ltd., Gorm Ocean Blue Ltd., and Gorm Engine Management Ltd. The Debtors’ mailing address is AVD kod: STOUU-T, SE-195 87 Stockholm, Sweden.

PLEASE TAKE FURTHER NOTICE that a hearing to consider entry of an order approving the Motion (the “**Hearing**”) will be conducted on **September 7, 2022 at 11:00 a.m. (Prevailing Eastern Time)** before the Honorable Michael E. Wiles, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that any responses or objections (each, an “**Objection**”) to the Motion shall (i) be in writing, (ii) conform to the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), (iii) be filed with the Bankruptcy Court by (a) attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) and (b) all other parties in interest on a CD-ROM, in text-searchable portable document format (PDF) (with two single-sided hard copies delivered to the Judge’s Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and (iv) be served in accordance with General Order M-399, the Bankruptcy Rules, and the Local Rules, upon (a) the proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary Holtzer, Kelly DiBlasi, David Griffiths, Lauren Tauro, and Alexander Cohen), (b) the Office of the United States Trustee for Region 2 (Attn: Greg Zipes, Esq. & Annie Wells, Esq.), (c) the proposed attorneys for the Official Committee of Unsecured Creditors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Brett H. Miller, Todd M. Goren, Debra M. Sinclair, and Craig A. Damast), (d) attorneys for the DIP Lenders, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attn: Ira S. Dizengoff, Philip C. Dublin, and Zach Lanier), and (e) attorneys for the

Agent, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036 (Attn: Mark Somerstein) by no later than **August 31, 2022 at 4:00 p.m. (Prevailing Eastern Time)** (the “**Objection Deadline**”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Bankruptcy Court may grant the relief requested in the Motion without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend any Hearing and failure to appear may result in relief being granted upon default.

Dated: August 16, 2022
New York, New York

/s/ David Griffiths
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
SAS AB, <i>et al.</i>,	:	Case No. 22-10925 (MEW)
	:	
Debtors.¹	:	(Jointly Administered)
	X	

**MOTION OF DEBTORS FOR ORDER
(I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED,
SUPERPRIORITY, POSTPETITION FINANCING, (II) GRANTING LIENS
AND SUPERPRIORITY CLAIMS, AND (III) GRANTING RELATED RELIEF**

SAS AB and its debtor subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

Preliminary Statement

1. Following a robust and highly-competitive marketing process spanning five months, the Debtors have secured a commitment from Apollo Management Holdings, L.P.

¹ The Debtors in these chapter 11 cases are SAS AB, SAS Danmark A/S, SAS Norge AS, SAS Sverige AB, Scandinavian Airlines System Denmark-Norway-Sweden, Scandinavian Airlines of North America Inc. (2393), Gorm Asset Management Ltd., Gorm Dark Blue Ltd., Gorm Deep Blue Ltd., Gorm Sky Blue Ltd., Gorm Warm Red Ltd., Gorm Light Blue Ltd., Gorm Ocean Blue Ltd., and Gorm Engine Management Ltd. The Debtors’ mailing address is AVD kod: STOUU-T, SE-195 87 Stockholm, Sweden.

(“**Apollo**”)² to provide a secured superpriority delayed-draw term-loan facility in the aggregate principal amount of \$700 million (the “**DIP Facility**”). The DIP Facility, if approved by the Court, will allow the Debtors to fully fund their operations, develop a restructuring plan, and successfully emerge from these chapter 11 cases, all while ensuring the Debtors maintain their position as Scandinavia’s leading airline.

2. Prior to selecting Apollo’s proposal, the Debtors and their advisors contacted over 115 potential investor parties in a financing process that attracted considerable interest from a wide range of financiers across the international capital markets, including from a significant number of leading banks, private equity firms, and hedge funds. Ultimately, following lengthy negotiations with a select group of parties submitting their best bids, the Debtors selected the proposal of the DIP Lenders based on its competitive pricing and other favorable terms. Among those favorable terms are two equity-linked features—the Call Option and Tag Right—that will benefit the Debtors’ estates and creditors by providing certainty early in these chapter 11 cases to creditors that the Debtors will exit bankruptcy with either an equity plan sponsor, favorable economic terms on their DIP Facility, or both. The proposed financing provides a high degree of certainty that the Debtors will soon have access to significant liquidity, notwithstanding headwinds in the global economy and in the airlines industry.

3. This degree of certainty is especially valuable in the current context. Amidst the ongoing COVID-19 pandemic and its attendant periodic shutdowns, conflict between Russia and Ukraine, which has affected the price of jet fuel and prevented the Debtors from running certain long-haul routes, the combination of rising inflation and associated interest-rate hikes, air-travel disruption in the Debtors’ core markets, and the possibility of recession in Europe

² “**DIP Lenders**” means, collectively, Apollo, on behalf of one or more affiliates and/or funds or separate accounts managed by it and its affiliates.

and beyond, the Debtors require financing to insulate their business from continued and potential market challenges.

4. Accordingly, the DIP Facility is projected to fund the entirety of the Debtors' chapter 11 cases through two draws and will allow the Debtors to maximize value for the benefit of their estates and all parties in interest.

Background

5. On July 5, 2022 (the "**Commencement Date**"), each Debtor commenced with the Court a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these chapter 11 cases. On July 22, 2022, the Office of the United States Trustee for Region 2 (the "**U.S. Trustee**") appointed the Official Committee of Unsecured Creditors (the "**Creditors' Committee**") [ECF No. 75].

6. The Debtors' chapter 11 cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

7. Information regarding the Debtors' business and capital structure and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Erno Hildén Pursuant to Rule 1007-2 of Local Bankruptcy Rules for Southern District of New York*, dated July 5, 2022 [ECF No. 3], and the *Declaration of Michael Healy in Support of First Day Motions and Applications*, dated July 5, 2022 [ECF No. 4] (together, the "**First Day Declarations**"), which are incorporated herein by reference.

Jurisdiction

8. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

9. By this Motion, pursuant to sections 105, 363, 364, 503, 506, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), the Debtors request that the Court authorize:

- a) **Entry into DIP Loan Documents**: the Debtors to execute and enter into the DIP Loan Documents (as defined below), including the DIP Credit Agreement (as defined below), and to (i) perform all such other and further acts as may be necessary, required, or appropriate in connection with the DIP Loan Documents (including, without limitation, the satisfaction of the conditions precedent set forth therein) and (ii) pay to the Agent (as defined below) and DIP Lenders all fees, costs, and expenses due pursuant to the DIP Credit Agreement, any related fee letters, or other DIP Loan Documents;
- b) **Authority to Access DIP Loans**: Scandinavian Airlines System Denmark-Norway-Sweden (the “**Consortium**” or “**Borrower**”) to (i) be the Borrower under the DIP Facility, which provides for senior secured superpriority loans in the aggregate amount of \$700 million in two separate delayed draws (the “**DIP Loans**”), and (ii) borrow funds under the DIP Facility upon entry of the Proposed Order (as defined below) and satisfaction of certain other conditions set forth in the DIP Credit Agreement to each such borrowing;
- c) **Issue Guarantees**: the Guarantors (as defined below) to guarantee the DIP Obligations (as defined below);
- d) **DIP Liens and Superpriority Claims**: the Debtors to grant security interests, liens, and superpriority claims to the DIP Lenders and Wilmington Savings Fund Society, FSB (the “**Agent**”), to secure the DIP Obligations;
- e) **Entry into Intercompany Facility**: the Debtors to advance DIP Loan proceeds to other Debtors and Subsidiaries (as defined in the DIP Credit Agreement) that are not Debtors (collectively, the “**Intercompany Borrowers**”), pursuant to an intercompany loan facility (the “**Intercompany Facility**”) in connection with the

Intercompany Loans (as defined in the DIP Credit Agreement) and the Cash Management Order, in each case, subject to terms and conditions set forth in the Proposed Order, the DIP Credit Agreement, the Intercompany Facility Agreement, and in the other DIP Loan Documents, as applicable;

- f) **Use of Proceeds**: the Debtors to use the proceeds of the DIP Loans in accordance with the DIP Budget (as defined below) and the DIP Loan Documents; and
- g) **Repayment of Certain Aircraft Financing**: the Debtors to repay certain obligations related to the financing of two aircraft, including the Boeing Release Payments (as defined below), so that the Debtors may pledge such aircraft as DIP Collateral (as defined below) following such repayment pursuant to the terms of the DIP Credit Agreement.

10. A proposed form of order granting the relief requested herein will be filed shortly (the “**Proposed Order**”).³

11. In support of this Motion, the Debtors have filed contemporaneously herewith the *Declaration of John Luth in Support of Motion of Debtors for Order (I) Authorizing Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Granting Related Relief* (the “**Luth Declaration**”) and the *Declaration of Ginger Hughes in Support of Motion of Debtors for Order (I) Authorizing Debtors to Obtain Senior Secured, Superpriority, Postpetition Financing, (II) Granting Liens and Superpriority Claims, and (III) Granting Related Relief* (the “**Hughes Declaration**”) and, together with the Luth Declaration, the “**DIP Declarations**”).

Overview of Proposed DIP Facility

12. The DIP Credit Agreement, a fully executed version of which is annexed hereto as **Exhibit A**,⁴ represents an appropriate financing solution for the Debtors’ operational and

³ Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Proposed Order or the DIP Credit Agreement, as applicable.

⁴ The term “**DIP Credit Agreement**” means that certain *Super-Priority Debtor-in-Possession Term Loan Agreement*, dated as of August 13, 2022, among SAS AB (Publ) as Parent, Scandinavian Airlines System Denmark-Norway-Sweden as Borrower, the Guarantors, and the DIP Lenders, as the same may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time. The terms “**DIP Loan Documents**” and “**DIP Obligations**” have the meanings as set forth in the DIP Credit Agreement. The initial budget is attached as

liquidity needs. The DIP Facility is favorably priced and was negotiated in good faith and at arm's length. For the foregoing reasons and the reasons discussed below and in the DIP Declarations, the DIP Facility is the Debtors' best postpetition financing option and should be approved by the Court.

13. In accordance with Bankruptcy Rules 4001(c) and (d) and Local Rule 4001-2, the following table summarizes the material terms of the Proposed Order and the DIP Loan Documents:⁵

SUMMARY OF DIP FACILITY ⁶		
Borrower Fed. R. Bankr. P. 4001(c)(1)(B)	Scandinavian Airlines System Denmark-Norway-Sweden	See DIP Credit Agreement (preamble); Proposed Order.
Guarantors Fed. R. Bankr. P. 4001(c)(1)(B)	Each Subsidiary of SAS AB (" Parent ") that is a Debtor in these chapter 11 cases (the " Guarantors ").	See DIP Credit Agreement (preamble); Proposed Order.
DIP Lenders Fed. R. Bankr. P. 4001(c)(1)(B)	Each of the several financial institutions or entities from time to time that are party to the DIP Credit Agreement (<i>i.e.</i> , Apollo (on behalf of itself one or more affiliates and/or funds or separate accounts managed by it and its affiliates)).	See DIP Credit Agreement (preamble); Proposed Order.
Agent Fed. R. Bankr. P. 4001(c)(1)(B)	Wilmington Savings Fund Society, FSB as the administrative agent and collateral agent.	See DIP Credit Agreement (preamble); Proposed Order.
DIP Facility Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(2)	The DIP Facility provides for DIP Loans in an aggregate original principal amount of \$700 million to be made available to the Borrower.	See DIP Credit Agreement § 1.01; Proposed Order.

Exhibit B hereto (the "**Initial 13-Week Forecast**," and, as updated or amended in accordance with the DIP Credit Agreement, the "**DIP Budget**").

⁵ Any summary of the terms of the Proposed Order and DIP Credit Agreement contained in this Motion is qualified in its entirety by reference to the provisions of the actual Proposed Order and DIP Credit Agreement, as applicable. To the extent the Motion and the Proposed Order or DIP Credit Agreement are inconsistent, the Proposed Order or DIP Credit Agreement, as applicable, shall control. The Debtors reserve the right to supplement the statements made pursuant to Bankruptcy Rule 4001 and Local Rule 4001-2 herein.

⁶ All capitalized terms listed in this table but not otherwise defined in this summary of terms, shall have the meaning ascribed to such terms in the DIP Credit Agreement.

Borrowing Limits Fed. R. Bankr. P. 4001(c)(1)(B)	The DIP Credit Agreement contemplates (i) \$350 million of DIP Loans being made available upon entry of the Proposed Order and satisfaction of certain other conditions to the effectiveness of the DIP Credit Agreement and such DIP Loans, and (ii) an additional \$350 million of DIP Loans being made available upon the satisfaction of all other closing conditions set forth in the DIP Credit Agreement including, without limitation, the substantial achievement of certain cost savings objectives as further described in Section 5.02 of the DIP Credit Agreement.	See DIP Credit Agreement §§ 2.01(a)–(b)), 5.01, 5.02.
Budget Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(2)	The Debtors will provide the DIP Agent 13-week cash flow forecasts on a rolling 13-week basis (updated every two weeks).	See DIP Credit Agreement §§ 1.01, 6.01(i); Proposed Order.
Use of DIP Loan Proceeds Fed. R. Bankr. P. 4001(c)(1)(B)	The DIP Loan proceeds shall be used: (i) for working capital and general corporate purposes, including funding the Intercompany Loans (as permitted under the terms of the DIP Credit Agreement and pursuant to an agreed Intercompany Facility Agreement); (ii) for contributing equity to Subsidiaries in order to avoid their local law mandated liquidation for having negative net equity; (iii) to pay interest, premiums, fees and expenses payable under the DIP Credit Agreement to the DIP Lenders and the Agent as provided thereunder and in the Proposed Order; (iv) to pay restructuring costs and Professional Fees and fund the Carve-Out Account in accordance with the terms of the Proposed Order; (v) to make adequate protection payments, if any, as approved by the Court and provided for in the DIP Budget; and (vi) for any other purpose approved by the Court in the DIP Order or other orders of the Court not inconsistent with the terms of the DIP Credit Agreement and previously consented to by the Majority DIP Lenders in writing.	See DIP Credit Agreement § 2.06(a); Proposed Order.
Interest Rates Fed. R. Bankr. P. 4001(c)(1)(B)	(i) DIP SOFR Loans: 9% <i>per annum</i> plus Adjusted Term SOFR, which is equal to (a) Term SOFR plus (b) a credit spread adjustment equal to 10 basis points for interest periods of 1 month, subject to a 1% Term SOFR floor. (ii) Default Interest: Additional 2% <i>per annum</i>.	See DIP Credit Agreement §§ 1.01, 2.07, 2.08.
Expenses and Fees Local Rule 4001-2(a)(3)	(i) Unused Commitment Fees. 2.0% <i>per annum</i> on undrawn amount of such DIP Lender's portion of the DIP Commitment, payable quarterly in cash in arrears.	See DIP Credit Agreement §§ 1.01, 2.09, 2.10, 2.13, 2.14; Proposed Order.

	(ii) Administrative Agent and Collateral Agent. All fees set forth in the Agent Fee Letter in accordance with the terms thereof. (iii) Additional Work Fee. Payable upon entry of the Breakup Fee Order, a \$1,000,000 expense deposit to be applied to the payment of DIP Lenders' out-of-pocket expenses (including legal and other advisor fees). (iv) Upfront Fee. 1.0% of DIP Commitments, payable on or within one Business Day of the entry of the Proposed Order, in cash or in the form of original issue discount at the option of the DIP Lenders. (v) Advisor Fee. All fees set forth in the Advisor Fee Letter in accordance with the terms thereof. (vi) Exit Fee / Prepayment Premium / Commitment Termination Fees. 4.00% of DIP Commitments payable in cash upon the earliest to occur of (i) the Plan Effective Date, (ii) the Maturity Date then in effect and (iii) the date on which a Payment in Full occurs. Without duplication of such Exit Fee, an equivalent premium is applicable with respect to certain repayments of DIP Loans and terminations of DIP Commitments prior to the occurrence of a Triggering Event. (vii) Breakup Fee. 1.00% of the DIP Commitments payable in cash upon the termination of the DIP Commitments, in whole or in part, at any time prior to entry of the Proposed Order following the entry of the Breakup Fee Order. (viii) Call Option Termination Fee. In the event of a Call Option Termination Event, the DIP Lenders shall receive an additional fee, payable upon the earlier to occur of earlier to occur of (x) the Repayment in Full, (y) the Plan Effective Date or (z) the date that is 30 days after the date of occurrence of a Call Option Termination Event, equal to (1) if such Call Option Termination Event occurs within 12 months of the Closing Date, \$19,520,000 or (2) if such Call Option Termination Event occurs after the 12-month anniversary of the Closing Date, a dollar amount that would result in the DIP Lenders receiving an all-in internal rate of return of 23.2% on the DIP Facility (calculated as of the date of repayment). The Call Option Termination Fee is in addition to all other fees subject to reduction under certain circumstances as set forth in the DIP Credit Agreement. (ix) Tag Right Termination Fee. In the event of (a) a Tag Right Termination Event or (b) if, following delivery of a Tag Right Notice, the Debtors withdraw the Tag Right Notice, an additional exit fee of 4.0% of the DIP Commitments (it being understood that such fee is in addition to all other fees), within five Business Days,	
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	subject to reduction under certain circumstances as set forth in the DIP Credit Agreement. (x) Maturity Extension Fee. Payable on the date of the applicable Maturity Date Extension Request, a fee equal to (a) 0.75% with respect to the first Maturity Date Extension Request, (b) 1.25% with respect to the second Maturity Date Extension Request and (c) 1.50% with respect to the third Maturity Date Extension Request of the then-unfunded DIP Commitments and then-outstanding DIP Loans.	
Maturity Date Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(10)	The “Scheduled Maturity Date” is nine months after the Closing Date, subject to the Borrower’s option to extend the term by an additional three months (upon payment of Maturity Extension Fee and the satisfaction of certain conditions set forth in the DIP Credit Agreement) up to three times.	See DIP Credit Agreement § 1.01.
Prepayments & Commitment Termination Local Rule 4001-2(a)(13)	<u>Optional Prepayments</u> The Borrower may, upon at least three Business Days’ notice, prepay in full or in part (but subject to the Prepayment Premium, the Exit Fee, the Tag Right Termination Fee, and the Call Option Termination Fee, as applicable), the Loans. Once repaid, Loans may not be re-borrowed. Proceeds of such prepayment shall be applied in accordance with the terms of the DIP Credit Agreement. <u>Mandatory Prepayments</u> Mandatory prepayments in the amount of: (i) 100% of insurance and condemnation proceeds attributable to the DIP Collateral; (ii) 100% of net cash proceeds from the issuance or incurrence of post-petition indebtedness not permitted by the DIP Credit Agreement; and (iii) 100% of the net cash proceeds of asset sales of DIP Collateral (other than dispositions in the ordinary course of business and other agreed-upon dispositions, in accordance with the DIP Credit Agreement). <u>Prepayment Premium</u> With respect to each optional prepayment and mandatory prepayment, 4.0% of the aggregate principal amount of DIP Loans prepaid (without duplication of the Exit Fee). <u>Commitment Termination</u> Borrower may, at any time after the date of the entry of the Proposed Order, upon three days’ prior written notice to the Agent, permanently reduce (ratably among the DIP Lenders in	See DIP Credit Agreement §§ 1.01, 2.13, 2.14, 2.15.

	proportion to their respective ratable share of the applicable DIP Commitments) the then-undrawn DIP Commitments. Borrower shall pay with respect to any reduction or termination of then-unfunded DIP Commitments, for the ratable account of each DIP Lender, 4.0% of the aggregate amount of such DIP Lender's unfunded DIP Commitment so reduced or terminated (without duplication of the Exit Fee).	
Collateral and Priority Fed. R. Bankr. P. 4001(c)(1)(B)(i); Local Rule 4001-2(a)(4)	<u>DIP Collateral:</u> All amounts owing by the Borrower under the DIP Facility and by the Guarantors in respect thereof will be secured by a valid and perfected security interest in, and lien on, all property of the Obligors (other than Excluded Assets) whether real or personal, tangible or intangible, now existing or hereafter acquired, in each case subject to certain customary exclusions including, without limitation, enumerated local law requirements and limitations (collectively, the “DIP Collateral”), which shall include, without limitation: (i) all shares in each limited liability company that is a Wholly-Owned Subsidiary of Parent; (ii) slots at Heathrow Airport; (iii) all shares in the limited liability company owning all rights to the EuroBonus loyalty program; (iv) all material registered intellectual property; (v) certain unencumbered aircraft, spare parts and engines; (vi) intercompany receivables; and (vii) the products and proceeds of the foregoing. <u>Priority:</u> The DIP Obligations shall be secured in respect of the DIP Collateral as follows: (i) Subject to the Carve-Out, the Permitted Liens (if any), and otherwise in accordance with the DIP Loan Documents, the DIP Obligations will be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected Liens on, and security interests in (such Liens and security interests, the “DIP Liens”) the DIP Collateral pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3). (ii) Pursuant to section 364(c)(1) and 507(b) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Obligors on a joint and several basis (without the need to file any proof of claim or request for administrative expense) with priority over any and all claims against the Obligors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind	See DIP Credit Agreement §§ 1.01, 3.01; Proposed Order.

	specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 364(c)(1), 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113, or 1114 of the Bankruptcy Code (including adequate protection payments), and any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy, or attachment (the “DIP Superpriority Claims”), which DIP Superpriority Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all pre-petition and post-petition property of the applicable Obligors and all proceeds thereof in accordance with the other DIP Loan Documents, subject only to the Carve-Out and the terms of the DIP Loan Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if the DIP Order or any provision of the DIP Credit Agreement is vacated, reversed, or modified, on appeal or otherwise.	
Material Conditions to Closing Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(a)(2)	<u>Conditions Precedent to Effectiveness of the DIP Commitments:</u> (i) Execution of DIP Credit Agreement; (ii) Entry of Breakup Fee Order within five Business Days of filing the Breakup Fee Motion and continued effectiveness of the same following its entry; (iii) Payment of the Additional Work Fee; (iv) Compliance with the PATRIOT Act and other beneficial ownership regulations; (v) Receipt by the DIP Lenders of the Initial 13-Week Forecast; and (vi) Receipt by the DIP Lenders of the SAS Forward Plan. <u>Conditions Precedent to the Effectiveness of the DIP Credit Agreement and Each DIP Loan</u> (i) Execution of the DIP Loan Documents, including the Collateral Documents; (ii) Receipt by DIP Lenders of a secretary’s certificate for each Obligor attaching such Obligor’s organizational documents, resolutions authorizing execution and performance of the DIP Credit Agreement and incumbency certificate;	See DIP Credit Agreement § 5.01.

	(iii) Receipt by DIP Lenders of opinions of legal counsel with respect to Swedish, Norwegian, Danish, and Irish law; (iv) Receipt by DIP Lenders of a Closing Date certificate of the Borrower certifying, as of the Closing Date (amongst compliance with other conditions), (a) no default or event of default has occurred and is continuing, (b) the accuracy of all representations and warranties under the DIP Credit Agreement, (c) no development, event, effect, condition or occurrence that, individually or in the aggregate, has had a Material Adverse Effect, and (d) no event of loss shall have occurred in respect of any Collateral Aircraft, Collateral Airframe or Collateral Engine which exceeds a threshold amount; (v) Receipt by DIP Lenders of a loan request; (vi) Payment of all professional fees and expenses of the DIP Lenders and the Agent; (vii) Receipt by Borrower of all material governmental consents necessary in connection with the financing; (viii) Entry and continued effectiveness of the Proposed Order; (ix) No trustee under chapter 7 or chapter 11 of the Bankruptcy Code, or examiner or receiver with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed or designated with respect to the Obligors; (x) No Chapter 11 Cases of the Obligors shall have been dismissed or converted to cases under chapter 7 of the Bankruptcy Code, nor shall any Obligor have filed a motion or other pleading seeking the dismissal of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise, or seeking the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; (xi) Receipt by DIP Lenders of an Updated 13-Week Forecast; (xii) Limitations on the filing of additional insolvency proceedings; (xiii) Satisfaction or waiver of the applicable Bankruptcy Milestones; (xiv) Only with respect to the Final Borrowing, substantial achievement of certain Cost Savings; (xv) Receipt by the DIP Lenders of the Collateral Documents; (xvi) Receipt by the Administrative Agent of certain legal opinions;	
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	(xvii) No Event of Loss exceeding \$50 million; (xviii) Receipt by the DIP Lenders of the Intercompany Facility Agreement; (xix) With respect to the Closing Date, receipt by the DIP Lenders of a Cost Saving Schedule; and (xx) Receipt by the relevant DIP Lenders of a management rights agreement, if applicable.	
Covenants Local Rule 4001-2(a)(8)	<u>Negative Covenants:</u> The DIP Loan Documents contain the following negative covenants: (i) limitations on the incurrence of indebtedness; (ii) limitations on liens; (iii) limitations on fundamental changes; (iv) limitations on investments; (v) limitations on sales of assets; (vi) limitations on restricted payments; (vii) limitations on transactions with affiliates; (viii) limitation on prepayment of certain debt; (ix) limitation on negative pledges; (x) limitation on incurrence of super-priority claims and certain other bankruptcy matters; (xi) limitation on sale and leaseback transactions; (xii) limitation on change in business, fiscal year, and accounting policies; (xiii) sanctions, money-laundering, and other anti-terrorism laws; (xiv) prohibition on encumbrances over and disposition of pledged slots and limitations on adjustments of timing of pledged slots; (xv) limitations on leases of pledged aircraft and engines; and (xvi) prohibition on changing state of registration of pledged aircraft. <u>Financial Covenants:</u> The DIP Facility will contain the following financial covenants:	See DIP Credit Agreement §§ 7.01–7.18.

	(i) Minimum Liquidity Covenant. On the last date of each calendar month, commencing with the calendar month ending on August 31, 2022, Parent and its Subsidiaries shall not permit their Consolidated Liquidity to fall below (a) prior to the occurrence of the Final Borrowing, SEK 3,000,000,000, and (b) following the occurrence of the Final Borrowing, SEK 3,500,000,000. (ii) Cumulative Cash Burn Covenant. On the last date of each calendar month the Borrower shall not permit or suffer to exist a Cumulative Cash Burn that exceeds the amount set forth in Schedule 7.14(b) to the DIP Credit Agreement for each applicable Cumulative Cash Burn Test Date. The Cumulative Cash Burn Covenant shall be tested on the last day of each calendar month commencing with the calendar month ending on August 31, 2022.	
Events of Default Fed. R. Bankr. P. 4001(c)(1)(B); Local Rule 4001-2(10)	<u>Events of Default:</u> (i) Failure of representation or warranty; (ii) Payment default; (iii) Covenant defaults; (iv) Unenforceability; (v) Ineffectiveness of liens; (vi) Entry of a judgment in excess of the Threshold Amount; (vii) Occurrence of Change of Control; (viii) Dismissal or conversion of chapter 11 cases or appointment of chapter 11 trustee; (ix) Termination or modification of Benefit Plan that results in a Material Adverse Event; (x) Occurrence of Material Labor Strike that results in a Material Adverse Event; (xi) Certain Bankruptcy Events; (xii) Failure to meet Bankruptcy Milestones; (xiii) Support of any contesting of claims of DIP Lenders; (xiv) Default under certain other agreements; (xv) Occurrence of Licensing Event; (xvi) Material Pledged Slots becoming a Series of Slots at Risk;	See DIP Credit Agreement § 8.01.

	(xvii) Other bankruptcy events; and (xviii) Arrest of certain Collateral <u>Rights and Remedies Upon Event of Default:</u> During the occurrence and continuance of an Event of Default, the Agent may, and at the request of the Majority DIP Lenders, shall take one or more of the following actions: (i) terminate the DIP Commitments; (ii) accelerate the DIP Loans or any portion then outstanding whereupon the principle and all accrued interest will become immediately due and payable; (iii) charge the default rate of interest on DIP Loans and any fees owed under the DIP Credit Agreement; (iv) enforce its guaranty rights against all Guarantors; and In accordance with the DIP Credit Agreement and the Proposed Order (as described below), upon five Business Days after delivering proper notice, foreclose on the DIP Collateral (including, for example, the sale, transfer or exchange of any Material Pledged Slots). <u>Remedies Notice Period:</u> The DIP Facility provides that, upon the occurrence of an Event of Default and after five Business Days, subject to certain conditions set forth in the DIP Credit Agreement, the DIP Agent may proceed against and realize upon the DIP Collateral.	
Milestones Fed. R. Bankr. P. 4001(c)(1)(B)(vi); Local Rule 4001-2(12)	No milestones related to asset sales; Bankruptcy Milestones limited to the following: (i) within two Business Days after the date on which the DIP Lenders shall have delivered a countersigned version of this Agreement to the Borrower, the Debtors shall have filed a motion with the Bankruptcy Court seeking entry of an order approving the Breakup Fee in form and substance reasonably satisfactory to the Majority DIP Lenders (the “Breakup Fee Motion”); <i>provided</i> that the Debtors will seek an expedited hearing from the Bankruptcy Court to consider the Breakup Fee Motion; (ii) within five Business Days after the date on which the Breakup Fee Motion is filed with the Bankruptcy Court, the Bankruptcy Court shall have entered an order approving the Breakup Fee Motion (including the Breakup Fee) (the “Breakup Fee Order”), in form and substance acceptable to the DIP Agent, the Majority DIP Lenders and the Debtors; (iii) within 30 days after the date of the execution of the DIP Credit Agreement, the Bankruptcy Court shall have	See DIP Credit Agreement § 6.19.

	entered the DIP Order (subject in all respects to the availability of the Bankruptcy Court generally and in light of intervening federal holidays); (iv) by the date that is eight months after Closing Date, the Debtors shall have filed the Company Approved Reorganization Plan and related disclosure statement that is reasonably satisfactory to the Majority DIP Lenders (the “Disclosure Statement”) with the Bankruptcy Court, and the Bankruptcy Court shall have entered an order approving the Disclosure Statement; <i>provided</i> that such milestone shall be automatically extended by two months with each extension of the Maturity Date set forth in the DIP Credit Agreement; (v) by the date that is five days prior to the Maturity Date then in effect, the Bankruptcy Court shall have entered an order confirming the Company Approved Reorganization Plan; and (vi) by the Scheduled Maturity Date, Plan Effective Date shall have occurred; <i>provided</i> that such milestone shall be automatically extended proportionately with each Maturity Extension.	
Carve-Out Local Rule 4001-2(a)(5)	The Proposed Order will provide for a “Carve-Out” of certain statutory fees, allowed professional fees of the Debtors and the Committee, including a Post-Carve-Out Trigger-Notice Cap, all as will be detailed in the Proposed Order.	See Proposed Order.
Funding of Non-Debtor Affiliates Local Rule 4001-2(a)(15)	Any amounts (whether from proceeds of the DIP Loans or otherwise), directly or indirectly, distributed by the Borrower or any other Debtor to any Intercompany Borrower shall be advanced by way of the Intercompany Facility Agreement; <i>provided</i> that (i) the Intercompany Facility shall be evidenced by the Intercompany Facility Agreement, (ii) the Intercompany Loans under the Intercompany Facility shall be made in accordance with the DIP Budget and the Intercompany Facility Agreement, and (iii) all obligations of the Intercompany Borrowers under the Intercompany Facility shall be collaterally assigned to the Agent for the benefit of the DIP Secured Parties and shall allow the Agent upon the occurrence and during the continuance of an Event of Default (as defined below) to enforce the Borrower’s remedies under the Intercompany Facility Agreement against each Intercompany Borrower.	See Proposed Order.
Liens on Avoidance Actions Fed. R. Bankr. P. 4001(c)(1)(B)(xi); Local Rule 4001-2(a)(i)(C)	Upon entry of the Proposed Order, the DIP Liens shall attach to proceeds of claims and causes of action under sections 502(d), 544, 545, 547, 548 and 550 of the Bankruptcy Code.	See Proposed Order.
Waiver or Modification of Applicability of Non-Bankruptcy Law	The Proposed Order is sufficient and conclusive evidence of the validity, perfection and priority of the DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may	See Proposed Order.

Relating to the Perfection or Enforcement of a Lien Fed. R. Bankr. P. 4001(c)(1)(B)(vii)	otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens or to entitle the DIP Liens to the priorities granted in the Proposed Order.	
Section 506(c) Waiver Fed. R. Bankr. P. 4001(c)(1)(B)(x)	No expenses of administration shall be charged against or recovered from the Collateral pursuant to section 506(c).	<i>See</i> DIP Credit Agreement § 11.04(d); Proposed Order.
Section 552(b) Waiver Fed. R. Bankr. P. 4001(c)(1)(B)	The Debtors agree not to compel marshalling and affirmatively waive any claim they otherwise might have under section 552(b) of the Bankruptcy Code and agree that the DIP Collateral securing the DIP Facility may not be charged with any costs or expenses they or their estates may have except with respect to the priority provided under this Agreement for the Carve-Out Expenses.	<i>See</i> DIP Credit Agreement § 11.04(d).
Release, Waivers or Limitation on any Claim or Cause of Action Fed. R. Bankr. P. 4001(c)(1)(B)(viii)	The DIP Secured Parties in their capacity as such shall not be deemed to be in control of the operations of the Debtors to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors.	<i>See</i> DIP Credit Agreement § 10.07; Proposed Order.

Debtors’ Need for DIP Financing

14. The DIP Facility will provide the Debtors with liquidity to operate their business and administer their estates during these chapter 11 cases. As further described in the DIP Declarations, largely due to the COVID-19 pandemic—including substantial reductions in revenue directly attributable to the measures put in place to prevent the spread of COVID-19—and the 15-day strike by the Debtors’ pilot unions, the Debtors require liquidity in addition to their current revenue to fund their business, these chapter 11 cases, and the implementation of the SAS Forward Plan (as defined below).

15. In the immediate aftermath of the onset of the COVID-19 pandemic, the Debtors faced a severe liquidity challenge and instituted various measures to stabilize their business, including raising liquidity in 2020 through a recapitalization of their capital structure. However, the ongoing nature of the COVID-19 pandemic, along with increased competition from low cost and ultra-low cost carriers, created further financial strain for the Debtors.

16. This led the Debtors to develop, as announced on February 22, 2022, a broad and comprehensive transformation plan (the “**SAS Forward Plan**”) designed to place the Debtors on solid financial footing by significantly deleveraging the Debtors’ capital structure, reducing costs, and reconfiguring the Debtors’ aircraft fleet and route network.

17. The challenges outlined above, however, have been exacerbated by recent events, including the ongoing conflict between Russia and Ukraine, which has adversely affected the price of jet fuel and prevented the Debtors from running certain long-haul routes, the combination of rising inflation and associated interest-rate hikes, and the concerns around a possible recession in Europe and globally. The Debtors require additional liquidity to continue their operations in the ordinary course. Without financing, within the next few months, the Debtors’ cash balance will drop below the minimum cash threshold necessary to comfortably operate their business. The Debtors’ access to the DIP Facility, therefore, will be particularly critical given the difficulties associated with forecasting future financial needs in this uncertain macroeconomic environment.

Marketing and Negotiation of DIP Facility

18. As described in the Luth Declaration, the Debtors and their advisors have been engaged in an extensive five-month marketing process to obtain postpetition financing. Led by their proposed co-investment bankers, Seabury Securities LLC (together with its subsidiaries and affiliates, collectively “**Seabury**”) and Skandinaviska Enskilda Banken AB (“**SEB**”), the Debtors solicited over 115 parties, primarily focusing on private equity, hedge funds, and financial investors with experience in aviation or distressed opportunities. The Debtors’ primary strategic considerations when marketing the financing opportunity was the identification of an economical and reliable source of financing that could (i) support the Debtors’ need for a sizeable loan to provide for general working capital, (ii) provide the Debtors with financing for the duration of

their chapter 11 cases that affords them adequate time and flexibility to implement the cost-savings initiatives in the SAS Forward Plan, and (iii) facilitate achieving the Debtors' ultimate financial goal of raising equity capital as part of their exit from these chapter 11 proceedings.

19. Such outreach led to considerable interest from the capital markets. Of the initial parties solicited, the Debtors signed non-disclosure agreements with 30 parties, granting those parties access to a dataroom managed by Seabury. From there, the Debtors received 11 initial indications of interest.

20. The Debtors and their advisors focused on a number of factors in evaluating the financing proposals that they received, such as (i) the execution risk and the potential timeline to closing the agreement, (ii) the economics of the proposed financing, (iii) the proposed structure and terms of the agreement, (iv) the experience and reputation of the lender(s) in the aviation industry and global markets, and (v) the likelihood of the lender(s) participating in an equity plan sponsor process.

21. Ultimately, the Debtors determined that the commitment submitted by the DIP Lenders met each of their requirements and was the best financing proposal available to them. The DIP Lenders' proposal was not only in line with the most favorable economic terms received by the Debtors, but also offered workable covenants and the most promising prospects for a successful restructuring in these chapter 11 cases. When reviewing proposals, it became clear to the Debtors that, following their extensive diligence and discussions with the Debtors and advisors, the DIP Lenders had tailored their proposal to the Debtors' specific business and financial needs. The DIP Facility also offers the Debtors the opportunity to work collaboratively with a single term lender—Apollo—which can reduce the administrative burden associated with obtaining consensus amongst a group of lenders for any matters requiring lender consent.

Notable Features of DIP Facility

22. The DIP Facility contains the following two equity-linked provisions:

(i) for a 28-day period beginning on the day on which the Debtors file definitive documentation with the Court with respect to an alternative transaction described in the DIP Credit Agreement that contains the total enterprise value (“TEV”) of the Debtors and its affiliates upon which such alternative transaction is premised, the DIP Lenders will have an option to convert some or all of their outstanding DIP Loans to equity and/or to purchase equity for cash assuming a total enterprise value (“TEV”) of \$3.2 billion calculated in accordance with the methodology described in the DIP Credit Agreement (the “**Call Option**”) and (ii) the DIP Lenders will receive the right to subscribe for up to 30% of the new-money equity interests provided by any third party on the same terms and conditions made available to any such third party (the “**Tag Right**”).

23. **Call Option.** In exchange for a substantial reduction in the costs of the proposed DIP Facility, the Call Option will give the DIP Lenders the option to subscribe for equity in the reorganized Debtors on the Plan Effective Date. There are three potential outcomes in respect of the Call Option:

- **First**, if the DIP Lenders elect to exercise the Call Option and the Debtors honor it, then the Debtors maintain discounted DIP pricing and the DIP Lenders convert some or all of their \$700 million in DIP Commitments plus an amount equal to the fees and interest that would accrue (except for any interest paid in cash) during the term of the DIP Loans, to become a large shareholder of the Debtors upon emergence, subject to required approvals. In this scenario, up to \$250 million of new-money equity interests of the post-emergence Debtors would be reserved for the Danish State, on the same economic terms as the Call Option, in the event that the parties can reach mutually acceptable terms.
- **Second**, if the DIP Lenders decide not to exercise the Call Option, then the Debtors maintain discounted DIP pricing but must source third-party exit financing to repay the DIP Claims in full in cash (subject to the Tag Rights, discussed below).

- **Third**, if the DIP Lenders exercise the Call Option and the Debtors terminate it, then the Debtors must pay the DIP Lenders an additional fee (the “**Call Option Termination Fee**”) of \$19,520,000, if such Call Option Termination Event occurs within 12 months from the Closing Date, or a dollar amount that would result in the DIP Lenders receiving an all-in internal rate of return of 23.2% on the DIP Facility (calculated as of the date of repayment), if thereafter, which equates to the approximate discount (*i.e.*, a reduction in payable-in-kind (“**PIK**”) interest over the life of the DIP Loans) given by the DIP Lenders in exchange for the Call Option; *provided* that the Call Option Termination Fee shall be reduced on a pro rata basis in the event the Call Option is exercised for less than all of the DIP Obligations.

24. **Tag Right.** In addition to the Call Option, the Tag Right gives the DIP Lenders the option to participate in the exit equity raise through subscription rights to subscribe for up to 30% of the new-money, post-emergence equity on the same terms as a third-party provider of such equity capital. If the Debtors were to terminate the Tag Right, the DIP Lenders would be entitled an additional exit fee equal to 4.0% of the DIP Commitments (the “**Tag Right Termination Fee**”), or approximately \$28 million, in addition to all other fees contemplated under and in connection with the DIP Facility, subject to reduction under certain circumstances as set forth in the DIP Credit Agreement.

25. For the reasons set forth below and in the Luth Declaration, the Debtors have concluded, in the exercise of their business judgment, that the Call Option and Tag Right, together with the other terms of the DIP Facility, present the most favorable pricing and terms available to them and support a path to a successful restructuring outcome.

Repayment of Certain Aircraft Debt Financing

26. The Debtors own two loan-financed Boeing 737-700 aircraft: one bearing manufacturer serial number 30471 (“**Aircraft No. 30471**”), financed pursuant to the SCB Facility

Agreement,⁷ and another aircraft bearing manufacturer serial number 32276 (“**Aircraft No. 32276**”),⁸ financed pursuant to the NordLB Facility Agreement.

27. For the Debtors to obtain a release of the mortgages encumbering Aircraft No. 30471 and Aircraft No. 32776, which will allow for the addition of both aircraft to the DIP Collateral, the Debtors are required to satisfy the secured obligations under the SCB Facility Agreement of \$3,190,521 (exclusive of interest) in respect of Aircraft No. 30471 and \$3,184,854 (exclusive of interest) in respect of Aircraft No. 3227 (collectively, and inclusive of interest, the “**Boeing Release Payments**”).

28. By this Motion, the Debtors seek authority to make the Boeing Release Payments. The Debtors submit that the benefit of making the Boeing Release Payments exceed its costs. The Debtors will recoup the value of the Boeing Release Payments through the liquidity that will become available under the DIP Facility following such payments and will receive additional value through any additional liquidity that the Debtors are able to obtain on account of the existing equity in Aircraft No. 30471 and Aircraft No. 32276.

Basis for Relief Requested

A. The Debtors Should be Authorized to Enter into the DIP Facility.

29. Section 364(c) of the Bankruptcy Code provides, among other things, that if a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, the court may authorize the debtor to obtain credit or

⁷ The “SCB Facility Agreement” means the Facility Agreement in respect of two Airbus A319-100 Aircraft with MSNs 2850 and 2888 and one Boeing 737-700 Aircraft with MSN 30471, dated as of September 29, 2016, between Scandinavian Airlines System Denmark-Norway-Sweden, as Original Borrower, Standard Chartered Bank, as Arranger, Agent, and Security Trustee, and the financial institutions named therein, as Lenders.

⁸ The “NordLB Facility Agreement” means the Facility Agreement in respect of two Airbus A319-100 Aircraft with MSNs 3231 and 3292 and one Boeing 737-700 Aircraft with MSN 32276, dated as of September 29, 2016, between Scandinavian Airlines System Denmark-Norway-Sweden, as Original Borrower, Standard Chartered Bank, as Arranger and Agent, Norddeutsche Landesbank Girozentrale, as Security Trustee, and the financial institutions named therein, as Lenders.

incur debt (i) with priority over any and all administrative expenses as specified in section 503(b) or 507(b) of the Bankruptcy Code, (ii) secured by a lien on property of the estate that is not otherwise subject to a lien, or (iii) secured by a junior lien on property of the estate that is subject to a lien. 11 U.S.C. § 364(c).

30. Provided that a debtor's business judgment does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in acting in accordance therewith. *See, e.g., Bray v. Shenandoah Fed. Sav. & Loan Ass'n (In re Snowshoe Co.)*, 789 F.2d 1085, 1089–90 (4th Cir. 1986); *In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (“[C]ases consistently reflect that the court's discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”); *see also In re Republic Airways Holdings Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *11 (Bankr. S.D.N.Y. May 4, 2016); *In re Simasko Prod. Co.*, 47 B.R. 444, 449 (D. Colo. 1985); *Funding Sys. Asset Mgmt. Corp. v. Key Capital Corp. (In re Funding Sys. Asset Mgmt. Corp.)*, 72 B.R. 87, 88 (Bankr. W.D. Pa. 1987).

31. Section 364 of the Bankruptcy Code does not require that a debtor seek alternative financing from every possible lender; rather, the debtor simply must demonstrate sufficient efforts to obtain financing without the need to grant a senior lien. *In re Snowshoe Co.*, 789 F.2d at 1088 (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area); *In re 495 Central Park Ave. Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992) (debtor testified to numerous failed attempts to procure financing from various sources, explaining that “most banks lend money only in return for a senior secured position”); *In re Aqua Assocs.*, 123 B.R. 192, 197 (Bankr. E.D. Pa.

1991) (debtor's "evidence of a credit quest" adequately established that some degree of priming loan was necessary for the debtor to obtain funding).

32. The Debtors were unable to procure sufficient financing (i) in the form of unsecured credit allowable under section 503(b)(1) or (ii) as an administrative expense under section 364(a) or (b). As such, the Debtors negotiated the secured DIP Facility with the DIP Lenders to secure the DIP Facility on the terms set forth herein. The Debtors submit that the circumstances of these cases require the Debtors to obtain financing under sections 364(c) of the Bankruptcy Code. Consummation of the DIP Facility, therefore, is in the best interests of the Debtors' estates, their creditors, and all parties in interest in these chapter 11 cases and is consistent with the Debtors' exercise of their fiduciary duties.

33. The DIP Facility is tailored to the Debtors' needs and will afford the Debtors access to financing in the coming weeks that will allow them to pay current and ongoing expenses, such as employee wages, vendor costs, and taxes to allow them to operate in the ordinary course of business and preserve the value of their estates while the Debtors continue to work towards achieving their long-term goals outlined in the SAS Forward Plan.

34. Continuation of the Debtors' core operations is particularly crucial at this time. If the Debtors fail to meet demand from their passengers due to an inability to fund operations, the value of their business will significantly deteriorate as customers will be forced to migrate to competing airlines.

35. Absent authority to access and perform under the DIP Facility, the Debtors likely would not be able to operate their business in a sustainable manner going forward, deteriorating value and causing irreparable harm to the Debtors' estates and creditors. Access to the DIP Facility, therefore, is essential for the Debtors to assure their employees, customers, and vendors, as well as the applicable regulatory and governmental bodies, that the Debtors have

sufficient capital to continue their operations in the ordinary course of business during the pendency of these chapter 11 cases.

36. The terms and conditions of the DIP Credit Agreement, including the Call Option and the Tag Right, were negotiated extensively and at arm's-length by well-represented, independent parties in good faith. Through this highly competitive process, the Debtors were able to obtain the necessary financing on the best terms available in the market. The DIP Facility gives the Debtors the funding and flexibility needed to reorganize around their core business and successfully emerge from these chapter 11 cases. The favorable terms of the DIP Facility demonstrate the success of the Debtors' marketing and negotiation process.

37. For example, the Call Option and Tag Right package provides the Debtors, their creditors, and other parties in interest with certainty that the Debtors will obtain either an equity plan sponsor or favorable economic terms on their DIP Facility. Further, if the DIP Lenders exercise the Call Option and the Debtors accept their offer, then the Debtors will receive the benefit of both of the foregoing.

38. If the Debtors were to terminate the Call Option, the overall cost of the DIP Facility—*i.e.*, the Call Option Termination Fee *plus* the remaining costs of the DIP Facility, including the rate, fees, and other economic terms thereof—would still be in line with the market for DIP financing, if not more favorable than market pricing. Accordingly, including the grant of the Call Option allowed the Debtors to secure at least market DIP financing and, at best, discounted DIP financing with a back-end equity plan sponsor at a preset TEV. Thus, the Apollo DIP financing package, including the Call Option Termination Fee and the Tag Right Termination Fee, is the most competitive DIP financing package available to the Debtors, and a further market test will take place to see whether that conclusion is borne out prior to the hearing on this Motion, now that the Apollo DIP financing package has been publicly filed.

39. Specifically, the Call Option and Tag Right package allowed the Debtors and their advisors to negotiate with Apollo all-in pricing of the DIP Facility that is approximately 300 basis points *per annum* lower in cost than the next best proposal presented to the Debtors through their competitive DIP financing marketing and negotiating process. With these benefits, as well as competitive pricing on its remaining terms, the proposed DIP Facility offers the Debtors competitive financing when capital markets (especially for airlines) are becoming less liquid.

40. The Call Option Termination Fee and the Tag Right Termination Fee are likewise appropriate and should be approved. To exit these chapter 11 cases, the Debtors will need to source exit equity capital. If the Debtors source that capital from the DIP Lenders pursuant to the Call Option, subject to the Court's approval, they will do so at a fixed TEV that has the prospect of being attractive at the time that the Company runs an exit equity process. This benefits the Debtors' creditors and other parties in interest because having a capital infusion at a pre-determined TEV gives a reasonable signal to the market as to what may be the minimum pre-money equity value consideration to be provided by the Debtors' ultimate plan sponsor. In that scenario, the Debtors will not need to incur incremental fees of a third-party equity sponsor on top of the fees already paid pursuant to the DIP Facility. Rather, the fees of a DIP Facility and of the exit equity capital will all be paid in accordance with the terms of the DIP Credit Agreement.

41. And because the Debtors need exit equity capital to emerge from chapter 11, if the Debtors reject the Call Option after the DIP Lenders' exercise, it will likely only be because there is a higher or otherwise better offer on the table. In that case, the Debtors—or more likely a third-party equity sponsor as part of the purchase price—will pay the Call Option Termination Fee, and, in exchange, the Debtors' creditors will benefit from a higher or otherwise better offer. Moreover, the DIP Lenders have agreed to negotiate with the Danish State for its participation of up to \$250 million of any equity raise in respect of the Call Option on the same

economic terms as of the Call Option. Thus, the Call Option preserves the Debtors' ability to maintain strong support of the important national interests.

42. The Tag Right provides similar benefits to the estates. First, the DIP Lenders presented the Tag Right and Call Option as a package offer. Second, the Tag Right preserves optionality for the DIP Lenders and the Debtors on the back-end equity raise without an additional fee for the exercise of the Tag Right option. Third, the Tag Right benefits the Debtors by increasing the universe of potential investors through a reduction in the amount of new money necessary to fund the Debtors' exit from chapter 11 given Apollo's participation. Fourth, the most likely scenario in which the Tag Right is exercised is where the Debtors' valuation vastly exceeds the \$3.2 enterprise value upon which the Call Option is premised, the Debtors have one or more higher and otherwise better offers available to maximize the value of the Debtors' estates and Apollo still wants to participate in the ultimate alternative transaction that the Debtors are pursuing. In such scenario, the provider of the higher and better offer either will desire to have Apollo be a co-investor or will be willing to absorb the Tag Right Termination Fee if it does not want Apollo to participate in such transaction. In short, the likely scenarios in which either the Call Option Termination Fee and/or the Tag Right Termination are triggered are ones in which the Debtors' estates and creditors are materially benefited by a higher or otherwise better offer after having taken advantage of the baseline valuation provided by the DIP Facility.

43. The discounted pricing, coupled with the optionality and the possibility to continue partnering with the DIP Lenders as equity sponsor upon emergence, are worth protecting with the Call Option Termination Fee and the Tag Right Termination Fee. Had the Debtors instead pursued DIP financing with a credit-only investor without these equity-linked features, such DIP financing would almost certainly come with non-discounted pricing and would likely come with significant exit fees for the lender in addition to any fees for the third-party equity sponsor. In

other words, the Debtors would pay higher aggregate fees if they had pursued DIP financing with a credit-only party without the equity-linked features of the DIP Facility.

44. Nothing in the DIP Loan Documents prohibits the Debtors from sourcing third-party equity capital. A third-party financier need only factor in the cost of the Call Option Termination Fee and Tag Right Termination Fee when determining to make a proposal. Accordingly, payment of the fees associated with the Call Option and the Tag Right in the event of a termination is, in the Debtors' business judgment, reasonable and fair under the circumstances of these chapter 11 cases.

B. The DIP Lenders Should Be Deemed Good Faith Lenders under Section 364(e).

45. Section 364(e) of the Bankruptcy Code protects a good faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) provides that:

The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

11 U.S.C. § 364(e).

46. As detailed herein and in the DIP Declarations, the DIP Facility is the result of the Debtors' reasonable and informed determination that the DIP Lenders offered the most favorable terms pursuant upon which the Debtors could obtain postpetition financing. All negotiations regarding the DIP Facility were conducted in good faith and on an arm's-length basis. The terms and conditions of the DIP Facility are fair and reasonable, and the proceeds of the DIP

Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being provided to any party to the DIP Facility other than as described herein. Accordingly, the Court should find that the DIP Lenders are “good faith” lenders within the meaning of section 364(e) of the Bankruptcy Code, and are entitled to all of the protections afforded by that section.

C. The Scope of the Carve-Out is Appropriate.

47. The DIP Liens are subject to the Carve-Out. Without the Carve-Out, the Debtors and other parties in interest may be deprived of certain rights and powers because the services for which professionals may be paid in these chapter 11 cases would be restricted. *See In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (observing that courts insist on carve-outs for professionals representing parties in interest because “[a]bsent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced”). The Carve-Out does not directly or indirectly deprive the Debtors’ estates or other parties in interest of possible rights and powers. Additionally, the Carve-Out ensures that assets will be available for the payment of fees of the Clerk of the Bankruptcy Court or the Office of the United States Trustee for the Southern District of New York and professional fees of the Debtors and the Creditors’ Committee.

48. The Carve-Out contains similar terms to others that have been found to be reasonable and necessary to ensure that a debtor’s estate and any statutory committee can retain assistance from counsel. *See In re Evergreen Gardens Mezz LLC*, Case No. 21-10335 (MG) (Bankr. S.D.N.Y. Oct. 4, 2021) [ECF No. 128]; *In re Lakeland Tours, LLC*, No. 20-11647 (JLG) (Bankr. S.D.N.Y. July 27, 2020) [ECF No. 58]; *In re Centric Brands Inc.*, No. 20-22637 (SHL) (Bankr. S.D.N.Y. May 20, 2020) [ECF No. 59]; *In re Internap Technology Solutions Inc.*, No. 20-22393 (RDD) (Bankr. S.D.N.Y. May 5, 2020) [ECF No. 188]; *In re George Washington Bridge*

Bus Station Dev. Venture LLC, No. 19–13196 (SCC) (Bankr. S.D.N.Y. Oct. 30, 2019) [ECF No. 62]; *In re Stearns Holdings, LLC*, No. 19-12226 (SCC) (Bankr. S.D.N.Y. Aug. 2, 2019) [ECF No. 209]; *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. April 22, 2019) [ECF No. 376]; *In re Ames Dep’t Stores*, 115 B.R. at 40–41; *In re Halcón Res. Corp.*, No. 16-11724 (BLS) (Bankr. D. Del. Aug. 19, 2016) [ECF No. 130]; *In re Aéropostale, Inc.*, No. 16-11275 (SHL) (Bankr. S.D.N.Y. May 6, 2016) [ECF No. 99]; *In re The Great Atl. & Pac. Tea Co., Inc.*, No. 10-24549 (RDD) (Bankr. S.D.N.Y. Dec. 13, 2010) [ECF No. 43].

Notice

49. Notice of this Motion will be provided to (i) the U.S. Trustee (Attn: Greg Zipes, Esq. & Annie Wells, Esq.), (ii) counsel to the Creditors’ Committee, (iii) any party that has requested notice pursuant to Bankruptcy Rule 2002, (iv) counsel to the DIP Lenders, and (v) counsel to the Agent. The Debtors respectfully submit that no further notice is required.

50. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: August 16, 2022
New York, New York

/s/ David Griffiths

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*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

DIP Credit Agreement

SUPER-PRIORITY DEBTOR-IN-POSSESSION TERM LOAN AGREEMENT

dated as of August 13, 2022 among

SAS AB (PUBL), a debtor and a debtor-in-possession as Parent,

SCANDINAVIAN AIRLINES SYSTEM DENMARK-NORWAY-SWEDEN, a debtor and a debtor-in-
possession as Borrower,

THE GUARANTORS PARTY HERETO,

each a debtor and a debtor-in-possession,

THE DIP LENDERS PARTY HERETO,

and

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Administrative Agent and Collateral Agent

US\$700,000,000 Super-Priority Debtor-in-Possession Term Loan Facility

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SUPER-PRIORITY DEBTOR-IN-POSSESSION TERM LOAN AGREEMENT (as amended, restated, modified, supplemented, extended or amended and restated from time to time, the “Agreement”), dated as of August 13, 2022, among Scandinavian Airlines System Denmark-Norway-Sweden, a consortium organized and existing under a consortium agreement dated February 8, 1951 (as amended from time to time and most recently on May 27, 2019) between the Consortium Members (as defined below) (the “Borrower”), SAS AB (publ), a public limited liability company incorporated under the laws of Sweden with Swedish Reg. No. 556606-8499 (“Parent”), as a guarantor, each Subsidiary of Parent that is a Debtor in the Chapter 11 Cases, as a guarantor (collectively, with Parent, the “Guarantors”), each of the several financial institutions or entities from time to time party hereto as a DIP Lender (collectively, the “DIP Lenders”), WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”), and as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

RECITALS:

WHEREAS, on the Petition Date (defined below), each of the Parent, Borrower and certain Subsidiaries of Parent (collectively, and together with any other Affiliates of the Borrower that become debtor and debtors in possession in the Chapter 11 Cases, the “Debtors”) filed a voluntary petition for relief under chapter 11 of Title 11 of the U.S. Code (each, a “Chapter 11 Case” and, collectively the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (together with any other court having jurisdiction over any of the Chapter 11 Cases or any proceeding therein from time to time, the “Bankruptcy Court”), jointly administered under Case Number 22-10925 (MEW);

WHEREAS, the Debtors are continuing to operate their business and manage their property as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the filing of the Chapter 11 Cases, the Borrower has requested that the DIP Lenders provide a delayed-draw term loan facility in an aggregate original principal amount of up to US\$700,000,000;

WHEREAS, the DIP Lenders have committed to provide the full amount of the DIP Loans pursuant to the terms of this Agreement;

WHEREAS, the DIP Lenders have agreed to advance DIP Loans after the Closing Date, severally and not jointly, subject to the terms and conditions set forth herein;

WHEREAS, the Borrower and the Guarantors have agreed to guarantee the DIP Obligations (defined below) hereunder and to secure the DIP Obligations by granting to the Collateral Agent, for the benefit of the DIP Secured Parties (defined below), the DIP Liens (defined below) described herein; and

WHEREAS, upon satisfaction of the conditions set forth in Section 5, the DIP Lenders have agreed to extend such credit to the Borrower upon the terms and conditions set forth herein, the proceeds of which will be used exclusively for the purposes set forth in Section 2.06 and in the DIP Order.

Accordingly, the parties hereto hereby agree as follows:

SECTION 1

DEFINITIONS

Section 1.01 Defined Terms.

“13-Week Forecast” shall mean: (a) a 13-week cash flow forecast of receipts and disbursements for the period from the Commitment Effective Date setting forth projected cash flows and disbursements attached hereto as Schedule 1.1(a) (the “Initial 13-Week Forecast”), that shows, among other things, as a separate line item (i) projected Intercompany Loans or cash advances or transfers from any Obligor to the non-Obligor Affiliates, (ii) projected Intercompany Loans or cash advances or transfers from the non-Obligor Affiliates to the Obligor at the end of each calendar month, (iii) the projected amount of cash of the non-Obligor Affiliates on a weekly basis, (iv) the projected amount of cash of the Obligors on a weekly basis and (v) the aggregate amount of Professional Fees and expenses for Professional Persons and (b) updated 13-week cash flow forecasts, in form substantially similar to the Initial 13-Week Forecast, of receipts and disbursements projected to be made at the end of each two-week period for the then-remaining term of the DIP Facility (each, an “Updated 13-Week Forecast”).

“ABR”, when used in reference to any DIP Loan or Borrowing, refers to whether such DIP Loan, or the DIP Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

“Acceptable Letters of Credit” shall mean an irrevocable standby letter of credit on customary terms issued by a U.S. bank or branch having a long-term unsecured debt rating of at least A (or the equivalent) or better by S&P, Moody’s or Fitch and drawable by the Administrative Agent upon presentation in New York.

“Acceptable Signatory” shall mean, at any date of determination, an individual who is recognized by the Coordinator for the purpose of signing and/or executing a Slot Transfer Form on behalf of the Borrower.

“Account” shall have the meaning set forth in the UCC.

“ACL” shall mean Airport Coordination Limited, a private company limited by guaranty incorporated in England (under registered number 02603583), whose registered office is at Rourke House, Kingsbury Crescent, Staines-Upon-Thames, England, TW18 3BA, or any successor or replacement entity, in each case being the entity appointed for the time being pursuant to the UK Slots Regulation as coordinator for, *inter alia*, LHR and having the sole responsibility for the allocation of Slots at LHR.

“Actual Cancellation” shall mean the cancellation or non-operation by the Borrower or the Operating Carrier of any ATM comprising a Slot forming part of a Material Pledged Slot and which is not justified on the basis of any of the reasons set out in Article 10(4) of the Retained EU Slots Regulation.

“Additional Work Fee” shall have the meaning set forth in Section 2.10(c).

“Adjusted Term SOFR” means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR plus (b) Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Administrative Agent” shall have the meaning set forth in the first paragraph herein.

“Adverse Proceeding” shall mean any action, suit, proceeding, hearing (in each case, whether administrative or judicial), governmental investigation or arbitration at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of any Obligor, threatened in writing against or affecting any Obligor or any property of any Obligor.

“Advisor Fee Letter” shall mean that certain Advisor Fee Letter, dated as of the Closing Date, between Apollo Global Funding, LLC and the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Affected Financial Institution” shall mean (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person (a “Controlled Person”) shall be deemed to be “controlled by” another Person (a “Controlling Person”) if the Controlling Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of the Controlled Person whether by contract or otherwise. For the avoidance of doubt, any agency or instrumentality of the DIP Lender shall be an “Affiliate” of such DIP Lender.

“Agents” and “Agent” shall have the meaning set forth in the first paragraph herein.

“Agent Fee Letter” shall mean that certain Agent Fee Letter, dated as of the Closing Date, between the Agents and the Borrower, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Agreed Historics Deadline” has the meaning given to such term in the Worldwide Slot Guidelines.

“Agreement” shall have the meaning set forth in the first paragraph herein.

“Aggregate Exposure” shall mean, with respect to any DIP Lender at any time, an amount equal to the aggregate principal amount of such DIP Lender’s DIP Loans and unfunded DIP Commitment.

“Aggregate Exposure Percentage” shall mean, with respect to any DIP Lender at any time, the ratio (expressed as a percentage) of such DIP Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all DIP Lenders at such time.

“Air Carrier Guarantors” shall mean each Guarantor that is primarily engaged in air transportation for scheduled commercial passenger service at any time.

“Aircraft” shall mean any contrivance invented, used, or designed to navigate, or fly in, the air, which includes the Engines, Parts and manual and technical records related thereto.

“Airframe” shall mean an Aircraft but excluding any Engines which are, from time to time, installed thereon.

“Airframe Lease Documents” shall mean, in respect of any Collateral Airframe, the relevant Permitted Lease and associated documents.

“Aircraft Lease Documents” shall mean, in respect of any Collateral Aircraft, the relevant Permitted Lease and associated documents.

“Aircraft Mortgage” shall mean each New York Aircraft Mortgage and each Norwegian Aircraft Mortgage.

“Aircraft Protocol” shall mean the official English language text of the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment adopted on November 16, 2001, at a diplomatic conference in Cape Town, South Africa, and all amendments, supplements and revisions thereto, as in effect in the United States or any other applicable jurisdiction, as the case may be.

“Airport Authority” shall mean any city or any public or private board or other body or organization chartered or otherwise established for the purpose of administering, operating or managing airports or related facilities, which in each case is an owner, administrator, operator or manager of one or more airports or related facilities.

“Alternate Base Rate” shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 0.50% and (c) to the extent ascertainable, Adjusted Term SOFR for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Term SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.16 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.16), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 2.00%, such rate shall be deemed to be 2.00% for purposes of this Agreement.

“Anti-Corruption Laws” shall mean all applicable anti-corruption and anti-bribery laws, rules and regulations of any jurisdiction from time to time, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended.

“Anti-Money Laundering Laws” shall mean any and all laws, rules and regulations of any jurisdiction applicable to Parent or its Subsidiaries or Affiliates from time to time concerning or relating to terrorism financing, money laundering or any predicate crime to money laundering, including, without limitation, any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the “Bank Secrecy Act,” 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

“AOC” shall mean an air operator certificate issued jointly by the Danish Transport Authority, Civil Aviation Authority Norway and the Swedish Transport Agency to the Borrower in accordance with Article 6 of the EU Licensing Regulation and applicable derogations.

“Applicable Margin” shall mean (i) with respect to Term SOFR DIP Loans, 9.0%, and (ii) with respect to ABR DIP Loans, 8.0%.

“Applicable Slots Regulations” shall mean each of:

- (a) the UK Slots Regulations;

(b) the *Worldwide Scheduling Guidelines*, as published by the International Air Transport Association and in effect from time to time; and

(c) any other law, rule, regulation or policy from time to time applicable to any Material Pledged Slot.

“Apollo” shall mean Apollo Management Holdings, L.P. on behalf of one or more affiliates and/or funds or separate accounts managed by it and its Affiliates.

“Approved Fund” shall have the meaning set forth in Section 11.02(b).

“Assignment and Acceptance” shall mean an assignment and acceptance entered into by a DIP Lender and an assignee (with the consent of any party whose consent is required by Section 11.02), and accepted by the Administrative Agent, substantially in the form of Exhibit A hereto.

“ATM” shall mean an air traffic movement.

“Available Tenor” shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor of such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.16(f).

“Aviation Authorities” shall mean:

(a) any Governmental Authority which, from time to time, has control or supervision of civil aviation in, as applicable, any of Denmark, Norway, Sweden or Ireland, including the Swedish Transport Agency (Sw: *Transportstyrelsen*); and/or

(b) the EASA; and/or

(c) any other Governmental Authority, including the FAA, as applicable, which, from time to time, has control or supervision of civil aviation, each an “Aviation Authority”.

“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 which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part 1 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).

“Bankruptcy Code” shall mean The Bankruptcy Reform Act of 1978, as heretofore and hereafter amended, and codified as 11 U.S.C. section 101 et seq.

“Bankruptcy Court” shall have the meaning specified in the first recital hereto.

“Bankruptcy Event” shall mean, with respect to any Person, subsequent to the Closing Date, such Person becomes the subject of a bankruptcy or insolvency proceeding, or initiates or institutes a process to reach a pre-bankruptcy or pre-insolvency process with its creditors the effects of which could, in the reasonable determination of the Administrative Agent, have effects similar to those of bankruptcy or insolvency proceedings, or has had a receiver, Irish examiner, conservator, trustee, administrator, custodian, assignee or supervisor for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Bankruptcy Law” shall mean the Bankruptcy Code or any similar U.S. federal, state law or equivalent foreign law for the relief of debtors.

“Bankruptcy Milestones” shall have the meaning set forth in Section 6.17.

“Benchmark” means, initially, Term SOFR; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.16(b).

“Benchmark Replacement” means, 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) the sum of (i) Daily Simple SOFR and (ii) 0.10% (10 basis points); and

(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 purposes of this Agreement and the other DIP Loan Documents.

“Benchmark Replacement Adjustment” means, 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” means, with respect to any Benchmark, the earliest to occur of the following events with respect to such 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 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 determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer 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 any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, 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” means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such 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 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 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 NYFRB, 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 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 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 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, 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” means, 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 DIP Loan Document in accordance with Section 2.16(b) and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any DIP Loan Document in accordance with Section 2.16(b).

“Beneficial Ownership Certification” shall mean a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

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

“Benefit Plan” shall have the meaning set forth in Section 4.15(c).

“Board of Directors” shall mean:

(a) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(b) with respect to a partnership, the board of directors of the general partner of the partnership;

(c) with respect to a limited liability company, the managing member or members, manager or managers or any controlling committee of managing members or managers thereof; and

(d) with respect to any other Person, the board, committee or administrator of such Person serving a similar function.

“Bona Fide Debt Fund” shall mean, with respect to any Disqualified Lender, any bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business and with respect to which such Disqualified Lender and investment vehicles managed or advised by such Disqualified Lender that are not engaged primarily in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course do not make investment decisions for such entity; provided, however, in no event shall (x) any natural person or (y) Parent or any Subsidiary thereof be a Bona Fide Debt Fund.

“Borrower” shall have the meaning set forth in the first paragraph of this Agreement.

“Borrowing” shall mean the incurrence, conversion or continuation of DIP Loans of a single Type on a single date and having, in the case of Term SOFR DIP Loans, a single Interest Period.

“Breakup Fee Motion” shall have the meaning set forth in Section 6.17.

“Breakup Fee Order” shall have the meaning set forth in Section 5.01.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City and Stockholm, Sweden are authorized or required by law or other governmental actions to remain closed; provided that when used in connection with a Term SOFR DIP Loan, the term

“Business Day” shall also exclude any day that is not a U.S. Government Securities Business Day.

“Call Option” shall have the meaning set forth in Section 6.15(a).

“Call Option Election Period” shall mean (x) the twenty-eight (28) day period after the date that documentation is filed with the Bankruptcy Court with respect to (i) fully committed financing among one or more Debtors and a financing source for an alternative transaction by the Debtors, to the consummation of the Call Option (including any sale of all or substantially all of the assets of the Debtors, equity issuance, merger, recapitalization, reorganization, liquidation or similar transaction) in an amount sufficient to enable the Debtors to fund and consummate a Company Approved Reorganization Plan; (ii) a restructuring support agreement with holders of claims against the Debtors sufficient to carry each impaired class of claims under the Chapter 11 Plan contemplated by such restructuring support agreement; or (iii) a motion for a sale of all or substantially all of the Debtor’s assets with a stalking horse bidder under section 363 of the Bankruptcy Code (which shall contain the purchase price for such sale) and, in respect of any transaction or agreement described in clause (i) or (ii) above, which documentation shall include the total enterprise value for the Parent and its Subsidiaries and Affiliates upon which such alternative transaction or Chapter 11 Plan is premised, or (y) if a Chapter 11 Plan and disclosure statement is filed in the Chapter 11 Cases that does not contemplate a transaction or agreement described in clause (x)(i) or (x)(ii) above, the twenty-eight (28) day period after the filing of such disclosure statement, or any amendment or supplement thereto, that provides the total enterprise value of the Parent and its Subsidiaries and Affiliates upon which such Chapter 11 Plan is premised.

“Call Option Termination Event” shall have the meaning set forth in Section 2.10(h).

“Call Option Termination Fee” shall have the meaning set forth in Section 2.10(h).

“Cape Town Convention” shall mean the official English language text of the Convention on International Interests in Mobile Equipment, adopted on November 16, 2001 at a diplomatic conference in Cape Town, South Africa, and all amendments, supplements and revisions thereto, as in effect in the United States or any other applicable jurisdiction, as the case may be.

“Cape Town Treaty” shall mean, collectively, (a) the Cape Town Convention, (b) the Aircraft Protocol, and (c) all rules and regulations (including but not limited to the Regulations and Procedures for the International Registry) adopted pursuant thereto and all amendments, supplements and revisions thereto.

“Capital Stock” shall mean, with respect to any Person, any and all shares of stock, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting) such Person’s equity or ownership, including any preferred stock, any limited or general partnership interest and any limited liability company membership interest, any securities or other rights or interests convertible into or exchange for any of the foregoing.

“Carve-Out” shall have the meaning set forth in the DIP Order.

“Carve-Out Account” shall have the meaning set forth in the DIP Order.

“Carve-Out Expenses” shall have the meaning set forth in the DIP Order.

“Cash Collateral” shall mean all cash and Cash Equivalents of the Debtors, whenever or wherever acquired and the proceeds of all DIP Collateral.

“Cash Equivalents” shall mean each of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States), in each case maturing within one (1) year from the date of acquisition thereof;

(b) Acceptable Letters of Credit;

(c) investments in commercial paper maturing within 365 days from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 (or the equivalent thereof) from S&P or P-2 (or the equivalent thereof) from Moody’s;

(d) investments in certificates of deposit (including investments made through an intermediary, such as the certificated deposit account registry service), banker’s acceptances, time deposits, eurodollar time deposits and overnight bank deposits maturing within one (1) year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank of recognized standing organized under the laws of the United States or any State thereof that has a combined capital and surplus and undivided profits of not less than \$250.0 million;

(e) fully collateralized repurchase agreements with a term of not more than six (6) months for underlying securities that would otherwise be eligible for investment;

(f) investments in money in an investment company registered under the Investment Company Act of 1940, as amended, or in pooled accounts or funds offered through mutual funds, investment advisors, banks and brokerage houses which invest its assets in obligations of the type described in clauses (a) through (e) above. This could include, but not be limited to, money market funds or short-term and intermediate bonds funds;

(g) money market funds that (A) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (B) are rated AAA (or the equivalent thereof) by S&P and Aaa (or the equivalent thereof) by Moody’s and (C) have portfolio assets of at least \$5.0 billion;

(h) deposits available for withdrawal on demand with commercial banks organized in the United States having capital and surplus in excess of \$100.0 million;

(i) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A- by S&P or A3 by Moody’s; and

(j) any other securities or pools of securities that are classified under IFRS as Cash Equivalents or short-term investments on a balance sheet.

The term “Cash Equivalents” shall also include (x) Investments of the type and maturity described in clauses (a) through (j) above of foreign obligors, which Investments or obligors (or the parent companies thereof) have the ratings (if any) described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term Investments utilized by foreign Subsidiaries in accordance with normal investment practices for cash management in Investments analogous to the Investments described in clauses (a) through (j) and in this paragraph.

“Cash Flow Statement and Notes” shall have the meaning set forth in Section 6.01(a).

“Cash Management Order” shall mean any order granting, on an interim or final basis (as the case may be) the Debtors’ *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Continue Using Existing Cash Management System and Check Stock, (B) Honor Certain Related Obligations, and (C) Continue Intercompany Transactions and Provide Administrative Expense Priority for Postpetition Intercompany Claims, (II) Waiving Compliance with Requirements of 11 U.S.C. § 345(b), and (III) Granting Related Relief*, filed at ECF No. 15 in the Chapter 11 Cases, which order shall not have been vacated, reversed or stayed except as otherwise agreed to in writing by the Agents and the Majority DIP Lenders.

“Change in Law” shall mean, after the date hereof, (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.

“Change of Control” shall mean that any Person or group of Persons acting in concert, directly or indirectly (through acquisition of Voting Stock (including by purchase, merger, consolidation or other similar transaction), by contract or otherwise), (i) becomes the beneficial owner of more than fifty percent (50%) (on a fully diluted basis) of the outstanding Voting Stock of Parent, (ii) otherwise acquires, is recognized as having or is otherwise able to exercise the right to cast, at a general meeting of shareholders of Parent, more than fifty percent (50%) (on a fully diluted basis) of the voting rights of the holders of Voting Stock of Parent, (iii) sells, leases, exchanges or otherwise transfers (in a single transaction or a series of related transactions) all or substantially all of the assets of Parent and its Subsidiaries, taken as a whole, to any “person” or “group” (as such terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act), to any transferee Person, or (iv) obtains rights (whether by means of warrants, options or otherwise) or is granted a Lien (whether any such rights or Lien is exercisable or created immediately or only after the passage of time or occurrence of an event) which if fully or partially exercised (or, in the case of a Lien, upon exercise of rights and remedies in respect thereof) would result in the circumstances described in the foregoing clause (i), (ii) or (iii).

“Chapter 11 Case” or “Chapter 11 Cases” shall have the meaning specified in the first recital hereto.

“Chapter 11 Plan” shall mean a plan of reorganization filed in any of the Chapter 11 Cases under section 1121 of the Bankruptcy Code.

“Charges” shall have the meaning set forth in Section 2.07(c).

“Closing Date” shall mean the date on which the conditions precedent for the effectiveness of this Agreement set forth in Section 5.02 have been satisfied or waived in accordance therewith. The Majority DIP Lenders will provide written notice to the Debtors, the Administrative Agent and the DIP Lenders of the occurrence of the Closing Date upon satisfaction of such applicable conditions.

“Code” shall mean the U.S. Internal Revenue Code of 1986, as amended.

“Collateral Aircraft” shall mean any Aircraft detailed in Schedule 1.1(o) that is indicated in Schedule 1.1(o) as having applicable On-Wing Engines and shall include its applicable On-Wing Engines.

“Collateral Airframe” shall mean any Airframe detailed in Schedule 1.1(o) that is indicated in Schedule 1.1(o) as not having any applicable On-Wing Engines.

“Collateral Assignment Agreement” shall mean that certain collateral assignment agreement, by and among the Obligors party to the Intercompany Facility Agreement, as assignors, and the Collateral Agent, for the benefit of the DIP Secured Parties as assignee, and acknowledged by the Intercompany Borrowers, substantially in the form attached as Exhibit I hereto.

“Collateral Agent” shall have the meaning set forth in the first paragraph of this Agreement.

“Collateral Documents” shall mean, collectively, the DIP Order, the U.S. Security Agreement, the Foreign Security Agreements, the Aircraft Mortgages, the New York Airframe Mortgage, the New York Engine Mortgage, any Deposit Account Control Agreement, Collateral Assignment Agreement, each Slot Transfer Form delivered pursuant to the DIP Loan Documents and any other instrument or agreement (which is designated as a Collateral Document therein) executed and delivered by any Obligor to the Collateral Agent, in each case so long as such agreement, instrument or document shall not have been terminated in accordance with its terms.

“Collateral Engine” shall mean any Spare Engine or On-Wing Engine, including any appurtenance, and accessory of such Collateral Engine and any records relating to such Collateral Engine.

“Collateral Sale” shall mean any sale of DIP Collateral or series of related sales of DIP Collateral other than Permitted Dispositions.

“Collateral Taxes” shall have the meaning set forth in Section 11.04(e).

“Commitment Effective Date” shall mean the date on which the conditions precedent set forth in Section 5.01 have been satisfied or waived in accordance therewith.

“Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Obligor pursuant to any DIP Loan Document or the transactions contemplated therein which is distributed by any Agent or any DIP Lender by means of electronic communications, including through a Platform.

“Company Approved Reorganization Plan” shall mean a Chapter 11 Plan, as proposed by Parent, on behalf of itself, the Borrower, and/or the other Debtors, as the case may be, and approved by its board of directors, for each of the Debtors that (a) provides for (i) the termination of the DIP Commitments, (ii) customary releases of the DIP Secured Parties and (iii) the Payment in Full of the DIP Obligations (other than contingent indemnification obligations not yet due and payable), upon the Plan Effective Date or (b) is otherwise acceptable to the Agents, the Majority DIP Lenders and the Borrower.

“Competitor” means any person that is engaged in substantially similar business operations as any Debtor or any Subsidiary thereof.

“Conforming Changes” means, 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 change (including changes to the definition of “Alternate Base Rate”, the definition of “Business Day”, the definition of “Interest Period”, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.22 and other technical, administrative or operational matters) that the Administrative Agent, in consultation with the Borrower, decides may be reasonable and appropriate to reflect the adoption and implementation of such rate or Benchmark Replacement and 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 such Benchmark Replacement 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 DIP Loan Documents).

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

“Consolidated Cash” shall mean, as at any date of determination, aggregate cash (regardless of whether restricted or unrestricted) and Cash Equivalents of Parent and its Subsidiaries.

“Consolidated Liquidity” shall mean, as of the last day of the applicable calendar month, the sum of (i) undrawn DIP Commitments that the Borrower would be permitted to draw as of such date plus (ii) all unrestricted cash and Cash Equivalents of Parent and its Subsidiaries as of such date.

“Consortium Members” shall mean the Danish Consortium Member, the Norwegian Consortium Member and the Swedish Consortium Member.

“Contracting State” shall mean a state in which the Cape Town Treaty has entered into force.

“Controlled Account” shall mean the SANA Deposit Account and any other Deposit Account in the United States of any Obligor that is subject to a Deposit Account Control Agreement.

“Coordinator” means ACL.

“Coordinator Baseline” shall mean the database(s) operated by the Coordinator for the purpose of recording the holder of LHR Slots and coordinating and monitoring the use of those Slots.

“Copyrights” shall mean all U.S. and foreign copyrights (whether or not the underlying works of authorship have been published) and copyrightable works, including but not limited to copyrights in Software and any copyrights in and to databases or other collections of information, whether registered or unregistered, and all registrations and applications therefor.

“Cost Savings” shall have the meaning set forth in Section 5.02(q)(iii).

“Cost Savings Schedule” shall have the meaning set forth in Section 5.02(q)(iii).

“Covered Party” shall have the meaning set forth in Section 11.21(a).

“COVID-19 Pandemic” shall mean the COVID-19 pandemic and the economic, financial, business, operational and healthcare effects (whether direct or indirect) thereof and the response of governmental and healthcare authorities with respect thereto.

“Creditors’ Committee” shall mean the official committee of unsecured creditors appointed in the Chapter 11 Cases.

“Cumulative Cash Burn” shall mean, for any given month end, the ending balance of Consolidated Cash on July 31, 2022 minus the balance of Consolidated Cash as of the last day of such month. The following cash receipts received or disbursements made during the applicable calculation period shall not be included in the calculation of the Cumulative Cash Burn: (i) cash flows related to Aircraft and Engine deliveries and new financings, including payments under the PDP Facility, debt service in connection with PDP Facility, delivery payments, and proceeds from incurrence of new Indebtedness or Sale and Leasebacks, (ii) restructuring costs, including Professional Fees, expenses for Professional Persons and other expenses related to the Chapter 11 Cases as well as any cash flows related to the DIP Facility (including proceeds of the DIP Loans, interest payments, payments of fees and reimbursement of fees and expenses pursuant to any DIP Loan Documents), (iii) cash flows related to all future non-Aircraft related Indebtedness (including proceeds of such Indebtedness, interest payments, payments of fees and reimbursement of fees and expenses thereunder), (iv) cash flows from any Disposition of assets (including income producing and non-income producing assets).

“Cumulative Cash Burn Covenant” shall have the meaning set forth in Section 7.14(b).

“Cumulative Cash Burn Test Date” shall have the meaning set forth in Section 7.14(b).

“Cumulative Cost Savings Target” shall have the meaning set forth in Section 5.02(q)(iii).

“Currency Agreement” shall mean any foreign exchange contract, currency swap agreement or other similar agreement or arrangement.

“Danish Aircraft” shall mean, as of the date of this Agreement, each Aircraft or Airframe detailed in Schedule 1.1(o) as being registered in Denmark and, at any other time, any Collateral Aircraft or Collateral Airframe that is registered in Denmark at the relevant time.

“Danish Companies Act” shall mean the Danish Consolidated Act No. 1952 of 11 October 2021 on public and private limited liability companies as amended and supplemented from time to time (in Danish: *Selskabsloven*).

“Danish Consortium Member” shall mean SAS Danmark A/S, a limited liability company incorporated under the laws of Denmark, with business reg. no. 56994912.

“Danish Guarantor” shall mean each Guarantor incorporated in Denmark which, in respect of SAS Danmark A/S, shall include the Borrower.

“Danish Obligor” means each Obligor incorporated in Denmark.

“Daily Simple SOFR” means, for any day (a “SOFR Day”), a rate per annum equal to SOFR for the day (such day, the “SOFR Determination Date”) that is five U.S. Government Securities Business Days prior to (a) if such SOFR Day is a U.S. Government Securities Business Day, such SOFR Day or (b) if such SOFR Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Day, in each case, as SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Debtors” shall have the meaning set forth in the Recitals to this Agreement.

“Declined Proceeds” shall have the meaning set forth in Section 2.13(c).

“Default” shall mean any event that, unless cured or waived, is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“Default Rate” shall have the meaning set forth in Section 2.08.

“Defaulting Lender” shall mean, at any time, any DIP Lender that (a) has failed, within two (2) Business Days of the date required to be funded or paid by it hereunder, to fund or pay (x) any portion of the DIP Loans or (y) any other amount required to be paid by it hereunder to any Agent or any other DIP Lender (or its banking Affiliates), unless, in the case of clause (x) above, such DIP Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such DIP Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower, the Administrative Agent or any other DIP Lender in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such DIP Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) (c) has failed, within three (3) Business Days after request by the Administrative Agent or the Borrower, acting in good faith, to provide a confirmation in writing from an authorized officer or other authorized representative of such DIP Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective DIP Loans under this Agreement, which request shall only have been made after the conditions precedent to borrowings have been met, provided that such DIP Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent or Borrower’s, as applicable, receipt of such confirmation in form and substance satisfactory to the Administrative Agent or the Borrower, as applicable, or (d) has become, or has had its Parent Company become, the subject of a Bankruptcy Event or a Bail-In Action; provided that a DIP Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that DIP Lender or its Parent Company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such DIP Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such DIP Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such DIP Lender. If the Borrower determines that a DIP Lender is a Defaulting Lender under any of clauses (a) through (d) above, such DIP Lender will be deemed to be a

Defaulting Lender upon written notification of such determination by the Borrower to the Administrative Agent and the DIP Lenders.

“Deposit Account” shall mean any “deposit account,” as defined in Article 9 of the UCC.

“Deposit Account Control Agreement” shall mean, with respect to a Deposit Account, an agreement in form and substance reasonably satisfactory to Collateral Agent that (a) is entered into among Collateral Agent, the financial institution or other Person at which such Deposit Account is maintained and an Obligor that is the customer with respect to such Deposit Account, and (b) is effective for Collateral Agent to obtain “control” (within the meaning of Article 9 of the UCC) of such Deposit Account.

“DIP Budget” shall mean, (a) the Initial 13-Week Forecast, and (b) each Updated 13-Week Forecast.

“DIP Collateral” shall mean (i) all of the “Collateral”, “Mortgaged Property” and “Mortgaged Collateral” (or words of similar import) referred to in the Collateral Documents, (ii) the Collateral Aircraft, (iii) the Collateral Airframes (iv) the Collateral Engines, (v) the Material Pledged Slots, and (v) all of the other property and assets that are or are intended under the terms of the Collateral Documents to be subject to Liens in favor of the Collateral Agent for the benefit of the DIP Secured Parties; provided, that, the DIP Collateral shall not include Excluded Assets.

“DIP Commitments” shall mean with respect to each DIP Lender, the commitment of such DIP Lender to make DIP Loans hereunder. The amount of each DIP Lender’s DIP Commitment is set forth on Schedule 1.1(h) hereto. The aggregate original principal amount of the DIP Commitments is \$700,000,000.

“DIP Facility” shall mean the credit facility established under this Agreement in favor of the Borrower in accordance with the terms set forth herein or in the other DIP Loan Documents and pursuant to which the DIP Commitments are established.

“DIP Lenders” shall have the meaning set forth in the first paragraph of this Agreement.

“DIP Liens” shall have the meaning set forth in Section 3.01.

“DIP Loans” means the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01.

“DIP Loan Documents” shall mean this Agreement, the Collateral Documents, the Agent Fee Letter, the Advisor Fee Letter, any Promissory Note, the DIP Order and any other instrument or agreement (which is designated as a DIP Loan Document therein) executed and delivered by any Obligor to the Administrative Agent, the Collateral Agent or any DIP Lender, in each case, as the same may be amended, restated, modified, supplemented, extended or amended and restated from time to time in accordance with the terms hereof.

“DIP Loan Proceeds” shall have the meaning set forth in Section 2.06.

“DIP Obligations” shall mean the due and punctual payment of (x) the principal of and interest at the applicable rate provided in this Agreement of the DIP Loans, when and as due, whether at maturity, by acceleration or otherwise, and (y) all other monetary obligations including fees, premiums, costs, expenses and indemnities payable to the DIP Secured Parties under the DIP Loan Documents.

“DIP Order” shall mean an order of the Bankruptcy Court, in form and substance reasonably satisfactory to the Agents and the Majority DIP Lenders, authorizing on a final basis, among other things, the DIP Facility and the Transactions contemplated by this Agreement, with only such modifications as are reasonably satisfactory to the Borrower, the Agents and the Majority DIP Lenders

“DIP Secured Parties” shall mean, collectively, the Administrative Agent, the Collateral Agent, and the DIP Lenders.

“DIP Superpriority Claims” shall have the meaning set forth in Section 3.01(b).

“Disclosure Statement” has the meaning set forth in Section 6.17(d).

“Disposition” shall mean, with respect to any property, any sale, conditional sale, lease, sale and leaseback, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disqualified Capital Stock” shall mean any Equity Interests that, by its terms (or by the terms of any security into which, mandatorily or at the option of the holder, it is convertible or for which it is exchangeable) or upon the happening of any event, (i) matures or is mandatorily redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or (ii) is convertible or exchangeable for debt or redeemable for any consideration other than other Equity Interests (which would not constitute Disqualified Capital Stock) at the option of the holder thereof, in whole or in part, in either case, on or prior to the date that is one year after the earlier of (a) the Maturity Date and (b) the date on which there are no DIP Loans or other obligations hereunder outstanding and all of the DIP Commitments are terminated.

“Disqualified Lender” shall mean (a) those Persons identified in writing (including by .pdf attachment to email) as such by the Borrower to the Administrative Agent and the DIP Lenders on or prior to the Closing Date that are acceptable to the Majority DIP Lenders (it being understood and agreed that the list provided on August 8, 2022, by Debtors’ counsel is acceptable) (the “Disqualified Lenders List”) and (b) any Affiliate (other than a Bona Fide Debt Fund) of any entity listed in clause (a) that is clearly identifiable as an Affiliate of any such entity listed in clause (a) solely based on the similarity of name to such Affiliate’s name. The Borrower may update the Disqualified Lenders List from time to time after the Closing Date to include additional Competitors by delivering such updated Disqualified Lenders List to the Administrative Agent, and the Administrative Agent shall be permitted, upon the request of any DIP Lender, to make available the then-current list to such inquiring DIP Lender. Notwithstanding anything herein to the contrary, (i) any person that is a DIP Lender and subsequently becomes a Disqualified Lender will be deemed to not be a Disqualified Lender hereunder, (ii) “Disqualified Lender” shall exclude any Person identified by the Borrower as no longer being a “Disqualified Lender” by written notice to the Administrative Agent and (iii) in no event shall the designation of any Person as a Disqualified Lender apply (x) to disqualify any Person until two (2) Business Days after such Person shall have been identified in writing to the Administrative Agent (the “Designation Effective Date”), or (y) retroactively to disqualify any Person that, prior to the Designation Effective Date, is a DIP Lender or has (1) acquired an assignment or participation interest under this Agreement or (2) entered into a trade to acquire an assignment or participation interest under this Agreement.

“Dollars”, “\$” and “US\$” shall mean lawful money of the United States of America.

“Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in Dollars, such amount and (b) with respect to any amount denominated in any currency other than Dollars, the equivalent amount thereof in Dollars as determined by the Borrower at such time on the basis of the

Spot Rate (determined in respect of the relevant date of determination) for the purchase of Dollars with such other currency.

“EASA” means the European Aviation Safety Agency or any successor thereof.

“EEA Financial Institution” shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which 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.

“Electronic Signature” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Eligible Assignee” shall mean (a) a DIP Lender, or any Affiliate of, or Approved Fund with respect to, a DIP Lender or (b) a finance company, insurance company or other financial institution or fund, in each case reasonably acceptable to the Administrative Agent, and whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or Section 406 of ERISA; provided that Eligible Assignee shall not include any Disqualified Lender, a natural person, the Borrower or any of its Affiliates, or any Person that is, or is acting on behalf of a Person that is, listed on OFAC’s Specially Designated Nationals list.

“Embargo Rules” shall have the meaning set forth in Section 9.03(j).

“Engine” shall mean an engine used, or intended to be used, to propel an Aircraft, including a Part, appurtenance, and accessory of such Engine and any records relating to such Engine.

“Engine Lease Documents” shall mean, in respect of any Collateral Engine, the relevant Permitted Engine Lease and associated documents.

“Environmental Claim” shall mean any written notice, claim, proceeding, notice of proceeding, investigation, demand, abatement order or other order or directive by any Person or Governmental Authority alleging or asserting liability with respect to the Obligors or the property of the Obligors, as the case may be, arising out of, based on, in connection with or resulting from (a) the actual or alleged presence, Use, Release or threatened Release of any Hazardous Materials, (b) Environmental Law, or (c) any actual or alleged injury or threat of injury to health or safety, natural resources or the environment.

“Environmental Laws” shall mean all applicable laws (including common law), statutes, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or legally binding agreements issued, promulgated or entered into by or with any Governmental Authority relating to the environment, pollution, noise pollution, waste management, health and safety, or natural resources and as each and any

of the foregoing statutes, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions or legally binding agreements may be amended or enacted from time to time.

“Environmental Liability” shall mean any liability (including any liability for damages, natural resource damage, costs of environmental investigation, remediation or monitoring or costs, fines or penalties) resulting from or based upon (a) Environmental Law, (b) the presence, Use or the arrangement for disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials into the environment or (e) any contract, agreement, lease or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Environmental Permit” shall mean any permit, approval, identification number, license, registration, consent or other authorization required to be held by any Obligor under any Environmental Law.

“Equity Interests” shall mean Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” means any trade or business (whether or not incorporated) that, together with any of the Obligors, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(a)(14) of ERISA or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

“ERISA Event” means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Pension Plan (other than an event for which the 30-day notice period is waived); (b) the failure by the Obligor or any ERISA Affiliate to satisfy the Pension Funding Rules, whether or not waived; (c) the filing of an application for a waiver of the minimum funding standard under the Pension Funding Rules; (d) the incurrence by any Obligor or any ERISA Affiliate of any liability under Title IV of ERISA with respect to the termination or cessation of operations of any Pension Plan; (e) the receipt by any Obligor or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Pension Plan or Pension Plans or to appoint a trustee to administer any Pension Plan; (f) 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; (g) 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), (h) 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 the Obligor or any ERISA Affiliate, (i) the engagement by the Obligor or any ERISA Affiliate in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; (j) the imposition of a lien upon the Obligor or any ERISA Affiliate pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; (j) 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, (k) the incurrence by any Obligor or any ERISA Affiliate of any liability with respect to the withdrawal or partial withdrawal of any Obligor or any ERISA Affiliate from any Pension Plan or Multiemployer Plan; or (l) the receipt by any Obligor or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Obligor or any ERISA Affiliate of any notice, concerning the imposition upon any Obligor or any ERISA Affiliate of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent, or in “endangered” or “critical” status (within the meaning of Sections 431 or 432 of the Code or Sections 304 or 305 of ERISA).

“Erroneous Payment” shall have the meaning set forth in Section 9.9.

“Erroneous Payment Subrogation Rights” shall have the meaning set forth in Section 9.9.

“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.

“EU Blocking Regulation” means EU Council Regulation (EC) 2271/96 of 22 November 1996.

“EU Licensing Regulation” shall mean Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community.

“EU Slots Regulation” shall mean Council Regulation (EEC) No 95/93 of 18 January 1993 on common rules for the allocation of slots at Community airports, as amended by Regulation (EC) No 894/2002 of 27 May 2002, Regulation (EC) No 1554/2003 of 22 July 2003, Regulation (EC) No 793/2004 of 21 April 2004 and Regulation (EC) No 545/2009 of 18 June 2009.

“Event of Default” shall have the meaning set forth in Section 8.01.

“Event of Loss” shall mean, with respect to any DIP Collateral, any of the following events: (i) the destruction of or damage to such property that renders repair uneconomic or that renders such property permanently unfit for normal use; (ii) any damage or loss to or other circumstance with respect to such property that results in an insurance settlement with respect to such property on the basis of a total loss, or a constructive or arranged total loss; (iii) the confiscation or nationalization of, or requisition of title to such property by any Governmental Authority; (iv) the theft or disappearance of such property that shall have resulted in the loss of possession of such property by any Grantor for a period in excess of thirty (30) days; or (v) the seizure of, detention of or requisition for use of, such property by any Governmental Authority that shall have resulted in the loss of possession of such property by any Grantor and such requisition for use shall have continued beyond the earlier of (A) sixty (60) days and (B) the date of receipt of insurance or condemnation proceeds with respect thereto.

An Event of Loss shall be deemed to have occurred:

(a) in the case of an actual total loss, at 12:00 midnight (New York City time) on the actual date the relevant DIP Collateral was lost;

(b) in the case of any of the events described in paragraph (i) of the definition of Event of Loss above (other than an actual total loss), upon the date of occurrence of such destruction, damage or rendering unfit;

(c) in the case of any of the events described in paragraph (ii) of the definition of Event of Loss above (other than an actual total loss), the date and time at which either a total loss is subsequently admitted by the insurers or a competent court or arbitration tribunal issues a judgment to the effect that a total loss has occurred;

(d) in the case of any of the events referred to in paragraph (iii) of the definition of Event of Loss above, upon the occurrence thereof; and

(e) in the case of any of the events referred to in paragraphs (iv) and (v) of the definition of Event of Loss above, upon the expiration of the period of time specified therein.

“Excluded Accounts” shall mean (a) all accounts used exclusively for escrow, fiduciary, trust or tax withholding purposes funded in the ordinary course of business or required by applicable law, (b) accounts used only for payroll obligations, (c) all accounts holding cash or Cash Equivalents securing Hedging Agreements in respect of emission allowance expenses or other Cash Collateral permitted hereunder, and (d) all accounts holding cash or Cash Equivalents securing Letters of Credit or obligations in respect of certain returned aircrafts, and any funds in all such accounts.

“Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.

“Excluded Assets” shall mean, (i) any particular assets, if the pledge thereof or security interest therein is (x) prohibited by applicable law (including rules and regulations of any Governmental Authority) or (y) prohibited or restricted by contract, lease, license or other agreement with a counterparty that is not an Obligor or an Affiliate thereof and that exists as of the Closing Date in each case of clause (x) and (y), except to the extent any such prohibition or restriction would be rendered ineffective under applicable provisions of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code and after giving effect to the DIP Order) or principles of equity, (ii) any Intent-to-use Trademark (as defined in the U.S. Security Agreement), (iii) any Non-Transferable Data (as defined in the U.S. Security Agreement) and (iv) any Excluded Accounts; *provided*, that Excluded Assets shall not include any proceeds of any Excluded Assets unless such proceeds would otherwise constitute Excluded Assets.

“Excluded Taxes” shall mean, with respect to any Agent, any DIP Lender or any other recipient of any payment to be made hereunder or under any DIP Loan Document (collectively, “Tax Indemnitees”), (a) any Taxes based on (or measured by) its net income (however denominated) or any franchise taxes imposed in lieu of net income taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Tax Indemnitee being organized under the laws of or having its principal office located in or, in the case of any DIP Lender, having its applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof) (other than, in the case of each DIP Lender, taxes imposed solely as a result of lending money or extending credit pursuant to, receiving payments under or otherwise participating, or enforcing any DIP Loan Document), or (ii) that are Other Connection Taxes, (b) any withholding Tax that is imposed under FATCA., and (c) in the case of a DIP Lender, any withholding Taxes imposed by a Government Authority on amounts payable to or for the account of such DIP Lender with respect to an applicable interest in a DIP Loan or DIP Commitment pursuant to a law in effect on the date on which such DIP Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.19, amounts with respect to such Taxes were payable either to such DIP Lender’s assignor immediately before such DIP Lender became a party hereto or to such DIP Lender immediately before it changed its lending office.

“Existing Aircraft Financing” shall mean in respect of each Boeing 737-700 Aircraft, with serial numbers 30471 and 32276, each of the Facility Agreements dated 29th September 2016, as more particularly described in Schedule 1.1(f).

“Exit Fee” shall have the meaning set forth in Section 2.10(d).

“FAA” shall mean the U.S. Federal Aviation Administration of the United States of America and any successor thereto.

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor provisions that are substantively comparable thereto 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 Funds Effective Rate” shall mean, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System of the United States of America.

“Fees” shall collectively mean the Undrawn Commitment Fee, the Exit Fee the Upfront Fees and the other fees referred to in Section 2.10 (other than Section 2.10(b)).

“Final Borrowing” shall have the meaning set forth in Section 2.01(b).

“Final Order” shall mean an order or judgment of the Bankruptcy Court as entered on its docket that has not, in whole or in part, been reversed, vacated, modified, amended or stayed pursuant to any applicable Bankruptcy Law or any other applicable rule of civil or appellate procedure, and as to which the time to appeal, petition for certiorari or seek re-argument or rehearing has expired, or as to which any right to appeal, petition for certiorari or seek re-argument or rehearing has been waived in writing in a manner satisfactory to the parties in interest, or if a notice of appeal, petition for certiorari or motion for re-argument or rehearing was timely filed, the order or judgment has been affirmed by the highest court to which the order or judgment was appealed or from which the re-argument or rehearing was sought, or a certiorari has been denied, and the time to file any further appeal or to petition for certiorari or to seek further re-argument has expired.

“Final Funding Amount” shall mean \$350,000,000.

“Financed Aircraft” shall mean any Collateral Aircraft that is indicated in Schedule 1.1(o) as being subject to Existing Aircraft Financing, provided that such Collateral Aircraft shall cease to be a Financed Aircraft upon repayment of the Existing Aircraft Financing in full and shall only become a Pledged Aircraft at such time.

“Financial Covenants” shall have the meaning set forth in Section 7.14(b).

“Financial Statements” means the financial statement or statements of Parent and its Subsidiaries referred to in Section 4.05(a).

“Fitch” shall mean Fitch Ratings Inc.

“Fleet Aircraft” shall mean an Aircraft that is owned or leased by an Obligor or any other Subsidiary of Parent.

“Fleet Reductions” shall have the meaning set forth in Section 5.02.

“Floor” means 1.00% per annum.

“Foreign Government Scheme or Arrangement” shall have the meaning set forth in Section 4.15(e).

“Foreign Plan” shall have the meaning set forth in Section 4.15(e).

“Foreign Security Agreements” shall mean the agreements listed on Schedule 6.08.

“Governmental Authority” shall mean the government of Sweden, Denmark, Norway, Ireland, the United States of America, the United Kingdom, and any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank organization, or other entity exercising executive, legislative, judicial, taxing or regulatory powers or functions of or pertaining to government. Governmental Authority shall not include any Person in its capacity as an Airport Authority.

“Grantor” shall mean the Borrower or any Guarantor, as applicable.

“Guarantor” shall have the meaning set forth in the first paragraph of this Agreement.

“Guaranty Obligations” shall have the meaning set forth in Section 10.01(a).

“Hazardous Materials” shall mean (a) all explosive or radioactive substances or wastes, (b) all hazardous or toxic substances or wastes, (c) all other pollutants, including petroleum, petroleum products, petroleum by-products, petroleum breakdown products, petroleum distillates, asbestos, asbestos containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances, radon gas, and infectious or medical wastes and (d) all other substances or wastes of any nature that are regulated pursuant to, or could reasonably be expected to give rise to liability under any Environmental Law.

“Hedging Agreement” shall mean any Interest Rate Agreement, any Currency Agreement and any other derivative or hedging contract, agreement, confirmation or other similar transaction or arrangement that is entered into by any Obligor, including any commodity or equity exchange, swap, collar, cap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or forward rate agreement, spot or forward foreign currency or commodity purchase or sale, listed or over-the-counter option or similar derivative right related to any of the foregoing, non-deliverable forward or option, foreign currency swap agreement, currency exchange rate price hedging arrangement or other arrangement designed to protect against fluctuations in interest rates or currency exchange rates, emission rights allowances, commodity, currency or securities values, or any combination of the foregoing agreements or arrangements.

“Hedging Obligations” shall mean obligations under or with respect to Hedging Agreements.

“Hedging Order” shall mean that *Final Order (I) Authorizing Debtors To (A) Continue Performing Under Foreign Currency Hedging Agreements And Emission Rights Allowance Transactions And (B) Enter Into And Perform Under New Postpetition Foreign Currency Hedging Agreements And Emission Rights Allowance Transactions And (Ii) Granting Related Relief* [ECF No. 171].

“Hedging Termination Value” shall mean, in respect of any one or more Hedging Agreements, after taking into account the effect of any netting agreements relating to such Hedging Agreements (to the extent, and only to the extent, such netting agreements are legally enforceable in insolvency proceedings against the applicable counterparty obligor thereunder), (i) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (ii) for any date prior to the date referenced in preceding clause

(i), the amount(s) determined as the mark-to-market value(s) for such Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements (which may include an Agent or a DIP Lender or any Affiliate of an Agent or a DIP Lender).

“Historics Baseline Date” has the meaning given to such term in the Worldwide Slot Guidelines.

“Historic Precedence” shall mean the entitlement of an air carrier which has been allocated a Slot to be allocated the same Slot in the next equivalent Scheduling Period (summer season or winter season, as applicable) pursuant to the Retained EU Slots Regulation.

“IDERA” shall mean, in respect of any Pledged Aircraft or Collateral Airframe, an irrevocable de-registration and export request authorization pursuant to the Cape Town Treaty.

“IFRS” shall mean the International Financial Reporting Standards.

“Illegality Notice” has the meaning set forth in Section 2.21.

“In-Year Cost Savings Target” shall have the meaning set forth in Section 5.02(q)(iii).

“Indebtedness” of any Person shall mean, on any date, all indebtedness of such Person as of such date, and shall include the following: (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services other than in the ordinary course of business, (iv) all obligations of such Person under finance or capital leases which would be shown as an obligation in a balance sheet prepared in accordance with IFRS, (v) all Hedging Obligations under Hedging Agreements valued at the Hedging Termination Value thereof, (vi) all indebtedness of others with respect to obligations referred to in (i) to (v) above, guaranteed in any manner, directly or indirectly, by such Person and (vii) all net reimbursement obligations of such Person with respect to letters of credit, foreign currency sale agreements and bankers’ acceptances, except such as are obtained by such Person to secure performance of obligations (other than for borrowed money or similar obligations). Notwithstanding the foregoing, trade payables and accounts receivable (including intercompany payables and receivables but excluding trade payables that are overdue by more than ninety (90) days) incurred in the ordinary course of business shall not constitute “Indebtedness.”

“Indemnified Taxes” shall mean (a) Taxes (other than Excluded Taxes) imposed on or with respect to any payments, accruals, or amounts deemed paid by or on account of any obligation of the Borrower or any Guarantor under this Agreement or any other DIP Loan Document, and (b) to the extent not otherwise described in (a), Other Taxes.

“Indemnatee” shall have the meaning set forth in Section 11.04(b).

“Initial Borrowing” shall have the meaning assigned to such term in Section 2.01(a).

“Initial Scheduled Maturity Date” shall have the meaning set forth in the definition of “Scheduled Maturity Date.”

“Insurance” shall mean, in respect of a Collateral Aircraft, Collateral Airframe or Collateral Engine, any of the contracts and policies of insurance required to be maintained by the Borrower pursuant to Section 6.09(e) (including those required to be maintained by any Permitted Lessee).

“Intellectual Property” shall mean all intellectual property and other similar proprietary rights worldwide, whether registered or unregistered, including such rights in and to the following: (a) Trademarks; (b) Patents; (c) Copyrights; (d) Software; (e) Trade Secrets; (f) domain name registrations and social media handles; and (g) any applications, registrations or issuances for any of the foregoing.

“Intercompany Facility Agreement” shall mean an agreement by and among the Obligor party thereto from time to time as lenders and the non-Obligor Subsidiaries of the Obligor party thereto from time to time as borrowers (the “Intercompany Borrowers”), substantially in the form attached hereto as Exhibit D.

“Intercompany Loans” shall mean all intercompany loans or advances among Parent and/or its Subsidiaries from time to time made pursuant to the Intercompany Facility Agreement.

“Interest Election Notice” shall mean a notice substantially in the form of Exhibit J hereto.

“Interest Payment Date” shall mean, as to any DIP Loans, the last day of each Interest Period with respect to such DIP Loan.

“Interest Period” shall mean, as to any Borrowing of Term SOFR DIP Loans or ABR DIP Loans, the period commencing on the date of such Borrowing (including as a result of a conversion from ABR DIP Loans) or on the last day of the immediately preceding Interest Period applicable to such Borrowing and ending on (but excluding) the numerically corresponding day (or if there is no corresponding day, the last day) in the calendar month that is one (1) month thereafter (in each case, subject to the availability thereof); provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (iii) no Interest Period shall extend beyond the Maturity Date. For purposes hereof, the date of a DIP Loan or Borrowing initially shall be the date on which such DIP Loan or Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such DIP Loan or Borrowing.

“Interest Rate Agreement” shall mean any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement, option or future contract or other similar agreement or arrangement.

“Interim Funding Amount” shall mean \$350,000,000.

“International Interest” shall mean an “international interest” as defined in the Cape Town Treaty.

“International Registry” shall mean the “International Registry” as defined in the Cape Town Treaty.

“Investment” shall have the meaning set forth in Section 7.11.

“Irish Companies Act” means the Companies Act of 2014 of Ireland (as amended).

“Irish Obligor” means each Obligor incorporated in Ireland.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“JOLCO Aircraft” shall mean each Boeing 737-800 Aircraft with manufacturer’s serial numbers 35706, 35707 and 35708 which are identified as being subject to the applicable JOLCO Financing in Schedule 1.1(o), provided that such Collateral Aircraft shall cease to be a JOLCO Aircraft upon acquisition of such JOLCO Aircraft by the Borrower pursuant to the JOLCO Lease.

“JOLCO Financing” means, in respect of each JOLCO Aircraft, the leasing and financing arrangements for such Aircraft as contained in the applicable JOLCO Lease and JOLCO Financing Documents for such Aircraft.

“JOLCO Financing Documents” shall mean in respect of any JOLCO Aircraft, the JOLCO Lease in respect of such JOLCO Aircraft and all associated documents.

“JOLCO Lease” shall mean:

(a) in the case of that Boeing 737-800 Aircraft with manufacturer’s serial number 35706, the Sub-Lease Agreement dated 15th June 2018 between the Borrower and Bluebird Lease 10 Limited;

(b) in the case of that Boeing 737-800 Aircraft with manufacturer’s serial number 35707, the Sub-Lease Agreement dated 15 June 2018 between the Borrower and Bluebird Lease 11 Limited; and

(c) in the case of that Boeing 737-800 Aircraft with manufacturer’s serial number 35708, the Sub-Lease Agreement dated 15 June 2018 between the Borrower and Bluebird Lease 12 Limited,

in each case as more particularly described in Schedule 1.1(e).

“Labor Cost Savings” shall have the meaning assigned in Section 5.02.

“Legal Reservations” means:

(a) the principle that remedies may be granted or refused at the discretion of a court, the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, restructuring, reorganization and other laws generally affecting the rights of creditors and similar principles or limitations under the laws of any applicable jurisdiction;

(b) the time barring of claims, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defenses of set-off or counterclaim and similar principles or limitations under the laws of any applicable jurisdiction;

(c) any general principles, assumptions, reservations or qualifications, in each case as to matters of law as set out in any legal opinion delivered under any other provision of or otherwise in connection with any DIP Loan Document;

(d) the principle that any additional interest imposed under any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(e) the principle that in certain circumstances security granted by way of fixed charge may be characterized as a floating charge or that security purported to be constituted by way of an assignment may be re-characterized as a charge;

(f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(g) the principle that the creation or purported creation of a Lien over any contract or agreement which is subject to a prohibition against transfer, assignment or charging may be void, ineffective or invalid and may give rise to a breach entitling the contracting party to terminate or take any other action in relation to such contract or agreement; and

(h) similar principles, rights and defenses under the laws of any relevant jurisdiction to the extent that they are relevant and applicable.

“Letters of Credit” shall mean those letters of credit, surety bonds, insurance bonds and other similar instruments, issued for the account of an Obligor as set forth on Schedule 1.1(d) hereto and any amendments, renewals or extensions thereof.

“LHR” shall mean London Heathrow Airport.

“LHR Slot” shall mean a Slot for use at LHR.

“Licensing Event” shall mean the occurrence any of the following events: (i) receipt by the Borrower or any Consortium Member of a Licensing Notice; (ii) the Borrower’s AOC is suspended, withdrawn or revoked by the Relevant Licensing Authority; and/or (iii) any Consortium Member’s Operating License or Temporary Operating License (if granted) is suspended, withdrawn or revoked by the Relevant Licensing Authority and/or (iv) an Operating License is not granted to a Consortium Member on or prior to the date falling 5 weeks prior to the stated expiry date of any Temporary Operating License issued to such Consortium Member.

“Licensing Notice” shall mean a notice in writing from any Relevant Licensing Authority received by the Borrower or any Consortium Member of its intention to suspend, withdraw or revoke either the Borrower’s AOC or any Consortium Member’s Operating License or Temporary Operating License (if granted).

“Lien” shall mean, with respect to any asset, any mortgage, pledge, security interest, fiduciary transfer for security purposes, lien (statutory or otherwise), charge, encumbrance or hypothecation or trust arrangement (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing) intended to assure or support payment or performance of any obligation.

“Loan Request” shall mean a request by the Borrower, executed by a Responsible Officer of the Borrower, for a DIP Loan in accordance with Section 2.02 in substantially the form of Exhibit C hereto.

“Majority DIP Lenders” shall mean, at any date, (a) DIP Lenders having or holding a majority of the sum of (i) the undrawn DIP Commitments (excluding DIP Commitments held by Defaulting Lenders) at such date, and (ii) the outstanding principal amount of the DIP Loans (excluding DIP Loans held by Defaulting Lenders) at such date and (b) each Affiliate of Apollo that holds DIP Commitments and/or DIP Loans.

“Material Adverse Effect” shall mean any condition, development or event that, after the Petition Date, has resulted in, or would reasonably be expected to result in a material adverse change in or material adverse effect on (a) the business, financial condition or results of operations of Parent and its Subsidiaries, taken as a whole (other than (i) the effect of filing of the Chapter 11 Cases and the events and conditions related to and/or leading up thereto and typically resulting from the filing of the Chapter 11 Cases, (ii) any actions required to be taken under the DIP Loan Documents, (iii) any matters disclosed in the schedules hereto, publicly disclosed in any first day pleadings or declarations or in any filings of the Chapter 11 Cases prior to the date of the entry of the DIP Order, (iv) the COVID-19 Pandemic, and (v) the direct result of the invasion of Ukraine by Russia and any escalation thereof), (b) the legality, validity, enforceability against an Obligor of each DIP Loan Document to which it is a party, and (c) the material rights, benefits and remedies (taken as a whole) of the Agents under the DIP Loan Documents.

“Material Modification” has the meaning given to such term in Section 6.15(e).

“Material Pledged Slot” shall mean an LHR Slot which comprises part of a Series of Slots identified in the most recent Slot Table from time to time and/or such Series of Slots assigned by the Borrower by way of security pursuant to the terms of the Slot Security Assignment, and “Material Pledged Slots” shall mean the whole portfolio of Material Pledged Slots.

“Maturity Date” shall mean the earliest to occur of the following: (a) the Scheduled Maturity Date, as may be extended in accordance with the definition thereof; (b) the date of acceleration or termination of any DIP Obligations under the DIP Facility pursuant to an Event of Default in accordance with this Agreement; (c) the date of the conversion of any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the Majority DIP Lenders; (d) the date of the appointment of a responsible officer or examiner (other than a fee examiner) having enlarged powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code or a chapter 11 trustee, unless otherwise consented to in writing by the Majority DIP Lenders; (e) filing of a motion by any Debtor which seeks the dismissal, or the entry of an order granting any party’s request for the dismissal, of any of the Chapter 11 Cases, unless otherwise consented to in writing by the Majority DIP Lenders; (f) the date of consummation of a sale of all, substantially all or a material portion of the DIP Collateral, unless otherwise consented to in writing by the Majority DIP Lenders; and (g) the date of substantial consummation (as defined in section 1101 of the Bankruptcy Code) of any Chapter 11 Plan confirmed in the Chapter 11 Cases.

“Maturity Date Extension Conditions” means (i) on or prior to the date that is thirty (30) days prior to the Maturity Date then in effect (or such later date as the Majority DIP Lenders may agree in their sole discretion), the Borrower shall have delivered to the Administrative Agent a written request to extend the Scheduled Maturity Date in substantially the form attached hereto as Exhibit B (the “Maturity Date Extension Request”), (ii) substantially concurrently with the delivery of the Maturity Date Extension Request, the Borrower shall have paid, or caused to be paid, to the Administrative Agent, for the account of the DIP Lenders in accordance with their pro rata shares of the DIP Commitments and DIP Loans, an extension fee equal to (a) in connection with the first Maturity Date Extension Request, 0.75% of the aggregate principal amount of the then-unfunded DIP Commitments and then-outstanding DIP Loans, (b) in connection with the subsequent Maturity Date Extension Request, 1.25% of the aggregate principal amount of the then-unfunded DIP Commitments and then-outstanding DIP Loans, and (c) in connection with the final Maturity Date Extension Request, 1.50% of the aggregate principal amount of the then-unfunded DIP Commitments and then-outstanding DIP Loans, in each case, together with any accrued and unpaid interest or expenses through the date of such Maturity Date Extension Request, (iii) at the time of delivery of the Maturity Date Extension Request and immediately prior to giving effect to the requested extension, no Default or Event of Default shall exist and be continuing and (iv) at the time of delivery of the Maturity Date Extension Request and immediately prior to giving effect to the requested extension, the

representations and warranties of each Obligor contained in Section 4 and in each other DIP Loan Document shall be true and correct in all material respects at such times, except in each case to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date.

“Maturity Date Extension Request” has the meaning set forth in the definition of “Maturity Date Extension Conditions”.

“Maximum Rate” shall have the meaning set forth in Section 2.07(c).

“MNPI” shall mean any information which is material non-public information, price-sensitive information, inside information or information the possession of which would otherwise restrict, prevent or prohibit the DIP Lenders and/or their representatives from trading any securities of the Obligors or their Affiliates under applicable insider-dealing or market abuse laws or regulations or principles of conduct in any jurisdiction or pursuant to any other applicable laws or regulations (including Market Abuse Regulation (Regulation EU No. 596/2014)).

“Moody’s” shall mean Moody’s Investors Service, Inc.

“Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Proceeds” shall mean (i) with respect to any incurrence of Indebtedness, the cash received by any Obligor in respect of such incurrence net of reasonable and customary fees, commissions, costs and expenses incurred in connection therewith and (ii) the aggregate cash and Cash Equivalents received by any Grantor in respect of any Collateral Sale (including, without limitation, any cash or Cash Equivalents received in respect of or upon the sale or other disposition of any non-cash consideration received in any Collateral Sale) or Recovery Event, net of: (a) the direct costs and expenses relating to such Collateral Sale and incurred by the Borrower or a Guarantor or any such Recovery Event to the extent paid or payable to a Person that is not an Affiliate, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Collateral Sale or Recovery Event, taxes paid or payable as a result of the Collateral Sale or Recovery Event, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements (provided that, to the extent and at the time that any such taxes are no longer required to be paid or payable, such amounts then constitute Net Proceeds); (b) any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with IFRS; (c) any portion of the purchase price from a Collateral Sale placed in escrow pursuant to the terms of such Collateral Sale (either as a reserve for adjustment of the purchase price or for satisfaction of indemnities in respect of such Collateral Sale) until the termination of such escrow; and (d) amounts for payment of the outstanding principal amount of, premium or penalty, if any, and interest on any claim allowed by the Bankruptcy Court in the Chapter 11 Cases relating to Indebtedness or any other obligation (other than the DIP Obligations) that is secured by a Permitted Priority Lien on the DIP Collateral subject to such Collateral Sale and that is required to be repaid under the terms thereof as a result of such Collateral Sale.

“Net Proceeds Amount” shall have the meaning set forth in Section 2.13(a).

“New York Aircraft Mortgage” shall mean, in respect of any Collateral Aircraft, an aircraft mortgage and security agreement to be entered into between the relevant Obligor, as legal owner of such Collateral Aircraft, the relevant Consortium Member, as registered owner of such Collateral Aircraft (if applicable), and the Collateral Agent in respect of such Collateral Aircraft, its insurances, requisition

compensation and any Aircraft Lease Documents, in the form and substance satisfactory to the Collateral Agent and the Majority DIP Lenders.

“New York Airframe Mortgage” shall mean, in respect of any Collateral Airframe, an aircraft mortgage and security agreement to be entered into between the relevant Obligor, as legal owner of such Collateral Airframe (if applicable), the relevant Consortium Member, as registered owner of such Collateral Airframe, and the Collateral Agent in respect of such Collateral Airframe, its insurances, requisition compensation and any Airframe Lease Documents, in the form and substance satisfactory to the Collateral Agent and the Majority DIP Lenders.

“New York Engine Mortgage” shall mean an engine mortgage and security agreement to be entered into between the relevant Obligor as legal owner of the Spare Engines and the Collateral Agent in respect of the Spare Engines, their insurances, requisition compensation and any Engine Lease Documents, in the form and substance satisfactory to the Collateral Agent and the Majority DIP Lenders.

“Non-Collateral Aircraft” shall mean any Aircraft owned or operated by an Obligor that is not a Collateral Aircraft.

“Non-Collateral Airframe” shall mean any Airframe owned or operated by an Obligor that is not a Collateral Airframe.

“Non-Collateral Engine” shall mean any Engine owned or operated by an Obligor that is not a Collateral Engine.

“Non-Consensual Rights” shall have the meaning given to it in the Cape Town Treaty.

“Non-Defaulting Lender” shall mean, at any time, a DIP Lender that is not a Defaulting Lender.

“Norwegian Aircraft” shall mean as at the date of this Agreement, each Aircraft or Airframe detailed in Schedule 1.1(o) as being registered in Norway and at any other time, any Collateral Aircraft or Collateral Airframe that is registered in Norway at the relevant time.

“Norwegian Aircraft Mortgage” shall mean, in respect of any Collateral Aircraft which is a Norwegian Aircraft, the Norwegian law governed aircraft mortgage to be entered into between the relevant Obligor, as registered owner of such Collateral Aircraft and the Collateral Agent in respect of such Collateral Aircraft, together with any acknowledgement of such mortgage, to the extent required for perfection, from the Consortium Members and the Borrower, as applicable, in the form and substance satisfactory to the Collateral Agent and the Majority DIP Lenders.

“Norwegian Consortium Member” shall mean SAS Norge AS, a limited liability company incorporated under the laws of Norway, with business reg. no. 811 176 702.

“Norwegian Obligor” means each Obligor incorporated in Norway.

“Norwegian Pledged Aircraft” shall mean any Norwegian Aircraft that is subject to an Aircraft Mortgage.

“Notice of Acceptance” shall have the meaning set forth in Section 6.16.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Obligors” shall mean Parent, the Borrower, and any other Subsidiaries of Parent from time to time party hereto as Guarantors.

“OFAC” shall mean the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Offered Interests” shall have the meaning set forth in Section 6.16.

“Officer” shall mean, with respect to any Person, the Chief Financial Officer, the Chief Executive Officer, a Director, the Director of Finance or any Vice-President with knowledge of the transactions contemplated by this Agreement, of such Person.

“Officer’s Certificate” shall mean a certificate signed on behalf of the Borrower by a Responsible Officer of the Borrower.

“On-Wing Engine” shall mean any of the Engines detailed in Schedule 1.1(o).

“Operating Carrier” shall mean any air carrier operating flights using the Material Pledged Slots.

“Operating License” shall mean an air transport license issued by the Relevant License Authority to operators of aircraft for the purpose of commercial air transport of either cargo or passengers.

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

“Other Taxes” shall mean any and all present or future stamp, court stamp, stamp, mortgage, intangible, recording, filing, or documentary taxes or any other similar, charges or similar levies, or any other similar Taxes arising from any payment made under or from the execution, performance, delivery, registration of or enforcement of, the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other DIP Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18).

“Paid in Full” shall mean with respect to the DIP Obligations paid in full in cash. “Payment in Full” shall have a correlative meaning.

“Parent Company” shall mean, with respect to a DIP Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such DIP Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such DIP Lender.

“Part-Out Aircraft” shall mean any Collateral Aircraft that is indicated in Schedule 1.1(o) as such.

“Part-Out Airframe” shall mean any Collateral Airframe that is indicated in Schedule 1.1(o) as such.

“Parts” shall mean all avionics, appliances, parts, modules, accessories, furnishings and instruments, appurtenances and other equipment (including all inflight equipment, buyer- furnished and buyer-designated equipment) of whatever nature which may from time to time be incorporated or installed in or attached to any Aircraft or any Engine, and including all such parts removed from an Aircraft or Engine, so long as title thereto either (i) remains vested in the owner of such parts (provided such owner is not a Grantor) or (ii) is subject to the Lien of any applicable financing party, in each case until such parts have been replaced in accordance with the terms of any applicable lease or financing or security agreement.

“Participant” shall have the meaning set forth in Section 11.02(d)(i).

“Participant Register” shall have the meaning set forth in Section 11.02(d)(i).

“Patents” mean all U.S. and foreign patents and patent applications, together with all reissuances, divisionals, provisionals, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof.

“Patriot Act” shall mean the USA PATRIOT Act, Title III of Pub. L. 107-56, signed into law on October 26, 2001 and any subsequent legislation that amends or supplements such Act or any subsequent legislation that supersedes such Act.

“Payment Notice” shall have the meaning set forth in Section 9.9.

“Payment Recipient” shall have the meaning set forth in Section 9.9.

“PBGC” means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

“PDP Facility” shall mean that certain facility established pursuant to the PDP Facility Agreement, dated as of August 31, 2021 (as amended from time to time) among Rofford Limited, as borrower, Carlyle Aviation Management Limited, as agent and Runway Three Lender LLC, as security trustee and as lender.

“Pension Funding Rules” means 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” means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, that is maintained or contributed to by the Obligors or any ERISA Affiliate, or in respect of which the Obligors or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Perfection Exceptions” has the meaning assigned to such term in Section 3.01(c).

“Periodic Term SOFR Determination Day” has the meaning set forth in the definition of “Term SOFR.”

“Permits” shall have the meaning set forth in Section 4.02

“Permitted Dry Lease” shall mean any lease, charter, hire or other contract in respect of a Collateral Aircraft or Collateral Airframe under which the Borrower parts with possession or operational control of such Collateral Aircraft or Collateral Airframe complying with Section 7.17(c).

“Permitted Disposition” shall mean any of the following:

(a) sales of Spare Parts, vehicles and inventory in the ordinary course of business, in each case that do not constitute DIP Collateral;

(b) sales or dispositions in the ordinary course of surplus, obsolete, negligible or uneconomical assets (other than any Aircraft or Engine) no longer used in the business of the Borrower and the other Grantors;

(c) sales or dispositions of (including through discontinuing the use or maintenance of, abandoning, failing to pursue or enforce or otherwise allowing to lapse, terminate, be invalidated or put into the public domain) Intellectual Property that in the applicable Grantor’s good faith judgment is not used or useful, or economically practicable to maintain, enforce or defend;

(d) in the case of any Non-Collateral Aircraft, Non-Collateral Airframe or Non-Collateral Engine, (i) any Permitted Lease; (ii) any Permitted Sale Leaseback and/or (iii) sales of such Non-Collateral Aircraft, Non-Collateral Airframe or Non-Collateral Engine as contemplated by the SAS Forward Plan;

(e) in the case of any Collateral Aircraft, Collateral Airframe or Collateral Engine, (i) any Permitted Lease, (ii) any Permitted Part-Out, and/or (iv) in the case of a JOLCO Aircraft, a transfer to an Obligor as expressly permitted pursuant to the terms of Section 6.21;

(f) sales or dispositions previously approved by the Majority DIP Lenders in writing (such approval not to be unreasonably withheld or delayed); and

(g) any rejection of any lease to the extent such rejection is approved by the Bankruptcy Court or otherwise permitted hereunder.

“Permitted Engine Lease” shall mean a lease or pooling arrangement in respect of any Collateral Engine complying with Section 6.20 and/or Section 7.17 (where applicable).

“Permitted Hedging Agreements” shall mean any Hedging Agreements to the extent constituting a swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, currency exchange rates, emissions allowances or fuel, either generally or under specific contingencies, in each case entered into the ordinary course of business and not for speculative purposes, in a manner consistent with the hedging policies of the Obligors as in effect on the Petition Date, and, in each case, in accordance with the Hedging Order and/or the DIP Budget.

“Permitted Indebtedness” shall mean:

(a) the DIP Obligations;

(b) unsecured guaranties of any Indebtedness otherwise permitted to be incurred under this Agreement (including, for greater certainty, guaranties in respect of Intercompany Loans);

(c) Intercompany Loans; provided, that (x) with respect to any Intercompany Loans owing from any non-Obligor Affiliate to any Obligor, (i) such Intercompany Loans are made in accordance with the Cash Management Order, (ii) such Intercompany Loans shall be subject to the Intercompany Facility Agreement and pledged as DIP Collateral pursuant to the Collateral Documents and (iii) such Intercompany Loans shall be collaterally assigned to the Collateral Agent, for the benefit of the DIP Lenders and (y) with respect to any Intercompany Loans owing from any Obligor to any non-Obligor Affiliate thereof, the obligations of such Obligor to such non-Obligor Affiliate thereof shall be subordinated to the Payment in Full of the DIP Obligations pursuant to the DIP Order;

(d) Indebtedness consisting of the financing of insurance premiums incurred in the ordinary course of business;

(e) Indebtedness related to any Permitted Sale Leaseback;

(f) Indebtedness in respect of any bankers' acceptances, bank guarantees, letter of credit, warehouse receipt or similar facilities entered into in the ordinary course of business and not to exceed \$20,000,000 in the aggregate;

(g) unsecured guarantees incurred in the ordinary course of business in respect of obligations of suppliers, customers, franchisees, lessors and licensees;

(h) Pre-Petition Indebtedness;

(i) the Letters of Credit;

(j) Indebtedness of the Obligors not otherwise permitted hereunder in an aggregate principal amount which, when aggregated with the principal amount or liquidation preference of all other Indebtedness then outstanding and incurred pursuant to this clause (j), does not exceed \$5,000,000 at any one time outstanding;

(k) obligations of any Obligor consisting of obligations contained in supply arrangements entered into in the ordinary course of business and to the extent constituting Indebtedness;

(l) Indebtedness of any of the Borrower and the Guarantors to credit card processors in connection with credit card processing services incurred in the ordinary course of business of the Borrower and the Guarantors;

(m) Indebtedness under Hedging Obligations under Permitted Hedging Agreements;

(n) Indebtedness incurred under or in connection with any Pre-Petition Financing Lease Arrangements;

(o) Indebtedness incurred after the Closing Date under leases relating to leased Aircraft pursuant to the terms of which an Obligor or an Affiliate has the option to acquire such Aircraft at the end of the term of such lease upon payment and satisfaction in full of all amounts and obligations outstanding thereunder;

(p) Indebtedness incurred under or in connection with the purchase or repurchase of any Aircraft or Airframe as contemplated by, or consistent with the objectives under, the SAS Forward Plan; and

(q) Indebtedness incurred under or in connection with the purchase of, or expenses relating to, emission right allowances or related rights.

“Permitted Lease” shall mean:

(a) in respect of any Non-Collateral Aircraft, Non-Collateral Airframe or Non-Collateral Engine, any lease, sub-lease, interchange of such Non-Collateral Aircraft, Non-Collateral Airframe or Non-Collateral Engine or pooling arrangement in respect of any Non-Collateral Engine;

(b) in respect of any Collateral Aircraft or Collateral Airframe, a Permitted Dry Lease or a Permitted Wet Lease; and

(c) in respect of any Collateral Engine, a Permitted Engine Lease.

“Permitted Lessee” shall mean any solvent air carrier which at the relevant time is: (a) any Subsidiary of Parent, a solvent air carrier or otherwise approved in writing by the Majority DIP Lenders; (b) licensed to operate aircraft of the same type as the relevant Aircraft; and (c) incorporated in or based in a state, country or jurisdiction which is not a Sanctioned Country. A Permitted Lessee may also include, in the case of the leasing of any Permitted Engine Lease, a reputable and experienced lessor of aircraft engines provided that such party is not incorporated in or based in a state, country or jurisdiction which is a Sanctioned Country.

“Permitted Liens” shall mean:

(a) Liens held by the Collateral Agent securing the DIP Obligations and the Guaranty Obligations;

(b) Liens existing as of the Closing Date and listed on Schedule 1.1(c) hereto and any modifications, replacements, renewals or extensions thereof; provided that (A) such modified, replacement, renewal or extension Lien does not extend to any additional property other than (1) after-acquired property that is affixed or incorporated into the property covered by such Lien and (2) proceeds and products thereof and (B) such modifications, replacement, renewal or extension does not increase the amount secured or change any direct or contingent obligor in respect thereof;

(c) Permitted Priority Liens;

(d) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as is required in conformity with IFRS has been made therefor;

(e) Liens for Taxes the payment of which is prohibited, stayed or excused by the Bankruptcy Code or Bankruptcy Court;

(f) Liens imposed by law, including carriers’, warehousemen’s, landlord’s and mechanics’ Liens, in each case, incurred in the ordinary course of business, which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with IFRS, and which are not securing financing indebtedness; provided that such Liens (including exercise of remedies thereunder) would not reasonably be expected to have a Material Adverse Effect;

(g) Liens arising by operation of law in connection with judgments, attachments or awards which do not, in the aggregate, constitute an Event of Default hereunder;

(h) Liens incurred in connection with any Permitted Sale Leaseback entered into in accordance with the terms hereunder; provided that such Liens do not extend to any property, other than the property subject to such Permitted Sale Leaseback;

(i) Liens and cash or Cash Equivalents securing Indebtedness permitted under clause (i) of the definition of Permitted Indebtedness for cash collateralization of pre-petition Letters of Credit and post-petition letters of credit in an aggregate amount not to exceed the amount specified therein;

(j) (A) any overdrafts and related liabilities arising from treasury, netting, depository and cash management services or in connection with any automated clearing house transfers of funds, in each case as it relates to cash or Cash Equivalents, if any, and entered into in the ordinary course of business and (B) Liens arising by operation of law or contract or that are contractual rights of set-off in favor of the depository bank or securities intermediary in respect of any deposit account; provided that such liabilities or Liens have not or would not reasonably be expected to have a Material Adverse Effect;

(k) salvage or similar rights of insurers, in each case as it relates to any Aircraft, airframe, engine, or DIP Collateral, if any;

(l) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, or Liens in connection with workers' compensation, unemployment insurance or other social security, old age pension or public liability obligations which are not delinquent or which are being contested in good faith by appropriate action and for which adequate reserves have been maintained in accordance with IFRS;

(m) customary rights of set-off and liens arising by operation of law or by the terms of documents of banks or other financial institutions in relation to the ordinary maintenance and administration of deposit accounts or securities accounts;

(n) non-exclusive licenses and sublicenses, whether written, oral or implied, to Intellectual Property, and other licenses to Intellectual Property granted in the ordinary course of business or consistent with past practice that do not materially interfere with the ordinary conduct of the business of the Obligors;

(o) [Reserved];

(p) [Reserved];

(q) Liens securing Hedging Obligations to the extent incurred pursuant to Permitted Hedging Agreements; provided, however, that such Liens shall only extend to cash and/or Cash Equivalents of an Obligor and not to any other DIP Collateral;

(r) easements, zoning restrictions, licenses, title restrictions, rights-of-way and similar encumbrances on real property imposed by law or incurred or granted by any Obligor in the ordinary course of business that do not secure any material monetary obligations and do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of any Obligor; and

(s) Adequate Protection Liens; and

(t) other Liens so long as the obligations secured thereby do not exceed \$5,000,000 at any time.

“Permitted Part-Out” shall mean the part-out and sale of any Part-Out Aircraft or Part-Out Airframe permitted pursuant to Section 7.16.

“Permitted Priority Claim” shall mean any allowed claim against an Obligor in the Chapter 11 Cases that is secured by Permitted Priority Liens.

“Permitted Priority Liens” shall mean valid, perfected and unavoidable Liens that were in existence immediately prior to the Petition Date (provided that, in respect of any Collateral Aircraft or Collateral Engine, such Liens shall only comprise (i) Liens with respect to Financed Aircraft arising under the Existing Aircraft Financing and (ii) Liens with respect to JOLCO Aircraft arising under the JOLCO Financing) or that are perfected as permitted by section 546(b) of the Bankruptcy Code.

“Permitted Sale Leaseback” has the meaning set forth in Section 7.10.

“Permitted Wet Lease” shall mean a wet lease of any Pledged Aircraft or Collateral Airframe complying with paragraph (b) of Section 7.17.

“Person” shall mean any natural person, corporation, division of a corporation, partnership, limited liability company, trust, joint venture, association, company, estate, unincorporated organization, Airport Authority, Coordinator or Governmental Authority or any agency or political subdivision thereof.

“Petition Date” shall mean July 5, 2022, the date of commencement of the Chapter 11 Cases.

“Plan” shall mean any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to the fiduciary provisions of Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Plan Effective Date” shall mean the effective date of the Company Approved Reorganization Plan.

“Platform” shall have the meaning set forth in Section 11.01.

“Pledged Aircraft” shall mean, each Collateral Aircraft that is subject to an Aircraft Mortgage.

“Potential Series of Slots at Risk” shall mean at any time, a Series of Slots in respect of which, if a further five (5) Actual Cancellations occur, the Use or Lose Rule would be breached in respect of such Series of Slots.

“Prepayment Premium” shall mean a prepayment premium equal to 4.00% of the principal amount of the DIP Loans being prepaid or repaid.

“Pre-Petition Financing Lease Arrangements” shall mean Pre-Petition Financing Leases and related agreements of an Obligor and its Affiliates existing on the date such Obligor commenced its

respective Chapter 11 Case as set forth in Schedule 1.1(e) hereto, as amended, restated, modified, supplemented or extended after the Petition Date, subject to the approval of the Bankruptcy Court.

“Pre-Petition Financing Leases” shall mean any finance or other lease in existence on the Petition Date relating to leased Aircraft pursuant to the terms of which an Obligor or an Affiliate has the option to acquire such Aircraft at the end of the term of such lease upon payment and satisfaction in full of all amounts and obligations outstanding thereunder; provided that any lease which includes such option to acquire an Aircraft at generally above market rates or for an amount which does not constitute a repayment of debt shall not be deemed to be a Pre-Petition Financing Lease.

“Pre-Petition Indebtedness” shall mean certain Indebtedness of each of the Obligors existing on the Petition Date of such Obligor, as set forth in Schedule 1.1(f) hereto.

“Prime Rate” shall mean the rate of interest per annum publicly announced from time to time by The Wall Street Journal as the “Prime Rate” in the United States (or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent)); each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective; provided that if the Prime Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Proceeds” shall mean (a) all “Proceeds” as defined in Article 9 of the UCC with respect to the DIP Collateral, and (b) whatever is recoverable or recovered when DIP Collateral is sold, exchanged, collected, or disposed of, whether voluntarily or involuntarily.

“Professional Fees” shall mean the fees and reimbursable expenses of a Professional Person, solely to the extent such fees have been approved by the Bankruptcy Court.

“Professional Person” shall mean a person who is an attorney, financial advisor, accountant, appraiser, monitor, auctioneer or other professional person and who is retained, with Bankruptcy Court approval, by (a) the Obligors pursuant to any one or more of sections 327, 328(a) and 363 of the Bankruptcy Code or (b) the Creditors’ Committee pursuant to section 1103(a) of the Bankruptcy Code.

“Promissory Note” shall have the meaning set forth in Section 2.11(e).

“Prospective International Interest” shall mean a “prospective international interest” as defined in the Cape Town Treaty.

“Public Lender” shall have the meaning set forth in Section 11.01.

“PTE” shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“QFC Credit Support” shall have the meaning set forth in Section 11.21.

“Reasonable Discretion” shall mean a determination or judgment made by the Majority DIP Lenders in good faith in the exercise of their business judgment from the perspective of (x) secured lenders to debtors in possession and (y) potential beneficial owners of equity interests in the reorganized

Debtors (which may be consummated through a voluntary equitization of the DIP Facility, in whole or in part, pursuant to the Call Option), in each case, for which the Debtors substantially achieving (within the meaning of Section 5.02(q)) at least SEK 7.5 billion of Cost Savings identified in the SAS Forward Plan is a fundamental and material inducement to providing the Final Borrowing and, if applicable, electing to exercise the Call Option.

“Recovery Event” shall mean any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any DIP Collateral or any Event of Loss (as defined herein or in the related Collateral Document pursuant to which a security interest in such DIP Collateral is granted to the Collateral Agent, if applicable), including for the avoidance of doubt any payment by any Grantor to the Collateral Agent or into a Controlled Account in connection with an insurance claim.

“Register” shall have the meaning set forth in Section 11.02(b)(v).

“Registry” shall mean, in respect of any Collateral Aircraft or Collateral Airframe, the registry of Aircraft and/or mortgages registered against Aircraft, maintained in such Collateral Aircraft’s or Collateral Airframe’s State of Registration.

“Regulations and Procedures for the International Registry” shall mean the official English language text of the Procedures and Regulations for the International Registry issued by the Supervisory Authority (as defined in the Cape Town Convention) pursuant to the Aircraft Protocol.

“Related Parties” shall mean, with respect to any specified Person, such Person’s Affiliates and the respective directors, trustees, officers, partners, members, managers, employees, agents (including sub-agents and co-agents), attorneys, attorneys-in-fact, representatives and advisors of such Person and such Person’s Affiliates.

“Related Proceeding” shall have the meaning set forth in Section 11.05(c).

“Release” shall mean spilling, leaking, pumping, pouring, emitting, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing of any Hazardous Material into the environment.

“Relevant Governmental Body” means the Federal Reserve Board or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board or the NYFRB, or any successor thereto.

“Relevant Licensing Authority” shall mean, in respect of an AOC, Operating License or Temporary Operating License, the Aviation Authority that originally issued such AOC, Operating License or Temporary Operating License or, where more than one Aviation Authority issued such AOC, Operating License or Temporary Operating License, any of them.

“Required Insurance Value” shall mean, with respect to a Collateral Aircraft, Collateral Airframe or Collateral Engine, as at any date, an amount in Dollars equal to one hundred percent (105%) of the market value of such Collateral Aircraft, Collateral Airframe or Collateral Engine at the relevant time, in each case, as determined by the Borrower acting reasonably and in good faith.

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

“Responsible Officer” means, as to any Obligor, the chief executive officer, the president, any executive or senior vice president, the chief financial officer, the treasurer, the assistant treasurer, chief accounting officer or the controller of such Obligor, any other officer, attorney-in-fact or authorized signatory of such Obligor whose name, title and signature appear on the incumbency certificate delivered pursuant to Section 5.01(g) hereof, and any other officer of such Obligor so designated by any of the foregoing officers in a written notice to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of an Obligor shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Obligor and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Obligor.

“Retained EU Slots Regulation” shall mean the EU Slots Regulation, as retained (and amended in UK domestic law) under the UK’s European Union (Withdrawal) Act 2018.

“SANA Deposit Account” shall mean that certain deposit account number ending 4446 maintained by Scandinavian Airlines of North America Inc. USA at J.P. Morgan Chase & Co in New York, NY.

“SAS Forward Plan” shall mean the comprehensive business plan of Parent and its Subsidiaries through the end of the fiscal year ended October 31, 2028 attached hereto as Schedule 1.1(b).

“Sanctioned Country” shall have the meaning set forth in Section 4.16(b).

“Sanctioned Person” shall have the meaning set forth in Section 4.16(b).

“Sanctions” shall have the meaning set forth in Section 4.16(b).

“Scheduled Maturity Date” shall mean the date that is nine (9) months after the Closing Date (the “Initial Scheduled Maturity Date”); provided, that, the Borrower can at its discretion elect, upon the satisfaction of, and subject to, the Maturity Date Extension Conditions, to extend the Scheduled Maturity Date for an additional three (3) month period (each such extension, a “Maturity Date Extension”); provided, that the Borrower shall only be permitted to exercise the Maturity Date Extension up to three (3) times; provided, further, in each case, if such date is not a Business Day, the Scheduled Maturity Date shall be the immediately preceding Business Day.

“Season” means a Summer Season or a Winter Season.

“Series of Slots” means any or each of a Series of Slots (Summer Arrival), a Series of Slots (Summer Departure), a Series of Slots (Winter Arrival) or a Series of Slots (Winter Departure).

“Series of Slots (Summer Arrival)” means an arrival LHR Slot occurring on or about the same time on the same day of the week, every week throughout at least five (5) consecutive weeks and up to thirty (30) consecutive weeks of the Summer Season (resulting in at least five (5) and up to thirty (30) ATMs during the Summer Season).

“Series of Slots (Summer Departure)” means a departure LHR Slot occurring on or about the same time on the same day of the week, every week throughout at least five (5) consecutive weeks and up to thirty (30) consecutive weeks of the Summer Season (resulting in at least five (5) and up to thirty (30) ATMs during the Summer Season).

“Series of Slots (Winter Arrival)” means an arrival LHR Slot occurring on or about the same time on the same day of the week, every week throughout at least five (5) consecutive weeks and up

to twenty-two (22) consecutive weeks of the Winter Season (resulting in at least five (5) and up to twenty-two (22) ATMs during the Winter Season).

“Series of Slots (Winter Departure)” means a departure LHR Slot occurring on or about the same time on the same day of the week, every week throughout at least five (5) consecutive weeks and up to twenty-two (22) consecutive weeks of the Winter Season (resulting in at least five (5) and up to twenty-two (22) ATMs during the Winter Season).

“Series of Slots at Risk” shall mean at any time, a Series of Slots in relation to which, if a further four (4) Actual Cancellations occur, the Use or Lose Rule would be breached in respect of such Series of Slots.

“Slot” shall mean the permission given by an airport coordinator in accordance with the UK Slots Regulations to arrive at or depart from a coordinated airport at a particular time on a particular day, and to use the full range of airport infrastructure necessary in connection with the operation of the aircraft effecting such arrival and departure.

“Slot Power of Attorney” shall mean an irrevocable English law power of attorney granted by the Borrower in favor of the Collateral Agent to enable the Collateral Agent (or a receiver as its delegate) to (independent of any enforcement rights pursuant to the Slot Security Assignment) following the occurrence of an Event of Default which is continuing, complete, sign, date and deliver any Slot Transfer Form and submit the same to the Coordinator in order to effect a transfer or exchange of any Material Pledged Slots in accordance with Section 8.01.

“Slot Security Assignment” shall mean an English law assignment granted or to be granted (as the context may require) by the Borrower in favor of the Collateral Agent in respect of the Material Pledged Slots.

“Slot Table” shall mean, as the context may require:

- (a) the table set out in Schedule 1.1(i) (*Slot Table*);
- (b) if more recently delivered, the replacement table (setting out with respect to the relevant LHR Slots, such detail as would be necessary to populate a Slot Transfer Form in respect of the same) delivered pursuant to Schedule 6.08 reflecting the LHR Slots held by the Borrower on the Coordinator Baseline as at such date; or
- (c) if more recently delivered, any replacement table (setting out with respect to the relevant LHR Slots, such detail as would be necessary to populate a Slot Transfer Form in respect of the same) delivered by the Borrower to the Administrative Agent pursuant to Section 6.12 reflecting the LHR Slots held by the Borrower on the Coordinator Baseline as at such date.

“Slot Transfer Form” shall mean the form in substantially the form set out in Schedule 1.1(l) or such other documentary evidence prescribed by the Coordinator from time to time in order to effect a transfer or exchange of Material Pledged Slots.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the NYFRB, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Day” has the meaning assigned to such term in the definition of “Daily Simple SOFR”.

“SOFR Determination Date” has the meaning assigned to such term in the definition of “Daily Simple SOFR”.

“Software” shall mean all computer programs and applications, object code, source code and supporting documentation, including, without limitation, “software” as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York and computer programs that may be construed as included in the definition of “goods” in the Uniform Commercial Code as in effect on the date hereof in the State of New York, including any licensed rights to Software, and all media that may contain Software or recorded data of any kind.

“S&P” shall mean Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc. and any successor thereto.

“Spare Engines” shall mean each Engine detailed in Schedule 1.1(p).

“Spare Parts” shall mean all accessories, appurtenances or Parts of an Aircraft (except an Engine) or Engine, that are to be installed at a later time in an Aircraft or Engine.

“Spot Rate” means, for any currency, on any relevant date of determination, the rate determined by the Administrative Agent to be the rate quoted by the Administrative Agent as the spot rate for the purchase by the Administrative Agent of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date that is two (2) Business Days prior to the date as of which the foreign exchange computation is made; provided that the Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Administrative Agent does not have as of the date of determination a spot buying rate for any such currency.

“State of Registration” shall mean: (a) in respect of each Danish Aircraft, Denmark; (b) in respect of each Norwegian Aircraft, Norway; and (c) in respect of the Swedish Aircraft, Sweden or (d) the state of the Aviation Authority with which a Collateral Aircraft is registered from time to time in accordance with the terms hereof.

“Statement of Changes in Equity” shall have the meaning set forth in Section 6.01(a).

“Statement of Comprehensive Income” shall have the meaning set forth in Section 6.01(a).

“Statement of Financial Position” shall have the meaning set forth in Section 6.01(a).

“Subject Entity” shall have the meaning specified in Section 8.01(p).

“Subsidiary” shall mean, in respect of any specified Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital

Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person and within the meaning of sections 6 and 7 of the Danish Companies Act or the relevant sections of the Swedish Companies Act (as applicable).

“Summer Season” shall mean each summer (a thirty (30) week period) season, as determined in accordance with the Worldwide Slot Guidelines.

“Super-priority Claim” shall mean a claim against an Obligor in any of the Chapter 11 Cases which is an administrative expense claim having priority and right to payment over any and all other administrative expenses and unsecured claims against such Obligor of any kind or nature, whether now existing or hereafter arising, including all administrative expenses of the kind specified in or arising or ordered under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113 and 1114 of the Bankruptcy Code or otherwise.

“Supported QFC” shall have the meaning set forth in Section 11.21.

“Swedish Aircraft” shall mean as at the date of this Agreement, the Aircraft detailed in Schedule 1.1(o) as being registered in Sweden and at any other time any Collateral Aircraft or Collateral Airframe that is registered in Sweden at the relevant time.

“Swedish Consortium Member” shall mean SAS Sverige AB.

“Swedish Companies Act” means the Swedish companies act (Sw. *Aktiebolagslagen* (2005:551)).

“Swedish Obligor” means any Grantor from time to time party hereto incorporated in the Kingdom of Sweden and the Borrower.

“Tag-Along Rightholder” shall have the meaning set forth in Section 6.16(a).

“Tag Right” shall have the meaning set forth in Section 6.16(a).

“Tag Right Notice” shall have the meaning set forth in Section 6.16(a).

“Tag Right Notice Period” shall have the meaning set forth in Section 6.16.

“Tag Right Termination Event” shall have the meaning set forth in Section 2.10(i).

“Tag Right Termination Fee” shall have the meaning set forth in Section 2.10(i).

“Taxes” shall mean any and all present or future taxes (including, without limitation, value-added and similar taxes), levies, imposts, duties, assessments, fees, deductions, charges or withholdings (including backup withholding) imposed by any Governmental Authority including any interest, additions to tax or penalties applicable thereto.

“Tax Indemnitee” shall have the meaning set forth in the definition of “Excluded Taxes.”

“Tax Return” shall mean any return, report, form, claim for refund, information return, declaration, statement, schedule or other similar document (including but not limited to any related or supporting information, schedule or attachment thereto and estimated or amended returns, reports, forms, information returns, declarations, statements or schedules) relating to Taxes.

“Temporary Operating License” shall mean a temporary license issued by an Aviation Authority, pursuant to Article 9(1) of the EU Licensing Regulation to a "Community air carrier" as defined in Article 2(e) of the EU Slots Regulation (or any equivalent issued by any Aviation Authority in a non-EU state to an air carrier that is not a “Community air carrier”).

“Term SOFR” means,

(a) for any calculation with respect to a Term SOFR DIP 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 two (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 three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an ABR DIP Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “ABR Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, 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 ABR 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 three (3) U.S. Government Securities Business Days prior to such ABR SOFR Determination Day.

“Term SOFR Adjustment” means a per annum percentage rate equal to 0.10%.

“Term SOFR Administrator” means CME Group Benchmark Administration, Limited (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking rate based on SOFR.

“Threshold Amount” means \$30,000,000.

“Title 49” shall mean Title 49 of the United States Code, which, among other things, recodified and replaced the U.S. Federal Aviation Act of 1958, and the rules and regulations promulgated pursuant thereto, as amended from time to time or any subsequent legislation that amends, supplements or supersedes such provisions.

“Trademarks” shall mean all U.S. and foreign trademarks, trade names, trade dress, slogans, domain names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, brand names, logos and all other source identifiers,

whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor and (ii) all of the goodwill associated therewith or symbolized thereby.

“Trade Secrets” shall mean all trade secrets, know-how, processes and all other confidential, non-public or proprietary information, in each case, that derives economic value from their confidential nature, whether or not reduced to a writing or other tangible form, and including all documents and any materials embodying, incorporating, or referring in any way to any of the foregoing, including technical, engineering and manufacturing information, specifications, blue prints, supplier lists, customer lists, business, production or marketing plans, formulae, methods (whether or not patentable), ideas, algorithms, techniques, analyses, source code and data collections.

“Transactions” shall mean the execution, delivery and performance by the Borrower and the Guarantors of this Agreement and the other DIP Loan Documents to which they may be a party, the creation of the DIP Liens in the DIP Collateral in favor of the Collateral Agent, for the benefit of the DIP Secured Parties, the borrowing of DIP Loans and the use of the proceeds thereof.

“Type”, when used in reference to any DIP Loan or Borrowing, refers to whether the rate of interest on such DIP Loan, or on the DIP Loans comprising such Borrowing, is determined by reference to Adjusted Term SOFR or the Alternate Base Rate.

“UCC” shall mean the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

“UK” shall mean the United Kingdom.

“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.

“UK Slots Regulation” shall mean the Retained EU Slots Regulations and the UK Slots Regulations 2006.

“UK Slots Regulation 2006” means *The Airport Slots Allocation Regulations 2006*, as the same may be amended, replaced, revised, supplemented, re-enacted or substituted from time to time.

“Ultimate Parent” shall have the meaning set forth in Section 6.15(a).

“Uninsured Liabilities” shall mean any losses, damages, costs, expenses and/or, liabilities (including any losses, damages, costs, expenses or liabilities resulting from property damage or casualty, general liability, workers’ compensation claims and business interruption) incurred by the Borrower or any Guarantor which are not covered by insurance, but with respect to which insurance coverage is commercially available to Persons engaged in the same or similar business as the Borrower and the Guarantors.

“Updated 13-Week Forecast” shall have the meaning set forth in the definition of “13-Week Forecast”.

“Upfront Fee” shall have the meaning set forth in Section 2.10(c).

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Undrawn Commitment Fee” shall have the meaning set forth in Section 2.10(a).

“U.S. Government Securities Business Day” means 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. Security Agreement” shall mean the Pledge and Security Agreement made by the Grantors in favor of the Collateral Agent attached hereto as Exhibit H.

“U.S. Special Resolution Regimes” shall have the meaning set forth in Section 11.21.

“Use” shall mean, with respect to any Hazardous Materials, generation, manufacture, processing, distribution, handling, possession, use, discharge, placement, treatment, disposal, transportation, disposition, removal, abatement, recycling or storage.

“Use or Lose Rule” shall mean the rule pursuant to Articles 8(2) and 10 of the Retained EU Slots Regulation determining the right of a holder of Slots to maintain the same series of slots (as defined in the UK Slots Regulation) in the next equivalent Season.

“Voting Stock” of any specified Person as of any date shall mean the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

“Wholly-Owned Subsidiary” of any Person shall mean a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors’ qualifying shares or shares or interests required to be held by foreign nationals) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

“Winter Season” shall mean each winter (twenty-two (22) week period) season as determined in accordance with the Worldwide Slot Guidelines.

“Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Withholding Agent” shall mean the Borrower, each Guarantor 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 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented, extended, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any law, statute, regulation, convention or treaty shall be construed as referring to such law, statute, regulation, convention or treaty as amended, replaced, revised, supplemented, re-enacted or substituted and otherwise in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless expressly provided otherwise, (f) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, Accounts and contract rights and (g) “knowledge” or “aware” or words of similar import shall mean, when used in reference to the Borrower or the Guarantors, the actual knowledge of any Responsible Officer and (h) notwithstanding anything to the contrary in this Agreement, for purposes of any determination under Sections 6, 7 or 8 with respect to the amount of any Indebtedness, Lien, Investment, Disposition, affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement (including the calculation of compliance with the Financial Covenants), in a currency other than Dollars, the Dollar Equivalent amount of a relevant transaction in a currency other than Dollars shall be translated into Dollars at the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Sections 6.01(a) or (b), as applicable, for the relevant period.

Section 1.03 Accounting Terms; IFRS. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with IFRS, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent in writing that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in IFRS or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Majority DIP Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in IFRS or in the application thereof, then such provision shall be interpreted on the basis of IFRS as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Upon any such request for an amendment, the Borrower and the Majority DIP Lenders agree to consider in good faith any such amendment in order to amend the provisions of this Agreement so as to reflect equitably such accounting changes so that the criteria for evaluating Parent’s consolidated financial condition shall be the same after such accounting changes as if such accounting changes had not occurred.

Section 1.04 Currency Equivalents Generally.

(a) [Reserved].

(b) For purposes of any determination under Section 1, Section 6, Section 7 (other than Section 7.14 and the calculation of compliance with any financial ratio for purposes of taking any action hereunder) or Section 9 with respect to any Affiliate transaction, the amount of any Indebtedness, Lien, payment of Pre-Petition Indebtedness, Investment, Disposition or other transaction, event or circumstance, or any determination under any other provision of this Agreement, (any of the foregoing, a “specified transaction”), in a currency other than Dollars, (i) the Dollar Equivalent amount of a specified transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower) for such foreign currency, as in effect at 11:00 a.m. (New York time) on the date of such specified transaction (which, in the case of any payment of Pre-Petition Indebtedness, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed);

(c) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower’s consent to appropriately reflect a change in currency of any country and any relevant market convention or practice relating to such change in currency.

Section 1.05 Danish, Swedish, Norwegian and Irish Terms.

(a) In the context of any Danish Obligor a reference to:

(i) a composition, assignment or similar arrangement with any creditor includes a *forebyggende rekonstruktion*, *rekonstruktion* or *konkursbehandling* under Part IA or II of the Danish Bankruptcy Act (in Danish *Konkursloven*);

(ii) a receiver, compulsory manager, trustee or administrator includes a *rekonstruktør*, a *kurator* or *likvidator* under Danish law;

(iii) gross negligence means *grov uagtsomhed* under Danish law;

(iv) a guarantee includes any *garanti* or *kaution* under Danish law which is independent from the debt to which it relates;

(v) merger includes any *fusion* implemented in accordance with Sections 236 to 252 (included) of the Danish Companies Act; and

(vi) a winding up, administration, liquidation or dissolution includes a *likvidation*, *opløsning på grundlag af betalingserklæring* or *tvangsopløsning ved likvidationsbehandling* under Chapter 14 of the Danish Companies Act (in Danish: *Selskabsloven*).

(b) In the context of any Swedish Obligor, a reference to:

(i) an assignment or similar arrangement with any creditor includes a *företagsrekonstruktion*, *konkursförfarande* or *ackordsuppgörelse* under the Swedish Bankruptcy Act (Sw: *konkurslagen*) or the Swedish Reorganisation Act (Sw: *lag om företagsrekonstruktion*) (as the case may be);

(ii) a receiver, administrator includes a *konkursförvaltare*, *företagsrekonstruktör* or *likvidator* under Swedish law;

- (iii) gross negligence means *grov vårdslöshet* under Swedish law;
 - (iv) a guarantee includes any *garanti* under Swedish law which is independent from the debt to which it relates and any *borgen* under Swedish law which is accessory to or dependent on the debt to which it relates;
 - (v) merger includes any fusion implemented in accordance with Chapter 23 of the Swedish Companies Act;
 - (vi) a reorganization includes any contribution of part of its business in consideration of shares (Sw: *apportemission*) and any demerger (Sw: *delning*) implemented in accordance with Chapter 24 of the Swedish Companies Act; and
 - (vii) an administration or dissolution includes a *frivillig likvidation* or *tvångslikvidation* under Chapter 25 of the Swedish Companies Act.
- (c) In the context of any Norwegian Obligor a reference to:
- (i) a composition, assignment or similar arrangement with any creditor includes a *frivillig gjeldsordning*, *tvangsakkord* or *konkurs* under Part I or II of the Norwegian Bankruptcy Act (in Norwegian *Konkursloven*) or a *rekonstruksjon* in accordance with the Norwegian Reconstruction Act (in Norwegian *Rekonstruksjonsloven*);
 - (ii) a receiver, compulsory manager, trustee or administrator includes a *bostyrer* or *rekonstruktør* under Norwegian law;
 - (iii) gross negligence means *grov uaktsomhet* under Norwegian law;
 - (iv) a guarantee includes any *garanti* under Norwegian law which is independent from the debt to which it relates and any *kausjon* under Norwegian law which is accessory to or dependent on the debt to which it relates;
 - (v) merger includes any *fusion* implemented in accordance with Chapter 13 of the Norwegian Companies Act; and
 - (vi) a winding up, administration, liquidation or dissolution includes a *oppløsning og avvikling etter beslutning fra generalforsamlingen*, *oppløsning og avvikling etter kjennelse fra tingretten* and *oppløsning og avvikling ved dom etter krav fra aksjeeier* under Chapter 16 of the Norwegian Companies Act (in Norwegian: *Aksjeloven*).
- (d) In the context of any Irish Obligor a reference to:
- (i) “Irish examiner” means an examiner or interim examiner appointed pursuant to Section 509 of the Irish Companies Act and “examinership” shall be construed accordingly
 - (ii) “Ireland” means the island of Ireland, exclusive of Northern Ireland;
 - (iii) “Subsidiary” means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and “control” for this purpose means the power to direct the management and the

policies of the entity whether through the ownership of voting capital, by contract or otherwise or, as the context may require, means a subsidiary as that term is defined in Section 7 of the Irish Companies Act.

Section 1.06 Rates. The Administrative Agent does not warrant or accept responsibility 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 the Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or any component definition thereof or rates referred to in the definition thereof, any alternative, successor or replacement rate thereto (including any Benchmark Replacement) or any relevant adjustments thereto, 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, the Alternate Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, 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 Related Parties may engage in transactions that affect the calculation of the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted 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 the Alternate Base Rate, the Term SOFR Reference Rate, Term SOFR, Adjusted 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 DIP 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.

SECTION 2

AMOUNT AND TERMS OF CREDIT

Section 2.01 Loans.

(a) Subject to the terms and conditions set forth in the DIP Order and the satisfaction of the other conditions set forth in Sections 5.01 and 5.02 herein, each DIP Lender severally agrees to make DIP Loans to the Borrower in a single drawing in an aggregate principal amount of such DIP Lender's pro rata share of the Interim Funding Amount (the "Initial Borrowing").

(b) Subject to the terms and conditions set forth in the DIP Order and the satisfaction of the other applicable conditions set forth in Section 5.02 herein, each DIP Lender severally agrees to make loans to the Borrower in a single drawing in an aggregate principal amount of such DIP Lender's pro rata share of the Final Funding Amount (the "Final Borrowing").

(c) Any amount borrowed under this Section 2.01 and subsequently repaid or prepaid may not be reborrowed. Subject to Section 2.11, Section 2.13, and Section 2.14, all amounts owed hereunder with respect to the DIP Loans shall be Paid in Full no later than the Maturity Date.

Section 2.02 Requests for DIP Loans.

(a) To request a DIP Loan, the Borrower shall notify the Administrative Agent of such request by hand, facsimile or electronic mail delivery of a written Loan Request not later than 4:00 p.m.,

New York City time, three (3) Business Days before the date of the proposed DIP Loan. Each such written Loan Request shall specify the following information:

(i) the aggregate amount of the requested DIP Loan, which shall not exceed the amounts permitted under Sections 2.01 and 2.05 for the relevant draw dates specified therein;

(ii) the date of such DIP Loan, which shall be a Business Day; and

(iii) whether such DIP Loans shall bear interest at a rate determined by reference to the Alternate Base Rate or Term SOFR.

(b) Promptly following receipt of a Loan Request in accordance with this Section 2.02, the Administrative Agent shall advise each applicable DIP Lender of the details thereof and of the amount of such DIP Lender's DIP Loan to be made as part of the requested DIP Loan.

Section 2.03 Interest Periods.

(a) The Borrower hereby notifies the Administrative Agent of its election to have each requested Term SOFR DIP Loan be, and to continue each Term SOFR DIP Loan as, a one-month Term SOFR Borrowing.

(b) Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, and upon the request of the Majority DIP Lenders, (i) no outstanding Borrowing may be converted to or continued as a Term SOFR DIP Loan and (ii) unless repaid, each Term SOFR DIP Loan shall be converted to an ABR DIP Loan at the end of the Interest Period applicable thereto.

Section 2.04 Funding of Loans.

(a) Each DIP Lender shall make each DIP Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m., New York City time, or, in each case, such earlier time as may be reasonably practicable, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the DIP Lenders. Upon satisfaction or waiver of the conditions precedent specified herein, the Administrative Agent will make such DIP Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to the account designated in the relevant Loan Request or as otherwise directed by the Borrower.

(b) Upon the satisfaction or waiver of the conditions precedent specified herein, unless the Administrative Agent shall have received written notice from a DIP Lender prior to the proposed date of any DIP Loan that such DIP Lender will not make available to the Administrative Agent such DIP Lender's share of such DIP Loan, the Administrative Agent may assume that such DIP Lender has made such share available on such date in accordance with paragraph (a) of this Section 2.04 and may (but shall have no obligation to), in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if required, if a DIP Lender has not in fact made its share of the applicable DIP Loan available to the Administrative Agent, then the applicable DIP Lender and the Borrower severally agree to pay to the Administrative Agent forthwith upon written demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to, but excluding, the date of payment to the Administrative Agent, at (i) in the case of such DIP Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate otherwise applicable to such DIP Loan. If such DIP Lender pays such amount to the Administrative Agent,

then such amount shall constitute such DIP Lender's DIP Loan included in such DIP Loan and the Borrower shall not be obligated to repay such amount pursuant to the preceding sentence if not previously repaid.

Section 2.05 Availability of Funds.

(a) Pro Rata Share. All DIP Loans shall be made by the DIP Lenders proportionately to their respective pro rata share of the DIP Commitments and substantially contemporaneously as among the DIP Lenders, it being understood that no DIP Lender shall be responsible for any default by any other DIP Lender in such other DIP Lender's obligation to make a DIP Loan requested hereunder nor shall any DIP Commitment of any DIP Lender be increased or decreased as a result of a default by any other DIP Lender in such other DIP Lender's obligation to make a DIP Loan requested hereunder.

Section 2.06 Use of Proceeds.

(a) Use of Proceeds. The Borrower shall use the proceeds from each DIP Loan for only the following purposes, in each case subject to the terms and conditions herein and the DIP Order and in accordance with the DIP Budget:

(i) for working capital and general corporate purposes of the Danish Consortium Member, the Norwegian Consortium Member, the Swedish Consortium Member, the Borrower, other Debtors and Affiliates of the Borrower, in each case, only to the extent required in connection with the operations of Parent and its Wholly-Owned Subsidiaries and/or as otherwise permitted hereunder, including (without limitation) the funding of Intercompany Loans;

(ii) for contributing equity to Subsidiaries in order to avoid their liquidation for having negative net equity, subject to limitations set forth in Section 7.11(e);

(iii) to pay interest, premiums, fees and expenses payable hereunder to the DIP Lenders and the Agents as provided under the DIP Loan Documents and the DIP Order, including, but not limited to, Section 11.04 hereof;

(iv) to pay restructuring costs and Professional Fees of the Obligors, and fund the Carve-Out Account in accordance with the terms of the DIP Order;

(v) to make adequate protection payments, if any, as approved by the Bankruptcy Court; provided that such payments are included in the DIP Budget; and

(vi) for any other purpose approved by the Bankruptcy Court in the DIP Order or other orders of the Bankruptcy Court not inconsistent with the terms of this Agreement or previously consented to by the Majority DIP Lenders in writing.

(b) Notwithstanding anything to the contrary in this Agreement, other than with respect to seeking a determination (i) as to whether an Event of Default has occurred and is continuing or (ii) the appropriate remedy if the Bankruptcy Court determines that an Event of Default has occurred and is continuing, no DIP Loan Proceeds, Cash Collateral or Carve-Out Expenses may be used in any manner to:

(i) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under, or the Liens or security interests granted under, the DIP Loan Documents;

(ii) investigate, initiate, assert or prosecute any claims or defenses or commence any cause of action against, under or relating to this Agreement or any other DIP Loan Document; or

(iii) prevent, hinder or delay, whether directly or indirectly, the Collateral Agent's assertion or enforcement of its Liens on the DIP Collateral, or its efforts to realize upon any DIP Collateral under the DIP Loan Documents or exercise any other rights and remedies under the DIP Loan Documents or applicable law.

Section 2.07 Interest on Loans.

(a) Subject to the provisions of Section 2.08 and Section 2.16, each DIP Loan shall bear interest, payable in kind (computed on the basis of the actual number of days elapsed over a year of 360 days) at a rate *per annum* equal to, at the Borrower's option, (A) in the case of ABR DIP Loans (computed on the basis of a 360-day), the Alternate Base Rate, plus the Applicable Margin or (B) in the case of Term SOFR DIP Loans (computed on the basis of a 360-day year) during each Interest Period applicable thereto, Adjusted Term SOFR, for such Interest Period in effect for such Borrowing, plus the Applicable Margin; provided that, at the Borrower's discretion, the Borrower may elect, in lieu of making such payments in kind, to pay the interest in cash so long as the Borrower delivers an Interest Election Notice to the Administrative Agent at least five (5) Business Days prior to the applicable Interest Payment Date (for the avoidance of doubt, if the Borrower does not provide an Interest Election Notice by such time, the Borrower shall be deemed to have elected to pay interest on such Interest Payment Date in kind at the applicable interest rate in accordance with this Section 2.07(a)); provided, further, that, for any payments made in kind, such amounts shall be added to the outstanding principal amount of such DIP Loan and such amounts shall thereafter be deemed to be a part of the aggregate principal amount of the DIP Loans for all purposes hereof (and interest shall accrue thereon) and shall be payable on the Maturity Date (or the date on which DIP Loans are Paid In Full if earlier).

(b) Except as otherwise set forth herein, interest on each DIP Loan shall accrue on a daily basis and shall be payable in arrears on (i) each Interest Payment Date with respect to interest accrued on and up to each such Interest Payment Date; (ii) any prepayment of such DIP Loan, whether voluntary or mandatory, to the extent accrued on the amount being prepaid; and (iii) the maturity of the DIP Loans, including on the Maturity Date; provided, that, for any cash payments of interest made by the Borrower, if the Interest Payment Date is not a Business Day, such cash payment shall be due on the next succeeding Business Day.

(c) Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any DIP Loan, together with all fees, charges, and other amounts which are treated as interest on such DIP Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the DIP Lender holding such DIP Loan, the rate of interest payable in respect of such DIP Loan hereunder, together with all related Charges, shall be limited to the Maximum Rate; provided, however, that if at any time thereafter the rate of interest payable hereunder is less than the Maximum Rate, the Borrower shall continue to pay interest hereunder at the Maximum Rate until such time as the total interest received by the Administrative Agent, on behalf of applicable DIP Lenders, is equal to the total interest that would have been received had the interest rate payable hereunder been (but for the operation of this paragraph) the interest rate payable since the Closing Date as otherwise provided in this Agreement.

Section 2.08 Default Interest. Upon the occurrence and during the continuance of an Event of Default, the principal amount of all DIP Loans outstanding and, to the extent permitted by applicable law, any interest payments on the DIP Loans or any fees or other amounts owed hereunder, shall thereafter

automatically bear interest payable on demand at a rate that is 2.0% per annum in excess of the interest rate otherwise payable hereunder with respect to the DIP Loans (the “Default Rate”); provided that, with respect to interest on DIP Loans payable in kind, such Default Rate shall be payable in kind on the basis described in Section 2.07(a).

Section 2.09 Reduction or Termination of Commitments. The Borrower shall have the right at any time after the date of the entry of the DIP Order upon three (3) days’ prior written notice to the Administrative Agent to permanently reduce (ratably among the DIP Lenders in proportion to their respective ratable share of the applicable DIP Commitments) the undrawn DIP Commitments, in a minimum amount of \$10,000,000 and whole multiples of \$1,000,000, or to terminate completely the undrawn DIP Commitments; provided, that such reduction or termination shall be accompanied by the payment to the Administrative Agent, for the ratable account of each DIP Lender, a break fee (the “Commitment Termination Fee”) equal to 4.0% of the aggregate amount of such DIP Lender’s unfunded DIP Commitment so reduced or terminated. Any notice to reduce the DIP Commitments under this Section 2.09 shall be irrevocable. For the avoidance of doubt, the payment obligations of the Borrower hereunder shall not be affected by any failure or delay on the part of the Borrower with respect to the notice requirements hereunder.

Section 2.10 Fees.

(a) **Undrawn Commitment Fee.** The Borrower agrees to pay to the Administrative Agent for the ratable account of each DIP Lender a fee in cash calculated on a daily basis at a rate per annum equal to 2.00%, which rate shall be on the daily unused DIP Commitment of such DIP Lender (the “Undrawn Commitment Fee”) accruing commencing on the Commitment Effective Date and due and payable in arrears on the last Business Day of each calendar quarter of each year until the Maturity Date, in each case, with respect to all amounts accrued to such date (it being agreed that any such accrued Undrawn Commitment Fee shall also be due upon the early termination of the DIP Commitments).

(b) **Administrative Agent and Collateral Agent.** The Borrower shall pay to the Agents, for the account of the Agents, the fees set forth in the Agent Fee Letter at the times and in the amounts specified therein in immediately available funds. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(c) **Additional Work Fee.** Upon entry of the Breakup Fee Order, the Borrower shall promptly pay directly to the DIP Lenders (or their designee) (or if the Breakup Fee Order is entered after 4:00 pm New York time, within one (1) Business Day of the entry of the Breakup Fee Order) an additional \$1,000,000 expense deposit to be applied to the payment of DIP Lenders’ out-of-pocket expenses (including, without limitation, reasonable and documented fees, disbursements and other charges of DIP Lenders’ outside counsel and operational and financial advisors) incurred either prior to or after the entry of the Breakup Fee Order (the “Additional Work Fee”) (it being understood that such expense deposit shall not constitute, or be construed as, an expense reimbursement cap); provided that any unused balance of such expense deposit shall be credited towards the future expense reimbursement obligations of the Debtors to the DIP Lenders or the Agents pursuant to this Agreement.

(d) **Exit Fee.** Upon the occurrence of a Triggering Event (as defined below), the Borrower shall pay to the Administrative Agent, for the ratable account of each DIP Lender, an exit fee (the “Exit Fee”) in cash equal to 4.00% of the principal amount of the DIP Commitments in effect upon entry of the DIP Order. As used herein, the term “Triggering Event” means the earliest to occur of (i) the Plan Effective Date, (ii) the Maturity Date then in effect and (iii) the date on which a Payment in Full occurs. The Exit Fee shall be fully earned upon entry of the DIP Order and shall be due and payable upon the

occurrence of a Triggering Event. The Exit Fee is without duplication of the Prepayment Premium and/or the Commitment Termination Fee.

(e) Advisor Fees. The Borrower shall pay to Apollo Global Funding, LLC (or its designee) the fees set forth in the Advisor Fee Letter at the times and in the amounts specified therein in immediately available funds. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(f) Upfront Fees. The Borrower shall pay to the Administrative Agent, for the ratable account of each DIP Lender, an upfront fee in cash (the “Upfront Fees”) equal to 1.00% of the DIP Commitments in effect promptly upon entry of the DIP Order (or if the DIP Order is entered after 1:00 pm New York time, within one (1) Business Day of the entry of the DIP Order), which Upfront Fees shall be fully earned, due and payable on such date; provided that if requested by the Majority DIP Lenders, all Upfront Fees may take the form of original issue discount and be netted by each DIP Lender from its pro forma share of the Initial Borrowing.

(g) Breakup Fee. The Borrower shall pay to the Administrative Agent, for the ratable account of each DIP Lender, a breakup fee in cash (the “Breakup Fee”) equal to 1.00% of the DIP Commitments upon the termination of the DIP Commitments, in whole or in part, at any time prior to entry of the DIP Order, which Breakup Fee shall be fully earned upon entry of the Breakup Fee Order.

(h) Call Option Termination Fee. In the event that either (i) Parent rejects the exercise of the Call Option (as hereinafter defined) by the DIP Lenders pursuant to the terms of Section 6.15 or (ii) the DIP Lenders are not provided the opportunity to exercise or consummate the Call Option as a result of: (A) a Repayment in Full prior to the exercise (including, for the avoidance of doubt, prior to the Call Option Election Period (as hereinafter defined)) or consummation of the Call Option or (B) failure by Parent to obtain Parent shareholder approval for the issuance by Parent of the securities contemplated by the Call Option) (a “Call Option Termination Event”), the Borrower shall pay to the Administrative Agent, for prompt payment to the ratable account of each DIP Lender, an additional fee in U.S. Dollars upon the earlier to occur of (x) the Repayment in Full, (y) the effective date of the Debtors’ Chapter 11 Plan or (z) the date that is thirty (30) days after the date of occurrence of a Call Option Termination Event, equal to (i) if such Call Option Termination Event occurs within 12 months of the Closing Date, \$19,520,000 or (ii) if such Call Option Termination Event occurs after the 12-month anniversary of the Closing Date, a dollar amount that would result in the DIP Lenders receiving an all-in internal rate of return of 23.2% on the DIP Facility (in each case, as calculated as of the date the Call Option Termination Fee is actually paid, in good faith, by the Majority DIP Lenders and set forth in a written notice delivered to the Administrative Agent and the Debtors along with such work papers and other documents reasonably requested by the Debtors to support such calculation, which documentation shall be provided to the Debtors on a confidential basis) (any such fee, a “Call Option Termination Fee”); provided that the Call Option Termination Fee shall be reduced on a pro rata basis in the event that the Call Option is exercised for less than all of the DIP Obligations. The Call Option Termination Fee shall be in addition to all other fees contemplated hereby. At least one (1) Business Day prior to the payment of the Call Option Termination Fee, the Borrower shall provide written notice to the Administrative Agent, stating (x) that a Call Option Termination Event has occurred, and (y) the proposed date of such payment.

(i) Tag Right Termination Fee. (A) To the extent required to be delivered pursuant to Section 6.16(a), if (i) a Tag Right Notice (as hereinafter defined) is not provided to the DIP Lenders prior to or on the earlier of (x) the effective date of a Debtor’s Chapter 11 Plan or (y) the date of issuance of any Offered Interests or (ii) the DIP Lenders are not provided the opportunity to subscribe for their Proportionate Percentage of Offered Interests (as a result of a Repayment in Full prior the consummation of the Tag Right or the failure of the Debtors to follow the procedures set forth in Section 6.16 (including any failure to

deliver a Tag Right Notice)) which breach remains uncured for more than twenty (20) days following notice by the Majority DIP Lenders to the Debtors of such breach (a “Tag Right Termination Event”) or (B) if, following the delivery of a Tag Right Notice, the Debtors withdraw the Tag Right Notice (in which case, the DIP Lenders shall not have the right to participate in the Tag Transaction (as hereinafter defined)), the Borrower shall pay to the Administrative Agent, within five (5) business days of a Tag Right Termination Event, for prompt payment to the ratable account of each DIP Lender, an additional fee in U.S. Dollars, equal to 4.0% of the DIP Commitments in effect upon entry of the DIP Order (the “Tag Right Termination Fee”). The Tag Right Termination Fee shall be in addition to all other fees contemplated hereby (but, for the avoidance of doubt, the Tag Right Termination Fee (x) shall not be payable if DIP Lenders exercise the Call Option and the Call Option is consummated and (y) shall only be payable once). At least one (1) Business Day prior to the payment of the Tag Right Termination Fee, the Borrower shall provide written notice to the Administrative Agent, stating (x) that a Tag Right Termination Event has occurred, and (y) the proposed date of such payment.

Section 2.11 Repayment of Loans; Evidence of Debt.

(a) On the Maturity Date, the Borrower hereby unconditionally promises to pay to the Administrative Agent for the ratable account of each DIP Lender the then unpaid principal amount of each DIP Loan then outstanding, in accordance with the terms herein, including Section 2.22.

(b) Each DIP Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such DIP Lender resulting from each DIP Loan made by such DIP Lender, including the amounts of principal and interest payable and paid to such DIP Lender from time to time hereunder.

(c) The Administrative Agent shall maintain the Register pursuant to Section 11.02(b)(v) in which it shall record (i) the amount of each DIP Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each DIP Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the DIP Lenders and each DIP Lender’s share thereof.

(d) The entries made in the accounts and the Register maintained pursuant to paragraph (b) or (c) of this Section 2.11 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any DIP Lender or the Administrative Agent to maintain such accounts or Register, as applicable, or any error therein shall not in any manner affect the obligation of the Borrower to repay the DIP Loans in accordance with the terms of this Agreement. For the avoidance of doubt, in the event of any inconsistency between the Register and any DIP Lender’s records under paragraph (b) of this Section, the recordings in the Register shall govern.

(e) Any DIP Lender may request that DIP Loans made by it be evidenced by a promissory note, substantially in the form attached hereto as Exhibit E (a “Promissory Note”). In such event, the Borrower shall as promptly as reasonably possible execute and deliver to such DIP Lender a Promissory Note payable to such DIP Lender (or its permitted assigns).

(f) All fees payable to the Agents and all Fees payable pursuant to this Section 2.10 shall be deemed to be exclusive of any value added or similar taxes which are or may be chargeable on the supply or supplies being made pursuant to this Agreement.

Section 2.12 [Reserved]

Section 2.13 Mandatory Prepayments.

(a) Collateral Asset Sales and Insurance/Condemnation Proceeds. Upon receipt by any Obligor of any Net Proceeds as a result of a Collateral Sale or a Recovery Event in respect of DIP Collateral, the Borrower shall deposit cash in an amount (the “Net Proceeds Amount”) equal to 100% of the Net Proceeds received subject to the payment of any Permitted Priority Claims in respect of the DIP Collateral that is subject to such Collateral Sale or Recovery Event, into a deposit account or another account established for such purpose and thereafter such Net Proceeds Amount shall be applied (to the extent not otherwise applied pursuant to the immediately succeeding proviso) to the prepayment of the DIP Loans, subject to the payment of any Permitted Priority Claims in respect of the DIP Collateral that is subject to such Collateral Sale or Recovery Event, in accordance with the requirements of Section 2.15; provided, (i) no such prepayment shall be required under this clause (a) to the extent the Net Proceeds of any Collateral Sales or series of related Collateral Sales do not result in more than \$500,000 per Collateral Sale or series of related Collateral Sales and an aggregate amount of Net Proceeds of more than \$1,000,000 during the term of this Agreement, and (ii) for so long as no Event of Default shall be continuing, such Net Proceeds shall not be required to be so applied to the extent that the Borrower, within five (5) Business Days following the receipt of any Net Proceeds, shall have delivered an Officer’s Certificate to the Administrative Agent stating that such Net Proceeds are reasonably expected to be reinvested (or committed to be reinvested) in assets used or useful in the business of any Obligor that constitute DIP Collateral subject to the DIP Liens as the DIP Collateral so disposed of (subject in each case to Section 6.10(b)), or, solely in the case of any Net Proceeds Amount in respect of any Recovery Event, to repair the assets which are the subject of such Recovery Event, in each case, within one hundred eighty (180) days after such Net Proceeds are received (it being understood that any such Net Proceeds shall be maintained in a Controlled Account in anticipation of any permitted reinvestment or application for repair). In the event of any prepayment of the DIP Loans that is required pursuant to this Section 2.13(a) prior to the Plan Effective Date, the Borrower shall pay to the DIP Lenders the Prepayment Premium.

(b) Issuance of Debt. On the date of receipt by any Obligor of any Net Proceeds from the incurrence of any Indebtedness of any Obligor, the Borrower shall prepay the DIP Loans as set forth in Section 2.15 in an aggregate amount equal to 100% of such Net Proceeds; provided that no prepayment shall be required with respect to any Net Proceeds received with respect to any Permitted Indebtedness. In the event of any prepayment of the DIP Loans that is required pursuant to this Section 2.13(b) prior to the Plan Effective Date, the Borrower shall pay to the DIP Lenders the Prepayment Premium.

(c) Declined Proceeds. Notwithstanding anything to the contrary herein, any DIP Lender may elect, by written notice to the Administrative Agent and the Borrower delivered no later than 4:00 p.m., New York City time two (2) Business Days prior to the prepayment date, prior to any prepayment of DIP Obligations required to be made by the Borrower pursuant to Section 2.13(a), to decline all (but not a portion) of its *pro rata* share of such prepayment (such declined amounts, the “Declined Proceeds”). To the extent any DIP Lender fails to notify the Administrative Agent and the Borrower within the timeframe set forth above, such DIP Lender shall be deemed to have accepted the prepayment. Such Declined Proceeds may be retained by the Obligors and their Subsidiaries for application to any use not prohibited by this Agreement.

(d) Notice to Administrative Agent. The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of the DIP Loans required to be made pursuant to Section 2.13(a) or (b) prior to 12:00 p.m., New York City time, at least three (3) Business Days prior to the date of such prepayment. Each notice of mandatory prepayment shall specify the prepayment date, the principal amount of the DIP Loans to be prepaid, and the Prepayment Premium on the principal amount of such DIP Loans being prepaid. The Administrative Agent shall, promptly after receiving written notice from the Borrower hereunder, notify each DIP Lender of the principal amount of the DIP Loans held by such DIP

Lender which are to be prepaid, the prepayment date and the manner of application of the prepayment to such DIP Lenders' DIP Loans

Section 2.14 Voluntary Prepayments; Mandatory Termination of DIP Commitments.

(a) Voluntary Prepayments.

(i) The Borrower shall have the right, at any time and from time to time, to prepay any DIP Loans, in whole or in part (subject to Section 2.10 and Section 2.22), upon written, facsimile or electronic mail notice, in any case received by 12:00 p.m., New York City time, three (3) Business Days prior to the proposed date of prepayment. Upon the giving of any such notice, the principal amount of the DIP Loans specified in such notice shall become due and payable on the prepayment date specified therein together with any additional amounts required pursuant to Section 2.22. In the event of any prepayment of the DIP Loans made pursuant to this Section 2.14(a)(i) prior to the Plan Effective Date, the Borrower shall pay to the DIP Lenders the Prepayment Premium. Any such voluntary prepayment shall be applied as specified in Section 2.15.

(ii) Each notice of prepayment shall specify the prepayment date, the principal amount of the DIP Loans to be prepaid and the Prepayment Premium on the principal amount of such DIP Loans being prepaid. The Administrative Agent shall, promptly after receiving written notice from the Borrower hereunder, notify each DIP Lender of the principal amount of the DIP Loans held by such DIP Lender which are to be prepaid, the prepayment date and the manner of application of the prepayment to such DIP Lender's DIP Loans.

(b) Mandatory Termination or Reduction of DIP Commitments. The DIP Commitments shall automatically and permanently terminate on the Maturity Date. The DIP Commitments shall automatically and permanently be reduced upon the making of the DIP Loans by the amount of such DIP Loans made.

Section 2.15 Application of Prepayment Amounts. Unless otherwise provided herein, each prepayment of DIP Loans shall be applied pro rata among the DIP Loans. The Administrative Agent shall apply prepayments (including but not limited to any refinancing or replacement thereof) of DIP Loans as follows:

(a) *first*, pro rata, to any fees, expenses, indemnities and other amounts then due to the Agents under the Agent Fee Letter and the other DIP Loan Documents; and

(b) *second*, pro rata, to all other DIP Obligations in the following order: (1) to the payment of any accrued interest payable at the Default Rate, if any, (2) to the payment of any other accrued interest, (3) to the payment of the outstanding principal amounts of any DIP Loans on a pro rata basis, and (4) to the payment of any remaining DIP Obligations on a pro rata basis.

Section 2.16 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.16, if at least two (2) Business Days prior to the commencement of any Interest Period for a Term SOFR DIP Loan:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for determining Adjusted Term SOFR for such Interest Period; or

(ii) the Administrative Agent is advised by the Majority DIP Lenders that Adjusted Term SOFR for such Interest Period does not adequately and fairly reflect the cost to such DIP Lenders of making or maintaining their DIP Loans for such Interest Period,

then the Administrative Agent will promptly so notify the Borrower and each DIP Lender. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the DIP Lenders to make Term SOFR DIP Loans, and any right of the Borrower to continue Term SOFR DIP Loans or to convert ABR DIP Loans to Term SOFR DIP Loans, shall be suspended (to the extent of the affected Term SOFR DIP Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (ii), at the instruction of the Majority DIP Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Term SOFR DIP Loans (to the extent of the affected Term SOFR DIP Loans or affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR DIP Loans in the amount specified therein and (ii) any outstanding affected Term SOFR DIP Loans will be deemed to have been converted into ABR DIP Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.22. Subject to Section 2.20, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Adjusted Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate on ABR DIP Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate" until the Administrative Agent revokes such determination.

(b) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other DIP Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to 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 other DIP Loan 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 DIP Loan 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 other DIP Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the DIP Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other DIP Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from the Majority DIP Lenders. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(c) 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 DIP Loan Document, any amendment implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other DIP Loan Document.

(d) 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

DIP Loan 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 DIP Loan Document.

(e) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the DIP Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.16(f) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, the Majority DIP Lenders pursuant to this Section 2.16, 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 DIP Loan Document, except, in each case, as expressly required pursuant to this Section 2.16.

(f) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other DIP Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) 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 Term SOFR Borrowing of, conversion to or continuation of Term SOFR DIP Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to ABR DIP Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Alternate Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Alternate Base Rate.

Section 2.17 Increased Costs.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, any DIP Lender (except any such reserve requirement subject to Section 2.17(c)); or

(ii) impose on any Tax Indemnatee any other condition, cost or expense or subject any Tax Indemnatee to any liability in respect of any Taxes (other than (A) Taxes described in clauses (b) through (c) of the definition of Excluded Taxes, (B) Indemnified Taxes, and (C) Connection Income Taxes) imposed on or with respect to any payment made on any DIP Loan under this Agreement; and the result of any of the foregoing shall be to increase the cost to such Tax Indemnatee of making, converting into, continuing or maintaining any DIP Loan (or of maintaining its obligation to make any such DIP Loan) or to reduce the amount of any sum received or receivable by such Tax Indemnatee hereunder (whether of principal, interest or otherwise), then, upon the request of such Tax Indemnatee, the Borrower will pay to such Tax Indemnatee such additional amount or amounts as will compensate such Tax Indemnatee for such additional costs incurred or reduction suffered.

(b) If any DIP Lender reasonably determines in good faith that any Change in Law affecting such DIP Lender or such DIP Lender's holding company regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such DIP Lender's capital or on the capital of such DIP Lender's holding company, if any, as a consequence of this Agreement or the DIP Loans made by such DIP Lender, to a level below that which such DIP Lender or such DIP Lender's holding company could have achieved but for such Change in Law (taking into consideration such DIP Lender's policies and the policies of such DIP Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such DIP Lender, as the case may be, such additional amount or amounts, in each case as documented by such DIP Lender to the Borrower as will compensate such DIP Lender or such DIP Lender's holding company for any such reduction suffered; it being understood that to the extent duplicative of the provisions in Section 2.19, this Section 2.17(b) shall not apply to Taxes.

(c) Solely to the extent arising from a Change in Law, the Borrower shall pay to each DIP Lender (i) as long as such DIP Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the DIP Commitments or the funding of the DIP Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five (5) decimal places) equal to the actual costs allocated to such DIP Commitment or DIP Loan by such DIP Lender (as determined by such DIP Lender in good faith, which determination shall be conclusive absent manifest error) which in each case shall be due and payable on each date on which interest is payable on such DIP Loan, provided the Borrower shall have received at least fifteen (15) days' prior written notice (with a copy to the Administrative Agent) of such additional interest or cost from such DIP Lender. If a DIP Lender fails to give written notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen (15) days from receipt of such notice.

(d) A certificate of a DIP Lender setting forth the amount or amounts necessary to compensate such DIP Lender or its holding company, as the case may be, as specified in paragraph (a) or of this Section 2.17 and the basis for calculating such amount or amounts shall be delivered to the Borrower and shall be *prima facie* evidence of the amount due; provided however, that any determination by a DIP Lender of amounts owed pursuant to this Section 2.17 to such DIP Lender, and requests for payment therefor from the Borrower, due to any such Change in Law shall be made in good faith in a manner generally consistent with such DIP Lender's standard practice. The Borrower shall pay such DIP Lender the amount due within fifteen (15) days after receipt of such certificate.

(e) Failure or delay on the part of any DIP Lender to demand compensation pursuant to this Section 2.17 shall not constitute a waiver of such DIP Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a DIP Lender pursuant to this Section 2.17 for any increased costs or reductions incurred more than 180 days prior to the date that such DIP Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such

DIP Lender's intention to claim compensation therefor; provided, further that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The protection of this Section 2.17 shall be available to each DIP Lender regardless of any possible contention as to the invalidity or inapplicability of the law, rule, regulation, guideline or other change or condition which shall have occurred or been imposed.

(f) The Borrower shall not be required to make payments under this Section 2.17 to any DIP Lender if (A) a claim hereunder arises solely through circumstances peculiar to such DIP Lender and which do not affect commercial banks in the jurisdiction of organization of such DIP Lender generally (provided that this clause (A) shall not apply with respect to any payment under Section 2.17(a)(ii)) or (B) the claim arises out of a voluntary relocation by such DIP Lender of its applicable lending office (it being understood that any such relocation effected pursuant to Section 2.18 is not "voluntary").

Section 2.18 Mitigation Obligations; Replacement of Lenders.

(a) Mitigation of DIP Obligations. If any DIP Lender requests compensation under Section 2.17, or if the Borrower is required to pay any additional amount to any DIP Lender or any Governmental Authority for the account of any DIP Lender pursuant to Section 2.19 as a result of a Change in Law, then such DIP Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its DIP Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, to file any certificate or document reasonably requested by the Borrower or to take other reasonable measures, if, in the reasonable judgment of such DIP Lender, such designation or assignment (i) would eliminate or reduce materially amounts payable pursuant to Section 2.17 or Section 2.19, as the case may be, in the future, (ii) would not subject such DIP Lender to any unreimbursed cost or expense, (iii) would not require such DIP Lender to take any action inconsistent with its internal policies or legal or regulatory restrictions, and (iv) would not otherwise be disadvantageous to such DIP Lender. The Borrower shall pay all reasonable costs and expenses incurred by any DIP Lender in connection with any such designation or assignment. A certificate setting forth such costs and expenses submitted by such DIP Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

(b) Replacement of DIP Lenders. In the event (i) any DIP Lender delivers a certificate requesting compensation pursuant to Section 2.17, (ii) the Borrower is required to pay any additional amount to any DIP Lender or any Governmental Authority on account of any DIP Lender pursuant to Section 2.19 as a result of a Change in Law, (iii) any DIP Lender refuses to consent to any amendment, waiver or other modification of any DIP Loan Document requested by the Borrower that requires the consent of 100% of the DIP Lenders or 100% of all affected DIP Lenders and which, in each case, has been consented to by the Majority DIP Lenders (and, where applicable, to the extent expressly required by Section 11.08), as applicable, or (iv) any DIP Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon written notice to such DIP Lender and the Administrative Agent, require such DIP Lender to transfer and assign, without recourse (in accordance with and subject to restrictions contained in Section 11.02), all of its interests, rights and obligations under this Agreement to an Eligible Assignee pursuant to an Assignment and Acceptance (provided that the failure of such assigning DIP Lender to execute an Assignment and Acceptance shall not affect the validity and effect of such assignment and such assignment shall be recorded in the Register) which shall assume such assigned obligations (which Eligible Assignee may be another DIP Lender, if a DIP Lender accepts such assignment); provided that (v) in the case of any such assignment resulting from a claim for compensation under Section 2.17 or payments required to be made pursuant to Section 2.19, such assignment will result in a reduction in such compensation or payments thereafter, (w) in the case of any such assignment resulting from any DIP Lender becoming a Defaulting Lender due to its failure to fund its portion of the DIP Commitments, such assignment shall first be offered to each DIP Lender that is not a Defaulting Lender on a pro rata basis (with

any portion not accepted by any DIP Lender being then successively offered ratably to accepting DIP Lenders until all DIP Lenders have indicated they do not wish to accept any further such assignments) prior to being offered to any other Eligible Assignee, (x) such assignment shall not conflict with any applicable legal requirement and be made in accordance with Section 11.02(b)(iii), (y) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld or delayed, and (z) the Borrower or such assignee shall have paid to the affected DIP Lender in immediately available funds an amount equal to the sum of the principal of and interest accrued to the date of such payment on the outstanding DIP Loans of such DIP Lender affected by such assignment plus all Fees and other amounts owing to or accrued for the account of such DIP Lender hereunder; provided, further, that, if prior to any such transfer and assignment the circumstances or event that resulted in such DIP Lender's claim for compensation cease to cause such DIP Lender to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to result in amounts being payable under Section 2.19, as the case may be, or if such DIP Lender shall waive its right to claim further compensation under Section 2.17 in respect of such circumstances, then such DIP Lender shall not thereafter be required to make any such transfer and assignment hereunder. Each DIP Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such DIP Lender as assignor, any Assignment and Acceptance necessary to effectuate any assignment of such DIP Lender's interests hereunder in the circumstances contemplated by this Section 2.18(b).

Section 2.19 Taxes.

(a) Any and all payments by or on account of any DIP Obligation of the Borrower or any Guarantor hereunder or under any other DIP Loan Document (including fees) shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law; provided that if any Indemnified Taxes are required to be deducted or withheld from any amounts payable to the Agents, any DIP Lender or any other recipient of such payments (as the case may be), as determined in good faith by the applicable Withholding Agent, then (i) the sum payable by the Borrower or a Guarantor shall be increased as necessary so that after making all required deductions for any Indemnified Taxes (including deductions for any Indemnified Taxes applicable to additional sums payable under Section 2.19), the Agents, DIP Lenders or any other recipient of such payments (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable Withholding Agent shall make such deductions, and (iii) the applicable Withholding Agent shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) In addition, the Borrower or the Guarantors, as applicable, shall timely pay any Other Taxes (except any such Taxes or portions thereof that have been paid or will be paid under Section 2.19(a)) to the relevant Governmental Authority in accordance with applicable law, or at the option and upon written demand of any Agent timely reimburse it for the payment of any such Taxes (except any such Taxes or portions thereof that have been paid or will be paid under Section 2.19(a)) made on behalf of the Borrower or the Guarantors, as applicable, to the extent permitted by applicable law.

(c) [Reserved].

(d) The Borrower or the Guarantors, as applicable, shall indemnify each Agent, each DIP Lender or other Tax Indemnitee, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes paid by or on behalf of or withheld or deducted from payments owing or made to such Agent or such DIP Lender or such Tax Indemnitee, as the case may be, on or with respect to any payment by or on account of any DIP Obligation of the Borrower or the Guarantors hereunder or under any other DIP Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.19), whether or not such Indemnified Taxes were correctly or

legally asserted, and any penalties, interest and reasonable out-of-pocket costs and expenses arising therefrom or with respect thereto. A certificate as to the amount of such payment or liability delivered to the Borrower by a DIP Lender (with a copy to the Administrative Agent), or by any Agent on its own behalf or on behalf of a DIP Lender, shall be conclusive absent manifest error.

(e) As soon as practicable after any payment of Taxes by the Borrower or a Guarantor, as applicable, to a Governmental Authority pursuant to this Section 2.19, the Borrower or the Guarantor, as applicable, shall deliver to the Administrative Agent or other Tax Indemnitee, as applicable, 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 or such other Tax Indemnitee, as applicable.

(f) Each DIP Lender shall, within twenty (20) days after written demand therefor, indemnify each Agent (but only to the extent such Agent has not been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) for the full amount of any Taxes imposed by any Governmental Authority, in each case that are attributable to such DIP Lender and that are payable or paid by such Agent, together with all interest, penalties, reasonable out-of-pocket expenses arising therefrom or with respect thereto, as determined by such Agent in good faith. A certificate as to the amount of such payment or liability delivered to any DIP Lender by such Agent shall be conclusive absent manifest error.

(g) Any Tax Indemnitee that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under this Agreement 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 Tax Indemnitee, 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 Tax Indemnitee is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, a DIP Lender shall not be required to complete, execute or deliver any documentation pursuant to this Section 2.19(g) if in such DIP Lender's sole discretion exercised in good faith such completion, execution or delivery would subject such DIP Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such DIP Lender.

(h) [Reserved].

(i) If a payment made to a Tax Indemnitee under this Agreement or any DIP Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Tax Indemnitee 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 Tax Indemnitee shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law or 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 or the Administrative Agent to comply with its obligations under FATCA, to determine that such Tax Indemnitee has or has not complied with such Tax Indemnitee's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.19(i), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(j) If a Tax Indemnitee determines, in its reasonable sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by the Borrower or any Guarantor pursuant to this Section 2.19, it shall pay over such refund to the Borrower or the Guarantor (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or the Guarantor under this Section 2.19 with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes imposed or required to be withheld with respect to such refund) of such Tax Indemnitee and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that the Borrower or the Guarantors, upon the request of the Tax Indemnitee, agrees to repay the amount paid over to the Borrower or the Guarantors (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Tax Indemnitee in the event the Tax Indemnitee is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (j), in no event will the Tax Indemnitee be required to pay any amount to the Borrower or Guarantor pursuant to this paragraph (j) if, and then only to the extent, the payment of such amount would place such Tax Indemnitee in a less favorable net after-Tax position than the Tax Indemnitee would have been in if the Tax indemnification payments or additional amounts under this Section 2.19 giving rise to such refund had never been paid. This Section shall not be construed to require the Tax Indemnitee to make available its Tax Returns (or any other information relating to its Taxes which it deems confidential) to the Borrower, Guarantor or any other Person.

(k) The relevant Tax Indemnitees agree to reasonably cooperate, at the Borrower's expense, with the Borrower in connection with the Borrower's investigating alternatives for reducing or avoiding any Taxes indemnifiable hereunder and to use reasonable efforts to cooperate with the Borrower to avoid or minimize, to the greatest extent possible and permitted by applicable laws, any liability with respect to such Taxes, provided that such alternatives would not, in the sole opinion of such Tax Indemnitee exercised in good faith, result in any economic, legal, or regulatory disadvantage to such Tax Indemnitee; provided, further, that no Tax Indemnitee shall be obliged to take any action that would, in its good faith judgment, cause it to incur any loss, liability or cost, unless the Borrower agrees to reimburse the Tax Indemnitee therefor in manner reasonably satisfactory to such Tax Indemnitee.

(l) Each party's obligations under this Section shall survive the resignation or replacement of any Agent, any assignment of rights by, or the replacement of, a DIP Lender, the termination of the DIP Commitments, the termination of this Agreement and any other DIP Loan Document and the repayment, satisfaction or discharge of all DIP Obligations under any DIP Loan Document.

Section 2.20 Payments Generally; Pro Rata Treatment.

(a) The Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees, or of amounts payable under Section 2.17, or otherwise) prior to 1:00 p.m., New York City time, on the date when due, in immediately available funds in Dollars, without setoff or counterclaim. Any amounts received after such time on any date may, in the reasonable discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent pursuant to wire instructions to be provided by the Administrative Agent, except that payments pursuant to Sections 2.17, 2.19, 2.22 and 11.04 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(b) If at any time insufficient funds are received by and available to (x) the Administrative Agent (or, if applicable, received by and available to the DIP Lenders) to pay fully all DIP Obligations then due hereunder, such funds shall be applied (i) first, towards payment of fees, expenses, indemnities and other amounts then due to the Agents in their capacities as such, (ii) second, pro rata, towards Fees and expenses then due to the DIP Lenders under Section 11.04 hereof, and (iii) third, pro rata, to all other DIP Obligations.

(c) Unless the Administrative Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the DIP Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may (but shall have no obligation to), in reliance upon such assumption, distribute to the DIP Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the DIP Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such DIP 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 Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(d) If any Defaulting Lender shall fail to make any payment required to be made by it pursuant to Sections 2.04 or 9.04, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Defaulting Lender to satisfy such Defaulting Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.21 Illegality. If any DIP Lender determines that any law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any DIP Lender or its applicable lending office to make, maintain or fund DIP Loans whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such DIP Lender to the Borrower (through the Administrative Agent) (an "Illegality Notice"), (a) any obligation of the DIP Lenders to make Term SOFR DIP Loans, and any right of the Borrower to continue Term SOFR DIP Loans or to convert ABR DIP Loans to Term SOFR DIP Loans, shall be suspended, and (b) the interest rate on which ABR DIP Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate", in each case until each affected DIP Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from any DIP Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR DIP Loans to ABR DIP Loans (the interest rate on which ABR DIP Loans shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Alternate Base Rate"), on the last day of the Interest Period therefor, if all affected DIP Lenders may lawfully continue to maintain such Term SOFR DIP Loans to such day, or immediately, if any DIP Lender may not lawfully continue to maintain such Term SOFR DIP Loans to such day, in each case until the Administrative Agent is advised in writing by each affected DIP Lender that it is no longer illegal for such DIP Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any additional amounts required pursuant to Section 2.22.

Section 2.22 Break Funding Payments. In the event of (a) the payment of any principal of any Term SOFR DIP Loan other than on the last day of an Interest Period applicable thereto (including as a

result of the occurrence and continuance of an Event of Default), (b) the failure to borrow, convert, continue or prepay any Term SOFR DIP Loan on the date specified in any notice delivered pursuant hereto, or (c) the assignment (or reallocation) of any Term SOFR DIP Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18, then, in any such event, at the request of such DIP Lender, the Borrower shall compensate such DIP Lender for the loss, cost and expense sustained by such DIP Lender attributable to such event. Such loss, cost or expense to any DIP Lender shall be deemed to include an amount reasonably determined in good faith by such DIP Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such DIP Loan had such event not occurred, at the applicable rate of interest for such DIP Loan (excluding, however, the Applicable Margin included therein, if any), for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such DIP Loan), over (ii) the amount of interest (as reasonably determined by such DIP Lender) which would accrue on such principal amount for such period at the interest rate which such DIP Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the Dollar market. A certificate of any DIP Lender setting forth any amount or amounts (and the basis for requesting such amount or amounts) that such DIP Lender is entitled to receive pursuant to this Section 2.22 shall be delivered to the Borrower (with a copy to the Administrative Agent) and shall be prima facie evidence of the amount due. The Borrower shall pay such DIP Lender the amount due within thirty (30) days after receipt of such certificate.

Section 2.23 [Reserved].

Section 2.24 Right of Set-Off. Subject to the DIP Order, upon the occurrence and during the continuance of any Event of Default, each Agent and each DIP Lender (and their respective banking Affiliates) are hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness (including obligations owing under any derivatives positions) at any time owing by each such Agent or each such DIP Lender (or any of such banking Affiliates) to or for the credit or the account of the Borrower or the Guarantors against any and all of any such overdue amounts owing under the DIP Loan Documents, irrespective of whether or not such Agent or such DIP Lender shall have made any demand under any DIP Loan Document; provided that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off will be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.26(d) and, pending such payment, will be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of (or, if a trust is not recognized in the relevant jurisdiction, for the benefit of) the Administrative Agent and the DIP Lenders and (y) the Defaulting Lender will provide promptly to the Administrative Agent a statement describing in reasonable detail the DIP Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each DIP Lender agrees promptly to notify the Borrower and the Administrative Agent in writing after any such set-off and application made by such DIP Lender (or any of such banking Affiliates) and the Administrative Agent agrees promptly to notify the Borrower after any such set-off and application made by it (or any of its banking Affiliates), as the case may be, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each DIP Lender and each Agent under this Section 2.24 are in addition to other rights and remedies which such DIP Lender and Agent may have upon the occurrence and during the continuance of any Event of Default as provided for in the DIP Order.

Section 2.25 Payment of DIP Obligations. Subject to the provisions of Section 8.01, upon the maturity (whether on the Maturity Date, by acceleration or otherwise) of the DIP Obligations under this Agreement or any of the other DIP Loan Documents of the Borrower, the DIP Lenders shall be entitled to immediate Payment in Full of such DIP Obligations.

Section 2.26 Defaulting DIP Lenders.

(a) If at any time any DIP Lender becomes a Defaulting Lender, then the Borrower may, on ten (10) Business Days' prior written notice to the Administrative Agent and such DIP Lender, replace such DIP Lender by causing such DIP Lender to (and such DIP Lender shall be obligated to) assign pursuant to Section 11.02(b) (subject to any consents required by such Section) all of its rights and obligations under this Agreement to one (1) or more assignees; provided that neither the Administrative Agent nor any DIP Lender shall have any obligation to the Borrower to find a replacement DIP Lender or other such Person.

(b) Any DIP Lender being replaced pursuant to Section 2.26(a) shall (i) execute and deliver an Assignment and Acceptance with respect to such DIP Lender's outstanding DIP Commitments and DIP Loans, and (ii) deliver any documentation evidencing such DIP Loans to the Borrower and the Administrative Agent. Pursuant to such Assignment and Acceptance, (A) the assignee DIP Lender shall acquire all or a portion, as specified by the Borrower and such assignee, of the assigning DIP Lender's outstanding DIP Commitments and DIP Loans, (B) all obligations of the Borrower owing to the assigning DIP Lender relating to the DIP Commitments and DIP Loans so assigned shall be Paid in Full by the assignee DIP Lender to such assigning DIP Lender concurrently with such Assignment and Acceptance, and (C) upon such payment and, if so requested by the assignee DIP Lender, delivery to the assignee DIP Lender of the appropriate documentation executed by the Borrower in connection with previous Borrowings, the assignee DIP Lender shall become a DIP Lender hereunder and the assigning DIP Lender shall cease to constitute a DIP Lender hereunder with respect to such assigned DIP Commitments and DIP Loans, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning DIP Lender; provided that an assignment contemplated by this Section 2.26(b) shall become effective notwithstanding the failure by the DIP Lender being replaced to deliver the Assignment and Acceptance contemplated by this Section 2.26(b), so long as the other actions specified in this Section 2.26(b) shall have been taken, and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender shall constitute a waiver or release of any claim of any party hereunder arising from such DIP Lender's having been a Defaulting Lender.

(c) Anything herein to the contrary notwithstanding, if a DIP Lender becomes, and during the period it remains, a Defaulting Lender, during such period, such Defaulting Lender shall not be entitled to any fees accruing during such period pursuant to Section 2.10 (without prejudice to the rights of the Non-Defaulting Lenders in respect of such fees).

(d) Any amount paid by the Borrower or otherwise received by the Administrative Agent for the account of a Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity payments or other amounts) will not be paid or distributed to such Defaulting Lender, but shall instead be retained by the Administrative Agent in a segregated account and will be applied by the Administrative Agent, to the fullest extent permitted by law, to the making of payments from time to time in the following order of priority, until (subject to Section 2.26(e)) the termination of the DIP Commitments and Payment in Full of all DIP Obligations of the Borrower hereunder:

first, to the payment of any amounts owing by such Defaulting Lender to the Agents,

second, to the payment of the default interest and then current interest due and payable to the DIP Lenders which are Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such interest then due and payable to them,

third, to the payment of fees then due and payable to the DIP Lenders which are Non-Defaulting Lenders hereunder, ratably among them in accordance with the amounts of such fees then due and payable to them,

fourth, to the ratable payment of other amounts then due and payable to the DIP Lenders which are Non-Defaulting Lenders,

fifth, after the termination of the DIP Commitments and Payment in Full of all obligations of the Borrower hereunder, to pay amounts owing under this Agreement to such Defaulting Lender or as a court of competent jurisdiction may otherwise direct.

The Borrower may terminate the unused amount of the DIP Commitment of any DIP Lender that is a Defaulting Lender upon not less than fifteen (15) Business Days' prior written notice to the Administrative Agent (which shall promptly notify the DIP Lenders thereof), and in such event the provisions of this Section 2.26(d) will apply to all amounts thereafter paid by the Borrower for the account of such Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts), provided that (i) no Event of Default shall have occurred and be continuing and (ii) such termination shall not be deemed to be a waiver or release of any claim the Borrower, any Agent, or any DIP Lender may have against such Defaulting Lender.

(e) If the Borrower and the Administrative Agent agree in writing that a DIP Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Administrative Agent will so notify the DIP Lenders, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such DIP Lender shall purchase at par such portions of outstanding DIP Loans of the other DIP Lenders, and/or make such other adjustments, as the Administrative Agent may determine to be necessary to cause the DIP Lenders to hold DIP Loans on a pro rata basis in accordance with their respective DIP Commitments, whereupon such DIP Lender shall cease to be a Defaulting Lender and will be a Non-Defaulting Lender; provided that no adjustments shall be made retroactively with respect to fees accrued while such DIP Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender shall constitute a waiver or release of any claim of any party hereunder arising from such DIP Lender's having been a Defaulting Lender.

(f) Notwithstanding anything to the contrary herein, no Agent may be replaced hereunder except in accordance with the terms of Section 9.05.

SECTION 3

PRIORITY AND LIENS

Section 3.01 Liens.

(a) Subject in each case to the Carve-Out, any Permitted Priority Liens and the Legal Reservations, the DIP Obligations shall be secured by valid, binding, continuing, enforceable, fully-perfected, non-avoidable, automatically and properly perfected Liens on, and security interests in (such Liens and security interests, the "DIP Liens") to the extent required by the DIP Order and the other DIP Loan Documents, the DIP Collateral in the following order of priority pursuant to Bankruptcy Code section 364(c)(2), be secured by a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority security interest in and Lien on the DIP Collateral not otherwise subject to Permitted Priority Liens, subject only to the Carve-Out and the Legal Reservations.

(b) Pursuant to section 364(c)(1) and 507(b) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed superpriority administrative expense claims against the Obligors on a joint and several basis (without the need to file any proof of claim or request for administrative expense) with priority over any and all claims against the Obligors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code and any and all administrative expenses or other claims arising under sections 105, 326, 327, 328, 330, 331, 361, 364(c)(1), 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1113, or 1114 of the Bankruptcy Code (including adequate protection payments), and any other provision of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment Lien or other non-consensual Lien, levy, or attachment (the “DIP Superpriority Claims”), which DIP Superpriority Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, and which DIP Superpriority Claims shall be payable from and have recourse to all pre-petition and post-petition property of the applicable Obligors and all proceeds thereof in accordance with the other DIP Loan Documents, subject only to the Carve-Out and the terms of the DIP Loan Documents. The DIP Superpriority Claims shall be entitled to the full protection of section 364(e) of the Bankruptcy Code if the DIP Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(i) The DIP Superpriority Claims shall survive any conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or the dismissal of any of the Chapter 11 Cases.

(ii) The DIP Superpriority Claims shall be payable from and have recourse to all pre- and post-petition property of the Obligors and all proceeds thereof in accordance with the DIP Order.

(c) Notwithstanding any of the foregoing, the granting of security in the DIP Collateral shall be accomplished solely in the DIP Order and the Collateral Documents and, and no further actions shall be taken with respect thereto in any foreign jurisdiction or pursuant to any other filing, registration or documentation except as contemplated by Schedule 6.08 hereto (such actions enumerated therein, collectively, the “Perfection Exceptions”).

Section 3.02 Swedish Security Documents. Notwithstanding anything to the contrary in this Agreement or any other DIP Loan Document, the release of any DIP Lien granted or created under any security document governed by Swedish law shall (unless, in the case of a disposal of the pledged asset on arm’s length terms, all of the proceeds of the disposal of the asset are deposited on an account which is pledged (and such security interest is perfected) in favor of the Collateral Agent (on behalf of the DIP Secured Parties) or otherwise paid to the Collateral Agent for application towards the DIP Obligations in accordance with the terms of this Agreement) at all times be subject to the prior written consent of the Collateral Agent, such consent to be granted at the Collateral Agent’s sole discretion. Each DIP Secured Party from time to time party to this Agreement hereby authorizes the Collateral Agent to give such consent promptly on its behalf where such act or disposal is not prohibited under the terms of the DIP Loan Documents without notification or further reference to such DIP Secured Parties. This provision shall override any conflicting provisions in this Agreement or the other DIP Loan Documents.

SECTION 4

REPRESENTATIONS AND WARRANTIES

In order to induce the DIP Lenders to make DIP Loans hereunder, the Borrower and each of the Guarantors, for itself and each of its Subsidiaries, represent and warrant to the DIP Lenders and the Agents

as follows; provided that each of the representations and warranties of any Irish Obligor in this Section 4 are made solely with respect to such Irish Obligor, unless expressly required otherwise hereunder:

Section 4.01 Organization and Authority. It (a) (i) is duly organized, validly existing and in good standing (to the extent such concept is applicable in the applicable jurisdiction) under the laws of the jurisdiction of its organization or incorporation and (ii) is duly qualified and in good standing (to the extent such concept is applicable in the applicable jurisdiction) in each other jurisdiction in which the failure to so qualify would have a Material Adverse Effect and (b) subject to the entry by the Bankruptcy Court of the DIP Order, has the requisite corporate or limited liability company power and authority to effect the Transactions, to own or lease and operate its properties and to conduct its business as now or currently proposed to be conducted.

Section 4.02 Air Carrier Status; Permits; Aircraft Operator; Permits. Each of the Air Carrier Guarantors is authorized by the applicable Aviation Authority to lawfully engage in air transportation and to carry on scheduled commercial passenger service in all jurisdictions in which it operates commercial air transport services. The Air Carrier Guarantors possess all material certificates, franchises, licenses, permits, rights, designations, authorizations, exemptions, concessions, frequencies and consents which relate to the conduct of their business and operations as currently conducted (the "Permits"). On the date of this Agreement, the Borrower holds a valid AOC which remains in full force and effect, has not been suspended, revoked or cancelled and there are no threatened or pending proceedings for its suspension, revocation or cancellation. On the date of this Agreement, each Consortium Member holds a valid Operating License which remains in full force and effect, has not been suspended, revoked or cancelled and, to the best of the Borrower's knowledge and belief, there are no threatened or pending proceedings for its suspension, revocation or cancellation. Each Aircraft and each Engine of the Obligors is operated by a duly authorized and certificated air carrier in compliance with applicable law, who has complied with and satisfied all of the requirements of and is in good standing with the applicable Aviation Authority (to the extent such concept is applicable), and to otherwise lawfully operate, possess, use and maintain the applicable Aircraft and Engine in accordance with the DIP Loan Documents.

Section 4.03 Due Execution. Subject to the entry of the DIP Order and the terms thereof and the Legal Reservations, the execution, delivery and performance by it of each of the DIP Loan Documents to which it is a party (a) are within its corporate or limited liability company powers, have been duly authorized by all necessary corporate or limited liability company action, including the consent of shareholders or members where required, and do not (i) contravene its charter, constitution, by-laws or limited liability company agreement (or equivalent documentation), (ii) violate any applicable law (including, without limitation, the Securities Exchange Act of 1934) or regulation (including without limitation, Regulations T, U or X) or any material order or decree of any court or Governmental Authority applicable to it, (iii) except to the extent arising under the documents governing the Pre-Petition Indebtedness, conflict with or result in a breach of, or constitute a default under, any material indenture, mortgage or deed of trust or any material lease, agreement or other instrument binding on its members or any of their properties or (iv) result in or require the creation or imposition of any Lien upon any of its property other than the Liens granted pursuant to this Agreement or the other DIP Loan Documents; and (b) does not require the consent, authorization by or approval of or notice to or filing or registration with any Governmental Authority or any other Person, other than (i) the filings and consents contemplated by the Collateral Documents, (ii) approvals, consents and exemptions that have been obtained on or prior to the Closing Date and remain in full force and effect, (iii) consents, approvals and exemptions that the failure to obtain in the aggregate would not be reasonably expected to result in a Material Adverse Effect and (iv) routine reporting obligations.

Each DIP Loan Document to which it is a party has been duly executed and delivered by it. This Agreement and each of the other DIP Loan Documents to which it is a party, is its legal, valid and binding obligation, enforceable against it, in accordance with its terms, subject to the Legal Reservations and applicable

bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 4.04 Statements Made. The written information furnished by or on behalf of the Borrower to the Administrative Agent or any DIP Lender in connection with the negotiation of this Agreement (as modified or supplemented by other written information so furnished), taken as a whole as of the Closing Date did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein not misleading in light of the circumstances in which such information was provided; provided that with respect to projections, estimates or other forward looking information the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 4.05 Financial Statements; Material Adverse Effect.

(a) The audited consolidated financial statements of Parent and its Subsidiaries for the fiscal year ended October 31, 2021, filed with the Swedish Companies Registration Office (*Sw. Bolagsverket*), together with the unaudited condensed consolidated financial statements of Parent and its Subsidiaries for the fiscal quarter ended April 30, 2022, in each case, as amended, present fairly, in all material respects, in accordance with IFRS, the financial condition, results of operations and cash flows of Parent and its Subsidiaries on a consolidated basis as of such dates and for such periods.

(b) The DIP Budget has been based on good faith estimates and assumptions believed by such Persons to be reasonable at the time made, it being recognized by the DIP Lenders that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ from the projected results and such differences may be material.

Section 4.06 Ownership of Subsidiaries. As of the Closing Date, other than as set forth on Schedule 4.06 hereto, each of the Persons listed on Schedule 4.06 hereto is a Wholly-Owned Subsidiary (direct or indirect) of Parent and Parent owns no other Wholly-Owned Subsidiaries, either directly or indirectly.

Section 4.07 Use of Proceeds. The proceeds of the DIP Loans shall be used in accordance with Section 2.06 herein.

Section 4.08 Compliance with Laws. Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, the Borrower and each of the Guarantors is currently in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and ownership of its property, including, without limitations regulation issued by any applicable Aviation Authority.

Section 4.09 [Reserved].

Section 4.10 Ownership of Property. The Obligors have, in each applicable case, (i) good, sufficient and legal title to (in the case of fee or ownership interests in real or personal property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), (iii) good title to (in the case of any personal property or assets that constitute the DIP Collateral) and (iv) except as would not reasonably be expected to have a Material Adverse Effect, good title to (in the case of all other personal property), all properties and assets (in each case of the foregoing (i)-(iv), other than Intellectual Property,

which is the subject of Section 4.11) owned or leased, as applicable by such Obligor free and clear of all Liens other than Liens permitted under Section 7.03, except, in each case, for assets disposed of in accordance with the terms hereof or the DIP Order.

Section 4.11 Intellectual Property. Except as would not reasonably be expected to have a Material Adverse Effect, (i) each of the Obligors owns, or has a valid and enforceable right, whether express or implied, to use, all Intellectual Property that is used in the conduct of their respective businesses as currently conducted; (ii) no Adverse Proceeding is pending or threatened in writing against any Obligor (or, to the knowledge of any Obligor, otherwise threatened) by any Person (1) challenging the right of an Obligor to use any Intellectual Property owned by or licensed to such Obligor, (2) challenging the validity of any Intellectual Property owned by an Obligor or (3) claiming infringement, misappropriation or any other violation by an Obligor of any right in Intellectual Property of any Person, and (iii) neither the Intellectual Property used in nor the operation of the business of each Obligor as currently conducted infringes, misappropriates or otherwise violates any rights in Intellectual Property of any Person.

Section 4.12 Perfected Security Interests. Upon entry of the DIP Order, the DIP Order shall be effective to create in favor of the Collateral Agent, for the benefit of the DIP Secured Parties, a legal, valid, enforceable and perfected security interest under the laws of the United States in the DIP Collateral, without the necessity of the execution of security agreements, pledge agreements, financing agreements or other agreements with the priority as provided in Section 3.01, as and to the extent contemplated by and described in the DIP Order and the Collateral Documents. For the avoidance of doubt, but without affecting the first sentence of this Section 4.12, the DIP Loan Documents will not require, subject only to the Perfection Exceptions, the execution, filing or recording of mortgages in respect of real property.

Section 4.13 Insurance. The properties of the Borrower and the Guarantors are insured with financially sound and reputable insurance companies which are not Affiliates of the Borrower, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties and assets in localities where the Borrower or the applicable Guarantor operates, as are necessary to ensure that Uninsured Liabilities of the Borrower and/or any Guarantors are not reasonably likely to result in a Material Adverse Effect.

Section 4.14 Payment of Taxes. Unless otherwise specified in Schedule 4.14 hereto:

(a) The Borrower and the Guarantors have (i) timely filed or caused to be filed all income and other material Tax Returns and reports required to have been filed by them and (ii) have paid or caused to be paid when due all income and other material Taxes required to have been paid by them (whether or not shown on any Tax Return), taking into account any applicable extensions, other than such Taxes, if any, that are being contested in good faith by appropriate proceedings and subject to maintenance of adequate reserves in accordance with IFRS, and subject to any terms or conditions set forth in any order entered by the Bankruptcy Court with respect to the Debtors' *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Fees and (II) Granting Related Relief* (ECF No. 10) (such orders, collectively, the "First-Day Tax Order"). All such Tax Returns are true, complete and correct in all material respects.

(b) There are no pending or (to the Borrower's knowledge) threatened audits or claims relating to the assessment or collection of Taxes with respect to the Borrower and the Guarantors or any unresolved questions or claims concerning the Tax liability of the Borrower and the Guarantors.

(c) There are no encumbrances of record for Taxes against the assets of the Borrower and the Guarantors.

(d) The Borrower and the Guarantors have deducted or withheld and timely paid over to the proper Governmental Authorities all Taxes required to have been deducted or withheld and paid over, and have complied with all information reporting, withholding and backup withholding requirements.

(e) The Borrower and the Guarantors do not have liability for the Taxes of another person as a transferee, successor, by contract, or pursuant to applicable law save in the case of the Debtors incorporated in Ireland which are members of an Irish VAT group, in which case each member of any such VAT group is jointly and severally liable for the VAT liabilities of all VAT group members.

(f) The Borrower and the Guarantors do not have liability for the Taxes of another person as a transferee, successor, by contract, or pursuant to applicable law.

Section 4.15 Employee Matters.

(a) Unless otherwise specified in Schedule 4.15 hereto, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Obligors are not engaged in any unfair labor practice, and there is no (i) unfair labor practice charge or complaint pending against any Obligor or, to the knowledge of the Obligors, threatened by or on behalf of any employees of the Obligors, (ii) material grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Obligor or, to the knowledge of the Obligors, threatened against any Obligor or (iii) strike, work stoppage or other labor dispute against any of the Obligors or, to the knowledge of the Obligors, threatened against any Obligor.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the Obligors are in compliance with all applicable laws respecting employment, discrimination in employment, terms and conditions of employment, worker classification, wages, hours and occupational safety and health and employment practices.

(c) Unless otherwise specified in Schedule 4.15(c), neither the Obligor nor any ERISA Affiliate maintains any Pension Plan or any other material “employee benefit plan” within the meaning of Section 3(3) of ERISA (each, a “Benefit Plan”). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect,

(i) no ERISA Event has occurred or is reasonably expected to occur,

(ii) each Pension Plan and Benefit Plan has been adopted and administered in accordance with its terms and complies with applicable law and there are no pending or, to the knowledge of the Obligors or an ERISA Affiliate, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Pension Plan or Benefit Plan.

(d) The present value of all accumulated benefit obligations under each Pension Plan (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Pension Plan by any material amount, and the present value of all accumulated benefit obligations of all underfunded Pension Plans (based on the assumptions used for purposes of Statement of Financial Accounting Standards No. 87) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Pension Plans by an amount that is material. The Withdrawal Liability to the Obligors and ERISA Affiliates as of the last day of the most recent fiscal year of each Multiemployer Plan if such Obligors and ERISA Affiliate had withdrawn from all Multiemployer Plans would not, in the aggregate, reasonably be expected to result in any liability.

(e) With respect to each employee benefit scheme or arrangement mandated by a government other than the United States, maintained, contributed to, or required to be contributed to by any Obligor (a “Foreign Government Scheme or Arrangement”) and with respect to each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) maintained, contributed to, or required to be contributed to, by any Obligor that is not subject to United States law (a “Foreign Plan”), except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) all employer and employee contributions, and all insurance premium payments (if applicable), required by law or by the terms of any Foreign Government Scheme or Arrangement or any Foreign Plan have been timely made, funded, reserved, secured by way of an insurance policy or, accrued, in accordance with normal accounting practices, (as applicable);

(ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for each Foreign Plan funded through insurance or the book reserve established for each Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations, as of the date hereof, with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles;

(iii) each Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities and if any such Foreign Plan is intended to qualify for special tax treatment, it meets all applicable requirements to qualify for such tax treatment; and

(iv) no proceeding, audit, assessment, complaint or examination has been made, commenced or, to any Obligor’s knowledge, threatened with respect to any Foreign Plan (other than routine claims for benefits payable in the ordinary course of business).

Section 4.16 Sanctions; Anti-Corruption; Anti-Money Laundering Laws.

(a) Neither Parent nor any of its Subsidiaries, or their respective directors or officers, nor to their knowledge, their Affiliates or their Affiliates’ employees, has engaged in any activity or conduct which would comprise a material violation of any applicable Anti-Corruption Laws, Sanctions, or Anti-Money Laundering Laws, in any applicable jurisdiction, and Parent and its Subsidiaries are presently in compliance in all respects with applicable Anti-Corruption Laws and Anti-Money Laundering Laws and have instituted and maintain in place policies and procedures designed to promote compliance with such laws.

(b) Neither Parent nor any of its Subsidiaries, or their respective directors or officers, nor to their knowledge, their Affiliates is an individual or entity (for the purposes of this Section 4.16, a “Person”), that is: (i) the target of any Sanctions, (ii) located, organized or resident in a country or territory that is the subject of Sanctions broadly prohibiting dealings with such country or territory (on the Closing Date, Cuba, Iran, North Korea, Syria, the Crimea Region of Ukraine, the so-called Donetsk People’s Republic, and the so-called Luhansk People’s Republic, each, a “Sanctioned Country”), or (iii) a Person with whom dealings are prohibited or restricted by reason of a relationship of ownership or control with any Person described in (i) or (ii) (any of the foregoing, a “Sanctioned Person”). “Sanctions” shall mean any economic or trade sanctions enacted, imposed, administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, the United Kingdom and/or

any other Governmental Authorities with jurisdiction over any country or territory in which any Obligor or any of its Subsidiaries are organized or resident.

(c) Neither the Obligors, nor to the Borrower's knowledge based on the information available to it after due inquiry, any Person acting on their behalf in connection with the DIP Loans (A) are; or (B) are more than 50% owned by, controlled by, or are acting on behalf of, a Sanctioned Person.

(d) None of the proceeds in connection with this Agreement will be used, lent, contributed, or otherwise made available, directly or indirectly, to fund or finance any activities or business of or with any Person that is a Sanctioned Person or in any Sanctioned Country in violation of Sanctions.

(e) The representations and warranties set forth in Section 4.16 above made by or on behalf of any foreign Subsidiary are subject to and limited by any requirement of law applicable to such foreign Subsidiary; it being understood and agreed that to the extent that any foreign Subsidiary is unable to make any such representation or warranty set forth in Section 4.16 as a result of the application of this sentence, such foreign Subsidiary shall be deemed to have represented and warranted that it is in compliance, in all material respects, with any equivalent requirement of law relating to anti-terrorism, anti-corruption or anti-money laundering that is applicable to such foreign Subsidiary in its relevant local jurisdiction of organization.

(f) Notwithstanding anything herein to the contrary, this Section 4.16 shall be subject in all respects to the EU Blocking Regulation.

Section 4.17 [Reserved].

Section 4.18 DIP Order.

(a) The DIP Order is in full force and effect and has not been vacated, reversed, terminated or stayed. The DIP Order has not been modified or amended in any manner, except as expressly permitted hereunder.

(b) Upon the occurrence of the Maturity Date (whether by acceleration or otherwise), the DIP Secured Parties shall, subject to Section 8.01 and the applicable provisions of the DIP Order, be entitled to immediate payment of the Borrower's DIP Obligations, and to enforcement of the remedies provided for under the DIP Loan Documents in accordance with the terms thereof and the DIP Order, without further application to or order by the Bankruptcy Court.

Section 4.19 Appointment of Trustee or Examiner; Liquidation. No order has been entered in any of the Obligors' Chapter 11 Cases (a) for the appointment of a chapter 11 trustee, (b) for the appointment of a responsible officer or examiner (other than a fee examiner) having enlarged powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under section 1104 of the Bankruptcy Code or (c) to convert any of the Obligors' Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or to dismiss any of the Obligors' Chapter 11 Cases.

Section 4.20 Environmental Compliance.

(a) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each of the Obligors and the operations are in compliance with all Environmental Laws and Environmental Permits applicable to such Obligor.

(b) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each of the Obligor has been and is in compliance with all Environmental Laws and Environmental Permits, all Environmental Permits are in full force and effect, and to the knowledge of the Obligor, no actions to revoke or materially change the Environmental Permits are anticipated.

(c) There are no pending or, to the knowledge of the Borrower, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify any of the Environmental Permits.

(d) All Hazardous Materials generated, Used, treated, handled or stored at, or transported to or from, any real property currently or formerly owned, leased or operated by any Obligor have been disposed of in a manner not reasonably expected to result in a Material Adverse Effect; and, with respect to any real property formerly owned, leased or operated by such Obligor, all Hazardous Materials generated, Used, treated, handled, stored or transported by or, to the knowledge of the Borrower have been disposed of, in a manner that would not reasonably be expected to result in a Material Adverse Effect.

(e) There are no Environmental Claims pending or, to the knowledge of the Borrower, threatened, including any such Environmental Claims pending or threatened against the Obligor or any of their respective properties (including any properties or assets that constitute DIP Collateral under the terms of the DIP Loan Documents), that are reasonably expected to have a Material Adverse Effect, and all past material non-compliance with Environmental Laws and Environmental Permits and any past Environmental Claims have been resolved without ongoing material obligations or costs.

(f) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of the Borrower, there are no conditions or circumstances existing at, on, or under any real property owned, leased or operated by any Obligor that are likely to result in any Environmental Liability or requirement for investigation or assessment or remedial or response or other corrective action relating to any presence, actual or threatened Release or Use of Hazardous Materials to be imposed on, or asserted against, the Obligor.

(g) Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Obligor is undertaking, or has completed, any investigation or assessment or remedial or response action relating to any presence, actual or threatened Release or Use of Hazardous Materials at any site, location or operation.

Section 4.21 Slots. The Borrower has been allocated, and holds, the rights and title to its Material Pledged Slots free and clear of all Liens, other than Liens created pursuant to the terms of the DIP Loan Documents. Such Material Pledged Slots are recorded in the name of the Borrower in the Coordinator Baseline. Each Consortium Member has, prior to the date of this Agreement, established Historic Precedence in respect of the Material Pledged Slots and there exists no material violation of the Applicable Slots Regulations that could reasonably result in the termination, cancellation or withdrawal of such Material Pledged Slot by the Coordinator. No Material Pledged Slot in respect of the current Season forms part of a Series of Slots that is on the date of this Agreement a Series of Slots at Risk.

Section 4.22 JOLCO Aircraft.

(a) The Borrower has not rejected any JOLCO Lease and the JOLCO Financing Documents in respect of each JOLCO Aircraft are in full force and effect.

(b) Each JOLCO Aircraft is leased by the Borrower pursuant to JOLCO Financing Documents.

- (c) No notice of termination in respect of any JOLCO Lease has been issued.

Section 4.23 Financed Aircraft: The Borrower is the legal owner of each Financed Aircraft.

SECTION 5

CONDITIONS OF LENDING

Section 5.01 Conditions Precedent to Effectiveness of the DIP Commitments. The effectiveness of the DIP Commitments of each DIP Lender provided in this Agreement shall be subject to satisfaction of the following conditions precedent (unless waived in writing in accordance with Section 11.08 by the Administrative Agent (acting at the direction of the Majority DIP Lenders)).

(a) DIP Agreement. The Borrower (or its counsel) shall have received duly executed copies of (x) this Agreement by (A) each DIP Lender and (B) each Agent (y) the Agent Fee Letter by each Agent and (z) the Advisor Fee Letter by Apollo Global Funding, LLC.

(b) Breakup Fee Order. The Bankruptcy Court shall have entered an order approving the Breakup Fee Motion in form and substance reasonably satisfactory to the Majority DIP Lenders (the “Breakup Fee Order”) within five (5) Business Days after the date on which the Breakup Fee Motion is filed with the Bankruptcy Court, and the Breakup Fee Order (i) shall be in full force and effect, and shall not have been vacated, reversed, or stayed and (ii) shall not have been modified or amended, except as otherwise agreed to in writing by (x) the Administrative Agent and (y) the Majority DIP Lenders.

(c) Additional Work Fee. The DIP Lenders (or their designees) shall have received the Additional Work Fee pursuant to Section 2.10(c).

(d) Patriot Act; Beneficial Ownership Regulation. (i) The Agents and each DIP Lender that has requested the same shall have received at least three (3) days prior to the Closing Date all documentation and other information reasonably requested in writing by them at least eight (8) Business Days prior to the Closing Date that they shall have reasonably determined is required by the applicable regulatory authorities to comply with applicable “know your customer” and Anti-Money Laundering Laws, rules and regulations, including the PATRIOT Act and (ii) to the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, at least five (5) days prior to the Closing Date, the Agents and any DIP Lender that has requested the same, in a written notice to the Borrower at least ten (10) days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification.

(e) 13-Week Cash Flow. The Administrative Agent and the DIP Lenders (or their respective counsel) shall have received the Initial 13-Week Forecast.

(f) SAS Forward Plan. The Administrative Agent and the DIP Lenders (or their respective counsel) shall have received the SAS Forward Plan.

Section 5.02 Conditions Precedent to Effectiveness of this Agreement and Each DIP Loan. The effectiveness of this Agreement and obligation of the DIP Lenders to make each DIP Loan, including the initial DIP Loans in the Interim Funding Amount and subsequent DIP Loans in the Final Funding Amount, shall be subject to the satisfaction (or waiver in accordance with Section 11.08) of the following conditions precedent:

(a) Executed Counterparts of the DIP Loan Documents. The Administrative Agent and the DIP Lenders (or their respective counsel) shall have received duly executed copies of the DIP Loan Documents by (A) each Obligor and (B) each of the other parties thereto, other than those DIP Loan Documents that are to be delivered after the Closing Date in accordance with Section 6.08.

(b) Corporate and Other Proceedings. The Administrative Agent and the DIP Lenders (or their respective counsel) shall have received from each Obligor a certificate, executed by a Responsible Officer of such Obligor attaching: (i) a copy of the resolutions of the Board of Directors (or similar body) or shareholders (as required pursuant to applicable law) of such Obligor (or a duly authorized committee thereof) authorizing (A) the execution, delivery and performance of this Agreement and the other DIP Loan Documents to which such Obligor is party (and any other agreements relating thereto) and (B) in the case of the Borrower, the extensions of credit contemplated hereunder; (ii) copies of the organizational or constitutional documents (or any document of similar import) of each of the Obligors, certified by a Responsible Officer of such Obligor; (iii) to the extent available as a matter of law in the jurisdiction of incorporation of an Obligor, a certificate of good standing (or such other document of similar import to the extent such document is in existence in the relevant jurisdiction) with respect to such Obligor from the secretary of state (or comparable body), or the relevant companies' registry of the jurisdiction in which such Obligor is organized, dated as of a recent date, if applicable and (iv) signature and incumbency certificates of the Responsible Officers (to the extent such document is in existence in the relevant jurisdiction) of each Obligor executing the DIP Loan Documents to which it is a party.

(c) Opinions of Counsel. With respect to the effectiveness of this Agreement, the Administrative Agent and the DIP Lenders (or their respective counsel) shall have received customary legal opinions from (i) Swedish counsel to the Swedish Obligors, (ii) Norwegian counsel to the Administrative Agent and the DIP Lenders, (iii) Danish counsel to the Danish Obligors, (iv) Irish counsel to the Irish Obligors in respect of the capacity and authority under Irish law of the Irish Obligors, each in form and substance reasonably satisfactory to the Administrative Agent and the Majority DIP Lenders.

(d) Officer's Certificate. With respect to the effectiveness of this Agreement, the Administrative Agent and the DIP Lenders (or their respective counsel) shall have received an Officer's Certificate of the Borrower, dated the Closing Date, confirming compliance with the conditions of lending set forth in this Section 5.02.

(e) Notice. With respect to any Borrowing, the Administrative Agent shall have received a Loan Request pursuant to Section 2.02 with respect to each Borrowing three (3) Business Days prior to funding.

(f) No Default. On the date of each DIP Loan, no Default or Event of Default, shall have occurred and be continuing nor shall any such Event of Default or Default, as the case may be, occur by reason of the making of the requested Borrowing and, in the case of each DIP Loan, the application of proceeds thereof.

(g) Representations and Warranties. All representations and warranties contained in this Agreement and the other DIP Loan Documents shall be, to the knowledge of the Borrower, true and correct in all material respects on and as of the date of the Borrowing of such DIP Loan (both before and after giving effect thereto and, in the case of each DIP Loan, the application of proceeds therefrom) with the same effect as if made on and as of such date except to the extent such representations and warranties expressly relate to an earlier date and in such case as of such date; provided that any representation or warranty that is qualified by materiality or "Material Adverse Effect" shall be true and correct in all respects, as though made on and as of the applicable date, before and after giving effect to such DIP Loan

(h) Compensation, Fees and Expenses. The Agents and the DIP Lenders shall have received all compensation and all reasonable and documented transaction costs, fees, expenses (including, without limitation, any fees payable on the Closing Date pursuant to Section 2.10 and reasonable and documented (i) (w) legal fees of Ropes & Gray LLP, as counsel for the Agents, in connection with the preparation negotiation and execution of the DIP Loan Documents, (x) one primary counsel for the DIP Lenders, (y) one special aviation counsel for the DIP Lenders and (z) one additional counsel for the DIP Lenders in Denmark, Ireland, Norway, Sweden and each other applicable jurisdiction and (ii) fees of tax, operational advisors and financial consultants, investment bankers and other advisors for the DIP Lenders, in each case to the extent invoices have been presented at least two (2) Business Days prior to the Closing Date).

(i) Consents. All material governmental and third party consents and approvals necessary in connection with the financing (including the granting and, subject to Sections 4.12 and 6.08, perfecting of the security interests with respect to the DIP Collateral) listed on Schedule 5.01 hereto shall have been obtained, in form and substance reasonably satisfactory to the Agents and the Majority DIP Lenders, and be in full force and effect.

(j) DIP Order. The Bankruptcy Court shall have entered the DIP Order not later than thirty (30) days the date on which the DIP Lenders shall have delivered a countersigned version of this Agreement to the Borrower, and the DIP Order (i) shall be in full force and effect and shall not have been vacated, reversed, or stayed and (ii) shall not have been modified or amended, except as otherwise agreed to in writing by (x) the Agents and (y) the Majority DIP Lenders.

(k) Trustee. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code, or examiner or receiver with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed or designated with respect to the Obligors or their respective business, properties or assets under any of the Chapter 11 Cases

(l) Dismissal; Conversion. No Chapter 11 Cases of the Obligors shall have been dismissed or converted to cases under chapter 7 of the Bankruptcy Code, nor shall any Obligor have filed a motion or other pleading seeking the dismissal of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise, or seeking the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

(m) No Material Adverse Effect. Since the Petition Date, there shall have been no development, event, effect, condition or occurrence that, individually or in the aggregate, has had a Material Adverse Effect.

(n) Updated 13-Week Cash Flow. The Administrative Agent and the DIP Lenders shall have received an Updated 13-Week Forecast.

(o) Cape Town Interests. Neither the Borrower, any Consortium Member nor Gorm Engine Management Limited is, prior to the completion of the registration of the International Interests created by the Collateral Documents specified in Schedule 6.08, subject to any insolvency proceedings (as defined under the Cape Town Treaty), other than the proceedings in respect of the Chapter 11 Cases.

(p) Bankruptcy Milestones. Each of the applicable Bankruptcy Milestones shall have been satisfied or waived in writing in accordance with Section 11.08, to the extent applicable.

(q) Cost Savings. Only with respect to the Final Borrowing:

(i) the Debtors shall have achieved reductions in leased aircraft fleet and restructuring of existing aircraft leases, which, in conjunction with new lease arrangements (i) in the reasonable determination of the Majority DIP Lenders, substantially achieve the aggregate fleet savings in the SAS Forward Plan and (ii) such fleet savings will be achieved for a minimum of 5 years (the “Fleet Reduction”);

(ii) the Debtors shall have:

(A) delivered each of the collective bargaining agreement (each, a “CBA”) proposals to applicable employee representatives of each key union (including, without limitation, (i) Flight deck: Svensk Pilotforening, Dansk Pilotforening, Norske SAS Pilots Forening, Scannor Flygerforening and FPU), (ii) Cabin crew: Unionen, CAU, Norsk Kavinfoening (NFK), SAS Norge Kavinfoening (SNK) and FPU and (iii) Svenska Transportarbetareförbundet, Svensky Flygteknikerforening, Parat/ YS, Klubb 537, 3F SAS Tech, Fellesforbundet/ LO and 3F) seeking permanent modifications to the applicable CBAs (the “Labor Savings”) designed to substantially achieve the corresponding cost reductions included in the SAS Forward Plan;

(B) settled with the negotiating committees of the unions described above regarding modification of the applicable CBAs which (i) in the reasonable determination of the Majority DIP Lenders, substantially achieve the aggregate Labor Savings in the SAS Forward Plan and (ii) such Labor Savings shall be for a minimum of 5.5 years (the “CBA Settlements”); and

(C) delivered to the DIP Lenders a certification that the CBA Settlements (i) have been approved and ratified by the applicable unions and by each applicable and required Federal / Local labor authority and (ii) in the aggregate, substantially achieve the unit costs detailed in the SAS Forward Plan applicable to the unions, as applicable in the Reasonable Discretion of the Majority DIP Lenders (the foregoing clauses (ii)(A) through (ii)(C), collectively, the “Labor Cost Savings”); and

(iii) (a) the Borrower shall have delivered an officer’s certificate from its chief financial officer (or equivalent officer) that attaches and certifies to a schedule (the “Cost Savings Schedule”) of net reductions in costs and other operating improvements (including Labor Cost Savings, Fleet Reductions and other identified cost savings and/or operating improvements specifically identified therein) calculated on an in-year realized basis and a cumulative basis at the normalized booking volume levels set forth in the SAS Forward Plan (defined as available seat kilometers as specified in the SAS Forward Plan) and the Cost Savings Schedule (collectively, “Cost Savings”) that are factually supportable and that the Debtors reasonably expect to achieve based upon binding agreements in effect at the time of delivery of the Cost Savings Schedule or any other specific definitive action taken by the Debtors to implement such Cost Savings prior to the delivery of the Cost Savings Schedule, with the form of the Cost Savings Schedule to be mutually agreed between the Debtors and the Majority DIP Lenders prior to the Closing Date and, in any event, shall include the quantum of such Cost Savings and the underlying factual and documentation support therefor (including copies of the applicable binding agreements, where applicable); and (b) the Majority DIP Lenders shall be satisfied in their Reasonable Discretion that Parent shall have substantially achieved on a consolidated basis at least (x) the SEK 7.5 billion of annual Cost Savings identified in the SAS Forward Plan for the fiscal year ending October 31, 2026 (the “In-Year Cost Savings Target”), it being understood and agreed that the achievement of less than 90% of the In-Year Cost Savings Target shall not constitute a substantial achievement of the Cost Savings required by this sub-clause (b)(x) and (y) the SEK 24.787 billion of cumulative Cost

Savings identified in the SAS Forward Plan for the cumulative period commencing with the fiscal year ending October 31, 2023 and ending with the fiscal year ending October 31, 2026 (the “Cumulative Cost Savings Target”), it being understood and agreed that the achievement of less than 90% of the Cumulative Cost Savings Target shall not constitute a substantial achievement of the Cost Savings required by this sub-clause (b)(y).

(r) Collateral Documents. With respect to any Borrowing, the Administrative Agent and the DIP Lenders shall have received (i) duly executed copies of the Collateral Documents listed on Schedule 6.08 by (A) each applicable Obligor and (B) each of the other parties thereto (it being acknowledged and agreed that, in the case of the Financed Aircraft and the JOLCO Aircraft, the provisions of Section 6.20 shall apply) and (ii) all other deliverables listed on Schedule 6.08.

(s) Opinions. In the case of the Initial Borrowing, the Administrative Agent shall have received: (i) a legal opinion from English counsel to the Administrative Agent and the Majority DIP Lenders (taken as a whole) as to matters of English law; (ii) a legal opinion from Danish counsel to the Obligors as to matters of Danish law; (iii) a legal opinion from Norwegian counsel to the Administrative Agent and the Majority DIP Lenders (taken as a whole) as to matters of Norwegian law; (iv) a legal opinion from Swedish counsel to the Obligors in respect of the capacity and authority under Swedish law of the Swedish Obligors and Swedish counsel to the DIP Lenders in respect of the enforceability of any Collateral Document to which a Swedish Obligor is a party; and (v) a legal opinion of Irish counsel to the Irish Obligors in respect of the capacity and authority under Irish law of the Irish Obligors and Irish counsel to the DIP Lenders in respect of the enforceability of any Collateral Document to which an Irish Obligor is a party, each addressed, and in the form and substance satisfactory, to the Administrative Agent and the Collateral Agent (for the benefit of the DIP Secured Parties) and the Majority DIP Lenders.

(t) Intercompany Facility Agreement. The Administrative Agent and the DIP Lenders shall have received duly executed copy of the Intercompany Facility Agreement and the Collateral Assignment Agreement by (A) each Obligor party thereto and (B) each of the other parties thereto.

(u) Management Rights. Prior to or on the Closing Date, if a DIP Lender is, or intends to qualify as, a “venture capital operating company” within the meaning of U.S. Department of Labor Regulation 2510.3-101, then the Borrower and any other Obligor agrees to execute a management rights letter in favor of such DIP Lender which would qualify as “management rights” for purposes of such regulation in the form reasonably requested by the DIP Lender.

(v) No Event of Loss. No Event of Loss shall have occurred in respect of any Collateral Aircraft, Collateral Airframe or Collateral Engine the value of which, when aggregated with the value of any other Collateral Aircraft, Collateral Airframe or Collateral Engine in respect of which an Event of Loss has occurred, exceeds US\$50,000,000.

(w) Form of the Cost Savings Schedule. With respect to the effectiveness of this Agreement, the DIP Lenders shall have received a form of the Cost Savings Schedule satisfactory to the Majority DIP Lenders (it being understood and agreed that the Majority DIP Lenders (or their counsel acting upon direction and on behalf of the Majority DIP Lenders) shall confirm such satisfaction via electronic mail with reference to this Section 5.02(w)).

For the purposes of determining compliance with the conditions specified in Sections 5.01 and 5.02, each DIP Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a DIP Lender unless the Administrative Agent shall have received written

notice from such DIP Lender prior to the proposed Closing Date, or the date of any proposed borrowing, as applicable, specifying its objection thereto.

SECTION 6

AFFIRMATIVE COVENANTS

From the date hereof and for so long as the DIP Commitments remain in effect and until all DIP Obligations are Paid in Full (and for the avoidance of doubt, each of the covenants of an Irish Obligor in this Section 6 are made solely with respect to such Irish Obligor, unless expressly required otherwise hereunder):

Section 6.01 Financial Statements, Reports, etc. The Borrower shall deliver to the Administrative Agent on behalf of the DIP Lenders:

(a) Quarterly Financials. As soon as available and in any event on or before the date that is seventy-five (75) days after the end of each of the first three quarterly accounting periods in each fiscal year of Parent and its Subsidiaries, English language versions of the consolidated financial statements of Parent and its Subsidiaries, in each case as at the end of such quarterly period, that includes a statement of financial position (the "Statement of Financial Position"), a statement of comprehensive income (the "Statement of Comprehensive Income"), a statement of changes in equity (the "Statement of Changes in Equity"), a cash flow statement and notes (the "Cash Flow Statement and Notes"), comprising a summary of the significant accounting policies for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly period, and setting forth comparative consolidated figures for the related periods in the prior fiscal year or, in the case of such consolidated balance sheet, for the last day of the prior fiscal year, all of which shall be certified by a Responsible Officer of Parent as having been prepared in accordance with IFRS subject to changes resulting from audit and normal year-end audit adjustments and shall include certificates of a Responsible Officer of Parent as to compliance with the terms of this Agreement;

(b) Annual Financials. As soon as available and in any event on or before the date that is one hundred and fifty (150) days after the end of each fiscal year of Parent, English language versions of the consolidated financial statements of Parent and its Subsidiaries as at the end of such fiscal year, that includes the Statement of Financial Position, the Statement of Comprehensive Income, the Statement of Changes in Equity, a Cash Flow Statement and Notes, comprising a summary of the significant accounting policies, setting forth comparative consolidated figures for the preceding fiscal year, and certified by an independent certified public accountant of recognized national standing;

(c) Notices of Events of Default. Promptly after a Responsible Officer of any of the Obligors obtains actual knowledge thereof, notice of the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto;

(d) Notices of Employee Plan. Prompt notice of the occurrence of any event or circumstance relating to any Plan, Foreign Government Scheme or Arrangement or Foreign Plan that would reasonably be expected to have a Material Adverse Effect;

(e) Notice of ERISA Event. Prompt notice of the occurrence of any ERISA Event or any liability under any other Benefit Plan or Foreign Plan that would reasonably be expected to have a Material Adverse Effect or any other liability in respect of an Employee Benefit Plan (as defined below) which could have priority over any obligations of the Obligors under this Agreement;

(f) Notice of Noncompliance. Prompt notice after any officer of the Borrower or a Guarantor obtains actual knowledge of any noncompliance with applicable law that could reasonably be expected to result in a Material Adverse Effect;

(g) Notice of Litigation. Prompt notice after any officer of the Borrower or a Guarantor becomes aware of any actions, suits, proceedings or investigations pending or, to the knowledge of the Borrower or any Guarantor, threatened against the Borrower or such Guarantor or any of their respective properties (including any properties or assets that constitute DIP Collateral under the terms of the DIP Loan Documents), before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that (i) are likely to have a Material Adverse Effect or (ii) would reasonably be expected to affect the legality, validity, binding effect or enforceability of the DIP Loan Documents or, in any material respect, the rights and remedies of the Agents or the DIP Lenders thereunder or in connection with the Transactions;

(h) Quarterly Reporting. Within (i) seventy-five (75) calendar days after the end of each of the first three fiscal quarters of Parent and (ii) one hundred and fifty (150) days after the end of each fiscal year of Parent, Parent will provide a report certified by the Chief Financial Officer of Parent showing the actual unaudited consolidated income statement, balance sheet and cash flow statement results, as included in Parent's interim report, for such quarter compared to the applicable period in the SAS Forward Plan along with an explanation for all material variances thereto including commentary on actual results compared to underlying assumptions;

(i) DIP Reporting. Commencing two full weeks after the Closing Date and thereafter at the end of each two-week period ending thereafter (a) an Updated 13-Week Forecast in form and substance reasonably acceptable to the Majority DIP Lenders and certified by the Chief Financial Officer for the week beginning 14 days prior and the twelve (12) consecutive weeks thereafter, set forth on a weekly basis and (b) a variance report showing actual cash receipts and disbursements for the four (4) week period ending two weeks prior to the reporting date and providing an explanation to all material variances to the applicable 13-Week Forecast.

(j) Financial Covenants Reporting. Commencing with the month ending on August 31, 2022, within (x) five (5) Business Days after the end of each calendar month in the case of the Minimum Liquidity Covenant a report showing the actual Consolidated Liquidity as of the end of such month and (y) ten (10) Business Days after the end of each calendar month in the case of the Cumulative Cash Burn Covenant, a report showing the calculation of the Cumulative Cash Burn as of the end of such month, such report to be similar in detail and line-item breakout to the forecast published on July 27, 2022 (v150c) and to show actual results for the applicable reporting month and for each month after the month ending on July 31, 2022 and prior to the applicable reporting month, including adjustments for any excluded items set forth in the definition of the "Cumulative Cash Burn, in each case along with an Officer's Certificate signed by the Chief Financial Officer of the Borrower certifying compliance with each such Financial Covenant.

(k) Lender Calls. At the reasonable request of the Majority DIP Lenders, the Borrower will host bi-weekly conference calls, at a time selected by the Borrower and reasonably acceptable to the Administrative Agent and the Majority DIP Lenders, with the DIP Lenders to review the Updated 13-Week Forecast provided pursuant to Section 6.01(i) and any other commercial updates requested by the Majority DIP Lenders.

(l) Bankruptcy Matters. As soon as reasonably practicable, (1) prior written notice of any assumption or rejection of any Obligor's material contracts pursuant to section 365 of the Bankruptcy Code; (2) copies of all the Obligors' pleadings, motions, orders and other documents in the Chapter 11 Cases that materially affect the Agents, the DIP Lenders, or their respective rights and remedies under the

DIP Loan Documents, including the DIP Order and any motion seeking approval thereof and any Chapter 11 Plan and any disclosure statement related thereto, each of which shall be reasonably satisfactory to the Agents and the Majority DIP Lenders; and (3) copies of all other material and substantive pleadings and orders in the Chapter 11 Cases in each case, to the extent reasonably practicable, by the earlier of (A) three (3) days prior to being filed on behalf of the applicable Obligor(s) with the Bankruptcy Court and (B) the time such documents are provided by or on behalf of any Obligor to the U.S. Trustee or the Creditors' Committee; and (4) substantially contemporaneously with the filing or distribution thereof, copies of all financial information and non-privileged information distributed by or on behalf of any Obligor to the Creditors' Committee;

(m) Information. Such other material information regarding the DIP Collateral (including, without limitation, any information regarding the use, location and condition of any Collateral Aircraft, Collateral Airframe or Collateral Engine) and to the extent not constituting MNPI (solely with respect to Public Lenders), or otherwise subject to attorney/client privilege, confidentiality obligations, the rules of any relevant stock exchange, multilateral trading facility or other trading venue or any other customary limitations on information which would be in breach of any applicable law or regulation, the operations, the business affairs and financial condition of the Obligors, in each case as the Administrative Agent or the Majority DIP Lenders, may reasonably request from time to time;

(n) Patriot Act; Beneficial Ownership Regulation. Promptly following any request therefor, information and documentation reasonably requested by any Agent or any DIP Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation; and

(o) Event of Loss / Recovery Event. If an Event of Loss or Recovery Event of any Pledged Aircraft, Collateral Airframe or Collateral Engine occurs, the Borrower shall promptly notify the Administrative Agent in writing upon becoming aware of such event.

Subject to the next succeeding sentence, information delivered pursuant to this Section 6.01 to the Administrative Agent may be made available by the Administrative Agent to the DIP Lenders by posting such information to the Platform. Information required to be delivered pursuant to this Section 6.01 by the Borrower shall be delivered pursuant to Section 11.01 hereto. Information required to be delivered pursuant to Section 6.01(a) or (b) (to the extent not made available as set forth above) shall be deemed to have been delivered to the Administrative Agent on the date on which the Borrower provides written notice to the Administrative Agent that such information has been posted on the Parent's general commercial website on the Internet (to the extent such information has been posted or is available as described in such notice), as such website may be specified by Parent to the Administrative Agent from time to time and provides to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Information required to be delivered pursuant to this Section 6.01 shall be in a format which is suitable for transmission.

Any notice or other communication delivered pursuant to this Section 6.01, or otherwise pursuant to this Agreement, shall be deemed to contain MNPI unless (i) expressly marked by the Borrower or the Guarantors as "PUBLIC", (ii) such notice or communication consists of copies of the Parent's public filings with the Swedish financial supervisory authority or any equivalent foreign regulatory authority, as applicable, or (iii) such notice or communication has been posted on Parent's general commercial website on the Internet, as such website may be specified by Parent to the Administrative Agent from time to time.

Section 6.02 Taxes. The Borrower shall, and shall ensure that the Guarantors shall, (i) timely and correctly file all income and other material Tax Returns and (ii) pay all income and other material Taxes (including, for the avoidance of doubt, any Indemnified Taxes, without duplication of any indemnification

obligations set forth under any DIP Loan Document) before the same shall become delinquent (taking into account any applicable extensions and subject to any terms or conditions set forth in the First-Day Tax Order) other than Taxes being contested in good faith by appropriate proceedings and subject to maintenance of appropriate reserves in accordance with IFRS.

Section 6.03 DIP Proceeds Account. At all times, the Obligors shall (a) maintain the unused proceeds of the funded DIP Loans in the Controlled Account in the United States and (b) withdraw any such proceeds from such Controlled Account only in the amounts and when contemplated by the DIP Budget.

Section 6.04 Corporate Existence. The Borrower and the Guarantors shall do or cause to be done all things reasonably necessary to preserve and keep in full force and effect:

(a) their corporate existence, and the corporate, partnership or other existence, in accordance with their respective organizational documents (as the same may be amended from time to time); and

(b) their rights (charter and statutory), governmental approvals, and material franchises; provided, however, that the Borrower and the Guarantors shall not be required to preserve any such right or franchise, or the corporate, partnership or other existence, if any of their respective Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of Parent and its Subsidiaries, taken as a whole, and that the loss thereof would not, individually or in the aggregate, have a Material Adverse Effect.

Section 6.05 Compliance with Laws. The Borrower and each of the Guarantors shall comply, and Parent shall cause each of its Subsidiaries to comply, in all material respects, with all applicable laws, rules, regulations and orders of any Governmental Authority applicable to it or its business or property, and, notwithstanding the foregoing, but subject, in each case, to the EU Blocking Regulation, to comply in all material respects with applicable Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws.

Section 6.06 Licensing.

(a) Each Air Carrier Guarantor shall possess and maintain at all times, all necessary certificates, exemptions, licenses, designations, authorizations and consents required by any applicable Aviation Authority or Airport Authority or any other Governmental Authority that are necessary for the conduct of its business and operations as currently conducted, in each case, except where a failure to so possess or maintain would not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower shall: (i) in accordance with Article 8 of the EU Licensing Regulation, at all times maintain an AOC and comply with all the requirements for maintaining the same, (ii) comply with all applicable requirements to ensure that it maintains its status as an “air carrier” for the EU Licensing Regulation and do all things necessary to ensure that it continues to satisfy the applicable eligibility criteria for the allocation and reallocation of LHR Slots under the UK Slots Regulation and maintain and/or procure all consents and licenses in relation thereto, (iii) provide a copy of any Licensing Notice received by it from time to time to the Administrative Agent immediately upon receipt of the same, together with its proposals for remedying any concerns identified by the Relevant Licensing Authority in the relevant Licensing Notice and (iv) following receipt of a Licensing Notice, provide each Agent or the Majority DIP Lenders with such further information as it or they may request regarding the status of its AOC and/or any process or proceedings with respect to its suspension, withdrawal or revocation.

(c) Each Consortium Member shall: (i) in accordance with Article 8 of the EU Licensing Regulation, at all times maintain an Operating License issued by the Aviation Authority of its jurisdiction of incorporation, (ii) provide a copy of any Licensing Notice received by it from time to time to the Administrative Agent immediately upon receipt of the same, together with its proposals for remedying any concerns identified by the Relevant Licensing Authority in the relevant Licensing Notice, (iii) following receipt of a Licensing Notice, promptly apply for a Temporary Operating License, (iv) following receipt of a Licensing Notice, provide each Agent or the Majority DIP Lenders with such further information as it or they may request regarding the status of its Operating License, any proceedings with respect to its suspension, withdrawal or revocation and/or any application, process or proceedings with respect to the grant, renewal, suspension, withdrawal or revocation of a Temporary Operating License and (v) upon issuance of a Temporary Operating License, provide a certified true copy of the same to the Administrative Agent and thereafter promptly provide such information regarding the status of such Temporary Operating License as each Agent or the Majority DIP Lenders may request.

Section 6.07 Collateral Ownership. Subject to the provisions described (including the actions permitted) under Section 7.01 and Section 7.05 hereof, each of the Grantors will continue to maintain its interest in and right to use all property and assets (tangible or intangible) material for the conduct of its business, taken as a whole. Each Obligor shall use, operate and maintain the DIP Collateral in the same manner and with the same care as shall be the case with similar assets owned by such Obligor (including without limitation, Aircraft, Engines and Spare Parts) without discrimination. The Borrower and each other Guarantor shall remain a Wholly Owned Subsidiary, directly or indirectly, of Parent, except, to the extent not otherwise prohibited under the DIP Loan Documents.

Section 6.08 Post-Closing Obligations. Parent shall, and shall cause its Subsidiaries, to complete the actions set forth in Schedule 6.08 within the time periods set forth therein (or such longer period as agreed by the Administrative Agent (acting at the direction of the Majority DIP Lenders in their reasonable discretion)).

Section 6.09 Insurance. The Borrower and the Guarantors shall:

(a) keep all DIP Collateral that is tangible property insured at all times against such risks, including risks insured against by extended coverage, as is prudent and customary in each case with companies of the same or similar size in the same or similar businesses and predominately operating in the same jurisdictions as the Borrower and Guarantors;

(b) maintain in full force and effect, in respect of each Collateral Aircraft, Collateral Airframe and/or Collateral Engine, (1) "All Risks" hull insurance on such Collateral Aircraft, Collateral Airframe or Collateral Engine against loss or damage, including war and allied perils and war risk and related insurance on such Collateral Aircraft, Collateral Airframe or Collateral Engine which shall be maintained on an agreed value basis for not less than the Required Insurance Value of such Collateral Aircraft, Collateral Airframe or Collateral Engine; (2) aircraft and airline general third party, bodily injury and property damage, passenger, baggage, cargo and mail liability insurance with respect to such Collateral Aircraft, Collateral Airframe, or Collateral Engine, as is prudent and customary in each case with companies of the same or similar size in the same or similar businesses and predominately operating in the same jurisdictions as the Borrower and Guarantors, against claims for property damage occurring upon, in, about or in connection with the use of such DIP Collateral for a combined single limit, in respect of legal liability insurance covering bodily injury/property damage (inclusive of liability to third parties, passengers, baggage, cargo and mail), of not less than seven hundred fifty million Dollars (US\$750,000,000), in each case, per any one accident/occurrence per Aircraft and in the annual aggregate in respect of products liability insurance. War and Allied risks usually included in AVN 52 E will also be covered and the cover for such risks shall be no less (as to the amounts and to the risks covered) than the war cover from time to

time effected by the majority of airline companies of equal rank in Europe in relation to similar aircraft. In the event that neither the Borrower nor airlines similar to the Borrower are reasonably able to obtain such a minimum coverage of insurance including third party liability insurance coverage then the parties agree to discuss in good faith which course of action shall be appropriate. and (3) all insurances maintained in respect of a Pledged Aircraft (other than a Financed Aircraft), Collateral Airframe or Collateral Engine shall name the Collateral Agent as additional insured;

(c) maintain such other insurance or self-insurance as may be required by law and to the extent the terms and conditions of coverage are not specified by law, they shall contract insurance in compliance with what is provided by law and as is prudent and customary in each case with companies of the same or similar size in the same or similar businesses and predominately operating in the same jurisdictions as the Borrower and Guarantors;

(d) with respect to DIP Collateral, to the extent obtainable in the applicable jurisdiction (i) ensure that general property insurance and general liability insurance policies are endorsed to the Collateral Agent's reasonable satisfaction for the benefit of the Collateral Agent (including, without limitation, by naming the Collateral Agent as certificate holder, mortgagee and loss payee or additional insured) and (ii) ensure that such endorsements shall state that such insurance policies shall not be cancelled or materially adversely changed without at least thirty (30) days' prior written notice thereof, except in the case of a cancellation or material adverse change resulting from war, which shall require at least seven (7) days', or such shorter notice used in the insurance market in the event of certain other occurrences, prior written notice thereof, by the respective insurer to the Collateral Agent; and

(e) notwithstanding the above, with respect to each Pledged Aircraft, Collateral Airframe and Collateral Engine: (i) comply with any requirements for the Insurances that the Collateral Agent or the Majority DIP Lenders may from time to time reasonably stipulate based on what is generally available in the leading international aviation insurance markets so that (1) the scope and level of cover are maintained in line with the best industry practice; and (2) the interests of the DIP Secured Parties continue to be fully protected; and (ii) maintain, in full force and effect, insurance (or reinsurance) in the international aviation insurance market with reputable and internationally recognized insurance companies and through reputable and internationally recognized insurance brokers.

Section 6.10 Additional Guarantors and Grantors; Additional Collateral.

(a) Subject to the approval by the Bankruptcy Court, Parent will, within thirty (30) days following filing a Subsidiary's chapter 11 petition, cause such Subsidiary that becomes a debtor under the Chapter 11 Cases after the Closing Date to execute joinder agreements and amendments to this Agreement and the other DIP Loan Documents and related schedules and exhibits thereto, in each case as necessary to cause such Subsidiary to become a Guarantor and Grantor hereunder and thereunder and in form and substance reasonably satisfactory to the Agents and the Majority DIP Lenders.

(b) In the event any Obligor acquires or otherwise owns any new assets constituting DIP Collateral, including without limitation, any new unencumbered Aircraft, the Borrower and each other Obligor shall, within thirty (30) days of obtaining such new DIP Collateral, execute, acknowledge and deliver or shall cause to be executed, acknowledged and delivered, all such further agreements, instruments, notices, authorizations, certificates, documents, opinions, surveys or appraisals as are necessary and consistent with Schedule 6.08, or that the Collateral Agent or the Majority DIP Lenders shall reasonably request, in order to create, perfect, protect and/or maintain, as applicable, the priorities, control rights, transfers, security interests and remedies of the Collateral Agent for the benefit of the DIP Secured Parties and/or of the Security Trustee, for the benefit of the Collateral Agent, as applicable, with respect to the such DIP Collateral with the priority set forth in Section 3.01 and required or purported to be made or granted

pursuant to the terms of the applicable Collateral Documents; provided that, notwithstanding the foregoing, no actions shall be required to be taken by any Obligor with respect to any assets that would otherwise constitute DIP Collateral but for their disposition pursuant to a Sale and Leaseback transaction permitted in accordance with Sections 7.01, 7.09 and 7.10 hereof.

Section 6.11 Further Assurances. Subject to the Collateral Documents, upon the reasonable request of the Collateral Agent or the Majority DIP Lenders, each Obligor shall, but only to the extent required by the Perfection Exceptions, execute, acknowledge and deliver or shall cause to be executed, acknowledged and delivered, all such further agreements, instruments, certificates or documents, that such Collateral Agent or the Majority DIP Lenders shall reasonably request in order to ensure and perfect, as applicable, the priorities, rights, security interests and remedies of the DIP Collateral for the benefit of the DIP Secured Parties with respect to the DIP Collateral.

Section 6.12 Material Pledged Slots. The Borrower shall:

(a) ensure that it is at all times noted as the holder of each of the Material Pledged Slots on the Coordinator Baseline;

(b) utilize its Material Pledged Slots in a manner consistent with the Applicable Slots Regulations as may be necessary to preserve its right to hold, use and remain entitled to the retention and reallocation of its Material Pledged Slots, taking into account any waivers or other relief granted to it under the Applicable Slots Regulations;

(c) cause to be done all things necessary to maintain Historic Precedence with respect to the Material Pledged Slots and to preserve and keep in full force and effect its rights in and to use and to remain entitled to the retention and reallocation of its Material Pledged Slots, including, without limitation, satisfying any applicable Use or Lose Rule;

(d) deliver to the Administrative Agent and the Collateral Agent a revised Slot Table setting out the details of each of the LHR Slots held by it (i) promptly upon allocation or reallocation of any LHR Slots to the Borrower in relation to any Season and (ii) promptly upon any timing adjustment being made pursuant to sub-paragraph (A) of the proviso in Section 7.08(c);

(e) immediately notify the Administrative Agent and Collateral Agent in writing upon any Actual Cancellation which results in any Material Pledged Slot becoming a Potential Series of Slots at Risk and thereafter promptly provide such information as each Agent or the Majority DIP Lenders may reasonably request regarding the usage and/or operation of the Material Pledged Slots until such time as no Material Pledged Slot is a Potential Series of Slots at Risk;

(f) if at any time any person that has signed a Slot Transfer Form ceases to be an acceptable signatory to the Coordinator to execute such Slot Transfer Form on behalf of the Borrower, the Borrower shall promptly procure that four (4) new Slot Transfer Forms are validly executed (but otherwise left blank) by an Acceptable Signatory and delivered to the Collateral Agent; and

(g) promptly upon receipt of the same, provide a copy of any notice received from the Coordinator in respect of any threatened or imposed withdrawal of a Material Pledged Slot as a result of an intentional and repeated misuse of Material Pledged Slots pursuant to the Misuse of Slots Enforcement Code published by the Coordinator pursuant to Regulation 18 of the UK Slots Regulations 2006.

Section 6.13 Use of Proceeds. The proceeds from the DIP Loans will be used by the Borrower and the Guarantors as provided in Section 2.06 herein.

Section 6.14 Cash Management System. Until all DIP Obligations outstanding hereunder are Paid in Full, the Obligors shall, and shall cause their respective Subsidiaries to, maintain their cash management systems in accordance with the Cash Management Order (including the month-end settlement of intercompany balances between Debtors and Subsidiaries of Parent that are not Debtors), the DIP Order and the Collateral Documents. Upon the occurrence and during a continuance of any Event of Default, Parent shall cause all of its non-Obligor Subsidiaries to repay any outstanding balances of the Intercompany Loans owed at such time by such non-Obligor Subsidiaries to any Obligors.

Section 6.15 Call Option.

(a) During the Call Option Election Period, the Parent shall provide each DIP Lender with the right to elect (the “Call Option”) to subscribe for (either (x) directly or through one or more Affiliates and/or funds or separate accounts managed, advised or sub-advised by their respective Affiliates or (y) through, subject to the prior written consent of Parent (not to be unreasonably withheld), other designees, other than any person or entity listed on the Disqualified Lender List), common equity interests of SAS AB (publ) or any successor parent company of the reorganized Debtors (“Ultimate Parent”), by (x) subscribing for common equity interests of Ultimate Parent by converting some or all of the DIP Obligations held by such DIP Lender and/or (y) subscribing for common equity interests of Ultimate Parent in exchange for cash, in each case which subscription shall be consummated as of the effective date of the Chapter 11 Plan if and when the conditions set forth below are satisfied. Notwithstanding anything herein to the contrary, the Parent may elect, by delivering written notice (email being sufficient) to the Administrative Agent and the initial DIP Lender, if still a DIP Lender at such time, in accordance with Section 11.01 during the thirty (30) day period following receipt by Parent from the DIP Lender(s) of a Call Option Exercise Notice (as hereinafter defined), to reject the DIP Lenders’ election of the Call Option. In the event that the Parent does not timely reject the exercise of the Call Option in accordance with the previous sentence, the Call Option exercise shall be deemed accepted by the Parent for all purposes hereunder. The value of the equity interests of Parent that may be received upon such subscription shall be calculated based on, at the election of the DIP Lender(s), an amount up to the greater of (i) the amount of DIP Obligations, together with all accrued interest thereon, and Fees payable hereunder, as of the effective date of the Chapter 11 Plan, and (ii) \$700,000,000 plus an amount equal to the interest that would accrue, except for any interest that is paid in cash, in accordance with Section 2.07 from the date of the Initial Borrowing through the effective date of the Chapter 11 Plan, plus all Fees that would be payable under Section 2.10(h) of this Agreement (including, for the avoidance of doubt, the Exit Fee) (with each DIP Lender being entitled to subscribe for its pro rata portion of such amount based upon its holdings of DIP Loans), and assuming a total enterprise value of Parent and its Subsidiaries and Affiliates of \$3,200,000,000 calculated in accordance with the methodology set forth on Schedule 6.15(a) hereto. The DIP Lender(s) may exercise the Call Option by delivering written notice (email being sufficient) to the Parent in accordance with Section 11.01 during the Call Option Election Period indicating the DIP Lenders’ intent to exercise the Call Option and the dollar amount for which the DIP Lenders’ are electing to exercise the Call Option (a “Call Option Exercise Notice”). Notwithstanding the foregoing, the subscription for common equity interests of Parent by conversion of DIP Obligations and/or in exchange for cash as a result of exercise of the Call Option by the DIP Lender(s) pursuant to this Section 6.15 shall be consummated once the following conditions are met: (i) receipt of all required regulatory approvals, as determined by the Parent (and its Subsidiaries) and the Majority DIP Lenders in good faith, (ii) receipt of Parent shareholder approval, (iii) tax structuring of such conversion and/or subscription in form and substance reasonably acceptable to the Majority DIP Lenders and Parent, (iv) governance of Parent and its subsidiaries (including any new operating agreements or amendments or amendments and restatements to existing operating agreements) reasonably acceptable to the Majority DIP Lenders and Parent, (v) structuring of the issuance of the equity interests of Parent to the DIP Lenders contemplated by this Section 6.15 in such other form as may be required to comply with regulatory requirements as determined by the Debtors and the Majority DIP Lenders and reasonably acceptable to the to the other party, as applicable, so long as such form of

equity does not have any material rights greater than the rights held by the other holders of Parent's common equity, (vi) no Event of Default having occurred hereunder and is continuing, (vii) all conditions to effectiveness of the Chapter 11 Plan having been satisfied in accordance therewith, (viii) the effective date of the Chapter 11 Plan has occurred and such date is on or before the nine (9) month anniversary of the date of exercise of the Call Option and (ix) no action, suit, claim or other proceeding shall have been filed by any Parent shareholder with respect to the transactions necessary to effect the consummation of the Call Option which has or would reasonably be expected to have a Material Adverse Effect pursuant to clause (a) of the definition of Material Adverse Effect (provided, that for purposes of this clause (ix), in addition to the other exceptions set forth in clause (a) of the definition of Material Adverse Effect, other than any effects arising from or related to the breach of this Agreement by the DIP Lenders).

(b) In addition to its obligations under Section 6.01 hereof, from time to time and during the Call Option Election Period, the Borrower will provide the DIP Lenders with all information reasonably requested by the DIP Lenders in connection with their (i) evaluation of (x) the Call Option or (y) any of the transactions described in the definition of Call Option Election Period, including financial information and forecasts of the Debtors, an updated cost saving schedule (specifying the latest savings amounts for each cost saving category included in the SAS Forward plan), an updated business plan (including a five year (or longer) outlook with P&L, cash flow and balance sheet detail), estimates of each of the items set forth on Schedule 6.15(a) as of such date and the anticipated effective date of a Chapter 11 Plan, and reasonable access to management and the books and records of Borrower and the Guarantors, and (ii) determination of regulatory approvals required or advisable (including, without limitation, antitrust approvals) and the drafting and preparation of submissions to the relevant regulators, in connection with exercise and consummation of the Call Option; provided, further, that the Parent shall provide the DIP Lenders with access to the same diligence information provided to prospective counterparties or financing sources for an alternative transaction to the Call Option at the same time as disclosed to such third parties or their advisors. Notwithstanding anything to the contrary in the foregoing provisions of this Section 6.15(b), (A) in no event shall the Borrower (or any of its Affiliates) be obligated to provide any (1) access or information in violation of any applicable law, stock exchange regulation or any order of the Bankruptcy Court, (2) information the disclosure of which would reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to the Borrower or any of its Affiliates relating to such information, or (3) information the disclosure of which would cause the Borrower or any of its Affiliates to breach a confidentiality obligation to which it is bound (provided, Borrower will use reasonable efforts to provide redacted copies or a summary of such information in such a way as not to breach a confidentiality obligation) and (B) any access contemplated by this Section 6.15(b) shall not unreasonably interfere with any of the businesses, personnel or operations of the Borrower or any of its Affiliates.

(c) In the event that DIP Lenders exercise the Call Option, the DIP Lenders will negotiate with Parent and the Danish government in good faith to permit the Danish government (or its designee acceptable to the Majority DIP Lenders) to subscribe for up to \$250,000,000 of common equity interests of Parent on the same economic terms as the Call Option and such other terms as are customary for an investment of such size.

(d) Upon the issuance of common equity of Parent to the DIP Lenders pursuant to the exercise of the Call Right and upon effectiveness of the Chapter 11 Plan, such common equity of Parent shall be issued in dematerialized form registered with Euroclear Sweden, free and clear of all liens and Parent shall so represent and warrant. Further, Parent shall represent and warrant that such common equity of Parent shall be, upon issuance thereof to the DIP Lenders that exercised the Call Right and after subscription therefor and payment therefor (in immediately available funds or conversion of DIP Obligations, as applicable), and upon registration thereof with the Swedish Companies Registration Office, duly authorized, validly issued and, as applicable, fully paid and non-assessable. At such closing, all of the

parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate in connection therewith.

(e) In the event that (i) the Debtors pursue any transaction that triggers the Call Option Election Period, (ii) the DIP Lenders do not exercise the Call Option with respect thereto and (iii) either (x) the applicable transaction is not consummated for any reason or (y) there is a material modification to the material economic terms of the applicable transaction (including, without limitation, a reduction in the total enterprise value of the Parent and its Subsidiaries and its Affiliates) (a “Material Modification”), then the provisions of this Section 6.15 (including, without limitation, the Call Option) shall again become effective and the Call Option shall apply to any applicable subsequent transaction or transaction to which there has been a Material Modification, in either case, pursued by the Debtors in accordance with this Section 6.15. The Debtors shall not file with the Bankruptcy Court documentation with respect to a transaction that triggers the Call Option Election Period (as specified in such definition) unless such filing, or the documentation attached as an exhibit to such filing, includes the total enterprise value of the Parent and its Subsidiaries and Affiliates.

Section 6.16 Tag Right.

(a) The Borrower hereby agrees that, if any third party or group thereof enters into an agreement with Parent or any of the Debtors (a “Tag Transaction”) to subscribe for any equity interests, or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, equity interests of Parent or any of the Debtors (the “Offered Interests”), then the Parent or applicable Debtor shall offer the DIP Lenders (each, a “Tag-Along Rightholder”) the right (the “Tag Right”) to subscribe for such DIP Lender’s pro rata portion (based on such DIP Lender’s portion of DIP Obligations on the applicable date as compared to the total amount of DIP Obligations on such date) of up to thirty percent (30%) of the Offered Interests (the “Proportionate Percentage”) at the same price and on the same terms proposed to be issued to such third party or group thereof; provided that in the event that the Call Option is exercised for less than all of the DIP Obligations prior to the delivery of the Tag Right Notice (as defined below), the amount of the Tag Right shall be reduced by the applicable difference; provided, further, that such Tag-Along Rightholder shall be permitted to assign (x) to its Affiliates and/or funds or separate accounts managed, advised or sub-advised by its Affiliates or (y) subject to the prior written consent of Parent (not to be unreasonably withheld), to other designees, other than any person or entity listed on the Disqualified Lender List, some or all of its Tag Right to subscribe for such Tag-Along Rightholder’s Proportionate Percentage of the Offered Interests; and provided, further, that a Tag-Along Rightholder shall be permitted to convert its DIP Obligations into some or all of its Proportionate Percentage of Offered Interests as well as any Offered Interests specified pursuant to Section 6.16(c) at the same price per share as set forth in the Tag Right Notice. The Parent shall offer to issue to each DIP Lender its Proportionate Percentage of Offered Interests, which shall be specified by the Parent or applicable Debtor in a written notice delivered to each such DIP Lender, which such notice shall also (w) state the name and address of the proposed third party or group thereof, (x) state the number and amount of Offered Interests proposed to be issued and all material terms and conditions thereof, (y) state the portion of the Offered Interests available for subscription by such DIP Lender, and (z) include a representation that the third party subscriber has been informed of the “tag-along” rights provided in this Section 6.16 (the “Tag Right Notice”). The Tag Right Notice shall be given to such Tag-Along Rightholder at least thirty (30) days prior to any issuance of such Offered Interests). The Tag Right shall by its terms remain open for a period of at least fifteen (15) Business Days from the date of receipt of the Tag Right Notice by the Tag-Along Rightholder (such period, the “Tag Right Notice Period”) and shall specify the date on which the Offered Interests will be issued to participating Tag-Along Rightholders and other third parties (which shall be at least thirty (30) days but not more than two hundred and seventy (270) days from the date of receipt of the Tag Right Notice by such Tag-Along Rightholder). The failure of any Tag-Along Rightholder to

respond to the Tag Right Notice during the Tag Right Notice Period shall be deemed a waiver of such Tag-Along Rightholder's Tag Right.

(b) Each Tag-Along Rightholder shall have the right, during the Tag Right Notice Period, to exercise the Tag Right by delivering written notice (email being sufficient) to the Parent specifying the amount of Offered Interests that such Tag-Along Rightholder elects to subscribe for (a "Notice of Acceptance"), whether the subscription shall occur via cash in immediately available funds, conversion of some or all of such Tag-Along Rightholder's DIP Obligations or some combination thereof, in each case at the subscription price and on the terms stated in the Tag Right Notice.

(c) Each Tag-Along Rightholder shall have the additional right to offer in its Notice of Acceptance to subscribe for any of the Offered Interests not accepted for subscription by any other Tag-Along Rightholders, in which event such Offered Interests not accepted by such other Tag-Along Rightholders shall be deemed to have been offered to and accepted by the Tag-Along Rightholders exercising such additional right under this Section 6.16(c) pro rata in accordance with their respective Proportionate Percentages (determined without regard to those Tag-Along Rightholders not electing to subscribe for their full respective Proportionate Percentages under Section 6.16(a)) on the same terms and conditions as those stated in the Tag Right Notice, but in no event shall any such electing Tag-Along Rightholder be allocated a number of Offered Interests in Parent or other applicable Debtor in excess of the maximum number of Offered Interests such Tag-Along Rightholder has elected to subscribe for in its Notice of Acceptance.

(d) Upon the issuance of the Offered Interests subscribed for by the Tag-Along Rightholders, such Offered Interests shall be issued in dematerialized form registered with Euroclear Sweden, free and clear of all liens and the Parent or other applicable Debtor shall so represent and warrant. Further, Parent shall represent and warrant that such Offered Interests shall be, upon issuance thereof to the Tag-Along Rightholders that elected to subscribe for such Offered Interests and after payment therefor (either via cash in immediately available funds or conversion of DIP Obligations), and upon registration with the Swedish Companies Registration Office, duly authorized, validly issued and, as applicable, fully paid and non-assessable. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate.

(e) If such sale of Offered Interests is not consummated within the 270-day period set forth in Section 6.16(a) for any reason (except as a result of any actions taken by a participating Tag-Along Rightholder, or a factor specific to such Tag-Along Rightholder), then the provisions of this Section 6.16 (including, without limitation, the requirement to deliver a Tag Right Notice) shall again become effective, and no sale of Offered Interests may be made thereafter by the Parent or other applicable Debtor without again offering the same to the Tag-Along Rightholders in accordance with this Section 6.16.

(f) In addition to its obligations under Section 6.01 hereof, from and after the date that the Borrower provides the Tag Right Notice to the Tag-Along Rightholders, the Borrower will provide the Tag-Along Rightholders with all information reasonably requested by the Tag-Along Rightholders in connection with their (i) evaluation of the Tag Right, including financial information and forecasts of the Debtors, an updated cost saving schedule (specifying the latest savings amounts for each cost saving category included in the SAS Forward plan), an updated business plan (including a five year (or longer) outlook with P&L, cash flow and balance sheet detail), and reasonable access to management and the books and records of the Borrower and the Guarantors, and (ii) determination of regulatory approvals required or advisable (including, without limitation, antitrust approvals) and the drafting and preparation of submissions to the relevant regulators, in connection with exercise and consummation of the Tag Right. Notwithstanding anything to the contrary in the foregoing provisions of this Section 6.16(e), (A) in no event shall the Borrower (or any of its Affiliates) be obligated to provide any (1) access or information in violation

of any applicable law, stock exchange regulation or any order of the Bankruptcy Court, (2) information the disclosure of which would reasonably be expected to jeopardize any applicable privilege (including the attorney-client privilege) available to the Borrower or any of its Affiliates relating to such information, or (3) information the disclosure of which would cause the Borrower or any of its Affiliates to breach a confidentiality obligation to which it is bound (provided, Borrower will use reasonable efforts to provide redacted copies or a summary of such information in such a way as not to breach a confidentiality obligation) and (B) any access contemplated by this Section 6.16(e) shall not unreasonably interfere with any of the businesses, personnel or operations of the Borrower or any of its Affiliates.

(g) Solely for U.S. federal income tax purposes, absent a change in applicable tax law or a contrary “determination” (as defined in Section 1313(a) of the Code), each of the Obligors and DIP Lenders hereto agrees that (i) the Tag Right shall be treated as part of an investment unit with the DIP Loans held by the DIP Lenders and the amount paid in respect of the Tag Right shall be allocated in good faith between the DIP Loans and the Tag Right for tax purposes as mutually agreed by the Borrower and the DIP Lenders, and (ii) it shall not take a position on any tax return or report inconsistent with the tax treatment described in the foregoing clause (i).

Section 6.17 Regulatory Approvals. Parent and each DIP Lender shall use its reasonable best efforts to obtain all authorizations, approvals, consents, or clearances under any applicable laws and regulations required to consummate the transactions contemplated by Section 6.15 or Section 6.16 hereof (including, without limitation, to cause the termination or expiration of all applicable waiting periods under all such applicable laws and regulations at the earliest possible date after the date of filing). Notwithstanding the foregoing, in no event shall any DIP Lender (or Affiliate thereof) be obliged to offer, accept or agree to any commitment to sell, divest or otherwise convey or hold separate particular assets or categories of assets or businesses, including any such commitment with respect to the Debtors, or to enter into such other arrangements, or to undertake other structural or conduct relief or behavioral remedies with respect to any DIP Lender (or Affiliate thereof). Additionally, the Debtors shall not agree to any condition with respect to obtaining any authorizations, approvals, consents, or clearances under any applicable laws and regulations in connection with the transactions contemplated by Section 6.15 or Section 6.16 that would reasonably be expected to be material with respect to the Debtors without the prior written consent of the Majority DIP Lenders.

Section 6.18 Sophistication. Each DIP Lender represents and warrants as of the date hereof and as of consummation of the Call Option or Tag Right, as applicable, that (A) it is a sophisticated investor with respect to the transactions described in Section 6.15 and Section 6.16 hereof with sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of owning and investing in securities (including as contemplated by Section 6.15 and Section 6.16 hereof), and has made its own analysis and decision to enter into this Agreement and (B) (1) it is a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act that is also an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act and (2) with respect to any securities that may be subscribed for by it pursuant to Section 6.15 or Section 6.16 hereof, is not acquiring such securities with a view to a distribution in violation of applicable securities laws. Each DIP Lender further represents and warrants that that it understands and is able to bear any economic risks associated with such securities that may be subscribed for pursuant to Section 6.15 or Section 6.16 hereof (including the necessity of holding such securities for an indefinite period of time) and is able to afford a loss of its investment.

Section 6.19 Bankruptcy Milestones. The Obligors shall comply with the following milestones (the “Bankruptcy Milestones”):

(a) within two (2) Business Days after the date on which the DIP Lenders shall have delivered a counter-signed version of this Agreement to the Borrower, the Debtors shall have filed

a motion with the Bankruptcy Court seeking entry of an order approving the Breakup Fee in form and substance reasonably satisfactory to the Majority DIP Lenders (the “Breakup Fee Motion”); provided that the Debtors will seek an expedited hearing from the Bankruptcy Court to consider the Breakup Fee Motion;

(b) within five (5) Business Days after the date on which the Breakup Fee Motion is filed with the Bankruptcy Court, the Bankruptcy Court shall have entered an order approving the Breakup Fee Motion (including the Breakup Fee) (the “Breakup Fee Order”), in form and substance acceptable to the Administrative Agent, the Majority DIP Lenders and the Debtors;

(c) the Bankruptcy Court shall have entered the DIP Order within thirty (30) days of the date on which the DIP Lenders shall have delivered a countersigned version of this Agreement to the Borrower (subject in all respects to the availability of the Bankruptcy Court generally and in light of any intervening federal holidays);

(d) by the date that is eight (8) months after Closing Date, the Debtors shall have filed the Company Approved Reorganization Plan and related disclosure statement that is reasonably satisfactory to the Majority DIP Lenders (the “Disclosure Statement”) with the Bankruptcy Court, and the Bankruptcy Court shall have entered an order approving the Disclosure Statement; provided that such milestone shall be automatically extended by two (2) months with each extension of the Maturity Date set forth herein;

(e) the Bankruptcy shall have entered an order confirming the Company Approved Reorganization Plan, no later than five (5) days prior to the Maturity Date then in effect; and

(f) Parent shall have consummated, on behalf of itself, the Borrower, and/or the other Debtors, the Company Approved Reorganization Plan, no later than the Maturity Date then in effect.

Section 6.20 Maintenance of Properties; Inspections; Books and Records. The Borrower and each of the Guarantors shall:

(a) Subject to casualty, condemnation and normal wear and tear, (i) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition; (ii) make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so would not reasonably be expected to have a Material Adverse Effect; and (iii) use the standard of care typical in the industry in the operation and maintenance of its facilities;

(b) (i) maintain proper books of record and account, in which full, true and correct entries in conformity with IFRS shall be made of all financial transactions and matters involving the assets and business of the Borrower and the Guarantors, as the case may be; and (ii) maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or the Guarantors, as the case may be;

(c) with respect to Aircraft, (i) ensure that each Aircraft or procure that the same is kept airworthy in all respects (other than in respect of any Part-Out Aircraft for so long as such Part-Out Aircraft is undergoing a Permitted Part-Out), in good repair and condition (except for reasonable wear and tear consistent with the age and operational use of such Aircraft) with all its equipment, components and systems functioning in accordance with their intended use and maintain or preserve the Aircraft in accordance with original equipment manufacturer standards, any applicable maintenance programme and applicable regulatory requirements (in the appropriate category for the nature of the operations of that

Aircraft without restrictions) and, if required by applicable law or the Aviation Authority, a certification as to maintenance for that Aircraft issued by or on behalf of the applicable Aviation Authority, (ii) not permit the use of any Aircraft in any manner contrary to any recommendation of the manufacturers of such Aircraft, Engine or other Part referred to in any mandatory service bulletins issued, supplied or available by or through such manufacturer, or any applicable airworthiness directives issued by the applicable Aviation Authority, (iii) ensure, or shall procure, that each Aircraft is registered with the applicable Aviation Authority in the name of owner or operator (as applicable) in accordance with the applicable laws of the jurisdiction of registration, (iv) ensure that the crew engaged in connection with the operation of any Aircraft have the qualifications and hold the licenses or certification required by the applicable Aviation Authority and applicable law, (v) obtain and maintain in full force all certificates, licenses, permits and authorizations at any time required for the use and operation of such Aircraft; (vi) not abandon the Aircraft or knowingly do or permit to be done anything which may expose an Aircraft or any part of it to the risk of damage, destruction, arrest, confiscation, seizure, forfeiture, impounding, detention or appropriation, and (vii) promptly replace all parts that may from time to time become worn out, time-expired, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever, with a suitable replacement part (other than in respect of any Part-Out Aircraft for so long as such Part-Out Aircraft is undergoing a Permitted Part-Out);

(d) with respect to the DIP Collateral and matters relating thereto, as applicable, upon request of the Administrative Agent, the applicable Grantor will permit the Administrative Agent, or any of its agents or representatives, at reasonable times and intervals upon reasonable prior notice, to visit during normal business hours its offices and sites, excluding administrative or registered office locations, and inspect any documents (including by way of online access) relating to (i) the existence of such assets, (ii) the condition of such assets, and (iii) the validity and perfection of the Liens on such assets, and to discuss such matters with its officers, except to the extent the disclosure of any such document or any such discussion shall result in the applicable Grantor's violation of its contractual or legal obligations; provided, however, that the Administrative Agent's right to visit a Grantor's offices or sites will be limited to once during any calendar year (so long as no Event of Default has occurred and is continuing). All confidential or proprietary information obtained in connection with any such visit, inspection or discussion shall be held confidential by the Administrative Agent and each agent or representative thereof and shall not be furnished or disclosed by any of them to anyone other than the DIP Lenders and their respective bank examiners, auditors, accountants, agents and legal counsel, and except as may be required by an order of any court or administrative agency or by any statute, rule, regulation or order of any Governmental Authority.

Section 6.21 Financed Aircraft / JOLCO Aircraft. Promptly following (1) the full repayment of the Existing Aircraft Financing applicable to a Financed Aircraft or (2) the exercise of the purchase option in respect of a JOLCO Aircraft by the Borrower in accordance with the terms of the JOLCO Financing applicable to that JOLCO Aircraft, the Borrower (or the relevant Obligor (being an Obligor incorporated in the Republic of Ireland) if, after the Borrower having repaid the relevant financing, or exercised the relevant purchase option, the Borrower transfers title to another such Obligor as part of an internal transfer of title within the Borrower and such Obligor's business) and/or, if applicable, the Consortium Member in respect of that Aircraft shall: (a) grant a New York Aircraft Mortgage in respect of that Aircraft in favor of the Collateral Agent for the benefit of the DIP Secured Parties; (b) [reserved]; (c) if such Aircraft is a Norwegian Aircraft, grant a Norwegian Aircraft Mortgage in respect of that Aircraft in favor of the Collateral Agent for the benefit of the DIP Secured Parties; (d) procure, at the request of the Majority DIP Lenders and at the cost of the Borrower, a Norwegian law legal opinion confirming the enforceability of such Norwegian Aircraft Mortgage in respect of that Aircraft, in the form and substance reasonably satisfactory to the Collateral Agent and the Majority DIP Lenders; (e) grant an IDERA in respect of that Aircraft in favor of the Collateral Agent for the benefit of the DIP Secured Parties; (f) consent to and assist with the registration in the International Registry of the International Interests created pursuant to such New York Aircraft Mortgage (with first priority) and, if applicable, the assignment of any International Interests

pursuant to such New York Aircraft Mortgage (at the cost of the Borrower); and (g) provide evidence reasonably satisfactory to the Collateral Agent and the Majority DIP Lenders that (i) there are no International Interest, Prospective International Interests or Non-Consensual Rights registered at the International Registry in relation to such Aircraft, except for those referred to in clause (f) above and (ii) neither the Borrower, as applicable, any other Obligor to whom the Borrower has transferred title to such aircraft in accordance with the preceding provisions of this Section 6.21, nor any Consortium Member is, prior to the completion of the registration of the International Interests created by the Collateral Document in (f) above, subject to any insolvency proceedings (as defined under the Cape Town Treaty), other than the proceedings in respect of the Chapter 11 Cases, and, for the avoidance of doubt, that Aircraft shall be deemed to be a Pledged Aircraft and included in the DIP Collateral for the purpose of the DIP Loan Documents.

Section 6.22 JOLCO Aircraft. The Borrower shall: (a) affirm each JOLCO Lease and comply with and perform its obligations under the JOLCO Financing Documents applicable to each JOLCO Aircraft in accordance with the terms thereof; (b) take all steps necessary to retain and preserve its rights under the JOLCO Financing Documents applicable to each JOLCO Aircraft; and (c) exercise the purchase option in respect of each JOLCO Aircraft in accordance with the terms of the applicable JOLCO Financing Documents and thereby acquire such JOLCO Aircraft (it being acknowledged that, following the Borrower acquiring title to any JOLCO Aircraft, it may transfer title to that JOLCO Aircraft to another Obligor incorporated in the Republic of Ireland as part of an internal transfer of title within the Borrower and such Obligor's business).

Section 6.23 Cape Town Treaty. The Borrower shall at its expense cause any and all of the Collateral Documents which constitute an International Interest to be duly registered (and remain so registered) in accordance with the provisions of the Cape Town Treaty. The parties hereto (a) agree that each New York Aircraft Mortgage constitutes an International Interest and (if applicable) an assignment of International Interest, in each case, for the purposes of the Cape Town Treaty; (b) consent to the registration in the International Registry of the International Interests created pursuant to any New York Aircraft Mortgage (with first priority) and, if applicable, the assignment of any International Interests pursuant to any New York Aircraft Mortgage (at the cost of the Borrower).

Section 6.24 Fleet Aircraft and Pooling.

(a) The Borrower may install a Collateral Engine on a Fleet Aircraft if: (i) the requirements of subsection (c) below are met; (ii) the Borrower or any Guarantor has operational control over that Fleet Aircraft and (iii) the terms of any lease or other agreement under which the Borrower or any Guarantor from time to time operates the relevant Fleet Aircraft do not prejudice the interests of the DIP Secured Parties in that Collateral Engine.

(b) The Borrower may part with possession of a Collateral Engine under pooling arrangements to which the Borrower or any Guarantor is a party if: (i) the requirements of subsection (c) below are met; and (ii) those pooling arrangements: (1) involve responsible, duly certificated, solvent scheduled air carriers or the relevant manufacturer; (2) are on terms that provide satisfactory insurance coverage and are otherwise customary in the international airline industry; and (3) are entered into in the ordinary course of the Borrower's or any Guarantor's business with respect to its fleet of engine of the same type as that Collateral Engine.

(c) Any installation on a Fleet Aircraft or pooling under sections (a) or (b) above is subject to the further conditions that: (i) no Event of Default under this Agreement has occurred and is continuing; (ii) the arrangements do not contemplate, require or result in transfer of title to the pooled Collateral Engine; (iii) the arrangements do not contemplate or cause a re-registration of such Collateral

Engine; (iv) the Borrower keeps the ownership of such Collateral Engine; (v) the insurances provide that the Collateral Agent will be sole loss payee (or named as a contract party, as the case may be) in respect of any loss or damage to that Collateral Engine and the Borrower maintains separate insurance cover in accordance with Section 6.09(e) in respect of that Collateral Engine while it is removed from the relevant Aircraft (and, if required by the Collateral Agent or the Majority DIP Lenders, the Borrower furnishes to the Collateral Agent waivers or acknowledgements by the insurers of the relevant Fleet Aircraft on which that Collateral Engine is installed); (vi) that Collateral Engine does not become subject to a Lien (other than a Permitted Lien); and (vii) the Borrower procures that any owner or security trustee of, or person having a Lien over, a Fleet Aircraft on which that Collateral Engine is installed acknowledges in writing to the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent and the Majority DIP Lenders, that it will respect the interests of the DIP Secured Parties in respect of that Collateral Engine and it will not seek to exercise any rights in relation to that Collateral Engine it being agreed that such acknowledgement may be contained in the applicable lease agreement in respect of the leasing of the aircraft on which that Collateral Engine is installed.

SECTION 7

NEGATIVE COVENANTS

From the date hereof and for so long as the DIP Commitments remain in effect and until all DIP Obligations are Paid in Full:

Section 7.01 Limitation on Sales of Assets. No Obligor or any Subsidiary of an Obligor shall convey, sell, lease, sub-lease, exchange, assign, transfer or otherwise Dispose of any asset, except for:

- (a) an Obligor may sell, transfer or otherwise dispose of cash and Cash Equivalents in the ordinary course of business or as otherwise expressly permitted under this Agreement;
- (b) any sale or other Disposition permitted under Section 7.05 (other than Section 7.05(e));
- (c) any Lien permitted under Section 7.03;
- (d) any Permitted Dispositions;
- (e) any Obligor may sell or discount without recourse accounts receivable arising in the ordinary course of business in connection with the compromise or collection thereof; and
- (f) additional sales or Dispositions so long as the aggregate amount of assets Disposed of pursuant to this paragraph (f) does not exceed \$15,000,000.

For the avoidance of doubt, subject to Bankruptcy Court approval, nothing herein shall restrict the Obligors from (i) rejecting Aircraft operating, tax or finance leases, (ii) rejecting maintenance or services agreements or purchase arrangements in respect of Aircraft and Engines, (iii) rejecting leases or sub-leases of real property or any other executory contracts or (iv) complying with conditions imposed by the European Commission and/or the EFTA Surveillance Authority in conjunction with the clearance under European Union State aid law of the participation by one or several of the states of Denmark, Norway and Sweden in the restructuring of the Obligors.

In relation to any security interest governed by Swedish law or Norwegian law, any transfer, whether express to be by novation or not, shall be construed as a transfer without novation.

Section 7.02 Transactions with Affiliates. No Obligor or any Subsidiary of an Obligor shall directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease, exchange or disposition of any property, employee compensation arrangements or the rendering of any service) with, or for the benefit of, any of its Affiliate other than (i) transactions existing as of the Petition Date and listed on Schedule 7.02, (ii) Investments specified under Section 7.11(f), (iii) transactions solely between or among an Obligor and other Obligors, (iv) transactions among an Obligor and any non-Obligor Subsidiary, on terms that are no less favorable to such Obligor than could reasonably be expected to be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate, (v) transactions pursuant to the Intercompany Facility Agreement, (vi) transactions approved by the Bankruptcy Court, including those approved in the Cash Management Order, and (vii) transactions expressly permitted by, or required to be conducted in furtherance of, this Agreement or any other DIP Loan Document.

Section 7.03 Liens.

(a) No Obligor or any Subsidiary of an Obligor will, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind, including any local law liens, on any property or asset (including, without limitation, any Pledged Aircraft, Collateral Airframe and Collateral Engine), except:

- (i) Permitted Liens; and
- (ii) the Carve-Out, to the extent set forth in the DIP Order.

(b) No Obligor will permit any person to register any International Interest, Prospective International Interests or Non-Consensual Rights at the International Registry in relation to any Pledged Aircraft, Collateral Airframe or Collateral Engine, except for any created pursuant to the Collateral Documents.

Section 7.04 Business Activities. Except with respect to rejections or purported rejections of leases relating to Aircrafts and Engines that do not form part of the DIP Collateral, the Obligors will not cease to engage in the airline business as carried on at the Petition Date as such Obligors' primary business.

Section 7.05 Merger or Consolidation. No Obligor or any Subsidiary of an Obligor shall enter into any transaction of merger or consolidation with any entity, liquidate or dissolve itself (or suffer any liquidation or dissolution), (ii) Dispose, in one (1) transaction or a series of transactions, all or substantially all of its business, assets or property, or (iii) Dispose of any assets in one or more transactions, except:

- (a) as set forth in Schedule 7.05 hereto;
- (b) a sale of assets or equity pursuant to section 363 of the Bankruptcy Code, or in connection with a Chapter 11 Plan, in each case with the consent of the Agents and Majority DIP Lenders, and approved by the Bankruptcy Court;
- (c) Investments made in accordance with Section 7.11;
- (d) (i) an Obligor may merge or consolidate into another Obligor so long as no Default or Event of Default exists and the Borrower is the surviving entity in any transaction involving the Borrower and (ii) a Subsidiary of an Obligor that is not an Obligor may merge or consolidate into (x) another Subsidiary that is not an Obligor or (y) an Obligor so long as the surviving entity is an Obligor; provided that in no event shall any Swedish Obligor party to any Swedish law security document consummate such merger or consolidation without the prior written consent of the Majority DIP Lenders; and

(e) Dispositions permitted by Section 7.01 (other than Section 7.01(b)).

Section 7.06 Sanctions and Anti-Money Laundering. The Obligors will not use, and will not permit any of their respective Subsidiaries to use the proceeds of any DIP Loan (A) in violation of any Anti-Corruption Laws or (B) (1) to fund or finance any activities or business of or with any Person that is a Sanctioned Person or in any Sanctioned Country, or (2) subject to the EU Blocking Regulation, in any other manner, in each case as would result in a violation of Sanctions by any Person in connection with this Agreement (including any Person participating or acting in connection with the loan hereunder, whether as underwriter, advisor, investor, lender, hedge provider, facility or security agent or otherwise).

Section 7.07 Fiscal Year; Accounting Policies. No Obligor shall change its fiscal year end as in effect on the Closing Date or make any change in its accounting policies that is not permitted under IFRS.

Section 7.08 Slots. The Borrower shall not:

(a) create, or consent to the creation of, or permit to exist, any Lien over any of the Material Pledged Slots, except for any Lien created by the DIP Loan Documents, or permit any act, omission or abuse to occur which would preclude the Borrower from making full use of the Material Pledged Slots for the purposes of its operations and/or the operations of the Parent's Subsidiaries in accordance with the DIP Loan Documents;

(b) without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld), either in a single transaction or in a series of transactions, and whether related or not, sell, convey, lease, transfer, exchange, substitute or otherwise dispose of all or any of its interest in or entitlement to the Material Pledged Slots or purport to do so, other than in accordance with the terms of the DIP Loan Documents; or

(c) at any time without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld), adjust the timing of a Material Pledged Slot, provided that (A) in respect of a Season (the "Relevant Season"), the Borrower shall be entitled to adjust the timing of a Material Pledged Slot on a Series of Slots basis during the period commencing on the Agreed Historic Deadline for that Relevant Season and ending on the Historic Baseline Date for that Relevant Season, provided further that (i) no Event of Default has occurred and is continuing on the date of such adjustment, (ii) such adjustment is within the same clock hour and the Coordinator confirms that such adjustment fits within the capacity in the Coordinator Baseline and (iii) the Borrower maintains Historic Precedence in respect of the adjusted timing of the relevant Material Pledged Slot and (B) the Borrower shall be entitled to make adjustments to the timing of a Material Pledged Slot for operation in a Relevant Season on a Series of Slots basis during the Relevant Season, provided that such adjustment (i) is made on a temporary, ad-hoc basis, (ii) is made for reasons of operational efficiency, (iii) shall not cause the timing of the relevant Material Pledged Slot to be changed for the purposes of the determination of Historic Precedence; and (iv) is made in accordance with such guidelines published by the Coordinator which are applicable at the time of such adjustment, provided that consent of the Majority DIP Lenders will not be unreasonably withheld with respect to any adjustment if such adjustment could not be reasonably expected to (x) prejudice or compromise the validity or enforceability of the Liens created or intended to be created under the Slots Security Assignment and (y) materially and negatively affect the value of the Material Pledged Slots taken as whole.

Section 7.09 Indebtedness. No Obligor or any Subsidiary of an Obligor shall, directly or indirectly, create, incur, assume or guaranty, suffer to exist or otherwise become or remain directly or indirectly liable with respect to any Indebtedness (including with respect to or under any Hedging Agreement), except for Permitted Indebtedness.

Section 7.10 Sale and Leaseback. Except as set forth in Schedule 7.10 hereto, no Obligor or a Subsidiary of an Obligor shall, directly or indirectly, become liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, that such Obligor or Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person, or (b) intends to use for substantially the same purpose as any other property that has been or is to be sold or transferred by such Obligor or Subsidiary to any Person in connection with such lease (a "Sale and Leaseback"), provided that any Obligor or Subsidiary shall be permitted to enter into any Sale and Leaseback (including, for the avoidance of doubt, by acting as a guarantor thereunder), in each case in accordance with the DIP Budget and with respect to any property that does not constitute DIP Collateral owned by such Obligor or Subsidiary that is consummated for fair value as determined at the time of consummation in good faith by such Obligor or Subsidiary (each a "Permitted Sale Leaseback"). Notwithstanding anything herein to the contrary, any Sale and Leaseback with respect to any Aircraft, Engines or Airframes which are acquired after the Closing Date and consummated in a manner substantially consistent with past practice shall constitute a "Permitted Sale Leaseback".

Section 7.11 Investments. No Obligor or any Subsidiary of an Obligor shall, directly or indirectly, make or own any investment in any Person (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding trade credit, advances to customers, commission, travel, moving and similar advances to officers, directors and employees), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by IFRS to be classified on the balance sheet (excluding the footnotes) of Parent in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property (an "Investment"), except:

- (a) Investments in cash or Cash Equivalents;
- (b) Investments in an aggregate amount not to exceed \$5,000,000 at any one time for all Investments made pursuant to this subclause (b);
- (c) Investments outstanding on the Petition Date and identified on Schedule 7.11 hereto;
- (d) Investments (i) constituting deposits, prepayments and other credits to suppliers, and/or (ii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, made in the ordinary course of business and consistent with the past practices of the Obligors and, in the case of clause (ii), to the extent necessary to maintain the ordinary course of supplies;
- (e) Investments in Subsidiaries as required under the laws of the jurisdiction of formation of each of such Subsidiaries to avoid liquidation under such laws;
- (f) [Reserved];
- (g) Accounts receivable created in the ordinary course of businesses;
- (h) Hedging Obligations entered into pursuant to Permitted Hedging Agreements or otherwise permitted pursuant to this Agreement;
- (i) Investments related to Pre-Petition Financing Lease Arrangements as approved by the Bankruptcy Court;

(j) Investments in any Obligor; provided, however, that any obligations of the Obligors to non-Obligor Affiliates in connection with the Intercompany Loans shall be subordinated to the DIP Obligations pursuant to the DIP Order;

(k) transactions pursuant to the Intercompany Facility Agreement to the extent constituting Investments, in each case, in accordance with the DIP Budget; provided, however, that any obligations of the Obligors to non-Obligor Affiliates in connection with the Intercompany Loans shall be subordinated to the DIP Obligations pursuant to the DIP Order; and

(l) Investments related to the purchase or repurchase of Aircrafts or Engines permitted in accordance with this Agreement.

Section 7.12 Restricted Payments.

(a) No Obligor or any Subsidiary of an Obligor will make (or agree to make) directly or indirectly, any payments of Pre-Petition Indebtedness, other than (i) adequate protection payments (subject in each case to Section 2.06(a)), (ii) cash collateralization of Letters of Credit to the extent and subject to the maximum amount permitted hereunder, (iii) [reserved], (iv) payments relating to Pre-Petition Financing Lease Arrangements as approved by the Bankruptcy Court, (v) lease “usage” payments under Pre-Petition Financing Lease Arrangements in accordance with stipulations entered after the Petition Date among the parties thereto, (vi) payments made in connection with the assumption of executory contracts, (vii) payments as may be otherwise approved by the Bankruptcy Court, subject to the consent of the Majority DIP Lenders, (viii) payments made with respect to the PDP Facility and any Existing Aircraft Financing or JOLCO Financing, (ix) payments approved by the Bankruptcy Court in connection with “first-day” and “second-day” motions and corresponding orders and (x) payments in an amount not to exceed \$5,000,000 in the aggregate.

(b) Parent will not, and will not permit any of its Subsidiaries to, declare or pay any dividends (other than dividends payable by any of its Subsidiaries solely to Obligors) or return any capital to its stockholders or make any other distribution, payment or delivery of property or cash to its stockholders as such, or redeem, retire, purchase or otherwise acquire, directly or indirectly, for consideration, any shares of any class of its Capital Stock or the Capital Stock of any direct or indirect parent now or hereafter outstanding (or any options or warrants or stock appreciation rights issued with respect to any of its Capital Stock), or set aside any funds for any of the foregoing purposes, or permit any of the Obligors or any of their Subsidiaries to purchase or otherwise acquire for consideration any shares of any class of the Capital Stock of Parent, now or hereafter outstanding (or any options or warrants or stock appreciation rights issued with respect to any of its Capital Stock) (all of the foregoing “dividends”), in each case, except to the extent required by applicable law or agreed in writing by the Majority DIP Lenders (which consent shall not be unreasonably withheld or delayed).

Section 7.13 Bankruptcy Related Matters. No Obligor or any Subsidiary of an Obligor shall or file any motion seeking authorization to:

(a) use any portion or proceeds of the DIP Loans or the DIP Collateral for payments or purposes that would violate the terms of the DIP Order;

(b) incur, create, assume, suffer to exist or permit, except for the Carve-Out or as otherwise expressly permitted by the DIP Order, any other superpriority administrative claim which is *pari passu* with or senior to the superpriority administrative claim of the Agents or the DIP Lenders against any Obligor;

(c) subject to the DIP Order, assert, join, investigate, support or prosecute any claim or cause of action against any of the DIP Lenders or Agents (in their capacities as such), unless such claim or cause of action is in connection with the enforcement of the DIP Loan Documents against any such party;

(d) seek, consent to, or permit to exist any order granting authority to take any action that is prohibited by the terms of this Agreement, the DIP Order, or the other DIP Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement, the DIP Order or any of the other DIP Loan Documents;

(e) subject to the terms of the DIP Order, object to, contest, delay, prevent or interfere with in any material manner the exercise of rights and remedies by the Agents or the DIP Lenders with respect to the DIP Collateral following the occurrence of an Event of Default, including without limitation a motion or petition by any DIP Secured Party to lift an applicable stay of proceedings to do the foregoing (provided that any Obligor may contest or dispute whether an Event of Default has occurred in accordance with the terms of the DIP Order and the DIP Loan Documents);

(f) make or permit to be made any change to the DIP Order, unless approved by the Agents (with respect to their own rights and duties) and the Majority DIP Lenders; or

(g) file, prosecute, support or otherwise adopt, in any manner whatsoever, any Chapter 11 Plan in any of the Chapter 11 Cases that is not a Company Approved Reorganization Plan.

Section 7.14 Financial Covenants.

(a) On the last date of each calendar month, commencing with the calendar month ending on August 31, 2022, Parent and its Subsidiaries shall not permit or suffer to exist Consolidated Liquidity of (i) prior to the occurrence of the Final Borrowing, not less than SEK 3,000,000,000, and (ii) following the occurrence of the Final Borrowing, not less than SEK 3,500,000,000 (collectively, the "Minimum Liquidity Covenant").

(b) On the last date of each calendar month the Borrower shall not permit or suffer to exist a Cumulative Cash Burn that exceeds the amount set forth in Schedule 7.14(b) hereto for each applicable Cumulative Cash Burn Test Date (the "Cumulative Cash Burn Covenant", and together with the Minimum Liquidity Covenants, collectively, the "Financial Covenants"). The Cumulative Cash Burn Covenant shall be tested on the last day of each calendar month commencing with the calendar month ending on August 31, 2022, (each test date, a "Cumulative Cash Burn Test Date").

Section 7.15 Limitations on Negative Pledges. No Obligors will directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Obligor to create, incur, assume or permit to exist any DIP Lien on any DIP Collateral securing its DIP Obligations under the DIP Loan Documents; provided that the foregoing shall not apply to restrictions and conditions (i) imposed by law or by this Agreement or any of the other DIP Loan Documents, (ii) existing prior to the Petition Date, (iii) contained in agreements relating to any asset sale, provided such restrictions and conditions apply only to the asset that is to be sold and to the extent such sale is permitted hereunder, (iv) imposed by any agreement related to secured Indebtedness or other obligations permitted by this Agreement if such restriction or condition applies only to property secured or financed by such Indebtedness or other obligations, or (v) in leases, licenses and other contracts relating to the use and occupancy of airport premises and facilities restricting the assignment thereof. The Borrower shall not: (a) hold out any DIP Secured Party as carrying goods or passengers on any Collateral Aircraft or Collateral Airframe or as being in any way connected or associated with any operation or carriage of any Collateral Aircraft, Collateral Airframe or Collateral Engine; or (b) do or knowingly permit to be done (or

omit to do) any action which might reasonably be expected to jeopardize the rights of any DIP Secured Party in any material respect of any Collateral Aircraft, Collateral Airframe or Collateral Engine.

Section 7.16 Part Out. No Obligor shall part-out or sell any Aircraft or engine, other than the part-out and sale of the Part-Out Aircraft; provided that: (a) no purchaser is incorporated in or based in a state, country or jurisdiction which is a Sanctioned Country; and (b) the proceeds of such part-out and sale shall be deposited in a Controlled Account.

Section 7.17 Possession and Leasing of Collateral Aircraft, Collateral Airframe and Collateral Engines.

(a) The Borrower may not, without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld), lease, charter, hire or otherwise part with the possession or operational control of any Collateral Aircraft, Collateral Airframe or Collateral Engine except: (i) for testing, maintenance, repair, modifications or additions permitted under this Agreement; or (ii) on terms of a Permitted Dry Lease, a Permitted Wet Lease or a Permitted Engine Lease (as applicable), and then only if no Default is outstanding (or may result from the proposed wet lease or lease).

(b) A wet lease of any Pledged Aircraft or Collateral Airframe will only be a Permitted Wet Lease if the Borrower has notified the Administrative Agent, in writing, substantially concurrent with the entering into of such Permitted Wet Lease and provided any information relating to it reasonably requested by the Administrative Agent or the Majority DIP Lenders and at all times during the term of the Permitted Wet Lease: (i) the wet lessee is solvent and not incorporated or based in a Sanctioned Country; (ii) the relevant Pledged Aircraft or Collateral Airframe remains in the possession and operational control of the Borrower and is operated by the Borrower's air crew; (iii) the relevant Pledged Aircraft or Collateral Airframe continues to be maintained and insured by the Borrower in accordance with this Agreement; (iv) there is no change in the State of Registration; (v) the interests of the wet lessee are expressly stated in the wet lease agreement to be subject and subordinate to this Agreement and to the rights and interests of each of the DIP Secured Parties under the DIP Loan Documents.

(c) A lease of any Pledged Aircraft, Collateral Airframe or Collateral Engine will only be a Permitted Lease if the requirements in subsection (e) below are complied with and at all times during the term of the Permitted Lease: (i) its terms: (1) are consistent with the DIP Loan Documents; (2) state that the rights of the Permitted Lessee are subject and subordinate to the rights and interests of each of the DIP Secured Parties under the DIP Loan Documents; (3) do not permit subleasing to any third party without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld); and (4) have been approved by the Majority DIP Lenders under subsection (e) below; and (ii) the lessee is a Permitted Lessee.

(d) The Borrower must give the Administrative Agent at least 30 days' prior written notice specifying the name of the proposed lessee, the provisions of the proposed lease and (in respect of any Pledged Aircraft or Collateral Airframe) any proposed new State of Registration. The Borrower must give a copy of the form of the proposed Permitted Lease to the Administrative Agent for approval by the Majority DIP Lenders, no later than five (5) Business Days before the proposed date of its execution.

(e) The Borrower will (or, in the case of any Permitted Lease existing at the date of this Agreement (or any renewal thereof) will to the extent permitted thereunder) (i) ensure that: (1) the rights of the relevant Obligor that is party to the Permitted Lease; and (2) the rights of the Permitted Lessee and such relevant Obligor under the insurances of the relevant Pledged Aircraft, Collateral Airframe or Collateral Engine, are collaterally assigned, directly or indirectly, to the Collateral Agent by an assignment or assignments in form and substance satisfactory to the Collateral Agent and the Majority DIP Lenders; (ii) ensure that the Permitted Lessee, at least ten (10) Business Days before delivery of the relevant Pledged

Aircraft, Collateral Airframe or Collateral Engine provides to the Collateral Agent an acknowledgement that the rights of the Permitted Lessee under the Permitted Lease will be subject and subordinate to the rights and interests of each of the DIP Secured Parties under the DIP Loan Documents, and provides (in respect of the relevant Pledged Aircraft or Collateral Airframe) an irrevocable deregistration power of attorney and/or IDERA (where applicable), each executed by the Permitted Lessee and in form and substance reasonably satisfactory to the Collateral Agent and the Majority DIP Lenders; (iii) provide to the Collateral Agent written evidence reasonably satisfactory to the Collateral Agent and the Majority DIP Lenders that the insurance of the relevant Pledged Aircraft, Collateral Airframe or Collateral Engine will remain in compliance with Sections 6.09(b) and (e) during the term of the relevant Permitted Lease; (iv) save that the Permitted Lessee is not situated in a Contracting State for the purposes of Article 4 of the Cape Town Convention nor (in respect of the relevant Pledged Aircraft or Collateral Airframe) the new State of Registration is not a Contracting State, at least seven (7) Business Days before the proposed start of the Permitted Lease (1) register the Prospective International Interests to be vested in the Borrower under the Permitted Lease, without a limit on the duration of the registration, at the International Registry; (2) transfer the right to discharge such registrations to the Collateral Agent; and (3) take all steps reasonably required by the Collateral Agent or the Majority DIP Lenders to register the assignment of all of the associated rights and related Prospective International Interests of the Borrower in favor of the Collateral Agent; (v) if the new State of Registration in respect of the relevant Pledged Aircraft or Collateral Airframe has made a declaration in relation to Article 25 of the Cape Town Convention, promptly (1) procure that the Permitted Lessee executes an IDERA irrevocably appointing the Collateral Agent as its certified designee and authorizing the Collateral Agent to exercise the remedies specified in Article 15(1) of the Cape Town Convention at the Collateral Agent's sole discretion; (2) have the IDERA recorded by the relevant Aviation Authority; and (3) deliver to the Collateral Agent the relevant evidence that such IDERA has been recorded by the relevant Aviation Authority; (vi) if, as a result of the Permitted Lease, there is to be a change in the State of Registration in respect of the relevant Pledged Aircraft or Collateral Airframe, demonstrate by way of a legal opinion from independent counsel acceptable to the Collateral Agent, to the satisfaction of the Collateral Agent, that as compared to the State of Registration in respect of such Pledged Aircraft or Collateral Airframe as at the date of this Agreement, the new State of Registration provides substantially equivalent or better protection for the rights of lessors, owners, lenders and mortgagees and imposes no less stringent aircraft maintenance standards taken as a whole; and (vii) if, as a result of the Permitted Lease, there is to be a change in the State of Registration in respect of the relevant Pledged Aircraft or Collateral Airframe, enter into, at the cost of the Borrower, an aircraft mortgage in respect of the relevant Pledged Aircraft or Collateral Airframe, governed by the law of the relevant new State of Registration, in favor of the Collateral Agent for the benefit of the DIP Secured Parties, on the basis of the opinion contemplated in the preceding limb (vi).

(f) The Borrower must pay on demand all reasonable and necessary costs and expenses of the DIP Secured Parties and all Taxes incurred as a result of any leasing in accordance with this Section 7.17.

(g) The Borrower must promptly provide the Administrative Agent with any financial information regarding any actual or proposed Permitted Lessee as reasonably requested by it or the Majority DIP Lenders.

(h) The Borrower remains fully liable to perform its obligations under the DIP Loan Documents notwithstanding any leasing in accordance with this Section 7.17. The Borrower will be deemed to have performed such an obligation to the extent that the Permitted Lessee's proper performance under the Permitted Lease performs that obligation.

Section 7.18 State of Registration. The State of Registration in respect of a Collateral Aircraft or Collateral Airframe may not be changed without the prior written consent of the Majority DIP Lenders

(not to be unreasonably withheld) provided that the Majority DIP Lender's consent shall not be withheld in respect of any change in the State of Registration of a Collateral Aircraft or Collateral Airframe between any of Denmark, Norway, Sweden and Ireland provided that (i) the change in registration does not require or involve a change in ownership of the relevant Collateral Aircraft or Collateral Airframe (as applicable) and (ii) the Borrower has delivered to the Collateral Agent: (w) if the new State of Registration is Norway, at the cost of the Borrower, a Norwegian Aircraft Mortgage in respect of such Collateral Aircraft; (x) a Norwegian law legal opinion confirming the enforceability and registration of such Norwegian Aircraft Mortgage contemplated in limb (w) above; (y) a replacement IDERA in respect of such Collateral Aircraft or Collateral Airframe as a result of such change of State of Registration and (z) evidence satisfactory to the Collateral Agent and the Majority DIP Lenders that the Collateral Documents in respect of such Collateral Aircraft or Collateral Airframe shall remain in full force and effect as a result of such change of the State of Registration.

SECTION 8

EVENTS OF DEFAULT

Section 8.01 Events of Default. In the case of the happening of any of the following events and the continuance thereof beyond the applicable grace period if any (each, an "Event of Default"):

(a) Failure of Representation or Warranty. Any representation or warranty made by any Obligor in this Agreement or in any other DIP Loan Document shall prove to have been false or incorrect in any material respect when made; or

(b) Payment Default. A default shall be made in the payment of (i) any principal of the DIP Loans, when and as the same shall become due and payable; or (ii) any interest on the DIP Loans or any other amount payable hereunder when due and such default shall continue unremedied for more than three (3) Business Days; or

(c) Certain Covenant Default. A default shall be made by any Obligor in the due observance of the covenants contained in Section 6.01(i), Section 6.01(j) and Section 6.04(a), with respect to the Borrower, Section 6.05 (limited to failure to comply in all material respects with respect to Sanctions, Anti-Money Laundering and Anti-Corruption Laws), Section 6.08, Section 6.09 (limited to the extent it relates to any Collateral Aircraft, Collateral Airframe or Collateral Engine) Section 6.10, Section 6.12, Section 6.14, and Section 7 hereof; or

(d) Covenant Default. A default shall be made by any Obligor in the due observance or performance of any other covenant, condition or agreement to be observed or performed by it pursuant to the terms of this Agreement or any of the other DIP Loan Documents and such default shall continue unremedied for more than fifteen (15) days after the earlier of (i) receipt of written notice by the Borrower from the Administrative Agent of such default or (ii) any Responsible Officer of the Borrower becomes aware of such default; or

(e) Unenforceability/Liens. Subject to the Legal Reservations, (A) any material provision of any DIP Loan Document to which any Obligor is a party ceases to be a valid and binding obligation of such Obligor, or any Obligor shall so assert in any pleading filed in any court, (B) any of the guarantees by the Guarantors shall cease to be in full force and effect, or (C) the DIP Liens on any material portion of the DIP Collateral intended to be created by the DIP Loan Documents shall cease to be or shall not be a valid and perfected Lien having the priorities required under Section 3.01; or

(f) Judgments. Entry of judgment(s) by a court or courts of competent jurisdiction arising after the Petition Date aggregating in excess of the Threshold Amount (determined net of amounts covered by insurance policies issued by creditworthy insurance companies (and as to which the applicable insurance company has not denied coverage) or by third party indemnities or a combination thereof), shall be entered against any Obligor, which judgments are not paid, discharged, bonded, satisfied or stayed for a period of sixty (60) days; or

(g) Change of Control. A Change of Control shall occur; or

(h) Dismissal; Conversion; Appointment of Trustee. (i) The Chapter 11 Cases of the Obligors shall be dismissed or converted to cases under chapter 7 of the Bankruptcy Code or any Obligor shall file a motion or other pleading seeking the dismissal of the Chapter 11 Cases under section 1112 of the Bankruptcy Code or otherwise, or seeking the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, in each case, without Payment in Full of all DIP Obligations hereunder and immediate termination of all DIP Commitments or (ii) a trustee, interim receiver or receiver shall be appointed in the Chapter 11 Cases, or a responsible officer or an examiner with enlarged powers relating to the operation of the business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1104(b) of the Bankruptcy Code shall be appointed in the Chapter 11 Cases; or

(i) Benefit Plans. Any event or circumstance shall have occurred, including, without limitation, any ERISA Event, that, when taken together with all other events or circumstances that have occurred, with respect to any Pension Plan, Multiemployer Plan, Benefit Plan, Foreign Government Scheme or Arrangement or Foreign Plan (collectively, the “Employee Benefit Plans”) which has resulted or would reasonably be expected to result in a Material Adverse Effect, (ii) any Obligor or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment which would reasonably be expected to result in a Material Adverse Effect with respect to its Withdrawal Liability under any Multiemployer Plan; or (iii) any event or circumstance shall have occurred with respect to any Employee Benefit Plans which could reasonably be expected to result in any liability which would have any priority to any obligations of the Obligors under this Agreement; or

(j) Material Labor Strike. The occurrence and continuance of a labor strike that would reasonably be expected to have a Material Adverse Effect on the business of Parent and its Subsidiaries, unless the Borrower shall have provided the DIP Lenders with an alternative operating plan or an alternative solution acceptable to the Majority DIP Lenders in their sole discretion; or

(k) Certain Bankruptcy Events.

(i) Any order of the Bankruptcy Court shall be entered (x) reversing, staying or vacating the DIP Order or any Obligor shall apply for the authority to do so or (y) amending, supplementing, or modifying the DIP Order or any Obligor shall apply for the authority to do so, in each case under this subclause (y) in a manner that is adverse to the Agents or the DIP Lenders, without the prior written consent of the Administrative Agent and the Majority DIP Lenders;

(ii) the Breakup Fee Order shall cease to be in effect at any time prior to the entry of the DIP Order or the DIP Order shall cease to be in full force and effect after the entry thereof;

(iii) any of the Obligors shall fail to comply with the DIP Order in any material respect;

(iv) the entry of an order in the Chapter 11 Cases with respect to any Obligor seeking to obtain financing pursuant to section 364 of the Bankruptcy Code (other than the DIP Facility) without the prior written consent of the Majority DIP Lenders;

(v) an order of the Bankruptcy Court shall be entered avoiding any portion of the payments made on account of the DIP Obligations owing under this Agreement;

(vi) an application shall be filed by any Obligor for the approval of, or an order of the Bankruptcy Court shall be entered granting, with respect to the DIP Collateral, (x) any other Liens in any of the Chapter 11 Cases of the Obligors that are *pari passu* with or senior to the DIP Liens on the DIP Collateral, other than the Carve-Out, Liens permitted by Section 7.03, or Liens expressly permitted in the DIP Order to be senior to or *pari passu* with the DIP Liens or (y) any claims (as such word is defined in the Bankruptcy Code) senior to or *pari passu* with the claims (as such word is defined in the Bankruptcy Code) of the DIP Secured Parties (other than the Carve-Out or expressly permitted in the DIP Orders to be senior to or *pari passu* with the claims of the DIP Secured Parties) against the Obligors;

(vii) the Bankruptcy Court shall enter an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to any creditor or party in interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets constituting DIP Collateral that have an aggregate value in excess of \$10,000,000 or to permit other actions against any assets of the Obligors that, in the aggregate, would have a Material Adverse Effect;

(viii) an order which provides adequate protection (other than as provided in the DIP Order), or the granting by the Borrower of similar relief in favor of any one or more pre-petition creditors, contrary to the terms of the DIP Order;

(ix) (x) the filing by any Obligor of a motion, pleading or other proceeding in the Chapter 11 Cases that would reasonably be expected to have a Material Adverse Effect on the rights or interests of the DIP Lenders and such motion, pleading or proceeding shall not be withdrawn or dismissed before the Bankruptcy Court approves such motion, pleading or proceeding or (y) a final determination by a court of competent jurisdiction that has not been vacated or stayed with respect to a motion, pleading or proceeding brought by another party that results in such an impairment; or

(x) any of the Obligors shall file or support any pleading seeking relief in the Chapter 11 Cases, the grant of which would give rise to an Event of Default; or

(xi) the Bankruptcy Court shall enter an order confirming a Chapter 11 Plan that is not a Company Approved Reorganization Plan in any of the Chapter 11 Cases of the Obligors or any of the Obligors shall file, propose, support or fail to contest in good faith the filing or confirmation of any such Chapter 11 Plan or entry of any such order;

(xii) without the prior written consent of the Administrative Agent and the Majority DIP Lenders, Parent shall file or fail to oppose any motion seeking an order authorizing the sale of all or substantially all of the assets of the Obligors, unless such sale would (and actually does) result in Payment in Full of the DIP Obligations and terminate all DIP Commitments upon consummation thereof;

(xiii) the Agents, the DIP Lenders or the DIP Collateral are surcharged (other than with respect to the Carve Out) pursuant to sections 105, 506(c) or any other section of the Bankruptcy Code, in each case, without the prior written consent of the Majority DIP Lenders (or, only if an Agent is surcharged, such Agent);

(xiv) any order is entered by the Bankruptcy Court sustaining (x) any objection or challenge of any kind or nature to the validity, priority, or amount of the DIP Liens or (y) an action to recharacterize or subordinate the DIP Superpriority Claims;

(xv) without the consent of the Majority DIP Lenders, the entry of an order in any of the Chapter 11 Cases terminating any Obligor's exclusive period to file a Chapter 11 Plan, the filing of a pleading by any Obligor requesting, consenting to or supporting such relief, or the failure of any Obligor to timely object to any motion requesting such relief;

(xvi) any Debtor commences ancillary insolvency proceedings in applicable foreign jurisdictions with respect to such Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court or judicial body, in each case without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld, conditioned or delayed) or on terms not reasonably satisfactory to the Majority DIP Lenders, provided that no Event of Default shall occur as a result of a Debtor or Subsidiary commencing ancillary insolvency proceedings in any applicable foreign jurisdiction (x) in response to a creditor (other than a DIP Lender) action against any Debtor or Subsidiary where such entity has its seat, place of business, centre of main interests or equivalent, or (y) in order to implement the Company Approved Reorganization Plan, in each case to the extent (A) such proceedings will not have a material adverse effect on the Agents, the DIP Lenders or their interests under the DIP Loan Documents, (B) Parent, such Debtor or Subsidiary shall have consulted with the Majority DIP Lenders sufficiently in advance of the commencement of such proceedings and (C) any applicable recognition, administrative and substantive orders by the applicable court or judicial body entered in connection with such proceeding shall be reasonably satisfactory to the Majority DIP Lenders; or

(l) Bankruptcy Milestones. The failure to meet the Bankruptcy Milestones described in Section 6.17; or

(m) Support of Contesting Claim. Any Obligor shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of such Obligor) any other Person's motion to, disallow in whole or in part the DIP Lenders' or Agents' claims in respect of (i) the DIP Obligations or contest any provision of any DIP Loan Document or (ii) any material provision of any DIP Loan Document shall cease to be effective (other than in accordance with its terms); or

(n) Default Under Other Agreements. (i) Any Obligor shall fail to pay when due (after giving effect to any applicable grace periods and any provisions of the Bankruptcy Code or orders of the Bankruptcy Court that might otherwise restrict payments thereunder) any principal installment of or interest on any Indebtedness that is not Stayed (other than the DIP Loans) which amount of such other Indebtedness then due exceeds in the Threshold Amount; provided, however, that the foregoing shall not apply to any such Indebtedness unless and until the holder thereof has accelerated and declared immediately due and payable such Indebtedness under the definitive documentation with respect thereto, (ii) any Obligor shall default in the performance of any obligation relating to any Indebtedness of the Obligors that is not Stayed or otherwise restricted by or subject to the applicable provisions of the Bankruptcy Code (other than the DIP Loans) outstanding under one or more agreements of the Obligors that results in such Indebtedness

coming due prior to its scheduled final maturity date in an aggregate principal amount at any single time unpaid exceeding the Threshold Amount or (iii) the Obligors shall default in the payment of the outstanding principal amount due on the scheduled final maturity date of any Indebtedness (other than the DIP Loans) outstanding under one or more agreements of the Obligors that is not Stayed or otherwise restricted by or subject to the applicable provisions of the Bankruptcy Code, in an aggregate principal amount at any single time unpaid exceeding the Threshold Amount; *provided* that, no Event of Default shall result under this clause (n) as a result of the acceleration of any such Indebtedness as a result of the Chapter 11 Case that is not Stayed (for the purposes of this Section 8.01(n), the term “Stayed” shall mean a stay pursuant to section 362 of the Bankruptcy Code or issued by the Bankruptcy Court in the Chapter 11 Cases, whether or not such Chapter 11 Cases are recognized by a foreign jurisdiction; or

(o) Slots and Licensing. (i) the occurrence of a Licensing Event, provided that, without prejudice to any other or subsequent Licensing Event, in the case of any actual or intended suspension (but, for the avoidance of doubt, excluding an intended or actual revocation or withdrawal) of an Operating License held by any Consortium Member, such Event of Default shall be deemed to have been remedied upon the granting of a Temporary Operating License to such Consortium Member; (ii) any Material Pledged Slot comprises part of a Series of Slots that is or becomes a Series of Slots at Risk; or (iii) there is a change in law affecting the EU Licensing Regulation or any other applicable law such that any Consortium Member’s capacity or ability to maintain its Operating License or the Consortium’s capacity or ability to maintain its AOC, is or would be materially adversely affected; or

(p) Other Bankruptcy Events with respect to Parent and its Subsidiaries. Other than in connection with the pledge of security in the DIP Collateral for the DIP Loans hereunder and with the prior written consent of the Majority DIP Lenders, (i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (A) liquidation, reorganization or other relief in respect of the Borrower or any other material Subsidiary of Parent (each, a “Subject Entity”) or any Subject Entity’s debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect or (B) the appointment of a receiver, trustee, custodian, sequestrator, conservator, Irish examiner or similar official for any Subject Entity or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered, (ii) any Subject Entity shall (A) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership, examinership or similar law now or hereafter in effect, (B) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Section 8.01(p), (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator, Irish examiner or similar official for any Subject Entity or for a substantial part of its assets, (D) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (E) make a general assignment for the benefit of creditors or (F) take any action for the purpose of effecting any of the foregoing or (iii) any ancillary bankruptcy proceedings (including ancillary proceedings in any foreign jurisdiction) respect to the Obligors shall be commenced without the prior consent of the Majority DIP Lenders or on terms not reasonably satisfactory to the Majority DIP Lenders, *provided* that no Event of Default shall occur as a result of a Debtor or a Subsidiary commencing any of the above listed proceedings in any applicable foreign jurisdiction (x) in response to a creditor (other than a DIP Lender) action against any Debtor or Subsidiary where such entity has its seat, place of business, centre of main interests or equivalent, or (y) in order to implement the Company Approved Reorganization Plan, in each case to the extent (A) such proceedings will not have a material adverse effect on the Agents, the DIP Lenders or their interests under the DIP Loan Documents, (B) Parent, such Debtor or Subsidiary shall have consulted with the Majority DIP Lenders sufficiently in advance of the commencement of such proceedings and (C) any applicable recognition, administrative and substantive orders by the applicable court or judicial body entered in connection with such proceeding shall be reasonably satisfactory to the Majority DIP Lenders; or

(q) Arrest. Except as would otherwise not reasonably be expected to result in a Material Adverse Effect, any Collateral Aircraft, Collateral Airframe or Collateral Engine is arrested, confiscated, seized, taken in execution, impounded, forfeited or detained (in each case in exercise or purported exercise of any possessory lien or other claim) or otherwise taken from the possession of the Borrower, any Consortium Member or any operator (unless in circumstances which constitute, or would with the passage of time constitute, an Event of Loss or Recovery Event) and the Borrower and/or the Consortium Members fails to procure the release of the Aircraft within thirty (30) days of such event;

then, and in every such event and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Majority DIP Lenders shall, take one or more of the following actions, at the same or different times:

(i) terminate forthwith the DIP Commitments;

(ii) declare the DIP Loans or any portion thereof then outstanding to be forthwith due and payable, whereupon the principal of the DIP Loans and other DIP Obligations, including accrued interest thereon and any unpaid accrued fees and all other liabilities of the Borrower accrued hereunder and under any other DIP Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Borrower and the Guarantors, anything contained herein or in any other DIP Loan Document to the contrary notwithstanding;

(iii) charge the default rate on interest on any interest payments on the DIP Loans or any fees or other amounts owed hereunder (if not already automatically payable pursuant to Section 2.08);

(iv) enforce all the guaranty rights; and

(v) upon five (5) Business Days' written notice to the Obligors from the Collateral Agent (the "Notice Period"), the automatic stay of section 362 (and of any other section of the Bankruptcy Code) shall be terminated in all respects without further order of the Bankruptcy Court (or any other court), without the need for filing any motion for relief from the automatic stay or any other pleading, to permit the exercise of any and all rights and remedies under the DIP Loan Documents, the DIP Order, and under applicable law available to the Agents and the DIP Lenders for the purpose of permitting the DIP Secured Parties to foreclose on the Collateral (including, without limitation, sell, transfer or exchange any Material Pledged Slots) or take any other enforcement action with respect to the DIP Collateral available under the Collateral Documents or under any applicable law; provided that, prior to the expiration of the Notice Period, the Agents and the DIP Lenders shall not take any enforcement action with respect to the DIP Collateral; provided, further, that during the Notice Period, the Debtors and DIP Lenders consent to a hearing on an expedited basis whereby the Bankruptcy Court may consider whether an Event of Default has occurred and, if so, the appropriate relief arising therefrom; provided, further, that the Notice Period shall be automatically extended if the Bankruptcy Court cannot hold a hearing prior to the expiration of the Notice Period then in effect until such time as the Bankruptcy Court can hold such hearing.

SECTION 9

THE AGENTS

Section 9.01 Administration by Agents.

(a) Each of the DIP Lenders hereby irrevocably designates and appoints WILMINGTON SAVINGS FUND SOCIETY, FSB, as its administrative agent and as its collateral agent, and authorizes each such Agent to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms of this Agreement and the other DIP Loan Documents, together with such actions and powers as are reasonably incidental thereto, including (but not limited to) the execution and delivery of the DIP Loan Documents to which such Agent is a party and the performance of duties as expressly stated thereunder.

(b) Each of the DIP Secured Parties (other than the Collateral Agent) authorizes the Collateral Agent to be its agent and representative (in Danish: *fuldmægtig og repræsentant*) under and as defined in Section 18(1), cf. Section 1 of the Danish Capital Markets Act (in Danish: *lov om kapitalmarkeder*) (as that act may be amended or replaced), including, but not limited to, for the purposes of receiving and holding the DIP Collateral for and on behalf of it as its security agent and the Collateral Agent agrees to receive and hold the DIP Collateral accordingly and such DIP Collateral shall be granted by the relevant Obligors to the Collateral Agent as agent and the Collateral Agent agrees to receive and hold such DIP Collateral accordingly. The DIP Secured Parties agree that the Collateral Agent has the right to enforce this Agreement, the DIP Loan Documents and the Collateral Documents and to commence legal and other proceedings to enforce such Collateral Documents in its own name as agent (in Danish: *fuldmægtig og repræsentant*) for and on behalf of any of the DIP Secured Parties and it shall not be necessary for any of the other DIP Secured Parties to be joined as an additional party in any such proceedings for this purpose.

(c) Each of the DIP Lenders hereby authorizes each Agent, as applicable:

(i) in connection with the sale or other disposition of any asset or property that is part of the DIP Collateral of the Borrower or any other Grantor, as the case may be, to the extent permitted by the terms of this Agreement, including without limitation upon any Permitted Disposition or as otherwise permitted under Section 7.01, to automatically release the Lien granted to the Collateral Agent, for the benefit of the DIP Secured Parties, on such asset, other than in respect of any proceeds, products or Investment related thereto, if applicable;

(ii) [reserved];

(iii) to enter into the other DIP Loan Documents on terms acceptable to such Agent and to perform its respective obligations thereunder; and

(iv) to enter into any other agreements reasonably satisfactory to the Collateral Agent granting Liens to the Collateral Agent for the benefit of the DIP Secured Parties, on any assets or properties of the Borrower or any other Grantor to secure the DIP Obligations.

(d) The provisions of this Section 9 are solely for the benefit of the Agents, the DIP Lenders, and the other DIP Secured Parties, and no Obligor shall have rights as a third party beneficiary of any of such provisions:

Each DIP Lender acknowledges and agrees that this Section 9, Section 11.04 and any other rights, privileges, protections, immunities, and indemnities in favor of the Agents hereunder apply to any and all actions taken or not taken by any Agent pursuant to the foregoing authorization. Upon request by any Agent at any time, the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary under the circumstances as provided in Section 11.08) shall confirm in writing such Agent's authority to release any Collateral pursuant to this Agreement, any Collateral Document, or any other DIP Loan Document.

Section 9.02 Rights of Agents. Any institution serving as an Agent hereunder shall have the same rights and powers in its capacity as a DIP Lender as any other DIP Lender and may exercise the same as though it were not an Agent, and such institution and its respective Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Obligor or any Subsidiary or other Affiliate of the Obligor as if it were not an Agent hereunder.

Section 9.03 Liability of Agents.

(a) Notwithstanding any provision to the contrary elsewhere in this Agreement or in any other DIP Loan Document, the Agents shall not have any duties, responsibilities or obligations except those expressly set forth herein, nor shall the Agents have or be deemed to have any fiduciary, principal-agency, or trustee relationship with any DIP Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other DIP Loan Document or otherwise exist against the Agents. The permissive rights of any Agent to take any actions permitted by this Agreement or any other DIP Loan Document shall not be construed as an obligation or duty to do so. Without limiting the generality of the foregoing, (i) the Agents shall not be subject to any fiduciary or other implied duties or obligations, regardless of whether a Default or Event of Default has occurred and is continuing, (ii) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers (by consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by any Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by any Agent), and each Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other DIP Loan Document unless it shall first receive in writing such advice or concurrence of the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary under the circumstances as provided in Section 11.08) as it deems appropriate, (iii) except as expressly set forth herein, the Agents shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Parent or any of Parent's Subsidiaries, or any of their Related Parties, that is communicated to or obtained by the institution serving as an Agent or any of its Related Parties in any capacity and (iv) no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose any Agent to liability or that is contrary to any DIP Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect; provided, further, that if an Agent so requests, it shall first be indemnified and provided with adequate security to its sole satisfaction (including reasonable advances as may be requested by such Agent) by the DIP Lenders against any and all liability and expenses that may be incurred by it by reason of taking or continuing to take any such directed action; provided, further that any Agent may seek clarification or further direction, and shall be entitled to request and receive written instructions, from the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary under the circumstances as provided in Section 11.08) prior to taking any such directed action and may refrain from acting until such clarification or further direction or written instructions have been provided. No Agent shall

be liable (x) for any action taken or not taken by it with the consent or at the request of the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary under the circumstances as provided in Section 11.08) (and such consent or request and such action or action not taken pursuant thereto shall be binding upon all the DIP Lenders, all future holders of the DIP Loans and all other DIP Secured Parties) or (y) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable judgment (which shall not include any action taken or omitted to be taken in accordance with clause (x), for which such Agent and its Related Parties shall have no liability). No Agent shall be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to such Agent by the Borrower, any other Grantor or a DIP Lender stating such notice is a "Notice of Default". No Agent shall be responsible or liable for, or have any duty to ascertain or inquire into or monitor, (A) any recital, statement, warranty or representation made in or in connection with this Agreement or any other DIP Loan Document, (B) the contents of any certificate, report, statement, or other document referred to, provided for, or delivered hereunder or thereunder or in connection herewith or therewith, (C) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein, the use of proceeds of the DIP Loans, or the occurrence or possible occurrence of any Default or Event of Default, (D) the execution, validity, enforceability, effectiveness, genuineness, collectability or sufficiency of this Agreement, any other DIP Loan Document or any other agreement, instrument or document, (E) the satisfaction of any condition set forth in Section 5 or elsewhere, other than to confirm receipt of items expressly required to be delivered to such Agent, or the inspection of the properties, books or records of any Obligor or any Affiliate thereof, or (F) the financial condition or business affairs of any Obligor or any other Person liable for the payment of any DIP Obligations.

(b) Each Agent shall be entitled to rely upon, shall be fully protected in relying and shall not incur any liability for relying upon, any resolution, notice, request, certificate, affidavit, letter, facsimile, teletype, telex or teletype message, consent, statement, instrument, writing, order or other document, communication or conversation (including any electronic message, Internet or intranet website posting or other distribution and any statement made orally or by telephone) believed by it to be genuine and to have been signed, sent or made by the proper Person or Persons. Each Agent may consult with legal counsel (who may be counsel to the Borrower), independent accountants and other consultants or experts selected by it, at the expense of the Borrower, and shall be entitled to rely, shall be fully protected in relying, and shall not be liable for any action taken or not taken by it in accordance with the advice and statements of any such counsel, accountants, consultants or experts.

(c) Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other DIP Loan Document by or through any one or more co-agents, sub-agents and attorneys-in-fact appointed by it. Each Agent and any such co-agents, sub-agents and attorneys-in-fact may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. All provisions of this Section 9 and Section 11 and all other rights, privileges, protections, immunities, and indemnities granted to an Agent hereunder and under the other DIP Loan Documents shall apply to any such co-agents, sub-agents and attorneys-in-fact, and to the Related Parties of such Agent and any such co-agents, sub-agents and attorneys-in-fact. No Agent shall be responsible for the negligence or misconduct of any such co-agents, sub-agents and attorneys-in-fact except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such co-agents, sub-agents and attorneys-in-fact.

(d) No Agent shall be responsible or liable for, or have any duty to ascertain or inquire into or monitor, or shall be deemed to make any representation as to (i) the existence, genuineness, value, sufficiency, or protection of any DIP Collateral, or as to whether any DIP Collateral is owned by the Obligors, is cared for, insured, or maintained, or has been encumbered, (ii) the legality, effectiveness or sufficiency of any Collateral Document, or (iii) the creation, preservation, perfection, maintenance or

continuation of perfection, or priority, sufficiency or protection of any DIP Liens. For the avoidance of doubt, nothing herein shall require any Agent to file or record any financing statements or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any DIP Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other DIP Loan Document) and such responsibility shall be solely that of the Borrower.

(e) Nothing in this Agreement or any other DIP Loan Document shall require any Agent or its Related Parties to expend or risk any of their own funds or otherwise incur any liability, financial or otherwise, in the performance of any of their duties or in the exercise of any rights or powers hereunder or under the DIP Loan Documents.

(f) In no event shall any Agent be responsible or liable for any incidental, special, indirect, punitive or consequential loss or damage of any kind whatsoever (including loss of profit) irrespective of whether such Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(g) No Agent shall be responsible or liable for any failure or delay in performing any act or fulfilling any duty, obligation or responsibility hereunder or under any other DIP Loan Document, in each case, arising out of or caused, directly or indirectly, by any occurrence beyond its control, including, without limitation, any act or provision of any present or future law or regulation or governmental authority; any act of God or war; earthquakes; fires; floods; civil or military disturbances; local or national disturbance or disaster; any act of terrorism; sabotage; epidemics; pandemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions; or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility.

(h) For the avoidance of doubt, and without limiting the other protections set forth in this Section 9, with respect to any approval, determination, designation, or judgment to be made by any Agent herein or in the other DIP Loan Documents, such Agent shall be entitled to request that the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be necessary under the circumstances as provided in Section 11.08) make or confirm such approval, determination, designation, or judgment.

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

(j) Each Agent shall have the right to, unilaterally and without prior notice, remove itself or not comply with any obligation that would reasonably be expected to result in violation of Sanctions or local embargo laws ("Embargo Rules"). The parties hereto expressly agree that no Agent shall be liable for not performing and/or delaying the receipt or the payment of any amount solely due to such Agent's compliance with Embargo Rules.

(k) In performing its functions and duties hereunder and under the other DIP Loan Documents, each Agent is acting solely on behalf of the DIP Lenders (except in limited circumstances

expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Agents do not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any DIP Lender or holder of any other obligation other than as expressly set forth herein and in the other DIP Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other DIP Loan Document with reference to any Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties); additionally, each DIP Secured Party agrees that it will not assert any claim against any Agent based on an alleged breach of fiduciary duty by any Agent in connection with this Agreement, the other DIP Loan Documents, and/or the transactions contemplated hereby;

(ii) where an Agent is required or deemed to act as a “trustee” or “security trustee” in respect of any DIP Collateral over which a security interest has been created pursuant to a DIP Loan Document expressed to be governed by the laws of any non-United States jurisdiction, or is required or deemed to hold any DIP Collateral “on trust” pursuant to the foregoing, the obligations and liabilities of such Agent to the DIP Secured Parties in its capacity as a “trustee” or “security trustee” shall be excluded to the fullest extent permitted by applicable law; and

(iii) nothing in this Agreement or any DIP Loan Document shall require any Agent to account to any DIP Secured Party for any sum or the profit element of any sum received by such Agent for its own account;

(l) The exculpatory provisions of the preceding paragraphs shall apply to any co-agents, sub-agents and attorneys-in-fact of any Agent, and to the Related Parties of such Agent and of any such co-agents, sub-agents and attorneys-in-fact and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent or a Related Party of such Agent.

Section 9.04 Reimbursement and Indemnification. Each DIP Lender severally agrees:

(a) to reimburse on demand each Agent (acting in its capacity as such) for such DIP Lender’s Aggregate Exposure Percentage of any expenses and fees incurred by such Agent under this Agreement and any other DIP Loan Documents, including, without limitation, counsel fees and disbursements and compensation of agents and employees paid for services rendered on behalf of the DIP Lenders, and any other expense incurred in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement thereof, to the extent not reimbursed by the Obligors; and

(b) to indemnify and hold harmless each Agent and any of its Related Parties, on demand, in the amount equal to such DIP Lender’s Aggregate Exposure Percentage thereof (at the time such indemnification is sought, or if indemnification is sought after the DIP Loans have been Paid in Full, based on its Aggregate Exposure Percentage immediately prior to such payment), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, fees, costs, expenses, or disbursements of any kind or nature whatsoever which may at any time (whether before or after the payment of DIP Loans) be imposed on, incurred by, or asserted against it or any of them in any way relating to or

arising out of this Agreement or any of the DIP Loan Documents or any action taken or omitted by it or any of them under this Agreement or any of the DIP Loan Documents to the extent not reimbursed by the Obligors (except such as shall result from its gross negligence or willful misconduct as determined in a final and non-appealable judgment by a court of competent jurisdiction).

Section 9.05 Successor Agents.

(a) Any Agent may resign at any time by giving thirty (30) days' prior written notice thereof to the DIP Lenders and the Borrower, whether or not a successor Agent has been appointed. Upon any such resignation, the Majority DIP Lenders shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by the Majority DIP Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring Agent's giving of notice of resignation, then the retiring Agent may, on behalf of the DIP Lenders, appoint a successor Agent. In either case, such appointment shall be subject to the prior written approval of the Borrower (which approval may not be unreasonably withheld, conditioned or delayed and shall not be required while an Event of Default has occurred and is continuing). Upon the acceptance of any appointment as an Agent by a successor Agent, such successor Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Agent. Upon the acceptance of appointment as an Agent by a successor Agent, the retiring Agent shall be discharged from all duties and obligations under this Agreement and the other DIP Loan Documents (if not already discharged therefrom as provided in this Section 9.05), without any other or further act or deed on the part of such retiring Agent or any of the other parties to this Agreement or any holders of the DIP Loans. Prior to any retiring Agent's resignation hereunder as an Agent, the retiring Agent shall take such action, at the Borrower's expense, as may be reasonably necessary to assign to the successor Agent its rights as an Agent under the DIP Loan Documents.

(b) Notwithstanding paragraph (a) of this Section, in the event no successor Agent shall have been so appointed and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its intent to resign, the retiring Agent may give notice of the effectiveness of its resignation to the DIP Lenders and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Agent shall be discharged from all duties and obligations hereunder and under the other DIP Loan Documents; provided that, solely for purposes of maintaining any security interest granted to the Collateral Agent under any Collateral Document for the benefit of the DIP Lenders, the retiring Collateral Agent shall continue to be vested with such security interest as collateral agent for the benefit of the DIP Lenders, and continue to be entitled to the rights set forth in such Collateral Document and the other DIP Loan Documents, and, in the case of any Collateral in the possession of the Agent, shall continue to hold such Collateral, in each case until such time as a successor Collateral Agent is appointed and accepts such appointment in accordance with this Section (it being understood and agreed that the retiring Agent shall have no duty or obligation to take any further action under any Collateral Document or any other DIP Loan Document, including any action required to maintain the perfection of any such security interest), and (ii) the Majority DIP Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent; provided that (A) all payments required to be made hereunder or under any other DIP Loan Document to any Agent for the account of any Person other than such Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to such Agent shall directly be given or made to each DIP Lender. Following the effectiveness of the retiring Agent's resignation from its capacity as such, the provisions of this Section 9 and Section 11.04, and all other rights, privileges, protections, immunities, and indemnities granted to such Agent hereunder and the other DIP Loan Documents, including any exculpatory, reimbursement and indemnification provisions set forth in any DIP Loan Document, shall continue in effect for the benefit of such retiring Agent, its co-agents, sub-agents and attorneys-in-fact and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while

the retiring Agent was acting as an Agent and in respect of the matters referred to in the proviso under clause (i) above.

Section 9.06 Independent DIP Lenders. Each DIP Lender expressly acknowledges that neither any Agent nor any of its respective Related Parties have made any representations or warranties to such DIP Lender and that no act by any Agent or its Related Parties hereafter taken, including any review of the affairs or property of an Obligor or any Affiliate of an Obligor or any acceptance or consent to any such review, shall be deemed to constitute any representation or warranty by any Agent or any of its Related Parties to any DIP Lender as to any matter, including as to whether its Related Parties have disclosed material information in their possession. Each DIP Lender represents that it has, independently and without reliance upon any Agent or any other DIP Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Obligors and their Affiliates, and made its own credit analysis and decision to make its DIP Loans hereunder and enter into this Agreement. Each DIP Lender also acknowledges that it will, independently and without reliance upon any Agent or any other DIP Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement or any other DIP Loan Document, any related agreement or any document furnished hereunder or thereunder, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Obligors and their Affiliates. Advances and Payments.

(a) On the date of each DIP Loan, the Administrative Agent shall be authorized (but not obligated) to advance, for the account of each of the DIP Lenders, the amount of the DIP Loan to be made by such DIP Lender in accordance with such DIP Lender's DIP Commitment hereunder. Should the Administrative Agent do so, each of the DIP Lenders agrees forthwith to reimburse the Administrative Agent in immediately available funds for the amount so advanced on its behalf by the Administrative Agent, together with interest at the Federal Funds Effective Rate if not so reimbursed on the date due from and including the date such DIP Loan was advanced by the Administrative Agent but not including the date of reimbursement.

(b) Any amounts received by the Administrative Agent in connection with this Agreement (other than amounts to which the Administrative Agent is entitled pursuant to Sections 2.11, 9.04 and 11.04), the application of which is not otherwise provided for in this Agreement, shall be applied in accordance with Section 2.20(b). All amounts to be paid to a DIP Lender by the Administrative Agent shall be credited to that DIP Lender, after collection of such amounts by the Administrative Agent, in immediately available funds by wire transfer to such DIP Lender in accordance with the wire instructions set forth in such DIP Lender's administrative questionnaire.

Section 9.07 Sharing of Setoffs. Subject to the application of payments in Section 2.20(b), each DIP Lender agrees that, except to the extent this Agreement expressly provides for payments to be allocated to a particular DIP Lender, if it shall, through the exercise either by it or any of its banking Affiliates of a right of banker's lien, setoff or counterclaim against any Obligor under any applicable bankruptcy, insolvency or other similar law, or otherwise, obtain payment in respect of its DIP Loans as a result of which the unpaid portion of its DIP Loans is proportionately less than the unpaid portion of the DIP Loans of any other DIP Lender (a) it shall promptly purchase at par (and shall be deemed to have thereupon purchased) from such other DIP Lender a participation in the DIP Loans of such other DIP Lender, so that the aggregate amount of each DIP Lender's DIP Loans and its participation in DIP Loans of the other DIP Lenders shall be in the same proportion to the aggregate unpaid principal amount of all DIP Loans then outstanding as the amount of its DIP Loans prior to the obtaining of such payment was to the amount of all

DIP Loans prior to the obtaining of such payment and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the DIP Lenders share such payment pro-rata, provided that if any such non-pro-rata payment is thereafter recovered or otherwise set aside, such purchase of participations shall be rescinded (without interest). The Borrower expressly consents to the foregoing arrangements and agrees, to the fullest extent permitted by law, that any DIP Lender holding (or deemed to be holding) a participation in a DIP Loan acquired pursuant to this Section or any of its banking Affiliates may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by the Borrower to such DIP Lender as fully as if such DIP Lender was the original obligee thereon, in the amount of such participation. The provisions of this Section 9.08 shall not be construed to apply to (a) any payment made by the Borrower or the Guarantors pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (b) any payment obtained by any DIP Lender as consideration for the assignment or sale of a participation in any of its DIP Loans or other DIP Obligations owed to it.

Section 9.08 Withholding Taxes. To the extent required by any applicable law, any Agent may withhold from any payment to any DIP Lender an amount equivalent to any withholding tax applicable to such payment. If any Governmental Authority asserts a claim that such Agent did not properly withhold tax from amounts paid to or for the account of any DIP Lender for any reason, or such Agent has paid over to any Governmental Authority the applicable withholding tax relating to a payment to a DIP Lender but no deduction has been made from such payment, without duplication of any indemnification obligations set forth in Section 9.04 or Section 2.19(f) (and without limiting any obligations of the Borrower or any Guarantor pursuant to Section 2.19), such DIP Lender shall indemnify such Agent fully for all amounts paid, directly or indirectly, by such Agent as tax or otherwise, together with all interest, penalties, and reasonable out-of-pocket expenses incurred by or asserted against such Agent as a result of the failure of such Agent to properly withhold or deduct tax from amounts paid to or for the account of such DIP Lender for any reason (including because any applicable form or other documentation necessary to claim an exemption or reduction of withholding tax requested by the Agent was not delivered or not properly executed, or because such DIP Lender failed to notify such Agent of a change in circumstance that rendered such form or other documentation ineffective). A certificate as to the amount of such payment or liability delivered to any DIP Lender by such Agent shall be conclusive absent manifest error. Each DIP Lender hereby authorizes each Agent to set off and apply any and all amounts at any time owing to such DIP Lender under this Agreement or any other DIP Loan Document against any amount due such Agent under this Section 9.08.

Section 9.09 Erroneous Payment.

(a) If any Agent (x) notifies a DIP Lender or a DIP Secured Party, or any Person who has received funds on behalf of a DIP Lender or DIP Secured Party (any such DIP Lender, DIP Secured Party, or other recipient (and each of their respective successors and assigns), a "Payment Recipient") that such Agent has determined in its reasonable discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds (as set forth in such notice from such Agent) received by such Payment Recipient from such Agent or any of its Related Parties were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such DIP Lender, DIP Secured Party, or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and (y) demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of such Agent pending its return or repayment as contemplated below in this Section 9.09(a) and held in trust for the benefit of such Agent, and such DIP Lender or DIP Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly thereafter (and shall use commercially reasonable efforts to do so within

two (2) Business Days thereafter or such later date as such Agent may, in its sole discretion, specify in writing), return to such Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon (except to the extent waived in writing by such Agent) in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to such Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by such Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of any Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting the immediately preceding clause (a), each DIP Lender, DIP Secured Party, or Payment Recipient hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from any Agent (or any of its Related Parties) (x) that is in a different amount than, or on a different date from, that specified in this Agreement or in a notice of payment, prepayment or repayment sent by such Agent (or any of its Related Parties) with respect to such payment, prepayment or repayment (a "Payment Notice"), (y) that was not preceded or accompanied by a Payment Notice, or (z) that such DIP Lender, DIP Secured Party, or other such Payment Recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), then in each such case:

(i) it acknowledges and agrees that (A) in the case of immediately preceding clauses (x) or (y), an error and mistake shall be presumed to have been made (absent written confirmation from such Agent to the contrary) or (B) an error and mistake has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such DIP Lender or DIP Secured Party shall (and shall cause any other Payment Recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of the occurrence of any of the circumstances described in immediately preceding clauses (x), (y) and (z)) notify such Agent of its receipt of such payment, prepayment or repayment, and the details thereof (in reasonable detail) and that it is so notifying such Agent pursuant to this Section 9.09(b).

For the avoidance of doubt, the failure to deliver a notice to such Agent pursuant to this Section 9.09(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.09(a) or on whether or not an Erroneous Payment has been made.

(c) Each DIP Lender or DIP Secured Party hereby authorizes the Agents to set off, net and apply any and all amounts at any time owing to such DIP Lender or DIP Secured Party under any DIP Loan Document, or otherwise payable or distributable by any Agent to such DIP Lender or DIP Secured Party under any DIP Loan Document or from any other source against any amount that such Agent has demanded to be returned under the immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether an Agent may be equitably subrogated, in the event that an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, such Agent shall be subrogated to all the rights and interests of such Payment Recipient (and, in the case of any Payment Recipient who has received funds on behalf of a DIP Lender or DIP Secured Party, to the rights and interests of such DIP Lender or DIP Secured Party, as the case may be) under the DIP Loan Documents with respect to such amount (the "Erroneous Payment Subrogation Rights") and (y) an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any DIP Obligations owed by the Borrower or any other

Obligor; provided that this Section 9.09(d) shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the DIP Obligations of the Borrower relative to the amount (and/or timing for payment) of the DIP Obligations that would have been payable had such Erroneous Payment not been made by such Agent; provided, further, that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by such Agent from the Borrower for the purpose of making such Erroneous Payment.

(e) Notwithstanding anything to the contrary contained herein, and for the avoidance of doubt, in no event shall the occurrence of an Erroneous Payment (or the existence of any Erroneous Payment Subrogation Rights or other rights of any Agent in respect of an Erroneous Payment) result in such Agent becoming, or being deemed to be, a DIP Lender hereunder or the holder of any DIP Loans hereunder.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by any Agent for the return of any Erroneous Payment received, including, without limitation, any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 9.9 shall survive the resignation or replacement of the Agents, any transfer of rights or obligations by, or the replacement of, a DIP Lender, and/or the repayment, satisfaction or discharge of all DIP Obligations (or any portion thereof) under any DIP Loan Document.

SECTION 10

GUARANTY

Section 10.01 Guaranty.

(a) To the extent permitted by applicable law and subject to the Legal Reservations, each Guarantor hereby, jointly and severally, unconditionally, absolutely and irrevocably guarantees the full and prompt payment when due, whether upon maturity, acceleration or otherwise, by the Borrower of the DIP Obligations (the obligations of each Guarantor in respect thereof, its “Guaranty Obligations”). Each Guarantor further agrees that, to the extent permitted by applicable law, the Guaranty Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and it will remain bound upon this guaranty notwithstanding any extension or renewal of any of the Guaranty Obligations. The Guaranty Obligations of the Guarantors shall be joint and several. Each Guarantor further agrees that its guaranty hereunder is a primary obligation of the Guarantor and not merely a contract of surety.

(b) To the extent permitted by applicable law and subject to the Legal Reservations, each Guarantor waives presentation to, demand for payment from and protest to the Borrower and also waives notice of protest for nonpayment. The obligations of each Guarantor hereunder shall not, to the extent permitted by applicable law, be affected by (i) the failure of the Administrative Agent, the Collateral Agent or a DIP Lender to assert any claim or demand or to enforce any right or remedy against the Borrower under the provisions of this Agreement or any other DIP Loan Document or otherwise; (ii) any extension, renewal or novation of any provision hereof or thereof; (iii) any rescission, waiver, compromise, acceleration, amendment or modification of any of the terms or provisions of any of the DIP Loan Documents; (iv) the release, exchange, waiver or foreclosure of any security held by the Collateral Agent for the DIP Obligations; (v) the failure of the Administrative Agent, Collateral Agent, or a DIP Lender to

exercise any right or remedy against any other Guarantor; or (vi) the release or substitution of any DIP Collateral.

(c) To the extent permitted by applicable law and subject to the Legal Reservations, each Guarantor further agrees that this guaranty constitutes a guaranty of payment when due and not just of collection, and waives any right to require that any resort be had by any Agent or a DIP Lender to any security held for payment of the DIP Obligations or to any balance of any deposit, account or credit on the books of the Administrative Agent, Collateral Agent, or a DIP Lender in favor of the Borrower or any other Person.

(d) To the extent permitted by applicable law and subject to the Legal Reservations, each Guarantor hereby waives any defense that it might have based on a failure to remain informed of the financial condition of the Borrower or any other Guarantor and any circumstances affecting the ability of the Borrower or any other Guarantor to perform under this Agreement and the other DIP Loan Documents.

(e) To the extent permitted by applicable law and subject to the Legal Reservations, each Guarantor's guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the DIP Obligations or any other instrument evidencing any DIP Obligations, or by the existence, validity, enforceability, perfection, or extent of any collateral therefor or by any other circumstance relating to the DIP Obligations which might otherwise constitute a defense to this guaranty (other than Payment in Full of the DIP Obligations in accordance with the terms of this Agreement). Neither the Agents nor any of the DIP Lenders makes any representation or warranty in respect to any such circumstances or shall have any duty or responsibility whatsoever to the Guarantors in respect of the management and maintenance of the DIP Obligations.

(f) Upon the occurrence of the DIP Obligations becoming due and payable (whether upon maturity, by acceleration or otherwise), the DIP Secured Parties shall be entitled to immediate payment of such DIP Obligations, together with any and all expenses which may be incurred by the DIP Secured Parties in collecting any of the DIP Obligations to the extent payable by the Obligors under Section 11.04, by the Guarantors upon written demand by the Administrative Agent.

Section 10.02 No Impairment of Guaranty. To the extent permitted by applicable law and subject to the Legal Reservations, the obligations of the Guarantors hereunder shall not be subject to any reduction, limitation or legal impairment for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, other than pursuant to a written agreement in compliance with Section 11.08 and shall not be subject to any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the DIP Obligations. To the extent permitted by applicable law, without limiting the generality of the foregoing, the obligations of each Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of an Agent or a DIP Lender to assert any claim or demand or to enforce any remedy under this Agreement or any other agreement, by any waiver or modification of any provision hereof or thereof, by any default, failure or delay, willful or otherwise, in the performance of the DIP Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of the Guarantors or would otherwise operate as a discharge of the Guarantors as a matter of law.

Section 10.03 Continuation and Reinstatement, etc. The Guarantors further agree that the guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any DIP Obligation is rescinded or must otherwise be restored by the Administrative Agent, any DIP Lender or any other DIP Secured Party upon the bankruptcy or reorganization of any Obligor, or otherwise.

Section 10.04 Subrogation. Upon payment by the Guarantors of any sums to an Agent or a DIP Lender hereunder, all rights of the Guarantors against the Borrower arising as a result thereof by way of right of subrogation or otherwise, shall in all respects be subordinate and junior in right of payment to the prior Payment in Full of all the DIP Obligations (including interest accruing on and after the filing of any petition in bankruptcy or of reorganization of an obligor whether or not post filing interest is allowed in such proceeding). If any amount shall be paid to the Guarantors for the account of the Borrower relating to the DIP Obligations prior to Payment in Full of the DIP Obligations, if an Event of Default has occurred and is continuing, such amount shall be held in trust for the benefit of (or, if a trust is not recognized in the relevant jurisdiction, for the benefit of) the Agents and the DIP Lenders and shall forthwith be paid to the Administrative Agent to be credited and applied to the DIP Obligations, whether matured or unmatured.

Section 10.05 Subordination. Any Indebtedness of any Guarantor now or hereafter owing to any other Guarantor or the Borrower is hereby subordinated to the DIP Obligations. Upon the occurrence and during the continuance of any Event of Default, if the Administrative Agent so requests, all such Indebtedness of any Guarantor to another Guarantor or the Borrower shall be collected, enforced and received by such other Guarantor or the Borrower for the benefit of the DIP Secured Parties and be paid over to the Administrative Agent on behalf of the DIP Secured Parties on account of the DIP Obligations of such Guarantor to the DIP Secured Parties, but without affecting or impairing in any manner the liability of any other Grantor under the other provisions of this Section 10. Without limiting the generality of the foregoing, each Guarantor hereby agrees with the DIP Secured Parties that it will not exercise any right of subrogation which it may at any time otherwise have as a result of this guaranty (whether contractual, under section 509 of the Bankruptcy Code or otherwise) until all DIP Obligations have been irrevocably Paid in Full.

Section 10.06 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder who has not paid its proportionate share of such payment. The provisions of this Section 10.06 shall in no respect limit the obligations and liabilities of any Guarantor to the Administrative Agent and the other DIP Secured Parties, and each Guarantor shall remain liable to the Administrative Agent and the other DIP Secured Parties for the full amount guaranteed by such Guarantor hereunder.

Section 10.07 Amendments, etc. with Respect to the DIP Obligations; Waiver of Rights. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, (a) any demand for payment of any of the DIP Obligations made by the Administrative Agent or any other DIP Secured Party may be rescinded by such party and any of the DIP Obligations continued, (b) the DIP Obligations, DIP Collateral or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any other DIP Secured Party, (c) this Agreement, any other DIP Loan Document and any other documents executed and delivered in connection therewith, may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Majority DIP Lenders, as the case may be) may deem advisable from time to time, subject to Section 11.08 and (d) any DIP Collateral, guaranty or right of offset at any time held by the Collateral Agent, the Administrative Agent or any other DIP Secured Party for the payment of the DIP Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any other DIP Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the DIP Obligations or for this guaranty or any property subject thereto. When making any demand hereunder against any Guarantor, the Administrative Agent or any other DIP Secured Party may, but shall be under no obligation to, make a similar demand on the Borrower or any other Guarantor, and any failure by the Administrative Agent or any other DIP Secured Party to make any such demand or to collect any payments

from the Borrower or any other Guarantor or any release of the Borrower or any other Guarantor shall not relieve any Guarantor in respect of which a demand or collection is not made or any Guarantor not so released of its several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Administrative Agent or any other DIP Secured Party against any Guarantor. For the purposes hereof, "demand" shall include the commencement and continuance of any legal proceedings.

Section 10.08 Limitation on Guarantee Obligations.

(a) Guarantors organized in Denmark:

(i) Notwithstanding anything to the contrary in this Agreement or any of the other DIP Loan Documents, any obligations, liabilities and indemnities of any Danish Guarantor, any other provision of this Agreement or any of the other DIP Loan Documents:

(ii) shall be deemed not to be assumed (and any security created in relation thereto shall be limited) to the extent the same would constitute unlawful financial assistance, including without limitation, within the meaning of sections 206 and/or 210 of the Danish Companies Act; and

(iii) except for SAS Danmark A/S and the Borrower, shall further be limited to an amount equal to the greater of:

(A) the equity of that Danish Guarantor at the date of this Agreement, or if such Danish Guarantor is not a Guarantor as of the date of this Agreement, on the date upon which it accedes to this Agreement in accordance with the terms hereof; and

(B) the equity of that Danish Guarantor at the time (x) it is required to make a payment under this Section 10 (Guaranty) (or under any other provision of any DIP Loan Document) or (y) enforcement is made against it pursuant to this Agreement or any of the other DIP Loan Document.

(iv) For the purpose of paragraph (B) above, "equity" means the equity (*egenkapital*) of that Danish Guarantor calculated in accordance with the Accounting Principles; however, adjusted:

(A) if and to the extent any market value of an asset is higher than its book value by adding an amount equal to such difference, and

(B) by adding an amount equal to the sum of:

(1) any advances made under this Agreement or any other DIP Loan Document as received directly by that Danish Guarantor (or any of its Subsidiaries);

(2) any advances made under this Agreement or any other DIP Loan Document as received indirectly by that Danish Guarantor (or any of its Subsidiaries) in its capacity as intra-group borrower or in any other capacity to the extent funded under this Agreement or any other DIP Loan Document and on-lent by way of loan or otherwise made available (other than as share capital) to that Danish Guarantor (or any of its Subsidiaries), provided always that any payment made by that Danish Guarantor (or any of its Subsidiaries) to or for the benefit of the DIP Secured Parties under this Section 10

(Guaranty) or any other provision of any other DIP Loan Document shall reduce the obligations under such intra-group loan or funding arrangement correspondingly, unless it is documented that any such loan or such other means of funding does not relate to or has not been made possible by advances made under this Agreement or any other DIP Loan Document in which case no adjustments shall be made to the equity; and

(3) interest and any costs and fees which are to be borne by such Danish Guarantor or its subsidiaries whether directly under this Agreement or any other DIP Loan Document or as an intra-group borrower.

(v) This Section 10.08 shall apply mutatis mutandis to any DIP Collateral, guarantee, indemnity, collateral, subordination of rights and/or claims, subordination and/or turn-over of rights of recourse, application of proceeds (including mandatory prepayments) and any other means of direct or indirect upstream financial assistance made by a Danish Guarantor under any of the DIP Loan Documents.

(b) Guarantors organized in Norway:

(i) The Guaranty Obligations of a Norwegian Obligor under this Agreement and any DIP Loan Document shall be limited by any mandatory provisions of law applicable to the Norwegian Obligor limiting the legal capacity or ability of that Norwegian Obligor to grant or honor a guarantee, indemnity, liability or security, including, but not limited to, the provisions of sections 8-7 and 8-10 of the Norwegian Companies Act of 13 June 1997 (as amended from time to time) regulating unlawful financial assistance and other prohibited loans, guarantees, joint and several liability and grant of security. Consequently, the obligations of the Norwegian Obligor under any DIP Loan Document shall only apply to the extent not so limited.

(ii) The limitations set out above for the Norwegian Obligor shall apply mutatis mutandis to any other DIP Lien or other Lien provided by the Norwegian Obligor under any DIP Loan Document and to any guarantee, undertaking, joint liability, obligation, indemnity and payment, including but not limited to distributions, cash-sweeps, credits and loans, pursuant to or permitted by the DIP Loan Documents in relation to a Norwegian Obligor.

(iii) The liability of a Norwegian Obligor under any DIP Loan Document shall be limited to \$840,000,000, plus any unpaid amount of interest, default interest, fees, commissions, costs and expenses under any DIP Loan Document.

(c) Guarantors organized in Sweden:

(i) The Guaranty Obligations provided by the Swedish Obligors (other than Parent, the Swedish Consortium Member and the Borrower) under this Agreement in respect of obligations owed by parties other than itself and its wholly-owned Subsidiaries shall be limited if (and only if) and to the extent required by an application of the provisions of the Swedish Companies Act (Sw: *Aktiebolagslagen* (2005:551)) regulating distribution of assets (including profits and dividends and any other form of transfer of value (Sw: *värdeöverföring*) within the meaning of the Swedish Companies Act). It is agreed that the Guaranty Obligations only applies to the maximum extent permitted by the above mentioned provisions of the Swedish Companies Act.

(ii) The Guaranty Obligations do not apply to any liability to the extent that it would result in the Guaranty Obligations being illegal or constituting unlawful financial assistance

in any relevant jurisdiction concerning the financial assistance by that company for the acquisition of, or subscription for, shares or concerning the protection of shareholders' capital.

(d) Guarantors organized in Ireland:

(i) The Guaranty Obligations do not apply to any liability to the extent that it would result in the Guaranty Obligations being illegal or constituting unlawful financial assistance pursuant to Section 82 of the Irish Companies Act concerning the financial assistance by that company for the acquisition of, or subscription for, shares or concerning the protection of shareholders' capital.

SECTION 11

MISCELLANEOUS

Section 11.01 Notices.

(a) Subject to paragraph (b) below, all notices and other communications provided for herein or under any other DIP Loan Document shall be in writing (including by facsimile and electronic mail with (.pdf attached)), and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or electronic mail, as follows:

(i) if to the Borrower or any Guarantor, to it at

Scandinavian Airlines System Denmark-Norway-Sweden
S-195 87 Stockholm
Sweden
Attention: Erik Andrén and Anna Almén
Email: erik.andren@sas.se and anna.almen@sas.se
with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: David N. Griffiths; Justin D. Lee
Email: david.griffiths@weil.com; justin.d.lee@weil.com:

(ii) if to the Administrative Agent or Collateral Agent, to it at

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Patrick J. Healy and Yulia Davydovitch
Email: PHealy@wsfsbank.com; ydydovitch@wsfsbank.com
With a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036
Attention: Mark Somerstein
Email: mark.somerstein@ropesgray.com

(iii) if to any DIP Lender, to it at its address on file with the Administrative Agent (or telecopy number) or, if subsequently delivered, on a notice from the DIP Lender to the Administrative Agent or on an Assignment and Acceptance;

(b) Notices and other communications to the DIP Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable DIP Lender. The Administrative Agent or the Borrower may, in its reasonable discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address, telecopy number or e-mail address for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt; provided, however, that in each case, if a notice or other communication would be deemed to have been given in accordance with the foregoing at any time other than during the recipient's normal business hours on a Business Day for such recipient, such notice or other communication shall be deemed given on the next succeeding Business Day for such recipient.

(d) Platform.

(i) Each Obligor agrees that each Agent may, but shall not be obligated to, make any Communications available to the DIP Lenders by posting the Communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by such Agent to be its electronic transmission system (the "Platform").

(ii) The Platform and the Communications are provided "as is" and "as available." The Agents and their Related Parties do not warrant the accuracy or completeness of the Communications, or the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Platform and the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, 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 or any of its Related Parties in connection with the Communications or the Platform. In no event shall any Agent or any of its Related Parties have any liability to any Obligor, any DIP Lender or any other person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of any Obligor's or any Agent's transmission of communications through the internet or the Platform, except to the extent the liability of such Agent is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Agent's gross negligence or willful misconduct.

(iii) Each of the DIP Lenders and the Obligors acknowledge and agree that the distribution of material through an electronic medium is not necessarily secure, that no Agent is responsible for approving or vetting the representatives or contacts of any DIP Lender that are added to the Platform, and that there are confidentiality and other risks associated with such distribution. Each of the DIP Lenders and the Obligors hereby approve distribution of any Communications through the Platform and understands and assumes the risks of such distribution.

(iv) Each Obligor acknowledges that (a) certain of the DIP Lenders may be "public-side" DIP Lenders (i.e., DIP Lenders that do not wish to receive information of a type that

would constitute material non-public information with respect to Parent or its securities) (each, a “Public Lender”). The Borrower agrees that (w) at the request of an Agent, Communications that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Communications “PUBLIC,” the Obligors shall be deemed to have authorized such Agent and the DIP Lenders to treat such Communications as not containing any information of a type that would constitute material non-public information with respect to the Borrower, the other Obligors, their Affiliates, or their securities for purposes of United States federal securities laws (provided, however, that to the extent such Communications constitute confidential information, they shall be treated as such as set forth in Section 11.03); (y) all Communications marked “PUBLIC” are permitted to be made available through a portion of the Platform designated as “Public Side Information;” and (z) the Agents shall be entitled to treat any Communications that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not marked as “Public Side Information.” Notwithstanding the foregoing, the following Communications shall be deemed “PUBLIC,” (A) unless the Borrower notifies the Administrative Agent promptly in writing that any such document contains material non-public information, the DIP Loan Documents and notification of changes in the terms of the DIP Loans, (B) copies of the Parent’s public filings with the Swedish financial supervisory authority or any equivalent foreign regulatory authority, as applicable, and (C) notices or communications posted on Parent’s general commercial website on the Internet, as such website may be specified by Parent to the Administrative Agent from time to time.

(v) Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “Private Side Information” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable law, including United States federal and state securities laws, to make reference to Communications that are not made available through the “Public Side Information” portion of the Platform and that may contain information of a type that would constitute material non-public information with respect to the Borrower, the other Obligors, their Affiliates, or their securities for purposes of United States federal or state securities laws. In the event that any Public Lender has elected for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (i) the Agents and other DIP Lenders may have access to such information and (ii) neither the Obligors nor the Agents or other DIP Lender with access to such information shall have (x) any responsibility for such Public Lender’s decision to limit the scope of information it has obtained in connection with this Agreement and the other DIP Loan Documents or (y) any duty to disclose such information to such electing DIP Lender or to use such information on behalf of such electing DIP Lender, and shall not be liable for the failure to so disclose or use such information.

(vi) Each DIP Lender agrees that notice to it (as provided in the next sentence) specifying that the Communications have been posted to the Platform (as defined below) shall constitute effective delivery of the Communications to such DIP Lender for purposes of the DIP Loan Documents. Each DIP Lender agrees (A) to notify the Administrative Agent in writing (including by electronic communication) from time to time of such DIP Lender’s email address to which the foregoing notice may be sent by electronic transmission and (B) that the foregoing notice may be sent to such email address.

(vii) Each of the DIP Lenders and the Obligors agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store the

Communications on the Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

(viii) Nothing in this Section 11.01(d) shall prejudice the right of the Agents, or any DIP Lender or any Obligor to give any notice or other communication pursuant to this Agreement or any other DIP Loan Document in any other manner specified in this Agreement or any other DIP Loan Document.

Section 11.02 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) neither the Borrower nor any Guarantor may assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of each DIP Lender and each Agent (and any attempted assignment or transfer by the Borrower or any Guarantor without such consent shall be null and void), provided that the foregoing shall not restrict any transaction permitted by Section 7.05, and (ii) no DIP Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 11.02. 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 paragraph (d) of this Section 11.02) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agents and the DIP Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Subject to the conditions set forth in paragraph (b)(iii) below,

(i) prior to the date of the Initial Borrowing, each DIP Lender may assign all or any part of its respective pro rata shares of its DIP Commitment, as the case may be, to an Eligible Assignee (except for any Defaulting Lender) with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) and the Borrower (such consent not to be unreasonably withheld, conditioned or delayed); provided that, no consent of the Borrower shall be required for any assignments to any other DIP Lender, any of their respective Affiliates or an Approved Fund of a DIP Lender, and

(ii) from and after the date of the Initial Borrowing, each DIP Lender may assign all or any part of, its respective pro rata shares of its DIP Commitment and/or its DIP Loans, as the case may be, to an Eligible Assignee (except for any Defaulting Lender) with the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) and the Borrower (such consent not to be unreasonably withheld, conditioned or delayed); provided that, (x) the Borrower shall be deemed to have consented if the Borrower has not responded to the Administrative Agent within five (5) Business Days of a written request for such consent, (y) no consent of the Borrower or Administrative Agent shall be required for any assignments to any other DIP Lender, any of their respective Affiliates or an Approved Fund of a DIP Lender and (z) no consent of the Borrower shall be required at any time when an Event of Default is continuing.

(iii) Assignments shall be subject to the following additional conditions:

(1) except in the case of an assignment to a DIP Lender, an Affiliate of a DIP Lender or an Approved Fund of a DIP Lender or, in the case of an assignment of all remaining DIP Loans or DIP Commitments of a DIP Lender, the amount of such DIP Commitment or DIP Loans of the assigning DIP Lender subject to each such assignment

(determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$1,000,000, and after giving effect to such assignment, the portion of the DIP Loan or DIP Commitment held by the assigning DIP Lender of the DIP Loan or DIP Commitment shall not be less than \$1,000,000, in each case unless the Borrower and the Administrative Agent otherwise consent, such consent not to be unreasonably withheld, conditioned or delayed; provided that any such assignment shall be in increments of \$1,000,000 in excess of the minimum amount described above;

(2) each partial assignment shall be made as an assignment of a proportionate part of all the assigning DIP Lender's rights and obligations under this Agreement;

(3) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 for the account of the Administrative Agent (which may be waived by the Administrative Agent in its sole discretion);

(4) the assignee, if it was not a DIP Lender immediately prior to such assignment, shall deliver (i) to the Administrative Agent an administrative questionnaire in a form as the Administrative Agent may require and (ii) any documents required to be delivered pursuant to Section 2.19; and

(5) the assignee shall have provided to each Agent any documentation and information required by such Agent in connection with its "know your customer" process.

In no event shall the Administrative Agent be responsible or have any liability for or in connection with, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders, and the Administrative Agent shall not be obligated to ascertain, monitor or inquire as to whether any DIP Lender or prospective assignee is a Disqualified Lender or have any liability with respect to or arising out of an assignment made to, or disclosure of confidential information to, a Disqualified Lender or any other Person that is not an Eligible Assignee. For the purposes of this Section 11.02(b), the term "Approved Fund" shall mean with respect to any DIP Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) such DIP Lender, (b) an Affiliate of such DIP Lender or (c) an entity or an Affiliate of an entity that administers or manages such DIP Lender.

For the purposes of this Section 11.02(b), the term "Approved Fund" shall mean with respect to any DIP Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) such DIP Lender, (b) an Affiliate of such DIP Lender or (c) an entity or an Affiliate of an entity that administers or manages such DIP Lender.

(iv) Subject to acceptance and recording thereof pursuant to paragraph (c) of this Section 11.02, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a DIP Lender under this Agreement, and the assigning DIP Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement, except as provided in Section 2.26(b) (and, in the case of an Assignment and Acceptance covering all of the assigning DIP Lender's rights and obligations under this Agreement, such DIP Lender shall cease

to be a party hereto but shall continue to be entitled to the benefits of Sections 2.17, 2.19 and 11.02(b)). Any assignment or transfer by a DIP Lender of rights or obligations under this Agreement that does not comply with this Section 11.02 shall be treated for purposes of this Agreement as a sale by such DIP Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section 11.02.

(v) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower solely with respect to the actions described in this Section 11.02(b)(v), shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the DIP Lenders, and the DIP Commitments of, and principal amount (and stated interest) of the DIP Loans owing to, each DIP 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 Guarantors, the Agents and the DIP Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a DIP Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any DIP Lender, at any reasonable time and from time to time upon reasonable prior notice.

(vi) Notwithstanding anything to the contrary contained herein, no assignment may be made hereunder to any Defaulting Lender or any of its subsidiaries, or any Person who, upon becoming a DIP Lender hereunder, would constitute any of the foregoing Persons described in this clause (vi).

(vii) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment will be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of DIP Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Borrower, Agents and each other DIP Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all DIP Loans in accordance with its Aggregate Exposure Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest will be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(c) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning DIP Lender and an assignee, the assignee’s completed administrative questionnaire in a form as the Administrative Agent may require and all requested tax forms and “know your customer” documents (unless the assignee shall already be a DIP Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register; provided that if either the assigning DIP Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.04, 9.04 or 11.02(b), the Administrative Agent shall have no obligation to accept such Assignment and Acceptance and record the information therein in the Register unless and until such payment shall have been made in

full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(d) (i) The DIP Lenders, may, sell participations to one or more banks or other entities (other than a natural person, a Defaulting Lender or a Disqualified Lender) (a “Participant”) in all or a portion of such DIP Lender’s rights and obligations under this Agreement (including all or a portion of its DIP Commitment and the DIP Loans); provided that (A) such DIP Lender’s obligations under this Agreement shall remain unchanged, (B) such DIP Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Agents and the DIP Lenders shall continue to deal solely and directly with such assigning DIP Lender in connection with such assigning DIP Lender’s rights and obligations under this Agreement. Any agreement or instrument pursuant to which a DIP Lender sells such a participation shall provide that such DIP Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement. Subject to Section 11.02(d)(ii), the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.17 and 2.19 to the same extent as if it were a DIP Lender and had acquired its interest by assignment pursuant to Section 11.02(b), provided that, no such Participant shall be entitled to receive any benefits under Section 2.17 or 2.19 in excess of such amounts as would have been received by the applicable DIP Lender had no participation occurred, except to the extent such entitlement by such DIP Lender to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a DIP Lender, provided such Participant agrees to be subject to the requirements of Section 9.08 as though it were a DIP Lender. Each DIP Lender that sells a participation, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the DIP Loans or other obligations under this Agreement (the “Participant Register”); provided that no DIP Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant’s interest in any DIP Commitments, DIP Loans or its other obligations under this Agreement or any DIP Loan Document) except to the extent that such disclosure is necessary to establish that such DIP Commitment, DIP Loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations and Section 1.163-5(b) of the United States Proposed Treasury Regulations (or any amended or successor version). The entries in the Participant Register shall be conclusive absent manifest error, and such DIP Lender, the Borrower, the Guarantors and the Agents shall treat each person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary.

(ii) A Participant shall not be entitled to the benefits of Section 2.19 unless such Participant agrees, for the benefit of the Borrower, to comply with Section 2.19(g), Section 2.19(h) and Section 2.19(i) as though it were a DIP Lender (it being understood that such Participant shall deliver such forms and information to its participating DIP Lender).

(iii) Participations sold pursuant to this Section 11.02 shall not have any voting or approval rights under the DIP Loan Documents and shall be excluded in determining whether all DIP Lenders or the Majority DIP Lenders have taken or may take any action hereunder but shall be included in determining whether all affected DIP Lenders have taken or may take any action hereunder.

(e) Notwithstanding the foregoing, no assignment may be made or participation sold to a Disqualified Lender without the prior written consent of the Borrower. Notwithstanding anything contained in this Agreement or any other DIP Loan Document to the contrary, if any DIP Lender was a Disqualified Lender at the time of the assignment of any DIP Loans or DIP Commitments to such DIP

Lender, following written notice from the Borrower to such DIP Lender and the Administrative Agent: (1) such DIP Lender shall promptly assign all DIP Loans and DIP Commitments held by such DIP Lender to an Eligible Assignee in accordance with Section 11.02(b); provided that (A) the Administrative Agent shall not have any obligation to the Borrower, such DIP Lender or any other Person to find such a replacement DIP Lender, (B) the Borrower shall not have any obligation to such Disqualified Lender or any other Person to find such a replacement DIP Lender or accept or consent to any such assignment to itself or any other Person subject to the Borrower's consent and (C) the assignment of such DIP Loans and/or DIP Commitments, as the case may be, shall be at par plus accrued and unpaid interest and fees; (2) such DIP Lender shall not have any voting or approval rights under the DIP Loan Documents and shall be excluded in determining whether all DIP Lenders, all affected DIP Lenders or the Majority DIP Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to this Section 11.02(e)); provided that the DIP Commitment of any Disqualified Lender may not be increased or extended without the consent of such Disqualified Lender; (3) any waiver, amendment or modification requiring the consent of all DIP Lenders or each affected DIP Lender that affects any Disqualified Lender adversely and in a manner that is disproportionate to other affected DIP Lenders shall require the consent of such Disqualified Lender; and (4) no Disqualified Lender is entitled to receive information provided solely to DIP Lenders by the Administrative Agent or any DIP Lender or will be permitted to attend or participate in meetings attended solely by the DIP Lenders and the Administrative Agent, other than the right to receive notices or Borrowings, notices or prepayments and other administrative notices in respect of its DIP Loans or DIP Commitments required to be delivered to DIP Lenders pursuant to Section 2 hereof.

(f) Any DIP 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 DIP Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such DIP Lender, and this Section 11.02 (other than this clause (f)) shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a DIP Lender's obligations hereunder or substitute any such pledgee or assignee for such DIP Lender as a party hereto.

(g) Any DIP Lender may, in connection with any pledge, assignment or participation or proposed pledge, assignment or participation pursuant to this Section 11.02, disclose to the lender, assignee or participant or proposed lender, assignee or participant, any information relating to the Borrower or the Guarantors furnished to such DIP Lender by or on behalf of the Borrower or the Guarantors pursuant to any DIP Loan Document; provided that prior to any such disclosure, each such lender, assignee or participant or proposed lender, assignee or participant is subject to an agreement containing provisions substantially the same as those of Section 11.03 (and the Borrower shall be a third party beneficiary thereof).

Section 11.03 Confidentiality. Each DIP Lender agrees to keep any information delivered or made available by the Borrower or the Guarantors to it in connection with the DIP Facility confidential, in accordance with its customary procedures, from anyone other than persons employed or retained by such DIP Lender who are or are expected to become engaged in evaluating, approving, structuring or administering the DIP Loans, and who are advised by such DIP Lender of the confidential nature of such information and instructed to keep such information confidential; provided that nothing herein shall prevent any DIP Lender from disclosing such information (a) to any of its Affiliates and their respective agents, advisors, officers, directors and employees (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential) or to any other DIP Lender or any other party hereto, (b) upon the order of any court or administrative agency or to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (c) upon the request or requirement of any regulatory agency or authority (including any self-regulatory authority), (d) which has been publicly disclosed other than as a result of a disclosure by any Agent or any DIP Lender which is not permitted by this Agreement, (e) in connection with any

litigation to which any Agent, any DIP Lender, or their respective Affiliates may be a party to the extent required under applicable rules of discovery, (f) to the extent required in connection with the exercise of any remedy or enforcement of rights hereunder, (g) to such DIP Lender's legal counsel and independent auditors who need to know such information in connection with the Transactions and who are informed of the confidential nature of such information or who are subject to customary confidentiality obligations of professional practice or who agree in writing to be bound by the terms of this Section 11.03 (or language substantially similar to this paragraph), (h) on a confidential basis to any rating agency in connection with rating Parent and its Subsidiaries or the DIP Facility, (i) with the consent of the Borrower, (j) as set forth in Section 11.02(g), (k) to authorized representatives of its labor unions (subject to their confidentiality obligations with such DIP Lender) and (l) to any actual or proposed participant or assignee of all or part of its rights hereunder, to any direct or indirect contractual counterparty (or the professional advisors thereto) to any swap or derivative transaction under which payments are to be made by reference to Parent and its obligations or to any credit insurance provider under which payments are to be made by reference to Parent and its obligations, in each case, subject to the proviso in Section 11.02(g) (with any reference to any assignee or participant set forth in such proviso being deemed to include a reference to such contractual counterparty or credit insurance provider for purposes of this Section 11.03). If any DIP Lender is in any manner requested or required to disclose any of the information delivered or made available to it by the Borrower or the Guarantors under clauses (b) or (c) of this Section, such DIP Lender will, to the extent permitted by law, provide the Borrower or the Guarantors with prompt notice, to the extent reasonable, so that the Borrower or the Guarantors may seek, at its sole expense, a protective order or other appropriate remedy or may waive compliance with this Section 11.03.

Section 11.04 Expenses; Indemnity; Waiver.

(a) The Obligors agree to pay on demand (i) all reasonable out-of-pocket fees, costs and expenses of the Agents and the DIP Lenders (including reasonable and documented fees and expenses of counsel to the Agents and to the DIP Lenders, special aviation counsel and each local law counsel in each relevant local jurisdiction for the Agents and DIP Lenders and fees of tax, operational advisors and financial consultants, investment bankers and other advisors to the DIP Lenders) in connection with the preparation, execution and delivery of the DIP Loan Documents (including, without limitation, all due diligence, collateral review, transportation, computer, duplication, appraisal, audit, insurance, consultant, counsel, search, filing and recording fees and expenses) and documents needed to implement the Transactions; (ii) all reasonable out-of-pocket fees, costs and expenses of the Agents and DIP Lenders (including reasonable and documented fees and expenses of Ropes & Gray LLP as primary counsel to the Agents, Akin Gump Strauss Hauer & Feld LLP as primary counsel to the DIP Lenders, Watson Farley & Williams LLP as special aviation counsel and each local law counsel in each relevant local jurisdiction for the Agents and DIP Lenders and fees of tax, operational advisors and financial consultants, investment bankers and other advisors to the DIP Lenders), in connection with participating and monitoring the Chapter 11 Cases, the administration, modification, supplement and amendment of, or any consent or waiver under, the DIP Loan Documents and the other documents to be delivered hereunder and each Agent as to its rights and responsibilities, or the perfection, protection or preservation of rights or interests, under the DIP Loan Documents, with respect to negotiations with the Obligors or with other creditors of the Obligors or any of their Subsidiaries arising out of any Default or Event of Default, any events or circumstances that may give rise to a Default or an Event of Default and with respect to presenting claims in or otherwise participating in or monitoring any bankruptcy, insolvency or other similar proceeding involving creditors' rights generally and any proceeding ancillary thereto; and (iii) all costs and expenses of the Agents and the DIP Lenders (including reasonable and documented fees and expenses of Ropes & Gray LLP as primary counsel to the Agents, Akin Gump Strauss Hauer & Feld LLP as primary counsel to the DIP Lenders, Watson Farley & Williams LLP special aviation counsel and each local law counsel in each relevant local jurisdiction for the Agents and DIP Lenders and fees of tax, operational advisors and financial consultants, investment bankers and other advisors to the DIP Lenders), in connection with the enforcement of the DIP Loan

Documents, whether in any action, suit or litigation, or any bankruptcy, insolvency, workout or restructuring or other similar proceeding affecting creditors' rights generally; provided, however, that, the fees, costs and expenses payable pursuant to this Section 11.04(a) to counsel to the Agents and the DIP Lenders shall be limited to the fees, costs and expenses of (w) Ropes & Gray LLP as primary counsel to the Agents, (x) Akin Gump Strauss Hauer & Feld LLP as primary counsel to the DIP Lenders, (y) Watson Farley & Williams LLP as special aviation counsel to the DIP Lenders, and (z) local law counsel in Sweden, Denmark, Norway, Ireland and each other relevant local jurisdiction for the Agents and the DIP Lenders. All payments or reimbursements pursuant to this clause (a) shall be paid within five (5) Business Days after the applicable Review Period (as defined in the DIP Order). Payment of such fees, expenses and disbursements in this Section 11.04(a) shall be subject to the procedures set forth in the DIP Order.

(b) The Obligors shall, jointly and severally, indemnify each Agent and each DIP 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, taxes that are, or imposed in respect of, any Collateral Taxes, claims, damages, actions, suits, judgements, liabilities and related expenses, including, without limitation, reasonable and documented fees, charges and disbursements of any counsel for any Indemnatee, arising out of, in connection with, or as a result of any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory and regardless of whether any Indemnatee is a party thereto and whether or not any such claim, litigation, investigation or proceeding is brought by any Obligor, its equity holders, its Affiliates, its creditors or any other Person (including any investigating, preparing for or defending any such claims, actions, suits, litigation, investigations or proceedings, whether or not in connection with pending or threatened litigation in which such Indemnatee is a party), relating to (i) the preparation, negotiation, execution, delivery, administration, or enforcement of this Agreement, any other DIP Loan Document or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (ii) any DIP Loan or the use of the proceeds therefrom, (iii) any actual or alleged presence, Use or Release of Hazardous Materials on, at, under, in or from any property owned, leased or operated by Parent or any of its Subsidiaries or any Agent or any DIP Lender, or any Related Party of the foregoing or any warranty or representation made by Borrower concerning compliance with Environmental Laws being false or untrue in any material respect, or any Environmental Liability related in any way to, or asserted against, Parent or any of its Subsidiaries, (iv) any Collateral Taxes or the imposition of any Collateral Taxes, (v) the operation, possession, use, non-use, control, leasing, subleasing, maintenance, storage, overhaul, testing, acceptance flights at return or inspections of any Pledged Aircraft, Collateral Airframe or Collateral Engine by the Borrower, any Guarantor or any Person (other than such Indemnatee), including, without limitation, claims for death, personal injury, property damage, other loss or harm to any Person and claims relating to any applicable requirement of law, including, without limitation, Environmental Laws, noise and pollutions laws, rules or regulations, or (vi) any preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of a Pledged Aircraft, Collateral Airframe or Collateral Engine, or procuring the release of such Pledged Aircraft, Collateral Airframe or Collateral Engine; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from (x) if such Indemnatee is a DIP Lender or a Related Party of a DIP Lender, the bad faith, gross negligence or willful misconduct of such Indemnatee, or (y) if such Indemnatee is an Agent or a Related Party of an Agent, the gross negligence or willful misconduct of such Indemnatee.

(c) To the extent permitted by applicable law, each party hereto shall not assert, and hereby waives, any claim against any other party hereto, on any theory of liability, for special, indirect, incidental, 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, any DIP Loan or the use of the proceeds thereof; provided that nothing in this clause (c) shall relieve any Obligor of any obligation it may have to indemnify an Indemnitee against special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party. No Indemnitee referred to in paragraph (b) above 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 DIP Loan Documents or the transactions contemplated hereby or thereby (except to the extent determined in a final and non-appealable judgment by a court of competent jurisdiction to have arisen from (x) if such Indemnitee is a DIP Lender or a Related Party of a DIP Lender, the bad faith, gross negligence or willful misconduct of such Indemnitee, or (y) if such Indemnitee is an Agent or a Related Party of an Agent, the gross negligence or willful misconduct of such Indemnitee.

(d) The Obligors agree not to compel marshalling and affirmatively waive any claim they otherwise might have under section 506(c) and 552(b) of the Bankruptcy Code and agree that the DIP Collateral securing the DIP Facility may not be charged with any costs or expenses they or their estates may have except with respect to the priority provided under this Agreement for the Carve-Out Expenses.

(e) In the event of any claim hereunder or under any other DIP Loan Document against the Borrower or other Grantor in respect of Taxes attributable to or arising out of the use, non-use, operation, ownership, possession, control, leasing, subleasing, maintenance, storage, import, or export of, or otherwise in connection with, the DIP Collateral ("Collateral Taxes"), the relevant Indemnitee shall within forty-five (45) calendar days of the date such Indemnitee has received written notification of such claim, give the Borrower written notice of such claim; provided that, a failure to give such notice in a timely manner shall not preclude a claim for indemnification hereunder, except to the extent such failure precludes the Borrower's right to contest such claim and such failure is not the result of the action or omission of the Borrower. If the Borrower so requests in writing within thirty (30) calendar days after receipt of such notice, the Indemnitee shall consult with the Borrower to consider what action may be taken to resist payment of the relevant Collateral Taxes, and following such consultation the Indemnitee shall take action reasonably requested by the Borrower, at the Borrower's expense, to contest the claim in the name of the Indemnitee or, if permitted by applicable law to be contested in the Borrower's name, allow the Borrower at Borrower's expense to contest in the name of the Borrower, in which case the Borrower shall control the contest; provided that the following conditions are met:

(i) the Indemnitee shall have received adequate provision satisfactory to it for such claim and any liability, expense or loss arising out of or related to such contest (including without limitation indemnification for all costs, expenses, losses, reasonable legal and accounting fees and disbursements, penalties and interest);

(ii) the contest will not result in any material danger of the sale, forfeiture or loss of, or the creation of any Lien on, the DIP Collateral;

(iii) the contest does not involve any risk of criminal or any material risk of civil liability against the Indemnitee;

(iv) if such contest shall be conducted in a manner requiring the payment of the claim, the Borrower shall have paid such claim to the extent required;

(v) no Event of Default shall have occurred and be continuing;

(vi) the Indemnatee shall have received a legal opinion (at the expense of the Borrower) from counsel selected by the Borrower (and reasonably satisfactory to such Indemnatee) indicating that there is a reasonable basis for contesting such Taxes;

(vii) the Indemnatee has not determined that the proposed actions to contest such claim give rise to a material risk of creating a local franchise issue of the Tax Indemnatee (e.g. material adverse publicity or material impairment of the Tax Indemnatee's relationship with local regulators) or impairing the status of other open Tax matters (e.g. Tax audits) between the Indemnatee and the relevant taxing authorities; and

(viii) if the Indemnatee is an Agent and the contest must be made in the name of such Agent, such contest shall be subject to the prior written consent of such Agent.

Unless one of the conditions enumerated in paragraphs (i) through (vii) above shall cease to be satisfied, the Indemnitees shall not settle any claim in respect of Collateral Taxes without the prior written consent of the Borrower, which consent shall not be unreasonably withheld or delayed.

The agreements in this Section 11.04 shall survive resignation or replacement of any Agent or any assignment of rights by, or the replacement of, a DIP Lender, and shall remain operative and in full force and effect regardless of the termination of this Agreement or any other DIP Loan Document, the consummation of the transactions contemplated hereby, the repayment, satisfaction or discharge of any of the DIP Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other DIP Loan Document, or any investigation made by or on behalf of any Agent or any DIP Lender.

Section 11.05 Governing Law; Jurisdiction; Consent to Service of Process; Immunity.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York and, to the extent applicable, the Bankruptcy Code.

(b) Each of the DIP Lenders and the Agents hereby irrevocably and unconditionally agree that, notwithstanding the governing law provisions of any applicable DIP Loan Document or any other limitations set out therein, any claims brought against any Agent by any DIP Lender relating to this Agreement, any other DIP Loan Document, the DIP Collateral or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Save for any DIP Loan Document which is subject to a law other than the law of the State of New York or subject to a jurisdiction other than those mentioned in this paragraph (c), each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court, and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, the federal court of the United States of America for the Southern District of New York located in the borough of Manhattan and appellate courts from any thereof (or in the event such federal court lacks subject matter jurisdiction, in any New York State court located in the borough of Manhattan), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other DIP Loan Document or the transactions relating hereto or thereto, or for recognition or enforcement of any judgment arising therefrom (a "Related Proceeding"), and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such Related Proceeding may (and any such claims, cross-claims or third party claims brought against the Administrative Agent, the Collateral Agent or any of their Related Parties may only) be heard and determined in such Federal (to the extent permitted by law of the relevant party) or New York State court. Each of the parties hereto agrees that a final judgment in any such Related Proceeding shall, to the extent permitted by the applicable law of

the relevant party, 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 or in any other DIP Loan Document shall affect any right that any Agent or any DIP Lender may otherwise have to bring any Related Proceeding against the Borrower, any Obligor or its properties in the courts of any jurisdiction.

(d) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Related Proceeding arising out of or relating to this Agreement or any other DIP Loan Document in any court referred to in Section 11.05(c). 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 Related Proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 11.01.

(f) Each party hereto acknowledges and agrees that the activities contemplated by the provisions of the DIP Loan Documents are commercial in nature rather than governmental or public and therefore acknowledges and agrees that it is not entitled to any right of immunity on the grounds of sovereignty or otherwise with respect to such activities or in any Related Proceeding. Each such party in respect of itself and its properties and revenues, expressly and irrevocably waives any such right of immunity (including, but not limited to, any immunity from suit, from the jurisdiction of any court, from service of process, from set-off, from any execution or attachment in aid of execution prior to judgment or otherwise or from any other legal process) or claim thereto which may now or hereafter exist (whether or not claimed) in any such Related Proceeding and irrevocably agrees not to assert any such right or claim in any such Related Proceeding that may at any time be commenced, whether in the United States of America or otherwise.

Section 11.06 No Waiver. No failure on the part of the Administrative Agent, the Collateral Agent or any of the DIP Lenders to exercise, and no delay in exercising, any right, power or remedy hereunder or any of the other DIP Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 11.07 Extension of Maturity. Should any payment of principal of or interest or any other amount due hereunder become due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, in the case of principal, interest shall be payable thereon at the rate herein specified during such extension.

Section 11.08 Amendments, etc.

(a) No modification, amendment or waiver of any provision of this Agreement or any other DIP Loan Document (other than any fee or similar letter which may be modified, amended or waived by the parties thereto), and no consent to any departure by the Borrower or the Guarantors therefrom, shall in any event be effective unless the same shall be in writing and signed by the Majority DIP Lenders (with a copy delivered to the Administrative Agent) (or signed by the Administrative Agent with the consent of the Majority DIP Lenders), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given; provided, however, that no such modification or amendment shall without the prior written consent of:

(i) Each DIP Lender directly and adversely affected thereby (A) increase the DIP Commitment of any DIP Lender or extend the termination date of the DIP Commitment of any DIP Lender (it being understood that a waiver of an Event of Default shall not constitute an increase in or extension of the termination date of the DIP Commitment of a DIP Lender), (B) reduce the principal amount of any DIP Loan, or the rate of interest payable thereon (provided that only the consent of the Majority DIP Lenders shall be necessary for a waiver of default interest referred to in Section 2.08), or extend any date for the payment of interest or Fees hereunder (other than pursuant to a Maturity Date Extension in accordance with the definition of “Scheduled Maturity Date”) or reduce any Fees payable hereunder or extend the final maturity of the Borrower’s obligations hereunder, (C) amend, modify or waive any provision of Section 2.05, Section 2.15, Section 2.20(b) (including the last sentence of Section 8.01), Section 3.01 or Section 9.08, (D) [reserved], or (E) amend, waive or modify any provision that requires repayment of a DIP Lender’s DIP Loans in immediately available funds without such DIP Lender’s consent;

(ii) all of the DIP Lenders (A) amend or modify any provision of this Agreement which provides for the unanimous consent or approval of the DIP Lenders, (B) amend or modify this Section 11.08 or modify the percentage of the DIP Lenders required in the definition of Majority DIP Lenders, (C) release all or substantially all of the Liens on the DIP Collateral granted to the Collateral Agent hereunder or under any other DIP Loan Document, (D) release all or substantially all of the Guarantors, or (E) amend, modify or waive any provision of this Agreement in order to permit the incurrence of any financing pursuant to section 364 of the Bankruptcy Code (other than the DIP Facility in the maximum amounts permitted after giving effect to the DIP Order) that would be secured by the DIP Collateral (or any portion thereof) on a *pari passu* or senior basis with the DIP Obligations or that would benefit from any Super-priority Claim in the Chapter 11 Cases that is *pari passu* or senior to the Super-priority Claims with respect to the DIP Obligations as provided in the DIP Order; provided further, that any Collateral Document may be amended, supplemented or otherwise modified with the consent of the applicable Grantor and the Collateral Agent (i) to perfect or enhance the security interests, add assets (or categories of assets) to the DIP Collateral covered by such Collateral Document, (ii) as required or deemed advisable by the Collateral Agent to address issues of local law or (iii) to remove any asset or type or category of asset (including after-acquired assets of that type or category) from the DIP Collateral covered by such Collateral Document to the extent the release thereof is expressly permitted by this Agreement;

(b) No such modification or amendment shall amend, modify or waive or otherwise affect any provisions of Section 9 or the rights or duties of, or any fees or other amounts payable to, any Agent without the prior written consent of each affected Agent. Only the consent of the parties to the Agent Fee Letter shall be required to amend, modify or supplement the terms thereof.

(c) Each assignee under Section 11.02(b) shall be bound by any amendment, modification, waiver, or consent authorized as provided herein, and any consent by a DIP Lender shall bind any Person subsequently acquiring an interest in the DIP Loans held by such DIP Lender. No amendment to this Agreement shall be effective against the Borrower or any Guarantor unless signed by the Borrower or such Guarantor, as the case may be.

(d) Notwithstanding anything to the contrary contained in this Section 11.08, if an Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature in any provision of the DIP Loan Documents, then such Agent and the Borrower shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any DIP Loan Document if the same is not objected to in writing by the Majority DIP Lenders within three (3) Business Days after written notice thereof to the DIP Lenders.

(e) Amendments and waivers of the DIP Loan Documents relating to labor, aircraft operation and maintenance and airport operations and Material Pledged Slots and other similar operational matters, shall require the approval of only the Majority DIP Lenders.

Section 11.09 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 11.10 Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Agreement.

Section 11.11 Survival. All covenants, agreements, representations and warranties made by the Obligors herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any DIP Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent or any DIP Lender may have had notice or knowledge of any Event of Default or incorrect representation or warranty at the time any credit is extended hereunder. The provisions of Sections 2.17, 2.19, 6.15, 6.16, 11.04, 11.11, 11.18, and Section 9 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment, satisfaction or discharge of the DIP Loans, the expiration or termination of the DIP Commitments, the termination of this Agreement or any other DIP Loan Document or any provision hereof or thereof, or the resignation or replacement of any Agent.

Section 11.12 Execution in Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, 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 which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other DIP Loan Document and/or any ancillary document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require any Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent any Agent has agreed to accept any Electronic Signature, each Agent and each of the DIP Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Obligor without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of any Agent or any DIP Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Obligor hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Agents, the DIP Lenders, and the Borrower and the Guarantors, Electronic Signatures transmitted by telecopy,

emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other DIP Loan Document and/or any ancillary document shall have the same legal effect, validity and enforceability as any paper original, (ii) each Agent and each of the DIP Lenders may, at its option, create one or more copies of this Agreement, any other DIP Loan Document and/or any ancillary document in the form of an imaged Electronic Record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such Electronic Records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other DIP Loan Document and/or any ancillary document based solely on the lack of paper original copies of this Agreement, such other DIP Loan Document and/or such ancillary document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Indemnitee for any liabilities arising solely from any Agent's and/or any DIP Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the Borrower and/or any Obligor to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 11.13 USA Patriot Act. Each DIP Lender that is subject to the requirements of the Patriot Act hereby notifies the Borrower and the Guarantors that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information includes the name and address of the Borrower and the Guarantors and other information that will allow such DIP Lender to identify the Borrower and the Guarantors in accordance with the Patriot Act.

Section 11.14 New Value. It is the intention of the parties hereto that any provision of DIP Collateral by a Grantor as a condition to, or in connection with, the making of any DIP Loan shall be made as a contemporaneous exchange for new value given by the DIP Lenders to the Borrower.

Section 11.15 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY OF THE DIP LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.15.

Section 11.16 No Fiduciary Duty. Each Agent, each DIP Lender and their respective Related Parties (collectively, the "Lender Parties"), may have economic interests that conflict with those of the Borrower, the Guarantors, their respective stockholders and/or their respective affiliates. The Borrower and each Guarantor agrees that nothing in the DIP Loan Documents or otherwise related to the Transactions will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Party, on the one hand, and the Borrower, any Guarantor, their respective stockholders or their respective affiliates, on the other hand. The parties hereto acknowledge and agree that (i) the Transactions contemplated by the DIP Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the

one hand, and the Borrower and the Guarantors, on the other hand, and (ii) in connection therewith and with the process leading thereto, (x) no Lender Party has assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders or its affiliates with respect to the Transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Party has advised, is currently advising or will advise the Borrower, its stockholders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in the DIP Loan Documents and (y) each Lender Party is acting solely as principal and not as the agent or fiduciary of the Borrower, any Guarantor, their respective management, stockholders, affiliates, creditors or any other Person. The Borrower and each Guarantor acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such Transactions and the process leading thereto. The Borrower and each Guarantor agrees that it will not claim that any Lender Party has rendered advisory services of any nature or respect or owes a fiduciary or similar duty to the Borrower or such Guarantor, in connection with such Transaction or the process leading thereto.

Section 11.17 [Reserved].

Section 11.18 Currency Indemnity. The payment obligations of any party to a DIP Loan Document (the “payor”) expressed to be payable thereunder in one currency (the “first currency”) shall not be discharged by an amount paid in another currency, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on prompt conversion to the first currency under normal banking procedures would not yield the full amount of the first currency due thereunder, and the payor shall indemnify the recipient of such payment (the “payee”) against any such shortfall; and in the event that any payment by the payor, whether pursuant to a judgment or otherwise, upon conversion and transfer does not result in payment of such amount of the first currency, the payee shall have a separate cause of action against the payor for the additional amount necessary to yield the amount due and owing to the payee. If it is necessary to determine for any reason other than that referred to above the equivalent in the first currency of a sum denominated in the second currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with the second currency on the Business Day on which such determination is to be made (or, if such day is not a Business Day, on the next preceding Business Day).

Section 11.19 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

(a) Notwithstanding anything to the contrary in any DIP Loan 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 DIP Loan 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:

(i) the application of any Write-down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(ii) the effects of any Bail-In Action on any such liability, including, if applicable: (1) a reduction in full or in part or cancellation of any such liability; (2) 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 DIP

Loan Document; or (3) 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 11.20 Certain ERISA Matters.

(a) Each DIP Lender (x) represents and warrants, as of the date such Person became a DIP Lender party hereto, to, and (y) covenants, from the date such Person became a DIP Lender party hereto to the date such Person ceases being a DIP Lender party hereto, for the benefit of, each Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Obligor, that at least one of the following is and will be true:

(i) Such DIP Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Plans with respect to such DIP Lender’s entrance into, participation in, administration of and performance of the DIP Loans, the DIP Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such DIP Lender’s entrance into, participation in, administration of and performance of the DIP Loans, the DIP Commitments and this Agreement,

(iii) (A) such DIP Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such DIP Lender to enter into, participate in, administer and perform the DIP Loans, the DIP Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the DIP Loans, the DIP Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such DIP Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such DIP Lender’s entrance into, participation in, administration of and performance of the DIP Loans, the DIP Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between each Agent, in its sole discretion, and such DIP Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause is true with respect to a DIP Lender or (2) a DIP Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such DIP Lender further (x) represents and warrants, as of the date such Person became a DIP Lender party hereto, and (y) covenants, from the date such Person became a DIP Lender party hereto to the date such Person ceases being a DIP Lender party hereto, for the benefit of, each Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Obligor, that such Agent is not a fiduciary with respect to the assets of such DIP Lender involved in such DIP Lender’s entrance into, participation in, administration of and performance of the DIP Loans, the DIP Commitments and this Agreement (including in connection with the reservation or exercise of any rights by such Agent under this Agreement, any DIP Loan Document or any documents related hereto or thereto).

Section 11.21 Acknowledgement Regarding Any Supported QFCs. To the extent that the DIP Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements 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 DIP Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/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 DIP Loan 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 DIP Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 11.20, the following terms have the following meanings:

“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.

“Covered Entity” shall mean any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has 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.

“QFC” has 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).

Section 11.22 Conflicts. If any provision in this Agreement or any other DIP Loan Document expressly conflicts with the provisions of the DIP Order, the provisions of the DIP Order shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

SAS AB (PUBL), as Parent

DocuSigned by:
Carsten Dilling
F726F942FECC433...
Name: Carsten Dilling

DocuSigned by:
Anco van der Werff
1D32E0D0366041C...
Name: Anco van der Werff

SCANDINAVIAN AIRLINES SYSTEM DENMARK-NORWAY-SWEDEN, as Borrower

DocuSigned by:
Carsten Dilling
F726F942FECC433...
Name: Carsten Dilling

DocuSigned by:
Anco van der Werff
1D32E0D0366041C...
Name: Anco van der Werff

SAS SVERIGE AB, as Guarantor

DocuSigned by:
Carsten Dilling
F726F942FECC433...
Name: Carsten Dilling

DocuSigned by:
Anco van der Werff
1D32E0D0366041C...
Name: Anco van der Werff

SAS NORGE AS, as Guarantor

DocuSigned by:
Carsten Dilling
F726F942FECC433...
Name: Carsten Dilling
Title: Authorized Person

SIGNED for and on behalf of SAS DANMARK
A/S by:

DocuSigned by:
Carsten Dilling
E726F942EECC433
Duly authorized signatory

Name: Carsten Dilling

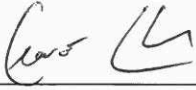
Title: Authorized Person

DocuSigned by:
Anco van der Werff
1D32F0D0366041C...
Duly authorized signatory

Name: Anco van der Werff

Title: Authorized Person

SIGNED for and on behalf of
GORM ASSET MANAGEMENT LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM DARK BLUE LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM DEEP BLUE LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM SKY BLUE LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM WARM RED LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM LIGHT BLUE LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM OCEAN BLUE LIMITED
by Ciaran Connolly,
as its duly authorised attorney



SIGNED for and on behalf of
GORM ENGINE MANAGEMENT LIMITED
by Ciaran Connolly,
as its duly authorised attorney



**SCANDINAVIAN AIRLINES OF NORTH
AMERICA INC.**

DocuSigned by:

Carsten Dilling

By: F726F942FECC433...

Name: Carsten Dilling

Title: Authorized Person

DocuSigned by:

Anco van der Werff

By: 1D32F0D0366041C...

Name: Anco van der Werff

Title: Authorized Person

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent and as Collateral Agent

By: *Yulia Davydovitch*
Name: Yulia Davydovitch
Title: Assistant Vice President

Apollo Overseas Partners (Lux) X GP, S.à r.l.

acting as general partner of **AP Alma Holdings SCSp**

By 
Name: Katherine G. Newman
Title: Class A manager

By _____
Name:
Title: Class B manager

Apollo Overseas Partners (Lux) X GP, S.à r.l.

acting as general partner of **AP Alma Holdings SCSp**

By _____
Name:
Title: Class A manager

By  _____
Name: **André Missuc**
Title: Class B manager

Exhibit B

Initial 13-Week Forecast

DIP Budget	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	13 Week
(Millions of USD)	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Total
	5-Aug-22	12-Aug-22	19-Aug-22	26-Aug-22	2-Sep-22	9-Sep-22	16-Sep-22	23-Sep-22	30-Sep-22	7-Oct-22	14-Oct-22	21-Oct-22	28-Oct-22	
<u>Operating Receipts</u>														
Net Passenger Receipts	\$33	\$49	\$56	\$69	\$51	\$57	\$55	\$55	\$54	\$68	\$66	\$67	\$72	\$753
Net Other Receipts	1	1	1	1	10	2	2	2	19	3	3	3	3	51
Total Operating Receipts	\$34	\$49	\$57	\$70	\$61	\$59	\$57	\$57	\$73	\$70	\$69	\$70	\$75	\$804
<u>Operating Disbursements</u>														
Aircraft Related	(17)	(6)	(4)	(0)	(78)	(14)	(7)	(9)	(37)	(11)	(6)	(9)	(22)	(221)
Other Operating	(38)	(66)	(53)	(49)	(37)	(30)	(82)	(30)	(54)	(48)	(75)	(72)	(65)	(699)
Intercompany	-	(43)	-	(24)	-	-	(38)	(47)	15	-	(39)	(37)	46	(166)
Total Operating Disbursements	(\$55)	(\$115)	(\$58)	(\$74)	(\$114)	(\$44)	(\$127)	(\$86)	(\$76)	(\$59)	(\$120)	(\$117)	(\$41)	(\$1,086)
Operating Cash Flow	(\$21)	(\$65)	(\$1)	(\$3)	(\$53)	\$15	(\$70)	(\$29)	(\$3)	\$12	(\$51)	(\$47)	\$34	(\$283)
Non-Operating Disbursements	5	-	-	-	(21)	-	-	-	(4)	(31)	-	-	21	(32)
Restructuring Related Disbursements	(5)	(15)	(1)	-	-	(10)	(14)	-	-	-	(8)	-	(1)	(55)
DIP Financing Related	-	-	-	-	-	-	343	-	-	-	-	(3)	343	683
Net Cash Flow	(\$21)	(\$80)	(\$2)	(\$3)	(\$75)	\$5	\$259	(\$29)	(\$7)	(\$20)	(\$60)	(\$50)	\$397	\$314
<u>Cash</u>														
Beginning Balance	587	566	486	484	481	407	411	670	641	634	614	554	504	587
Net Cash Flow	(21)	(80)	(2)	(3)	(75)	5	259	(29)	(7)	(20)	(60)	(50)	397	314
Ending Balance	\$566	\$486	\$484	\$481	\$407	\$411	\$670	\$641	\$634	\$614	\$554	\$504	\$901	\$901
Consolidated Cash	\$586	\$511	\$515	\$496	\$424	\$432	\$694	\$667	\$648	\$641	\$594	\$557	\$915	

Note: Assumes estimated exchange rate of .09785 USD/SEK

DIP Budget	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	
(Millions of SEK)	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	Fcst	13 Week
	5-Aug-22	12-Aug-22	19-Aug-22	26-Aug-22	2-Sep-22	9-Sep-22	16-Sep-22	23-Sep-22	30-Sep-22	7-Oct-22	14-Oct-22	21-Oct-22	28-Oct-22	Total
<u>Operating Receipts</u>														
Net Passenger Receipts	339	496	576	704	524	586	565	565	554	690	674	687	737	7,698
Net Other Receipts	11	10	9	15	102	20	19	19	197	29	29	29	30	517
Total Operating Receipts	349	506	585	719	626	606	584	584	751	719	703	716	768	8,215
<u>Operating Disbursements</u>														
Aircraft Related	(173)	(59)	(45)	(3)	(792)	(148)	(71)	(96)	(383)	(110)	(63)	(88)	(228)	(2,260)
Other Operating	(391)	(676)	(545)	(505)	(375)	(306)	(836)	(305)	(547)	(491)	(771)	(731)	(665)	(7,144)
Intercompany	-	(438)	-	(244)	-	-	(392)	(481)	151	-	(394)	(374)	472	(1,698)
Total Operating Disbursements	(564)	(1,173)	(590)	(752)	(1,168)	(454)	(1,299)	(882)	(779)	(601)	(1,228)	(1,193)	(420)	(11,103)
Operating Cash Flow	(214)	(667)	(6)	(34)	(542)	152	(715)	(299)	(28)	118	(525)	(477)	348	(2,888)
Non-Operating Disbursements	50	-	-	-	(219)	-	-	-	(46)	(320)	-	-	211	(324)
Restructuring Related Disbursements	(50)	(149)	(15)	-	-	(105)	(143)	-	-	-	(86)	-	(10)	(558)
DIP Financing Related	-	-	-	-	-	-	3,505	-	-	-	-	(35)	3,505	6,976
Net Cash Flow	(215)	(816)	(20)	(34)	(761)	46	2,647	(299)	(74)	(201)	(610)	(512)	4,054	3,205
<u>Cash</u>														
Beginning Balance	6,001	5,786	4,970	4,949	4,916	4,154	4,201	6,848	6,549	6,476	6,274	5,664	5,152	6,001
Net Cash Flow	(215)	(816)	(20)	(34)	(761)	46	2,647	(299)	(74)	(201)	(610)	(512)	4,054	3,205
Ending Balance	5,786	4,970	4,949	4,916	4,154	4,201	6,848	6,549	6,476	6,274	5,664	5,152	9,205	9,205
Consolidated Cash	5,988	5,227	5,261	5,066	4,335	4,411	7,088	6,820	6,626	6,553	6,072	5,689	9,355	